



AGENDA
PUBLIC HEARING FOLLOWED BY REGULAR BOARD MEETING
BRESNAN MEETING CENTER
Wednesday, August 9, 2023
7:00 p.m.

PUBLIC HEARING

A. ADA Transition Plan Update [Link](#)

The Public Hearing is to discuss and receive public comments on the intent to adopt updates to the Champaign Park District's ADA Transition Plan. A Notice of Public Hearing was published in The News-Gazette on July 10, 2023.

B. PUBLIC COMMENTS

C. CLOSE THE PUBLIC HEARING

REGULAR BOARD MEETING

A. CALL TO ORDER

B. PRESENTATION

1. Nyhart Actuarial Services [Link](#)

C. COMMENTS FROM THE PUBLIC

D. COMMUNICATIONS

E. TREASURER'S REPORT

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

F. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

G. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation [Link](#)

H. REPORT OF OFFICERS

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

I. CONSENT AGENDA

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

1. Approval of Minutes of the Regular Board Meeting, July 12, 2023 [Link](#)
2. Approval of Minutes of the Executive Session, July 12, 2023
3. Approval of Minutes of the Study Session, July 26, 2023 [Link](#)
4. Approval of Minutes of the Executive Session, July 26, 2023
5. Approval of a Resolution Appointing Cathy Rector to the Board of Directors of the Champaign Parks Foundation to a Two-Year Term That Expires in 2025 [Link](#)
6. Acceptance of GASB 75 Actuarial Valuation Report for Fiscal Year Ending April 30, 2023 [Link](#)
7. Approval of Ordinance No. 671: Annexing Territory [Link](#)
8. Approval of a One-Year Agreement Extension with RamClean for Janitorial Services at the Virginia Theatre [Link](#)
9. Approval of a One-Year Extension of Agreement to Sell Alcoholic Beverages at the Virginia Theatre [Link](#)

J. OLD BUSINESS

1. Approval of Intergovernmental Agreement with the City of Champaign for Hedge Park [Link](#)

K. NEW BUSINESS

1. Approval of Disbursements
Staff recommends approval of the list of disbursements for the period beginning July 13, 2023 and ending August 9, 2023. **(Roll Call Vote)**
2. Adoption of ADA Transition Plan Update [Link](#)
Staff recommends adoption of the 2023 Champaign Park District ADA Transition Plan Update.
3. Approval of Board Meeting Format [Link](#)
Staff recommends approval of electronic broadcasting of Park Board meetings.
4. Approval of Bid for Skelton Park Improvements [Link](#)
Staff recommends approval of the total base bid, without deductions, for a total of \$492,000.00 and authorizing the Executive Director to enter into an agreement with Duce Construction for the Skelton Park Improvements.
5. Approval of Agreement with Amilia for SmartRec Software as a Service [Link](#)
Staff recommends approval of a three (3) year agreement with Amilia to adopt new registration software beginning October 1, 2023, with an option to renew for two (2) additional three (3) year periods and authorizing the Executive Director to enter into the agreement.
6. Approval of Quote from Heart Technologies for Various Access Control Projects [Link](#)
Staff recommends approval of accepting all access control quotes from Heart Technologies totaling \$115,305.00 and authorizing the Executive Director to execute all quotes.

L. COMMENTS FROM COMMISSIONERS

M. EXECUTIVE SESSION

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

N. RETURN TO REGULAR MEETING

O. ADJOURN



GASB 75 ACTUARIAL VALUATION

Fiscal Year Ending April 30, 2023

CHAMPAIGN PARK DISTRICT

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June 29, 2023

**Andrea N. Wallace, CPA
Champaign Park District
Bresnan Meeting Center
706 Kenwood Road
Champaign, IL 61821**

This report summarizes the GASB actuarial valuation for the Champaign Park District 2022/23 fiscal year . To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions). This report may not be appropriate for other purposes. Please contact Nyhart prior to disclosing this report to any other party or relying on its content for any purpose other than that explained above . Failure to do so may result in misrepresentation or misinterpretation of this report.

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor . We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based . When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement . We are not aware of any significant issues with and have relied on the data provided .

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart . In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan . All calculations have been made in accordance with generally accepted actuarial principles and practice .

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following :

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement .

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.

Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

Should you have any questions please do not hesitate to contact us.



Nisha Sundi, FSA, MAAA
Actuary



Giovanni Gomez, ASA, EA, MAAA
Actuary

Executive Summary

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending April 30, 2023 compared to the prior fiscal year as shown in the District's Notes to Financial Statement.

	As of April 30, 2022	As of April 30, 2023
Total OPEB Liability	\$ 355,684	\$ 444,048
Actuarial Value of Assets	\$ 0	\$ 0
Net OPEB Liability	\$ 355,684	\$ 444,048
Funded Ratio	0.0%	0.0%

	FY 2021/22	FY 2022/23
OPEB Expense	\$ 31,253	\$ 44,647
Annual Employer Contributions	\$ 32,390	\$ 32,050

	As of April 30, 2022	As of April 30, 2023
Discount Rate	3.98%	4.14%
Expected Return on Assets	N/A	N/A

	As of April 30, 2023
Total Active Participants	79
Total Retiree Participants	7

The active participants' number above may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

Executive Summary

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Summary of Results

Below is a breakdown of total GASB 75 liabilities allocated to past and current service compared to the prior year. The table below also provides a breakdown of the Total OPEB Liability allocated to pre- and post- Medicare eligibility. The liability shown below includes explicit (if any) and implicit subsidies. Refer to the Substantive Plan Provisions section for complete information on the Plan Sponsor's GASB subsidies.

Present Value of Future Benefits	As of April 30, 2022	As of April 30, 2023
Active Employees	\$ 375,671	\$ 320,808
Retired Employees	128,795	249,839
Total Present Value of Future Benefits	\$ 504,466	\$ 570,647

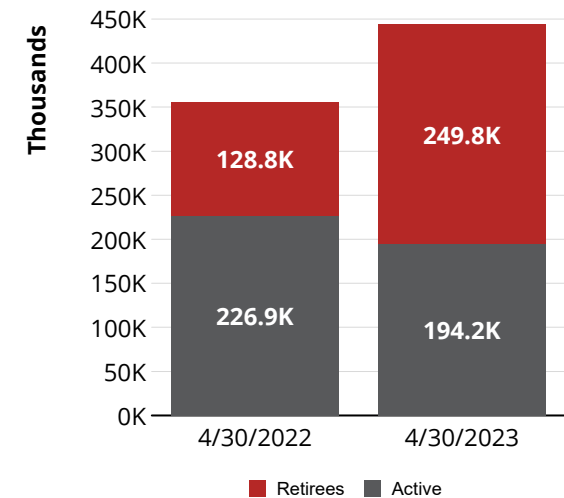
Total OPEB Liability	As of April 30, 2022	As of April 30, 2023
Active Pre-Medicare	\$ 226,889	\$ 194,209
Active Post-Medicare	0	0
Active Liability	\$ 226,889	\$ 194,209

Retiree Pre-Medicare	\$ 128,795	\$ 249,839
Retiree Post-Medicare	0	0
Retiree Liability	\$ 128,795	\$ 249,839

Total OPEB Liability	\$ 355,684	\$ 444,048
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	As of April 30, 2022	As of April 30, 2023
Discount Rate	3.98%	4.14%

Changes In Total OPEB Liability



Present Value of Future Benefits (PVFB) is the amount needed as of April 30, 2023 and April 30, 2022, to fully fund the District's retiree health care subsidies for existing and future retirees and their dependents assuming all actuarial assumptions are met.

Total OPEB Liability is the portion of PVFB considered to be accrued or earned as of April 30, 2023 and April 30, 2022. This amount is a required disclosure in the Required Supplementary Information section.

GASB Disclosures

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19
Total OPEB Liability					
Total OPEB Liability - beginning of year	\$ 355,684	\$ 421,490	\$ 320,633	\$ 304,966	\$ 291,538
Service cost	13,261	17,617	17,628	15,028	13,956
Interest	14,052	9,602	9,599	11,813	11,823
Change of benefit terms	0	0	0	0	0
Changes in assumptions	5,034	(36,563)	41,908	15,201	3,153
Differences between expected and actual experience	88,067	(24,072)	50,939	(9,631)	0
Benefit payments	(32,050)	(32,390)	(19,217)	(16,744)	(15,504)
Net change in total OPEB liability	\$ 88,364	\$ (65,806)	\$ 100,857	\$ 15,667	\$ 13,428
Total OPEB Liability - end of year	\$ 444,048	\$ 355,684	\$ 421,490	\$ 320,633	\$ 304,966
Plan Fiduciary Net Position					
Plan fiduciary net position - beginning of year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions - employer	32,050	32,390	19,217	16,744	15,504
Contributions - active employees	0	0	0	0	0
Net investment income	0	0	0	0	0
Benefit payments	(32,050)	(32,390)	(19,217)	(16,744)	(15,504)
Trust administrative expenses	0	0	0	0	0
Net change in plan fiduciary net position	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Plan fiduciary net position - end of year	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Net OPEB Liability - end of year	\$ 444,048	\$ 355,684	\$ 421,490	\$ 320,633	\$ 304,966
Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%	0.0%	0.0%
Covered employee payroll	\$ 4,442,783	\$ 4,040,824	\$ 3,367,228	\$ 3,641,572	\$ 3,571,632
Net OPEB liability as % of covered payroll	10.0%	8.8%	12.5%	8.8%	8.5%

GASB Disclosures

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

OPEB Expense

OPEB Expense		FY 2022/23		FY 2021/22
Discount Rate				
Beginning of year		3.98%		2.27%
End of year		4.14%		3.98%
Service cost	\$	13,261	\$	17,617
Interest		14,052		9,602
Change of benefit terms		0		0
Projected earnings on OPEB plan investments		0		0
Reduction for contributions from active employees		0		0
OPEB plan administrative expenses		0		0
Current period recognition of deferred outflows / (inflows) of resources				
Differences between expected and actual experience	\$	14,305	\$	1,724
Changes in assumptions		3,029		2,310
Net difference between projected and actual earnings on OPEB plan investments		0		0
Total current period recognition	\$	17,334	\$	4,034
Total OPEB expense	\$	44,647	\$	31,253

GASB Disclosures

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Deferred Outflows / (Inflows) of Resources

Deferred Outflows / (Inflows) of Resources represents the following items that have not been recognized in the OPEB Expense :

1. Differences between expected and actual experience of the OPEB plan
2. Changes of assumptions
3. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

The initial amortization period for the first two items noted above is based on expected future service lives while the difference between the projected and actual earnings in OPEB plan investment is amortized over five years. All balances are amortized linearly on a principal only basis and new bases will be created annually for each of the items above.

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of April 30, 2023
April 30, 2019	\$ 0	N/A	\$ 0	\$ 0
April 30, 2020	\$ (9,631)	8	\$ (1,204)	\$ (4,815)
April 30, 2021	\$ 50,939	8	\$ 6,367	\$ 31,838
April 30, 2022	\$ (24,072)	7	\$ (3,439)	\$ (17,194)
April 30, 2023	\$ 88,067	7	\$ 12,581	\$ 75,486

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of April 30, 2023
April 30, 2019	\$ 3,153	8	\$ 394	\$ 1,183
April 30, 2020	\$ 15,201	8	\$ 1,900	\$ 7,601
April 30, 2021	\$ 41,908	8	\$ 5,239	\$ 26,191
April 30, 2022	\$ (36,563)	7	\$ (5,223)	\$ (26,117)
April 30, 2023	\$ 5,034	7	\$ 719	\$ 4,315

GASB Disclosures

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Deferred Outflows / (Inflows) of Resources (Continued)

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of April 30, 2023
April 30, 2019	\$ 0	N/A	\$ 0	\$ 0
April 30, 2020	\$ 0	N/A	\$ 0	\$ 0
April 30, 2021	\$ 0	N/A	\$ 0	\$ 0
April 30, 2022	\$ 0	N/A	\$ 0	\$ 0
April 30, 2023	\$ 0	N/A	\$ 0	\$ 0

As of fiscal year ending April 30, 2023	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 107,324	\$ (22,009)
Changes in assumptions	39,290	(26,117)
Net difference between projected and actual earnings in OPEB plan investments	N/A	N/A
Total	\$ 146,614	\$ (48,126)

Annual Amortization of Deferred Outflows / (Inflows)

The balances as of April 30, 2023 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below.

FYE	Balance
2024	\$ 17,334
2025	\$ 17,334
2026	\$ 17,335
2027	\$ 16,942
2028	\$ 16,242
Thereafter	\$ 13,301

GASB Disclosures

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Sensitivity Results

The following presents the Net OPEB Liability as of April 30, 2023, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 4.14%.
- The 1% decrease in discount rate would be 3.14%.
- The 1% increase in discount rate would be 5.14%.

As of April 30, 2023	Net OPEB Liability	
1% Decrease	\$	469,533
Current Discount Rate	\$	444,048
1% Increase	\$	420,052

The following presents the Net OPEB Liability as of April 30, 2023, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 7.50%, decreasing to an ultimate rate of 4.50%.
- The 1% decrease in health care trend rates would assume an initial rate of 6.50%, decreasing to an ultimate rate of 3.50%.
- The 1% increase in health care trend rates would assume an initial rate of 8.50%, decreasing to an ultimate rate of 5.50%.

As of April 30, 2023	Net OPEB Liability	
1% Decrease	\$	414,448
Current Trend Rates	\$	444,048
1% Increase	\$	477,734

Projection of GASB Disclosures

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

The Total OPEB Liability (TOL) is expected to change on an annual basis as a result of expected and unexpected events. Under normal circumstances, it is generally expected to have a net increase each year. Below is a list of the most common events affecting the total OPEB liability and whether they increase or decrease the liability.

Expected Events

- Increases in TOL due to additional benefit accruals as employees continue to earn service each year
- Increases in TOL due to interest as the employees and retirees age
- Decreases in TOL due to benefit payments

Unexpected Events

- Increases in TOL when actual health care costs increase more than expected. A liability decrease occurs when the reverse happens.
- Increases in TOL when more new retirements occur than expected or fewer terminations occur than anticipated. Liability decreases occur when the opposite outcomes happen.
- Increases or decreases in TOL depending on whether benefits are improved or reduced.

Projection of Total OPEB Liability (TOL)	FY 2022/23		FY 2023/24	
TOL as of beginning of year	\$	355,684	\$	444,048
Normal cost as of beginning of year		13,261		11,437
Exp. benefit payments during the year		(32,050)		(41,017)
Interest adjustment to end of year		14,052		18,017
Exp. TOL as of end of year	\$	350,947	\$	432,485
Actuarial Loss / (Gain)		93,101		TBD
Actual TOL as of end of year	\$	444,048	\$	TBD

Discount rate as of beginning of year		3.98%		4.14%
Discount rate as of end of year		4.14%		TBD

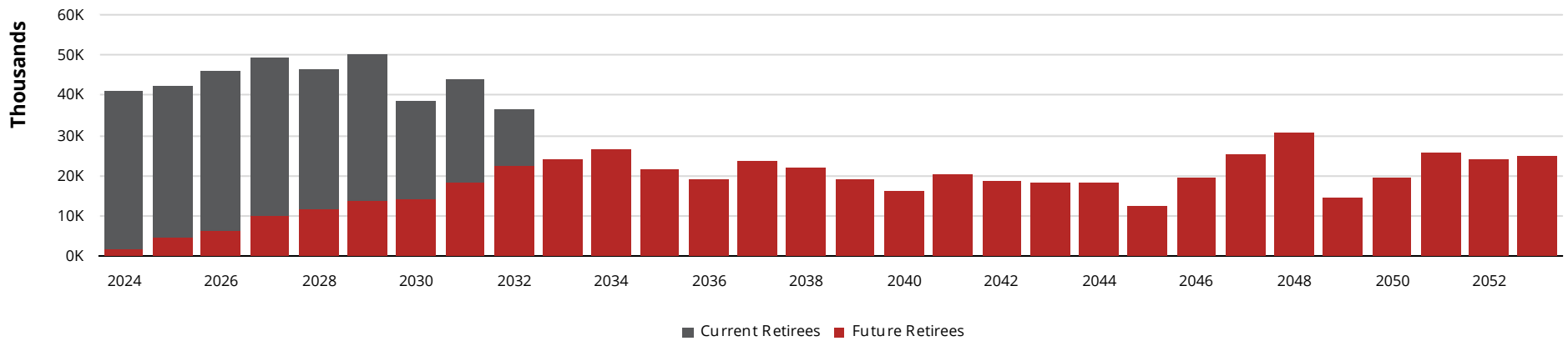
Cash Flow Projections

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

The below projections show the actuarially estimated employer-paid contributions for retiree health benefits for the next thirty years. Results are shown separately for a closed group of current/future retirees. These projections include explicit and implicit subsidies.

FYE	Current Retirees	Future Retirees*	Total	FYE	Current Retirees	Future Retirees*	Total	FYE	Current Retirees	Future Retirees*	Total
2024	\$ 39,315	\$ 1,702	\$ 41,017	2034	\$ 0	\$ 26,323	\$ 26,323	2044	\$ 0	\$ 18,007	\$ 18,007
2025	\$ 37,555	\$ 4,520	\$ 42,075	2035	\$ 0	\$ 21,348	\$ 21,348	2045	\$ 0	\$ 12,300	\$ 12,300
2026	\$ 39,898	\$ 6,076	\$ 45,974	2036	\$ 0	\$ 19,144	\$ 19,144	2046	\$ 0	\$ 19,276	\$ 19,276
2027	\$ 39,483	\$ 9,838	\$ 49,321	2037	\$ 0	\$ 23,563	\$ 23,563	2047	\$ 0	\$ 25,436	\$ 25,436
2028	\$ 34,596	\$ 11,704	\$ 46,300	2038	\$ 0	\$ 21,905	\$ 21,905	2048	\$ 0	\$ 30,630	\$ 30,630
2029	\$ 36,223	\$ 13,859	\$ 50,082	2039	\$ 0	\$ 19,198	\$ 19,198	2049	\$ 0	\$ 14,399	\$ 14,399
2030	\$ 24,693	\$ 13,954	\$ 38,647	2040	\$ 0	\$ 16,280	\$ 16,280	2050	\$ 0	\$ 19,387	\$ 19,387
2031	\$ 25,619	\$ 18,279	\$ 43,898	2041	\$ 0	\$ 20,223	\$ 20,223	2051	\$ 0	\$ 25,579	\$ 25,579
2032	\$ 14,113	\$ 22,281	\$ 36,394	2042	\$ 0	\$ 18,603	\$ 18,603	2052	\$ 0	\$ 24,015	\$ 24,015
2033	\$ 0	\$ 24,094	\$ 24,094	2043	\$ 0	\$ 18,338	\$ 18,338	2053	\$ 0	\$ 24,722	\$ 24,722

Projected Employer Pay-go Cost



* Projections for future retirees do not take into account future new hires.

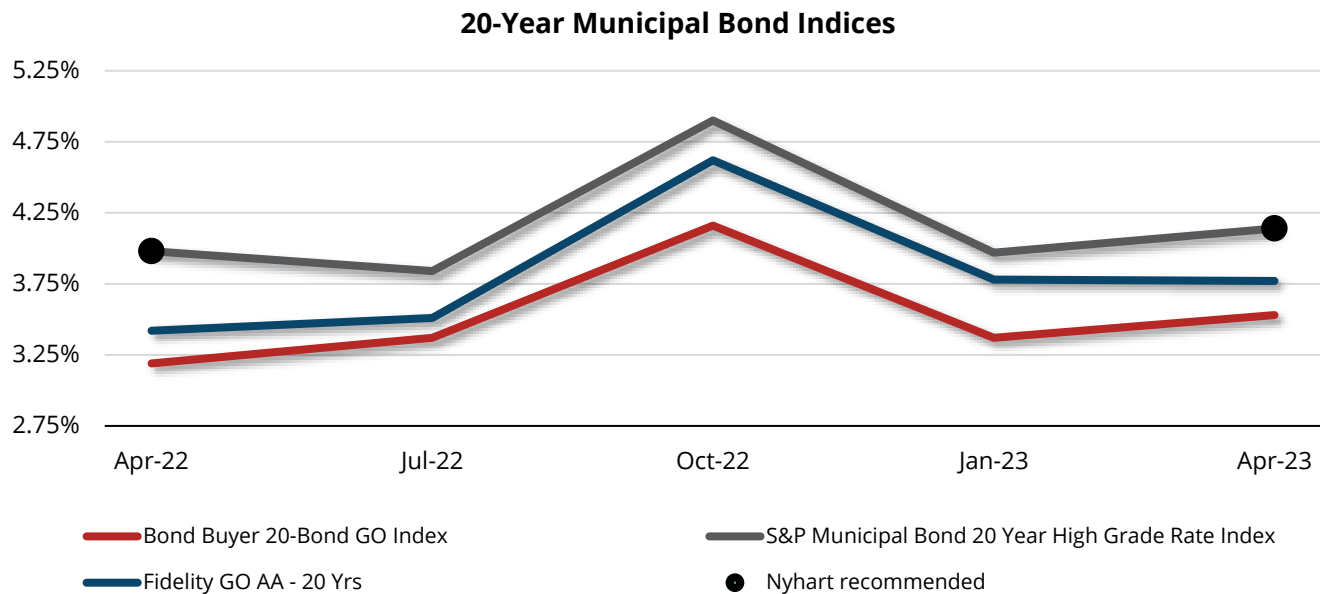
Discussion of Discount Rates

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Under GASB 75, the discount rate used in valuing OPEB liabilities for unfunded plans as of the Measurement Date must be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA /Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected from the range of indices as shown in the table below, where the range is given as the spread between the lowest and highest rate shown.

	Bond Buyer Go 20-Bond Municipal Bond Index	S&P Municipal Bond 20-Year High Grade Rate Index	Fidelity 20-Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of April 30, 2022	3.19%	3.98%	3.42%	3.19% - 3.98%	3.98%
Yield as of April 30, 2023	3.53%	4.14%	3.77%	3.53% - 4.14%	4.14%



Summary of Plan Participants

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Active Employees

Actives with coverage	Single ¹	Non-Single	Total	Avg. Age	Avg. Svc	Salary
HMO	5	1	6	50.9	17.2	\$ 314,923
POS	51	10	61	41.2	7.6	\$ 3,508,403
Medicare Supplement	1	1	2	69.7	15.0	\$ 120,411
Total actives with coverage	57	12	69	42.9	8.6	\$ 3,943,737

Actives without coverage	Total	Avg. Age	Avg. Svc	Salary
Total actives without coverage	10	37.7	6.0	\$ 499,046

Actives without coverage are assumed not to elect coverage at retirement and have been excluded from this GASB valuation.

Active Age-Service Distribution

Age	Years of Service										Total
	< 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25	4	4									8
25 to 29	2	2	1								5
30 to 34	5	2	2								9
35 to 39	3	7	3	2	1						16
40 to 44	1	6	5		1						13
45 to 49	2			1	1	2	1				7
50 to 54		1	2	2		1	1	1			8
55 to 59			2		1	2					5
60 to 64	1	1		1		1		1	1		6
65 to 69			1								1
70 & up						1					1
Total	18	23	16	6	4	7	2	2	1	0	79

¹ Includes those with Employee Only coverage and Employee and Children coverage.

Summary of Plan Participants

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Retirees

Retirees with coverage	Single ²	Non-Single	Total	Avg. Age
HMO	2	1	3	58.6
POS	2	0	2	60.6
Medicare Supplement	1	1	2	88.3
Total retirees with coverage	5	2	7	67.7

Retiree Age Distribution

Age	Retirees
< 45	
45 to 49	
50 to 54	
55 to 59	3
60 to 64	2
65 to 69	
70 to 74	
75 to 79	
80 to 84	
85 to 89	2
90 & up	
Total	7

² Includes those with Employee Only coverage and Employee and Children coverage.

Substantive Plan Provisions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Eligibility

All employees are eligible for retiree health care coverage until Medicare eligibility once they meet the eligibility requirements shown below for pension benefits. At Medicare eligibility, retirees may purchase Medicare Supplemental coverage.

Eligibility requirements under Illinois Municipal Retirement Fund (IMRF) are as follows:

1. Tier 1 (IMRF member prior to January 1, 2011):
 - a. Reduced pension – at least age 55 with 8 years of service
 - b. Unreduced pension – at least age 60 with 8 years of service or age 55 with 35 years of service
2. Tier 2 (IMRF member on / after January 1, 2011):
 - a. Reduced pension – at least age 62 with 10 years of service
 - b. Unreduced pension – at least age 67 with 10 years of service or age 62 with 35 years of service

Spouse Benefit

Surviving spouse can continue coverage after the death of the retiree.

Explicit Subsidy

None.

Retiree Cost Sharing

Retirees pay the full cost of coverage.

Medical Benefits

The same benefit options are available to retirees as active employees. Champaign Park District provides two health plans that are fully-insured and experience-rated. The monthly premium rates effective on March 1, 2022 and March 1, 2023 are as shown below.

	3/1/2022		3/1/2023	
	Retiree	Retiree + Spouse	Retiree	Retiree + Spouse
HMO	\$ 706.82	\$ 1,747.12	\$ 819.70	\$ 1,941.45
POS	\$ 606.13	\$ 1,498.04	\$ 704.78	\$ 1,665.85

Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

The actuarial assumptions used in this report represent a reasonable long-term expectation of future OPEB outcomes. As national economic and Park District experience change over time, the assumptions will be tested for ongoing reasonableness and, if necessary, updated.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Park District with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Park District. All calculations have been made in accordance with generally accepted actuarial principles and practice.

There are changes to the actuarial assumptions since the last full GASB valuation, which was for the fiscal year ending April 30, 2021. Please see the Detailed Actuary's Notes in the Appendix for a complete description of these changes. For the current year GASB valuation, we have also updated the per capita costs. We expect to update discount rate, mortality rate, health care trend rates, and per capita costs again in the next full GASB valuation, which will be for the fiscal year ending April 30, 2025.

Measurement Date For the fiscal year ending April 30, 2023, an April 30, 2023 measurement date was used.

Actuarial Valuation Date May 1, 2023

Liabilities as of April 30, 2023 are based on an actuarial valuation date of May 1, 2023 with no adjustments to get to the April 30, 2023 measurement date.

Liabilities as of April 30, 2022 are based on an actuarial valuation date of May 1, 2021 projected to April 30, 2022 on a "no loss / no gain" basis.

Discount Rate 3.98% as of April 30, 2022 and 4.14% as of April 30, 2023 for accounting disclosure purposes. Refer to the Discussion of Discount Rates section for more information on selection of the discount rate.

The discount rate was chosen by the plan sponsor based on the information provided in the "Discussion of Discount Rates" section above.

Cost Method Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where:

- Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefit at retirement; and
- Annual Service Cost is a constant percentage of the participant's salary that is assumed to increase according to the Payroll Growth.

Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Payroll Growth

Payroll growth including general wage inflation of 2.75% (includes 2.25% price inflation and 0.50% productivity increases and other macroeconomic forces) plus merit/longevity increases as shown below, are based on the Illinois Municipal Retirement Fund (IMRF) actuarial valuation as of December 31, 2022. The assumptions from these state-wide valuations provide reasonable estimates of experience for municipal employers such as the Champaign Park District.

Regular			
< 5 Years of Service		5+ Years of Service	
YOS	Merit	Age	Merit
0	7.10%	25	2.50%
1	6.40%	30	2.02%
2	3.60%	35	1.34%
3	2.70%	40	0.98%
4	2.20%	45	0.72%
		50	0.48%
		55	0.28%
		60+	0.14%

Employer Funding Policy

Pay-as-you-go cash basis

Census Data

Census information as of April 30, 2023 was provided by the Park District in June 2023. We have reviewed it for reasonableness and no material modifications were made to the census data.

Health Care Coverage Election Rate

Active employees with current coverage: 50%
Active employees with no coverage: 0%

Inactive employees with current coverage: 100%
Inactive employees with no coverage: 0%

The participation rates are based on the Park District's historical experience.

Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Spousal Coverage

Spousal coverage for current and future retirees is based on actual data.

Husbands are assumed to be three years older than wives. The spousal age difference is based on the observed age difference among the general population of married individuals who are of retirement age.

Disability

No disability rates are assumed.

Mortality

General Actives and Retirees: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2021

Surviving Spouses: SOA Pub-2010 Contingent Survivor Headcount Weighted Mortality Table fully generational using Scale MP-2021

The plan does not have sufficient data to have credible experience. Therefore, mortality assumptions are set to reflect general population trends based upon Pub-2010 Mortality tables and the most recent generational projection scale MP-2021 released by the Society of Actuaries (SOA) for future mortality improvements.

Turnover Rate

Assumption used to project terminations (voluntary and involuntary) prior to meeting the minimum retirement eligibility for retiree health coverage. The rates represent the probability of termination in the next 12 months. The termination rates are based on the Illinois Municipal Retirement Fund (IMRF) actuarial valuation as of December 31, 2022. The assumptions from these state-wide valuations provide reasonable estimates of experience for municipal employers such as the Champaign Park District. Sample annual turnover rates are shown below:

Age	Males					Females					
	Years of Service					Years of Service					
	0	2	4	6	8+	Age	0	2	4	6	8+
25	24.8%	15.3%	10.7%	7.7%	4.8%	25	27.7%	17.8%	12.0%	9.2%	7.7%
30	24.8%	15.3%	10.7%	7.7%	4.8%	30	27.7%	17.8%	12.0%	9.2%	7.7%
40	24.8%	15.3%	10.7%	7.7%	3.0%	40	27.7%	17.8%	12.0%	9.2%	4.6%
50	24.8%	15.3%	10.7%	7.7%	2.1%	50	27.7%	17.8%	12.0%	9.2%	3.2%

Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Retirement Rate

Annual rates of retirement are based on the IMRF actuarial valuation as of December 31, 2022. The assumptions from these state-wide valuations provide reasonable estimates of experience for municipal employers such as the Champaign Park District. Sample rates are as shown below:

Age	IMRF Tier I							
	Male				Female			
	10 YOS	20 YOS	30 YOS	35+ YOS	10 YOS	20 YOS	30 YOS	35+ YOS
55	7.0%	7.0%	7.0%	33.0%	6.1%	6.1%	6.1%	29.5%
60	13.0%	13.0%	13.0%	13.0%	11.5%	11.5%	11.5%	11.5%
65	26.0%	26.0%	26.0%	26.0%	27.0%	27.0%	27.0%	27.0%
70	26.0%	26.0%	26.0%	26.0%	25.5%	25.5%	25.5%	25.5%
75	23.0%	23.0%	23.0%	23.0%	24.0%	24.0%	24.0%	24.0%
80+	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Age	IMRF Tier II							
	Male				Female			
	10 YOS	20 YOS	30 YOS	35+ YOS	10 YOS	20 YOS	30 YOS	35+ YOS
60	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
62	15.0%	15.0%	15.0%	75.0%	13.0%	13.0%	13.0%	75.0%
65	15.0%	15.0%	15.0%	75.0%	13.0%	13.0%	13.0%	75.0%
70	20.0%	20.0%	50.0%	75.0%	18.0%	18.0%	50.0%	75.0%
75	18.0%	18.0%	50.0%	75.0%	18.0%	18.0%	50.0%	75.0%
80	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Health Care Trend Rates

FYE	Medical/Rx	FYE	Medical/Rx
2024	7.5%	2028	5.5%
2025	7.0%	2029	5.0%
2026	6.5%	2030+	4.5%
2027	6.0%		

The initial trend rate was based on a combination of employer history, national trend surveys, and professional judgment.

The ultimate trend rate was selected based on historical medical CPI information.

Retiree Contributions

Retiree contributions are assumed to increase according to health care trend rates.

Per Capita Costs

Annual per capita costs were calculated based on the Park District's 2023 medical premium rates, actuarially increased using health index factors and current enrollment. The costs are assumed to increase with health care trend rates.

Annual per capita costs are as shown below:

Age	HMO	POS
< 55	\$ 12,300	\$ 10,600
55 - 59	\$ 15,300	\$ 13,100
60 - 64	\$ 19,400	\$ 16,700

The per capita costs represent the cost of coverage for a retiree-only population.

Actuarial standards require the recognition of higher inherent costs for a retired population versus an active population.

Explicit Subsidy

The difference between (a) the premium rate and (b) the retiree contribution. Below is an example of the monthly explicit subsidies for a retiree and spouse both age 58 enrolled in the POS plan.

	Premium Rate	Retiree Contribution	Explicit Subsidy
	A	B	C = A - B
Retiree	\$ 704.78	\$ 704.78	\$ 0.00
Spouse	\$ 961.07	\$ 961.07	\$ 0.00

Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Implicit Subsidy

The difference between (a) the per capita cost and (b) the premium rate. Below is an example of the monthly implicit subsidies for a retiree and spouse both age 58 enrolled in the POS plan.

	Per Capita Cost	Premium Rate	Implicit Subsidy
	A	B	C = A - B
Retiree	\$ 1,091.67	\$ 704.78	\$ 386.89
Spouse	\$ 1,091.67	\$ 961.07	\$ 130.60

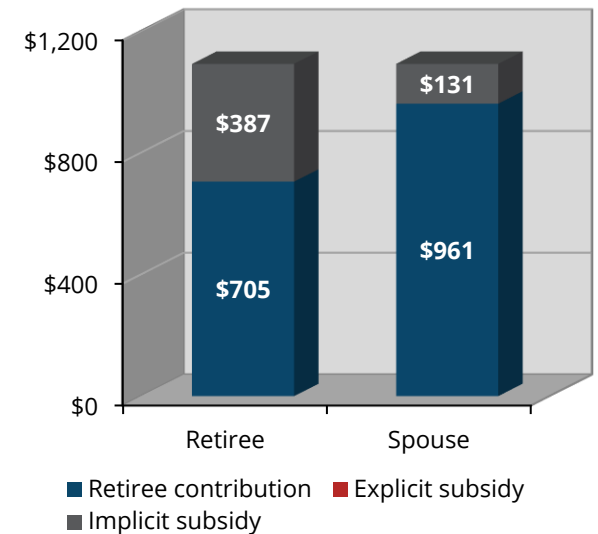
All employers that utilize premium rates based on blended active/retiree claims experience will have an implicit subsidy. There is an exception for Medicare plans using a true community-rated premium rate.

GASB Subsidy Breakdown

Below is a breakdown of the GASB 75 monthly total cost for a retiree and spouse both age 58 enrolled in the POS plan.

	Retiree	Spouse
Retiree contribution	\$ 704.78	\$ 961.07
Explicit subsidy	\$ 0.00	\$ 0.00
Implicit subsidy	\$ 386.89	\$ 130.60
Total monthly cost	\$ 1,091.67	\$ 1,091.67

GASB Subsidy Breakdown



Actuarial Methods and Assumptions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Models

ProVal	Valuation software developed by Winklevoss Technologies, LLC. This software is widely used for the purpose of performing postretirement medical valuations. We coded the plan provisions, assumptions, methods and participant data summarized in this report, and reviewed the liability and cost outputs for reasonableness. We are not aware of any weakness or limitations in the software and have determined it is appropriate for performing this valuation.
HealthMAPS Manual	Rating manual developed by WTW. Aging factors are used to develop per capita costs by age for plans with limited credible exposure to develop plan-specific factors. We are not aware of any weakness or limitations in the factors and have determined they are appropriate for performing this valuation.

APPENDIX

The background features a complex geometric design. It consists of several overlapping, semi-transparent shapes. A large, solid red shape is prominent in the lower right corner. To its left, there are various shades of gray and white shapes, some of which are semi-transparent, creating a layered effect. The overall composition is clean and modern.

Appendix

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Comparison of Participant Demographic Information

The active participants' number below may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

	As of April 30, 2021	As of April 30, 2023
Active Participants	66	79
Retired Participants	6	7
Averages for Active		
Age	42.7	42.2
Service	8.9	8.3
Averages for Inactive		
Age	65.9	67.7

Appendix

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

Detailed Actuary's Notes

There have been no substantive plan provision changes since the last full valuation, which was for the fiscal year ending April 30, 2021.

The following assumptions have been updated:

1. The discount rate has been updated from 3.98% as of April 30, 2022 to 4.14% as of April 30, 2023 based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). This change caused a slight decrease in the Park District's liabilities. The discount rate will be updated annually to reflect market conditions as of the Measurement Date.
2. The mortality improvement scale applied to all mortality tables has been updated from MP-2020 to MP-2021. This change caused a slight increase in liabilities.
3. Health care trend rates have been updated to an initial rate of 7.5% decreasing by 0.5% annually to an ultimate rate of 4.5%. This change caused an increase in liabilities.

In addition, claims costs and premiums were updated for 2023 which caused an increase in liabilities. The updated census data resulted in a significant increase in liabilities, mainly driven by active employees retiring earlier than expected and electing health coverage.

GLOSSARY

The background features a complex geometric design. The top half is a solid dark gray. The bottom half is composed of several overlapping triangles in various shades of gray, white, and a vibrant red. The red triangles are primarily located in the bottom right corner, while the white and light gray triangles form a large, irregular shape on the left and bottom center.

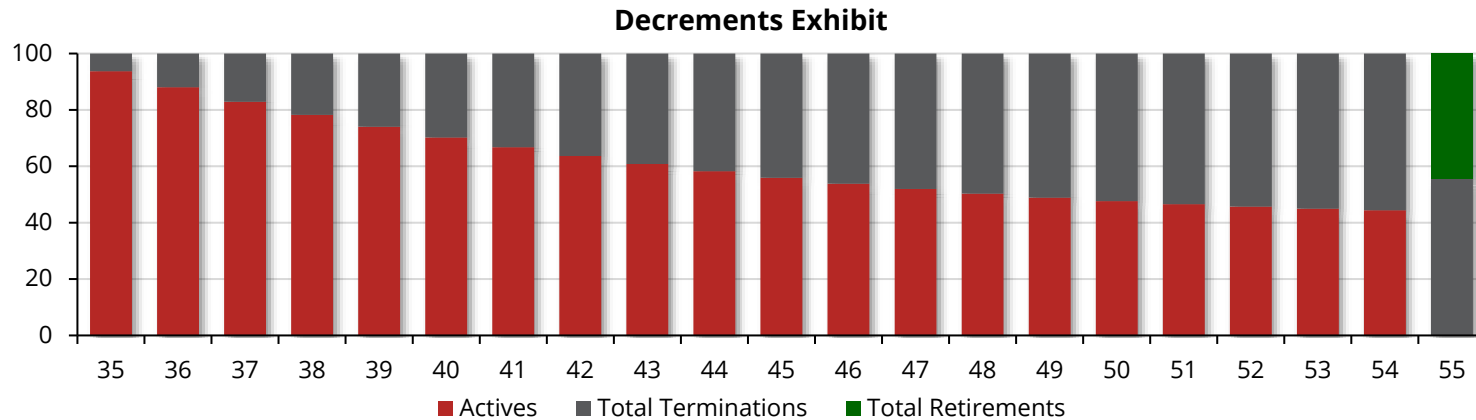
Glossary – Decrements Exhibit

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. Starting with 100 employees at age 35, the illustrated actuarial assumptions show that 44.43 employees out of the original 100 are expected to retire and could elect retiree health benefits at age 55.

Age	# Remaining Employees	# of Terminations per Year ³	# of Retirements per Year	Total Decrements
35	100.000	6.276	0.000	6.276
36	93.724	5.677	0.000	5.677
37	88.047	5.136	0.000	5.136
38	82.911	4.648	0.000	4.648
39	78.262	4.209	0.000	4.209
40	74.053	3.814	0.000	3.814
41	70.239	3.456	0.000	3.456
42	66.783	3.131	0.000	3.131
43	63.652	2.835	0.000	2.835
44	60.817	2.564	0.000	2.564
45	58.253	2.316	0.000	2.316

Age	# Remaining Employees	# of Terminations per Year	# of Retirements per Year	Total Decrements
46	55.938	2.085	0.000	2.085
47	53.853	1.866	0.000	1.866
48	51.987	1.656	0.000	1.656
49	50.331	1.452	0.000	1.452
50	48.880	1.253	0.000	1.253
51	47.627	1.060	0.000	1.060
52	46.567	0.877	0.000	0.877
53	45.690	0.707	0.000	0.707
54	44.983	0.553	0.000	0.553
55	44.430	0.000	44.430	44.430



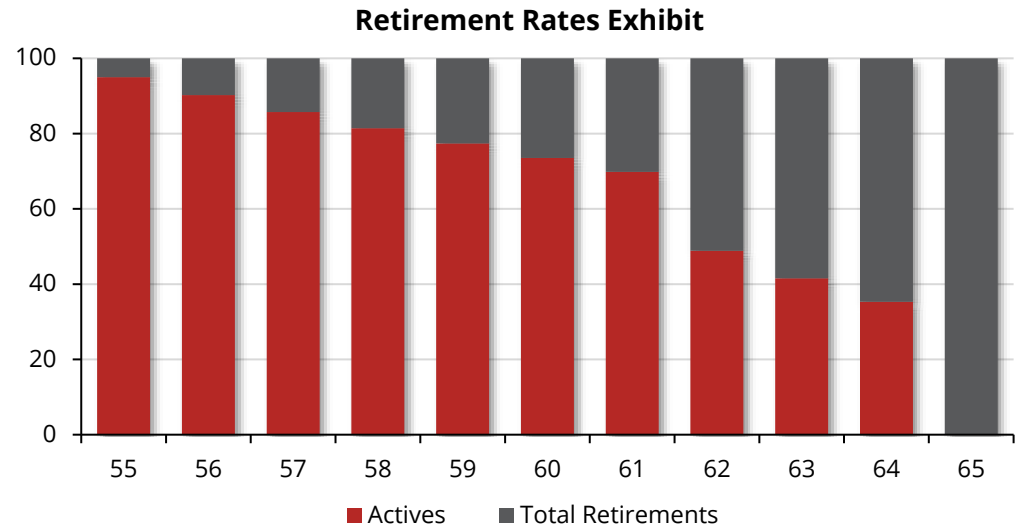
³ The above rates are illustrative rates and are not used in our GASB calculations.

Glossary – Retirement Rates Exhibit

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. The illustrated retirement rates show the number of employees who are assumed to retire annually based on 100 employees age 55 who are eligible for retiree health care coverage. The average age at retirement is 62.0.

Age	Active Employees BOY	Annual Retirement Rates*	# Retirements per Year	Active Employees EOY
55	100.000	5.0%	5.000	95.000
56	95.000	5.0%	4.750	90.250
57	90.250	5.0%	4.513	85.738
58	85.738	5.0%	4.287	81.451
59	81.451	5.0%	4.073	77.378
60	77.378	5.0%	3.869	73.509
61	73.509	5.0%	3.675	69.834
62	69.834	30.0%	20.950	48.884
63	48.884	15.0%	7.333	41.551
64	41.551	15.0%	6.233	35.318
65	35.318	100.0%	35.318	0.000



* The above rates are illustrative rates and are not used in our GASB calculations.

Glossary – Definitions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.
2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.
3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.
4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
 - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
 - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
 - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.
5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
 - a. Differences between expected and actual experience of the OPEB plan
 - b. Changes in assumptions
 - c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)
6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.
7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

Glossary – Definitions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.
10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.
12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.
13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.
14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.
15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

Glossary – Definitions

Champaign Park District GASB 75 Valuation for Fiscal Year Ending April 30, 2023

16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% select rates, and 7% is the ultimate rate.
17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that are attributed to a valuation year by the Actuarial Cost Method.
18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.
19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits which is attributed to past periods of employee service (or not provided for by the future Service Costs).



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Foundation Liaison Update

Background

The Champaign Parks Foundation is hosting its Ties and Tennies Gala to support the youth scholarship fund on Thursday, September 14, 2023.

The Foundation Directors, Park District Development Director, and Marketing staff have made a concerted effort to ensure the gala's success including securing over \$35,000 in sponsorships for the event and several attractive auction items to sell at the gala. The work of these team members has made it possible for the income from all ticket and auction sales, and event donations to apply directly to the youth scholarship fund!

The Parks Foundation's achievements are only surpassed by the growing need as requests for youth scholarships continue to rise. In the last three (3) months, the Park District has received applications for a total value of \$60,000 in scholarship requests!

Ticket Sales Campaign Update

In the past, ticket sales were typically slow until one month prior to the gala. Thirty-three (33) of three tickets have been sold for this year's gala and as many tickets will be distributed to sponsors as part of their packages as well. Park Board members and officers currently account for the sales of fourteen (14) tickets and Robbins Schwartz recently submitted a \$500 sponsorship check. Staff have been notified that twelve (12) additional tickets will be purchased by a Commissioner in the near future.

The Foundation Directors are grateful for the Board's current and continued support of the gala and encourages the Park Board to continue its peer-to-peer fundraising campaign to harness the power of the Commissioner's personal connections and networks amplify the event's reach, sense of community, authenticity, and ultimately ticket sales.

Each Park Board Commissioner and Foundation Director has a personal example of youth who have been impacted through their participation in the Park District's offerings and services. Thank you for supporting the Parks Foundation and gala as both organizations work together to help every child have access to the benefits of local parks and recreation.

Prepared by:

Jarrod Scheunemann
Director of Administrative Services

Reviewed by:

Laura Auteberry
Development Director

**CHAMPAIGN PARK DISTRICT
MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
JULY 12, 2023**

The Champaign Park District Board of Commissioners held a Regular Meeting on Wednesday, July 12, 2023 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, and Attorney Guy Hall.

Excused with prior notice duly given: Sarah Sandquist, Executive Director.

Staff Present: Andrea Wallace, Director of Finance, Dan Olson, Director of Operations, Heather Miller, Director of Human Resources, Jimmy Gleason, Director of Revenue Facilities, Steven Bentz, Director of the Virginia Theatre, and David Galvin, Leonhard Recreation Center Manager.

Jean Flood from the League of Women Voters also attended the meeting.

Call to Order

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

Public Comments

Ms. Flood thanked the Park Board and staff for their transparency, communication, and fiscal responsibility. She commended the Park District for the development of the Martens Center and for its role in providing activities and opportunities for underserved populations. Ms. Flood thanked the Park District for providing a variety of parks, recreation facilities, programs, and events that enhance the quality of life in the area.

President Hays thanked Ms. Flood and the League of Women Voters for engaging with the Park District and presented her with a token of appreciation for her involvement.

Communications

None.

Treasurer's Report

Ms. Wallace presented the Treasurer's Report for the month of June 2023. She noted that the first property tax installment has been received and that interest rates continue to rise. Ms. Wallace reported that a majority of the Park District's interest-bearing accounts have been addressed to match the current market rates.

Commissioner Solon made a motion to accept the Treasurer's Report for the month of June 2023. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Executive Director's Report

General Announcements

Mr. Olson presented the report for Ms. Sandquist. He reminded the Board about several upcoming events including Senator Faraci and Senator Rose's visit to the CUSR Center to present awards and certificates to the Special Olympics athletes as well as the Back 2 School America school kit volunteer event on July 22nd at the Martens Center.

Mr. Olson noted that bid opening for the Skelton Park project was held on July 11th and recommendations for acceptance will be considered by the Board at the August 9th, 2023 Regular Board meeting. A public hearing regarding the 2023 ADA Transition Plan Update will be held immediately prior to that same Regular Board meeting.

Mr. Olson asked whether the Board would prefer to receive Regular Board meeting financial information in paper or electronic format. The Board came to consensus to receive electronic financial materials and forgo receiving printed copies at the meeting. He also addressed matters related to distinguished agency accreditation status.

Mr. Olson commended staff for their resiliency after recent air quality and power outage issues caused internal programming and facility adjustments as well as major clean-up efforts following a storm event.

Committee and Liaison Reports

Champaign Parks Foundation

Mr. Scheunemann reported that Foundation Directors have secured over \$32,000 in sponsorships for the gala to be held on September 14, 2023. He encouraged the Park Board to purchase and sell tickets to the event. Mr. Scheunemann noted the Foundation will recommend the Park Board approve a new Director at the next Regular Board meeting.

Report of Officers

Attorney's Report

Mr. Hall reported that he has been working on several matters for the Park District including the sale of vacant land no longer needed, necessary, or useful for park purposes and uses.

President's Report

President Hays highlighted a recent tour of the Martens Center with Senator Faraci and Congresswoman Budzinski. He thanked Commissioner Solon and Commissioner Somers for attending.

President Hays stated that staff would be working with Attorney Hall to finalize an agreement outlining Parkland College's payment terms for its portion of the expenses for the Regional Planning Commission Parkland Way traffic study.

President Hays noted that the search for a new Treasurer is ongoing.

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, June 12, 2023
2. Approval of Minutes of the Executive Session, June 12, 2023
3. Approval of Minutes of the Study Session, June 28, 2023
4. Approval of Minutes of the Executive Session, June 28, 2023

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

New Business

1. Approval of Disbursements

Commissioner Kuhl made a motion to approve the list of disbursements for the period beginning June 15, 2023 and ending July 12, 2023. The motion was seconded by Commissioner Somers. Upon roll call vote, the vote was as follows: Vice President McMahon – yes; President Hays – yes; Commissioner Somers – yes; Commissioner Solon – yes; and Commissioner Kuhl - yes. The motion passed 5-0.

2. Consideration of and/or Approval of Intergovernmental Agreement with the City of Champaign for Hedge Park

Attorney Hall stated that a draft of the intergovernmental agreement has been circulated. He received comments from the Board and staff. Attorney Hall anticipated he would receive comments from the City in the near future. Staff recommended tabling the intergovernmental agreement with the City of Champaign for Hedge Park.

Commissioner Solon made a motion to table an intergovernmental agreement with the City of Champaign for Hedge Park. The motion was seconded by Vice President McMahon. The motion passed 5-0.

3. Approval of Agreement with Regional Planning Commission for Traffic Study on Parkland Way

Mr. Olson reported that the Champaign County Regional Planning Commission has worked with the Park District in the past and staff were pleased with the outcomes. He noted that Parkland College has agreed to pay for half of the study's expenses and a separate intergovernmental agreement will be prepared to outline the terms.

Commissioner Solon made a motion to approve the agreement with Champaign County Regional Planning Commission for a total cost of \$14,050.00 and authorize the Executive Director to enter into the agreement. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

4. Approval of Renewal of Ticketing Software Agreement at the Virginia Theatre

Mr. Bentz presented the report. He reported that the Virginia Theatre has been utilizing Accesso ticketing software by ShoWare for the last three years. Staff are satisfied with its product and service. After an extensive search and review of other ticketing software vendors, staff recommend the Board approve of an amendment to the current agreement between the Champaign Park District and VisionOne, Inc. dba Accesso for use of its ShoWare cloud-based ticketing software at the Virginia Theatre for a further period of three (3) years beginning December 9, 2023.

Commissioner Kuhl made a motion to approve an amendment to the current agreement between the Champaign Park District and VisionOne, Inc. dba Accesso for use of its ShoWare cloud-based ticketing software at the Virginia Theatre for a period of three (3) years beginning December 9, 2023. The motion was seconded by Commissioner Somers. The motion passed 5-0.

5. Approval of a Resolution Authorizing the Destruction of Recordings of Executive Sessions and Disaster-Related Remote Participation for Regular and Special Meetings

Staff recommends approval of a resolution authorizing, approving, and ordering the destruction of the verbatim audio records of the following closed session and disaster-related remote participation Regular and Special meetings: July 14, 2021 (Disaster), July 14, 2021, July 28, 2021, August 11, 2021 (Disaster), August 11, 2021, August 25, 2021 (Disaster), August 25, 2021, September 9, 2021 (Disaster), September 22, 2021 (Disaster), October 13, 2021 Study Session (Disaster), October 13, 2021 Regular Meeting (Disaster), October 27, 2021 (Disaster), November

10, 2021 (Disaster), and December 8, 2021 (Disaster).

Commissioner Solon made a motion to approve a resolution authorizing, approving and ordering the destruction of the verbatim audio records of the following closed session and disaster-related remote participation Regular and Special meetings: July 14, 2021 (Disaster), July 14, 2021, July 28, 2021, August 11, 2021 (Disaster), August 11, 2021, August 25, 2021 (Disaster), August 25, 2021, September 9, 2021 (Disaster), September 22, 2021 (Disaster), October 13, 2021 Study Session (Disaster), October 13, 2021 Regular Meeting (Disaster), October 27, 2021 (Disaster), November 10, 2021 (Disaster), and December 8, 2021 (Disaster).. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Discussion

None.

Comments from Commissioners

Commissioner Solon enjoyed participating with staff in the 4th of July Parade. She thanked staff for their effort to continually improving the Park District's trailer, music, and candy each year. Commissioner Solon shared her appreciation to staff for their clean-up efforts after the recent storm, especially at Hessel Park.

President Hays has witnessed increased visibility of the Park District's advertising campaigns and thanked staff for their efforts.

Executive Session

Vice President McMahon moved pursuant to the basis set forth below to convene into Executive Session. The motion was seconded by Commissioner Solon. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(2) collective negotiating matters involving the public body and (21) for the discussion of minutes of meetings lawfully closed under this Act, whether for purpose of approval by body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Return to Regular Meeting

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

Executive Session Action Item

1. Approval of Releasing Executive Session Minutes for Public Review

Commissioner Solon made a motion to make available for public viewing certain minutes from Executive Session meetings: January 25, 2016, January 12, 2022, March 9, 2022, September 14, 2022, September 28, 2022, November 9, 2022, January 11, 2022, and February 8, 2022. The motion was seconded by Vice President McMahon. The motion passed 5-0.

Adjourn

There being no further business to come before the Board, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Somers. The motion passed 5-0 and the meeting was adjourned at 7:55 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT
MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
July 26, 2023**

The Champaign Park District Board of Commissioners held a Special Meeting on Wednesday, July 26, 2023 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Vice President Timothy P. McMahon, 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.

Staff Present: Andrea Wallace, Director of Finance, Chelsea Norton, Director of Marketing and Development, Jimmy Gleason, Director of Revenue Facilities, Kayla Myers, Park Planner, Misty Stocking, Registration and Parks Reservations Manager, and Rachel Voss, Marketing Manager.

Alex Nagy and Lacey Rains Lowe from the City of Champaign were present in-person.

William Owens and Hugo Lachance from Amilia also attended the meeting via teleconference.

Call to Order

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

President Hays modified for consideration and action item number one (1) from the Old Business section to this location of the agenda within the meeting.

1. Approval of a Resolution in Recognition of Departing Staff Member

President Hays highlighted Mr. Jameel Jones' career with the Champaign Park District. He read the following resolution to be recorded in the minutes in honor of Mr. Jones:

RESOLUTION

WHEREAS, Mr. Jameel Jones' has dedicated twenty-three (23) years of exemplary service to the Champaign Park District from 1999-2023, including eight (8) as Director of Recreation from 2015 to 2023; and

WHEREAS, in realization of his consistent commitment of time, energy, and expertise to the betterment of the community and Park District through continual involvement and investment in valued partnerships such as the Illinois State Recreation and Park Administration Advisory Council, Crisis Nursery, Community Leadership Board of OSF Hospital, Champaign County Community Coalition, University of Illinois Campus and Community Compact; Bristol Place Development Committee; and so many more; and

WHEREAS, Mr. Jones' teamwork and leadership aided staff in achieving the Park District's mission to provide parks, recreation, and cultural arts through his passion to serve ALL, his investments in coaching and mentoring staff and community members, and his leadership in

launching innovative programs and facilities such as the Martens Center and so many more; and

WHEREAS, Mr. Jones has not only been an essential member of the Park District, but also a supportive foundation for his department, research, intern programs, Champaign-Urbana Special Recreation, special events, the Virginia Theatre, grants, art shows, dance, theatre, preschool, CommUnity Matters, sponsorships, donors, students, athletes and so many more;

NOW, THEREFORE, BE IT RESOLVED, that the Champaign Park District Board of Commissioners acknowledges Jameel Jones' exceptional career, representing all the residents of the Park District, and hereby recognizes his meritorious service to record it in the permanent records of the Champaign Park District for all to witness and remember.

Commissioner Solon made a motion to approve a resolution in recognition of Mr. Jameel Jones. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

Presentation

Mr. Owens and Mr. Lachance from Amilia presented its SmartRec software, which is an e-commerce platform designed specifically to serve recreation providers. Founded in 2009, the company offers a registration platform for programs, memberships, court times, concessions, and more. The company serves over 1,200 clients and several of Amilia's clients are located within Illinois. Mr. Owens shared statistics highlighting client growth in sales, online registrations, and customer satisfaction through implementing SmartRec software. A brief demonstration of product landing pages and processes was shared.

Commissioner Somers inquired about the increase in sales attributed to the implementation of SmartRec. Mr. Owens replied that SmartRec allows residents and users to more readily complete online transactions outside of normal business hours.

President Hays asked whether the Park District would need to purchase internal servers to support the software and inquired about the start-up timeframe. Mr. Owens responded that no internal servers are necessary because the product is cloud-based. Mr. Gleason added that the Board and staff can expect a five (5) month implementation period.

Commissioner Kuhl requested further details regarding security protocols and protection of sensitive information. Mr. Owens replied that all transactions are completed through payment wallet and neither the Park District nor Amilia will store credit card information. Amilia has received and maintained the highest PCI compliance level. Additional data is encrypted and protected through other security measures.

Discussion and clarifications ensued regarding resolution of customer feedback, staffing needs, and user hierarchy.

President Hays thanked Mr. Owens and Mr. Lachance for their presentation.

Public Comments

None.

Old Business

2. Approval of Intergovernmental Agreement with City of Champaign for Hedge Park

Staff recommended approval of an intergovernmental agreement with the City of Champaign for Hedge Park.

Discussion and clarifications ensued regarding the terms of the agreement and exhibits. Park District responsibilities to maintain fencing within the park site, updates to the fencing and landscaping adjacent to the railroad right-of-way, waste receptacles, the terms about future programming and resource allocation for Hedge Park, and the duration of the agreement were addressed.

Commissioner Solon made a motion to table approval of an intergovernmental agreement with the City of Champaign for Hedge Park. Vice President McMahon seconded the motion. The motion passed 5-0.

Discussion

1. SmartRec Software

Mr. Gleason and Ms. Norton presented a report about Amilia and its software, SmartRec. Research included discussion and visits to other park districts in Illinois that currently use the software. Ms. Norton updated the Board about concurrent marketing practices that can be implemented with the new software such as, a new website and the program guide transition.

Discussion and clarifications ensued regarding the variety of marketing methods to enhance accessibility, how SmartRec determines residency during registration, the duration of the terms of the agreement, current online registration numbers, connecting the finance department with other park district departments that use SmartRec to learn more about their experiences with the software, the onboarding and staff training aspects, and requested comparative information for future discussions.

2. General Grant Opportunities

Ms. Sandquist reported that applications are currently open for several Illinois Department of Natural Resources (IDNR) grants. She requested the Board consider whether it is interested in applying for any of the grants to ensure staff have adequate time to prepare and present options for the Board to consider.

After brief discussion, the Board came to consensus that, in part due to pending projects, staff should not apply for this year's IDNR Open Space Land Acquisition and Development grant.

Comments from Commissioners

Commissioner Solon thanked staff for organizing a recent visit of Congresswoman Budzinski and State Senator Faraci to the Martens Center.

Executive Session

Commissioner Kuhl moved pursuant to the basis set forth below to convene into Executive Session. The motion was seconded by Commissioner Somers. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5

ILCS 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body; (2) collective negotiating matters involving the public body; and (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.

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. The motion passed 5-0 and the meeting was adjourned at 7:17 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Foundation Board Member Appointees

Background

Currently there are three vacancies on the Foundation Board. Staff and Board members have been actively seeking new members to serve-members who are willing to help fulfill the mission of providing philanthropic support for the Champaign Park District. Upon receiving a recommendation from Board Member Corum, Chair Holding and Laura Auteberry had the opportunity to meet with prospective board member, Cathy Rector, whose information is presented below.

Employer

Ms. Rector is a Real Estate Specialist with Carle Health

Boards and committees

See attached

Education/Training/Certificates

Indiana University-Bachelor's, Criminal Justice

Illinois Managing Broker License

Commercial Manager Accreditation from Institute of Real Estate Mgt.

Service Awards

- 2019 Presidential Award for Excellence in Leadership, Champaign West Rotary
- 2018 Outstanding Leadership and Service Award as President, Illini Quarterback Club
- 2014 Jerry Rebholz Award in Recognition of Service Above Self, Rotary District 6490
- 2013 Rotarian of the Year, Rotary District 6490
- 2013 Decade of Service Award for Excellence, March of Dimes
- 2012 Club Rotarian of the Year, Champaign West Rotary
- 2010 Distinguished Service Award, Don Moyer Boys and Girls Club
- 2009 Rookie Board Member of the Year, Don Moyer Boys and Girls Club
- 2006 Special Events Volunteer of the Year, March of Dimes, Central Division

Other Groups/Organizations the Candidate Could Serve as a Liaison to Benefit the Foundation

“The Rector Family has several businesses in the Champaign area and currently contribute to various organizations. Being able to gain their support would be key. Being involved with fundraisers from non-profit organizations, locally, has given me the opportunity to work with a variety of local businesses that have always donated generously and this would give me the chance to reach out to them to help with our fundraising efforts.”

Prior Board Action

N/A

Budget Impact

None

Recommended Action

During their July 10, 2023 regular meeting, the Champaign Parks Foundation Board of Directors voted unanimously to forward Cathy Rector’s name to the Champaign Park District Board of Commissioners for consideration of appointment to the Champaign Parks Foundation Board of Directors, for the remainder of a two-year term expiring May, 2025.

Prepared by:
Laura C. Auteberry
Development Director

Reviewed by:
Jarrod Scheunemann
Director of Administrative Services

Boards and Committees:

Champaign West Rotary	President	2018-2019
	Assistant District Governor	2014-2017
	Board Member	2012-2020
	Board Member, Rotary Leadership Institute	2015-2020
	Committee Chair for Silent Auction portion of CU's Got Talent Signature Fundraiser	2017-2020
Illini Quarterback Club	President	2017-2018
	Chair of Special Events	2013-2021
	Board Member	2012-2022
Don Moyer Boys & Girls Club	Vice-President	2011
	Board Member	2007-2011
	Steak and Burger Committee	2007-2009
March of Dimes	Chair of Signature Chefs Auction	2002-2012
	Committee Member	2000-2012

**RESOLUTION
APPOINTING DIRECTOR
TO THE CHAMPAIGN PARKS FOUNDATION**

WHEREAS, the Champaign Park District Board of Commissioners formed the Champaign Parks Foundation, a not for profit corporation, duly authorized to transact business in the State of Illinois;

WHEREAS, the Champaign Parks Foundation was formed for the purpose of creating and carrying out a capital campaign and accepting and managing donations and gifts for the benefit of the Champaign Park District, including without limitation, land, cash and marketable securities;

WHEREAS, the Champaign Park District's appointed Commissioner liaison and Executive Director serve on the Board of Directors as voting members in addition to the other appointed Board members;

WHEREAS, the Champaign Park District's Board of Commissioners is to appoint Champaign Parks Foundation Board members to serve terms as set forth in the bylaws; and

WHEREAS, the Board of Commissioners has contacted community members who have shown an interest in the success of the Champaign Park District, its facilities and services, as well as serving on the Champaign Parks Foundation Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Champaign Park District Board of Commissioners hereby appoints Cathy Rector for the remainder of a two-year term expiring in May of 2025.

APPROVED by the Board of Commissioners of the Champaign Park District this 9th day of July 2023.

Craig W. Hays President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: July 31, 2023

SUBJECT: Acceptance of GASB 75 Actuarial Valuation Report for Fiscal Year Ending April 30, 2023

Background

The Park District engaged Nyhart to conduct the actuarial valuation for the Park District in relation to health insurance offered to retirees and spouses upon retirement from the Park District. The results of the report are required under governmental accounting standard (GASB) No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, commonly referred to as OPEB.

To review the report, begin on page 15-21 which summarizes the details of the current plan provisions, actuarial assumptions and methods beginning on page 16. Of items to note, the discount rate provided is based on the GASB 75 standard and reflects the 20-year general obligation bond indices. Page 20 per capita costs are what determine the OPEB liability broken out between explicit and implicit as noted on page 21. These pages represent the details behind the report used to calculate the liability which is noted in the Executive Summary on page 3 of the report. A detail breakdown of the liability is represented on page 4, make note that no liability is recognized for Medicare eligible retirees. There are further detailed actuary notes on page 25 that provide a little more detail on the assumption changes and the impact on the OPEB liability. The footnote disclosure to be included in the financial audit report, along with the liability to be recognized in the government-wide financials are presented on pages 5-10.

Prior Board Action

April 11, 2023– Board authorized the Executive Director to execute the Service Agreement with The Howard E Nyhart Company for the two fiscal years ended April 30, 2023 and 2024.

Budget Impact

The FYE2024 budget includes \$4,500 funds to cover this expenditure, and \$2,350 will be included in the FYE2025 budget.

Recommended Action

Staff recommends the Board accept the FYE2023 GASB 75 Actuarial Valuation report as presented.

Prepared by:

Reviewed by:

Andrea N. Wallace
Director of Finance

Sarah Sandquist, CPRE
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Ordinance 671: Annexing Territory to Champaign Park District

Background:

The City of Champaign recently annexed property as described in the attached document. The *Illinois Park District Code* Section 3-10 provides:

Whenever a Park District operating within territory predominantly in a city or village or two or more cities or villages would become coterminous or nearly coterminous with such city or village or two or more cities or villages upon the annexation of the additional territory within such municipalities but not incorporated within such a Park District, such Park District may annex such additional territory by the passage of an ordinance to that effect.

District *Annexation Ordinance 671* prepared by the Park District Attorney must be signed, certified, and recorded with the County in order to be formally included within the boundary of the Champaign Park District.

Prior Board Action:

No prior Board action.

Budget Impact:

None.

Recommendation:

Staff recommends signing and certifying the attached Annexation Ordinance and recording it with the Champaign County Clerk.

Prepared by:

Reviewed by:

Jarrold Scheunemann
Director of Administrative Services

Sarah Sandquist
Executive Director

ORDINANCE NO. 671
AN ORDINANCE ANNEXING TERRITORY
TO CHAMPAIGN PARK DISTRICT

WHEREAS, Champaign Park District is a General Park District organized and existing under the provisions of the Park District Code approved May 17, 1951, as amended, and

WHEREAS, Section 3-10 of the Park District Code provides:

"Whenever a Park District operating within territory predominantly in a city or village or two or more cities or villages would become coterminous or nearly coterminous with such city or village or two or more cities or villages upon the annexation of the additional territory within such municipalities but not incorporated within such a Park District, such Park District may annex such additional territory by the passage of an ordinance to that effect."

and

WHEREAS, Champaign Park District is presently operating within a territory predominantly within the corporate limits of the City of Champaign, Illinois; and

WHEREAS, the tracts of land hereinafter described are located within the corporate boundaries of the City of Champaign, Illinois, but are not presently incorporated within the present corporate boundaries of Champaign Park District or any other park district; and

WHEREAS, upon the annexation of said tracts of land hereinafter described by Champaign Park District, the boundaries of the City of Champaign, Illinois and of Champaign Park District will become coterminous or nearly coterminous;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF CHAMPAIGN PARK DISTRICT:

Section 1. The following described tracts of land be and the same are hereby annexed to Champaign Park District, effective as of the date of passage of this ordinance and said tracts shall henceforth become and be a part of Champaign Park District the same as though originally included in said district.

Section 2. The territories hereby annexed are described as follows:

TERRITORY PURSUANT TO PETITION
(2613 S. Rising Road, Champaign, Illinois)
Council Bill No. 2023-036

THAT PART OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, PROCEED ON AN ASSUMED BEARING OF SOUTH 00° 39' 06" WEST 1169.33 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE TRUE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00° 39' 06" WEST 279.00 FEET ALONG SAID EAST LINE; THENCE NORTH 89° 23' 00" WEST 675.00 FEET; THENCE NORTH 00° 39' 06" EAST 279.00 FEET; THENCE SOUTH 89° 23' 00" EAST 675.00 FEET TO THE TRUE POINT OF BEGINNING, ENCOMPASSING 4.323 ACRES IN CHAMPAIGN COUNTY, ILLINOIS. THE REMAINING TRACT OF LAND ENCOMPASSES 4.323 ACRES, MORE OR LESS.

(PIN: 03-20-30-200-003)

Commonly known as: 2613 South Rising Road, Champaign, IL 61822.

Together with any and all adjacent streets, highways, or parts thereof not now within the corporate limits of Champaign Park District, to the far side of said streets, highways or parts thereof.

Section 3. The Secretary of this Board is hereby authorized and directed to file a certified copy of this ordinance together with an accurate map of the territories hereby annexed, in the offices of the County Clerk and the Recorder of Deeds of Champaign County, Illinois.

Section 4. This ordinance shall be in full force from and after its passage and approval as required by law.

PASSED this _____ day of _____ 2023.

APPROVED this _____ day of _____ 2023.

Craig W. Hays, President

ATTEST:

_____, Secretary

CERTIFICATE OF SECRETARY

I, _____, Secretary of Champaign Park District, do hereby certify that the foregoing is a true and correct copy of an Ordinance Annexing Territory to Champaign Park District duly adopted by the Board of Park Commissioners of said Park District at a regular meeting of said Board held the ____ day of _____ 2023.

Dated this _____ day of _____ 2023.

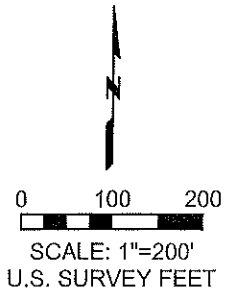
_____, Secretary
Board of Park Commissioners
Champaign Park District

OFFICIAL SEAL




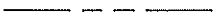


PREPARED BY AND RETURN TO:

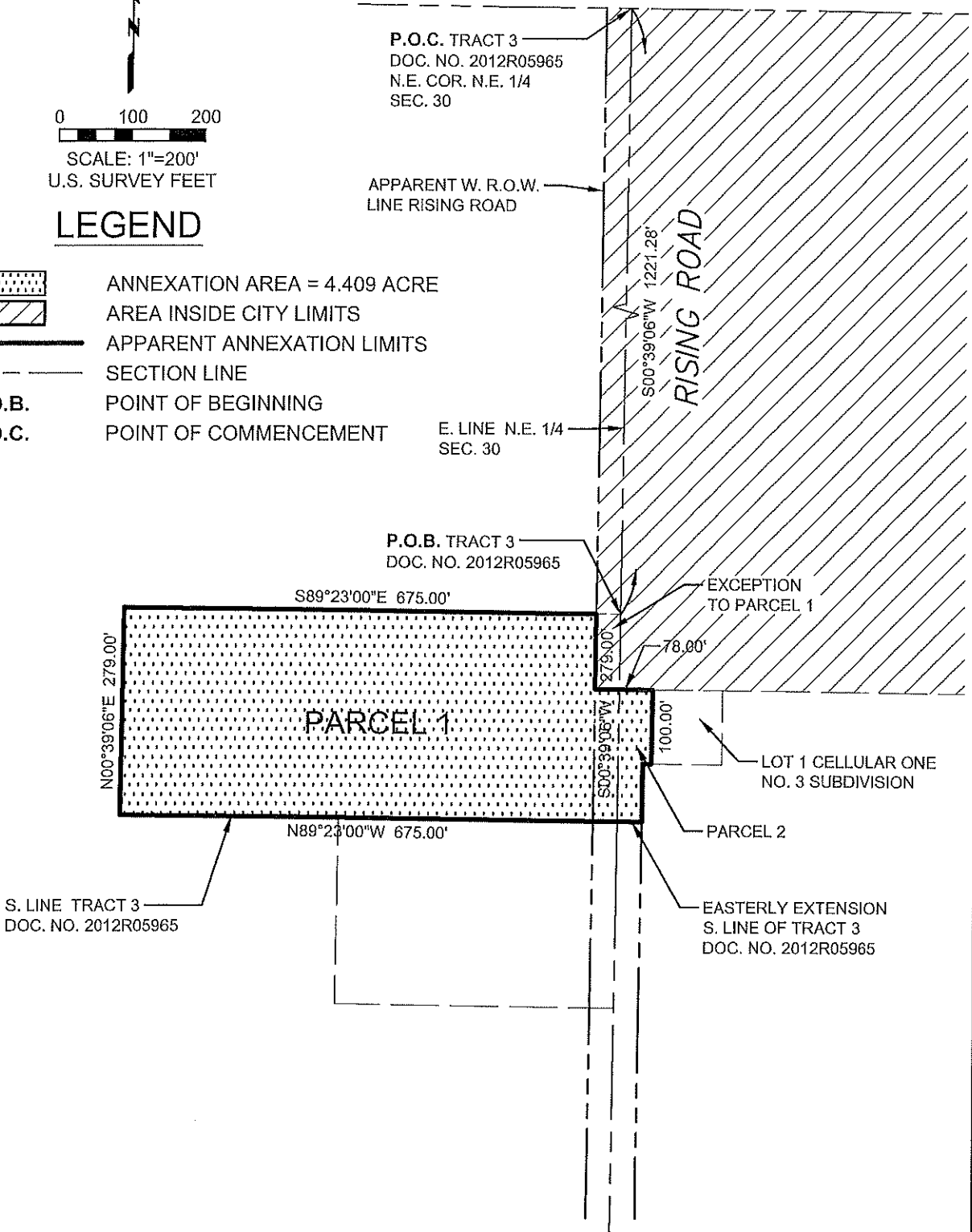
Jarrold Scheunemann
Champaign Park District
706 Kenwood Road
Champaign, IL 61821

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LEGEND

-  ANNEXATION AREA = 4.409 ACRE
-  AREA INSIDE CITY LIMITS
-  APPARENT ANNEXATION LIMITS
-  SECTION LINE
-  P.O.B. POINT OF BEGINNING
-  P.O.C. POINT OF COMMENCEMENT



PT OF THE N.W. 1/4 SEC. 29 & THE N.E. 1/4 SEC. 30, T.19N., R.8E., 3P.M.

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

2613 S. RISING ROAD
CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS
ANNEXATION PLAT

PROJECT NO.: 0201555.11
DRAWN: DJM
REVIEWED: BAB
DATE: 1-27-23

LEGAL DESCRIPTION

PARCEL 1 (PART OF PIN 03-20-30-200-003)

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, PROCEED ON AN ASSUMED BEARING OF SOUTH 00° 39' 06" WEST 1221.28 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE TRUE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00° 39' 06" WEST 279.00 FEET ALONG SAID EAST LINE; THENCE NORTH 89° 23' 00" WEST 675.00 FEET; THENCE NORTH 00° 39' 06" EAST 279.00 FEET, THENCE SOUTH 89° 23' 00" EAST 675.00 FEET TO THE TRUE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PORTION PREVIOUSLY ANNEXED INTO THE CITY OF CHAMPAIGN.

PARCEL 2

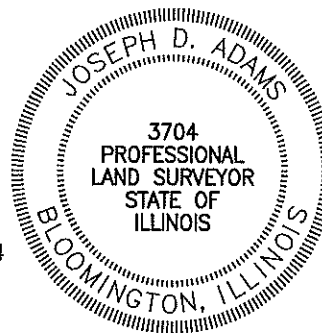
THAT PORTION OF RISING ROAD IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, BOUNDED ON THE NORTH BY THE NORTH LINE OF CELLULAR ONE NO. 3 SUBDIVISION RECORDED MARCH 8, 1996 AS DOCUMENT NO. 96R05332 IN THE CHAMPAIGN COUNTY RECORDER'S OFFICE AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL DESCRIBED AS TRACT 3 IN A WARRANTY DEED RECORDED MARCH 8, 2012 AS DOCUMENT NO. 2012R05965 IN SAID RECORDERS OFFICE

I, JOSEPH D. ADAMS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3704, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE PREPARED AT THE REQUEST OF THE CITY OF CHAMPAIGN PLANNING DEPARTMENT UNDER MY DIRECT SUPERVISION AN ANNEXATION PLAT OF PROPERTY SHOWN HEREON.

WITNESS MY HAND AND SEAL THIS 27TH DAY OF JANUARY 2023.

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

By: Joe Adams
JOSEPH D. ADAMS
PROFESSIONAL LAND SURVEYOR NO. 3704



DATE: 1/27/2023

EXP. DATE: 11-30-2024

DESIGN FIRM REGISTRATION
NO. 184-001856

GENERAL NOTES:

- 1. THIS ANNEXATION PLAT WAS PREPARED FROM RECORD DOCUMENT DATA AND INFORMATION, AND THEREFORE DOES NOT CONSTITUTE A BOUNDARY SURVEY.

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

2613 S. RISING ROAD
CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS
ANNEXATION PLAT

PROJECT NO.: 0201555.11
DRAWN: DJM
REVIEWED: BAB
DATE: 1-27-23



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Extension of Virginia Theatre Janitorial Services Agreement for 2023-2024

Proposal

To provide janitorial services at the Virginia Theatre under a one-year extension of the current agreement between the Champaign Park District (CPD) and RamClean 2, Inc., (RamClean), a Champaign for-profit corporation.

Background

Janitorial services at the Virginia Theatre are arranged according to the facility's event schedule, with post-event cleanings of the auditorium, lobbies, and backstage areas taking place after live shows, movie screenings, and private bookings—all at different hours of the day, in the evenings, and on weekends. To this always-changing schedule the theatre adds a standing weekly schedule of regular front-of-house service to keep the facility's lobbies, restrooms, and offices in orderly, sanitary condition.

Given the Virginia's busy, variable event schedule, CPD has utilized independent contractors since 2016 as the most effective solution to the theatre's cleaning challenges. A contract janitorial service is scalable, available when needed, and open to around-the-clock shift work. This flexibility and efficiency, coupled with the cost savings compared to a full-time, benefitted Building Services Worker plus additional part-time employees, has led staff to recommend contract cleaning as the best option for the theatre.

On September 15, 2022, the Board authorized the Executive Director to execute an agreement with RamClean to provide janitorial services at the Virginia Theatre for a period of one year, ending at midnight on September 25, 2023, and with the option to renew for one additional year by mutual agreement of both CPD and RamClean.

Prior Board Action

The CPD Board previously authorized the Executive Director to enter into successive agreements with JMC Serve, Inc., DBA ServiceMaster Janitorial Cleaning (ServiceMaster), Champaign, IL, to provide janitorial services at the Virginia Theatre from August 1, 2016, to July 31, 2017; from September 15, 2017, to October 11, 2017; from October 12, 2017, to October 11, 2020; from October 12, 2020, to October 11, 2021; and from October 12, 2021, to October 11, 2023, with the option to renew for one additional year.

On July 20, 2022, ServiceMaster submitted notice in writing to CPD that they were terminating their agreement for cleaning at the Virginia Theatre, effective August 20.

On August 6, 2022, the Virginia Theatre's janitorial services contract was publicly announced for bid.

The Board of Commissioners then approved a one-year agreement between RamClean and CPD for janitorial services at the Virginia Theatre, from September 26, 2022 to September 25, 2023.

Budget Impact

The FY24 budget for custodial services at the Virginia Theatre is \$46,500.00, out of \$52,500.00 approved overall for Service Contracts—Facilities (03-30-078-54260). If the 2022-2023 agreement with RamClean were to be extended for an additional year without changes to the contracted rates currently paid, there would be no budget impact to CPD.

Recommended Action

Staff recommends the CPD Board of Commissioners authorize the Executive Director to execute an extension, without changes, of the current agreement between CPD and RamClean to provide janitorial services at the Virginia Theatre for a one-year period beginning September 26, 2023, to September 25, 2024.

Prepared by:

Reviewed by:

Steven Bentz
Director, Virginia Theatre

Sarah Sandquist
Executive Director

Original

**AGREEMENT BETWEEN
CHAMPAIGN PARK DISTRICT
AND
RAMCLEAN 2, INC.**

THIS AGREEMENT is made and entered into effective this 15th day of September, 2022, by and between Champaign Park District, a municipal corporation (hereinafter referred to as "District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and RamClean 2, Inc., a for-profit corporation (hereinafter referred to as "RamClean"), whose principal address is 2026B Glenn Park Drive, Champaign, Illinois 61821.

WHEREAS, RamClean operates a Cleaning Service performed on an individual contract basis in office buildings, schools, stores, and other locations;

WHEREAS, District desires to enter into an agreement with RamClean whereby it will supply cleaning services at the property commonly known as the Virginia Theatre, located in Champaign, Illinois;

NOW THEREFORE, the Parties hereto agree as follows:

Section 1 – General Purpose: District and RamClean hereby enter into this Agreement whereby RamClean shall provide janitorial services in accordance with the terms and conditions recited in the specifications as set forth in Attachment A, entitled "Champaign Park District Virginia Theatre Janitorial Services Bid Specifications FY23", and the response attached hereto and incorporated herein at the following facility and location: Virginia Theatre, located at 203 West Park Avenue, Champaign, Illinois, 61820.

Section 2 – Term: The term of this Agreement shall be effective for a period of one (1) year, from September 26, 2022, through September 25, 2023, with the option to renew for one (1) additional year, from September 26, 2023, through September 25, 2024.

Section 3 – Termination: This Agreement may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail, return receipt requested, with an additional copy, by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 – "Notice".

In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by RamClean up to the date of termination. However, in no event shall RamClean be paid an amount which exceeds the price proposed for the work actually performed.

Section 4 – Work Day/Hours: Hours of cleaning and work days shall be performed in accordance with the terms in Attachment A, Section IV. "Schedule of Janitorial Services". Definitive start times shall be determined by RamClean and District. Work schedules and hours may be adjusted, as agreed to by both Parties, to best serve the Virginia Theatre.

Section 5 – Payment: District shall pay RamClean for services rendered in accordance to the proposal which is included in Attachment A. RamClean shall submit invoices to the District by the 1st Friday of the applicable month. Payment will be made monthly after Park Board of Commissioners approval of bills.

Section 6 – Price Adjustments: In the event the District reduces the scope of work during the contract period, the contract price shall be reduced by a proportional amount as agreed to by the parties acting in good faith.

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Section 7 – Termination for Non-Performance: In the event RamClean fails to perform any of the obligations required or provide the required service in a good, workmanlike manner, the District may terminate the contract by giving two (2) weeks written notice by certified mail, return receipt requested, with an additional copy, by regular U.S. mail, addressed to the other Party at the address indicated in Section 17 – "Notice". The District may at its sole option give RamClean a written notice of the breach or lack of performance and allowing for a twenty (20) day cure period. In the event of termination of the Agreement, the District shall pay all reasonable costs incurred by RamClean up to the date of termination. However, in no event shall RamClean be paid an amount which exceeds the price proposed for the work actually performed.

Section 8 – Changes in Specifications: The District reserves the right to change the specifications at any time provided that RamClean and the District shall then act in good faith to determine what price adjustments are to be made.

Section 9 – Insurance Protection: RamClean shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to the District. All insurance coverage provided by RamClean shall be primary insurance as to the District. Any insurance or self-insurance maintained by the District shall be in excess of RamClean's insurance and shall not contribute with it. The District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the District to immediately terminate this Agreement with no further rights afforded RamClean. At its option, the District may continue such insurance at its cost and obtain reimbursement and repayment thereof from RamClean. In such event, RamClean shall pay the amount due within ten (10) days of payment by the District. The Parties acknowledge that RamClean may from time to time change insurers; provided that, the District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

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

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

(a) Workers' Compensation:

- State Statutory
- Applicable Federal Statutory
- Must show policy number on certificate of insurance if workman's compensation is provided.

(b) Comprehensive General Liability:

- General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
- Property Damage: \$1,000,000 each occurrence
- General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
- Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

(c) Contractual Liability (Hold Harmless Coverage):

- Bodily Injury: \$1,000,000
- Property Damage: \$1,000,000 each occurrence
- Annual Aggregate: \$2,000,000 each occurrence

(d) Comprehensive Automobile Liability:

- Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(e) Umbrella Liability:

- \$5,000,000 each occurrence

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

Section 10 – Independent Contractors: RamClean acknowledges and agrees that RamClean is not an employee of the District, is not entitled to any benefits or protections afforded employees of the District, nor bound by any obligations of employees of the District. Nevertheless, RamClean will not act contrary to the policies of the District. RamClean understands and fully agrees that RamClean will not be insured under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District, and that any injury or property damage in connection with the work performed will be RamClean's sole responsibility and not that of the District. It is also understood that RamClean is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and, therefore, RamClean will be solely responsible for RamClean's own acts or omissions, and those of RamClean's employees and agents, if any. The District will not in any manner whatsoever be obligated to defend, indemnify, or hold harmless RamClean, or RamClean's employees and agents, if any, in matters of liability.

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

Section 11 – Hold Harmless and Indemnification: RamClean shall indemnify, defend, and hold harmless the District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits, and judgments of whatsoever kind and character, including, without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the District that arises solely from an act, failure, or omission on the part of RamClean or any of its trustees, directors, officers, employees, agents, and representatives in carrying out of the terms of this Agreement.

Section 12 – Subsequent Employment: District agrees that during the term of this Agreement and for a period of ninety (90) days following the termination of this agreement, or any extension thereof, not to employ any person employed by RamClean.

Section 13 – Severability: In the event any one or more of the provisions contained in this Agreement shall 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 – Assignment - Binding Effect: Neither Party nor any subsidiary, successor, partner, employee, agent, or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other Party.

Section 15 – Waiver: Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 16 – Entire Agreement and Amendment: This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between District and RamClean and may be changed, modified, or amended only by mutual written agreement executed by the Parties.

Section 17 – Notice: All notices required under this Agreement shall be in writing and shall be deemed to be given on the date they were sent by certified mail, return receipt requested, to the address for the respective Party stated below. In addition, any such notice shall also be sent by first class regular U.S. mail to:

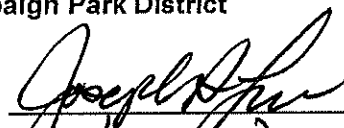
Champaign Park District
Attn: Joseph C. DeLuce
Executive Director
706 Kenwood Rd.
Champaign, IL 61821

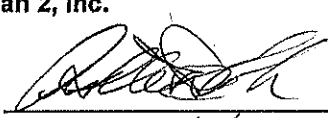
RamClean 2, Inc.
Attn.: Amy James
Operations Manager
2026B Glenn Park Drive
Champaign, IL 61821

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

Champaign Park District

RamClean 2, Inc.

Signed: 
Name: Joseph DeLuce
(printed)
Title: Executive Director
Date: 10/3/2022

Signed: 
Name: Ashlee M. Vercler
(printed)
Title: COO
Date: 9/28/22

Attachment A

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Request for Bid: The Champaign Park District is requesting bids to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services at the Virginia Theatre, located at 203 West Park Avenue, Champaign, Illinois, 61820.
- 1.02 Definition of Parties: The Champaign Park District will hereinafter be referred to as "Park District" and/or "District". Respondents to the RFB shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as "Contractor".
- 1.03 Due Date: Sealed bids shall be delivered or mailed to Steven Bentz, Director, Virginia Theatre, 203 West Park Avenue, Champaign, Illinois, 61820, no later than 4:30 P.M. (CDT), on Thursday, August 25, 2022, at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.
- 1.04 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and that the bidder accepts the terms, conditions, and specifications found herein. Failure to do so will be at the bidder's risk, and they cannot secure relief on the plea of error.
- 1.05 Submission of Bid: All bids shall be submitted on the bid form and accompanied by requested information including the Champaign Park District Commitment to Engage in Affirmative Action Practices forms. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures, or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.
- Bids shall be enclosed in an envelope sealed and clearly marked with the words: "SEALED BID: 2022-2023 VIRGINIA THEATRE JANITORIAL SERVICE." The bidder shall put its name and address on the outside of the envelope.
- The District shall not be responsible for the premature opening of bid envelopes which are not properly filled out in accordance with the instructions.
- 1.06 Award: The District will award the bid to the lowest responsible bidder whose bid will be most advantageous to the District. The District reserves the right to reject any and all bids, in whole or in part, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the District. The District reserves the right to waive minor irregularities and technicalities. A bid may be rejected if it is in any way incomplete or irregular.
- 1.07 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days after date of actual bid opening.
- 1.08 Inquiries: Questions and comments regarding this solicitation should be directed to Steven Bentz, Virginia Theatre, by calling 217-219-3902. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.
- 1.09 Compliance or Deviation to Specifications: Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification" which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

1.10 Compliance with Ordinances and Statutes and Notice of Special Conditions: Each bidder shall comply with the requirements of the Affirmative Action Regulations of the Champaign Park District, the Illinois Fair Employment Act, the Illinois Prevailing Wage Act, Equal Opportunity regulations, and other Local, Federal, and State regulations and guidelines applicable to the contract. All bidders and contractors agree that they shall comply with the terms and conditions of the Employment of Illinois Workers on Public Works Act, as applicable.

SECTION II. TERMS AND CONDITIONS

2.01 Term of the Contract: The contract shall be for a term of one (1) year, with the option to renew for one (1) additional year.

2.02 Payments: Contractor shall submit invoices to the District by the 1st Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.

2.03 Subcontractors: Contractor shall not subcontract or assign contract to anyone, in whole or in part, without the prior written consent of the District. Such consent, if granted, shall not relieve the Contractor of its responsibilities under the terms of this contract.

2.04 Non-Performance Clause: In the event the Contractor fails to perform any of the obligations required of Contractor or to provide the required service in a good workmanlike manner, the Champaign Park District may terminate the contract.

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

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

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

- a) Workers' Compensation:
 - State Statutory
 - Applicable Federal Statutory
 - Must show policy number on certificate of insurance if workman's compensation is

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Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

provided.

(b) Comprehensive General Liability:

- General Liability: \$1,000,000 each occurrence (including completed operation and products liability)
- Property Damage: \$1,000,000 each occurrence
- General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
- Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

(c) Contractual Liability (Hold Harmless Coverage):

- Bodily Injury: \$1,000,000
- Property Damage: \$1,000,000 each occurrence
- Annual Aggregate: \$2,000,000 each occurrence

(d) Comprehensive Automobile Liability:

- Bodily Injury: \$1,000,000 Per Person and \$1,000,000 Per Accident
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

(e) Umbrella Liability:

- \$5,000,000 each occurrence

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

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

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

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

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Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

- 2.03 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.09 Protest: If bidder objects to any provision of the bid, or believes District improperly rejected its offer, or believes the selected offer is not in the District's best interests, bidder may submit a written protest within five (5) days after the opening to the District's Executive Director. The District will consider only written protests that are properly and timely filed with the District. The Executive Director will issue a written decision, and that decision is final.

SECTION III: GENERAL SCOPE OF WORK

The following information is provided to assist the bidder in understanding the scope of services needed by the Champaign Park District.

- 3.01 Personnel: The Contractor shall provide adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed. The Contractor shall not remove or replace personnel from District facilities without written concurrence of the District. In addition, staff shall have the ability to read, write, speak, and understand the English language; have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner; and understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- The District will be the sole judge of the acceptability of personnel's performance while on site. The District reserves the right to require the Contractor to remove any personnel from further duty at the facilities.
- 3.02 Uniforms: The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.
- 3.03 Contractors Responsibilities: The successful Contractor shall be responsible for all coordination and supervision of personnel associated with the janitorial service at the facility. These responsibilities include, without limitation, the following:
- Conduct criminal background investigations on employees hired to provide janitorial services for District.
 - Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract.
 - Furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, metal, and furniture polish, and any other materials necessary to properly maintain the premises. The Contractor shall not use any material or supplies which the District determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
 - Provide all necessary cleaning equipment including, but not limited to, mops, brooms, buffing machines, industrial type vacuum cleaners, carpet extractors, and the like needed for the performance of the work of this contract.
 - Provide to the District Material Safety Data Sheets (MSDS) for all chemicals used in the building.
 - Provide hazardous chemical communications training to Contractor's personnel.
 - Properly store all chemicals away from the reach of children and others.
 - Maintain supplies in neat and orderly manner in the available storage rooms.
 - Provide adequate field supervision to ensure janitorial staff arrives at assigned post on time and performs their duties throughout their assigned shift.
 - Report supply needs to the District staff.
 - Report any needed repairs to the District staff on a daily basis.
 - Report vandalism and/or damage of the facility to District staff immediately upon discovery.
 - Proper use of key and security code of the facility. Responsible for securing facility each time you enter or exit the facility.

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chemicals, →
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Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

- Responsible for any breakage, damage, or loss by any of the Contractor's employees or agents. ✓
 - Perform reference and background checks on employees in order to determine as well as possible their honesty. ✓
 - Post in the storage room, rules, and regulations governing the Contractor's employees and agents while in the building, and a copy of the cleaning schedule. ✓
- 3.04 District Responsibilities: The District shall be responsible for providing direction to the Contractor. These responsibilities include, without limitation to, the following: ✓
- Submission in writing to the Contractor the names of District personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than District authorized personnel will not be accepted or paid for by the District. ✓
 - Provide training assistance to Contractor's staff in security protocols and procedures. ✓
 - Supply all consumable supplies for restrooms to include hand soaps, paper towels, and toilet tissue, trash bags and/or liners, *excluding cleaning chemicals VSRB* ✓
 - Provide storage space for the Contractor to store any necessary supplies, materials, and equipment. ✓
 - Provide such light, water, and electricity as are necessary to perform the service. ✓
 - Establish time and frequency of direct meetings with the Contractor's Project Manager (minimum of one every ninety days). ✓
 - Schedule monthly inspections of the facility with the Contractor's Project Manager. ✓
- 3.05 Security: District shall provide keys to various areas of the facility, including the storage room(s), that will be made accessible to the Contractor. All costs accrued by the District in reinstating facility security caused by loss of facility keys due to the Contractor's and/or its employees or agents act, or omission shall be billed to and paid by the Contractor. ✓
- The Contractor shall ensure that only their properly identified employees or agents listed with the District are permitted on the premises during the performance of daily duties. The Contractor shall be held accountable for damages or breaches of security caused by its employees or agents. ✓
- 3.06 Work Day/Hours: Monthly schedules of cleaning shifts will be provided by the Virginia Theatre 30 days prior to the start of schedule. ✓
- 3.07 Term of Contract: The term of the contract shall be for a firm, fixed price for a period of one (1) year, with the option to renew for one (1) additional year. ✓
- 3.08 Price Adjustments: The District will not consider price increases during the contract unless the District requests a change in the scope of the project. In the event the District reduces the scope of the work during the contract period, the contract price shall be reduced by a proportional amount as agreed by the parties acting in good faith. ✓
- 3.09 Appropriation Contingency: The Contractor and the District recognize the continuation of any contract after the close of any given fiscal year of the District, which fiscal years end on April 30 of each year, shall be subject to approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said determination being made by the Park Board of Commissioners at the time of the adoption of the Budget. ✓

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

SECTION IV. SCHEDULE OF JANITORIAL SERVICES

Virginia Theatre: 203 West Park Avenue, Champaign, IL 61820

Term of the Contract: September 26, 2022, to September 25, 2023, with the option to renew for one (1) additional year, from September 26, 2023, to September 25, 2024.

Frequency: Every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

Times: Between the hours of 8:00 A.M. and 5:00 P.M., every Monday, Wednesday, and Friday, plus on other days and at times to be determined, as based upon facility event schedule.

Holiday Schedule: The following are holidays on which Contract services will not be performed unless approved by District:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Easter Sunday

SECTION V. SCHEDULING AND CLEANING SPECIFICATIONS

SCHEDULING

Janitorial service at the Virginia Theatre is scheduled so that each area, or ZONE, of the facility receives a thorough cleaning following live events and film screenings, on top of regularly-scheduled cleanings of the front-of-house lobbies, public restrooms, staff offices, box office, and main entry foyer.

ZONE 1 contains the Virginia Theatre's three front-of-house lobbies, five public restrooms (three multi-occupant and two single-occupant), staff offices, box office, and main entry foyer; ZONE 2 contains the theatre's auditorium; and ZONE 3 contains the theatre's backstage dressing rooms, two single-occupant private restrooms, and a common room (or Green Room).

Weekly cleaning schedules vary widely, as based upon the facility's event calendar. In general, when the theatre has no live events or film screenings taking place, a ZONE 1 cleaning will be scheduled for a minimum of 2 to 4 person-hours per day, to be staffed at the discretion of the Contractor each Monday, Wednesday and Friday.

Following days on which live events or film screenings take place, ZONE 2 and ZONE 3 cleanings may be added to a ZONE 1 cleaning. Such full-facility cleanings will typically be scheduled for 8 to 16 person-hours, to be staffed at the discretion of the Contractor.

See the attached "Exhibit A" for a sample facility cleaning schedule.

CLEANING SPECIFICATIONS

BASE BID

ZONE 1

Minimum, regularly-scheduled, thorough cleaning of all front-of-house lobbies, restrooms, and office areas:

Entrances, Corridors, and Lobbies	Weekly						
	S	M	T	W	Th	F	Sa
Clear glass doors and side windows in entryway		X		X		X	
Clear glass in display case and box office windows		X		X		X	
Empty trash and recycling, replace liners as needed		X		X		X	

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Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

Clean countertops		X		X		X	
Vacuum all mats and carpets		X		X		X	
Mop tile/hard-surface floors (including east lobby)		X		X		X	
Clean and disinfect drinking fountains, door handles		X		X		X	
Dust base, sills, chairs, cabinets		X		X		X	
Dust frames, banisters, ledges, etc.		X					
Polish banisters				X			
Detail vacuum edges and corners						X	

Weekly

Staff Offices and Box Office	S	M	T	W	Th	F	Sa
Empty trash and recycling, replace liners as needed		X		X		X	
Vacuum all carpeted floors		X		X		X	
Arrange chairs neatly around desks and tables		X		X		X	
Dust base, sills, chairs, etc.		X					
Dust frames, cabinets, ledges, etc.				X			
Detail vacuum edges and corners						X	

Weekly

Lobby Rest Rooms (total of 5)	S	M	T	W	Th	F	Sa
Knock and announce "Service"		X		X		X	
Restock toilet tissue, paper towels, soap, and feminine products		X		X		X	
Clean all dispensers		X		X		X	
Empty trash, replace liners as necessary		X		X		X	
Empty and clean sanitary receptacles		X		X		X	
Clean mirrors		X		X		X	
Clean sinks and counter tops		X		X		X	
Clean toilets and urinals (interior and exterior)		X		X		X	
Clean stall doors and partitions		X		X		X	
Polish faucets and handles		X		X		X	
Sweep and mop all tile/hard-surface floors		X		X		X	
Vacuum all carpeted floors		X		X		X	
Inspect work and turn off lights		X		X		X	
Clean trash receptacles		X					
Low baseboards, etc.				X			
Dust partitions, lights, etc.						X	

Weekly

Service Closets (total of 3)	S	M	T	W	Th	F	Sa
Clean and organize		X		X		X	
Stock and reorder supplies		X					
Check labels on all products				X			
Clean equipment						X	
Clean service sink		X					
Mop floor				X			
Clean and hang up wet mops		X		X		X	
Check for OSHA compliance		X		X		X	

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Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

ZONE 2

Thorough cleaning of theatre auditorium following live events and films, at dates and times to be determined:

<u>Auditorium</u>	<u>Following Live Events</u>
Dust debris off seats as necessary	X
Pick up debris	X
Sweep (leaf blower recommended) and mop all tile/hard surface floors	X
Vacuum all carpeted floors	X
Disinfect hand rails	X

ZONE 3

Thorough cleaning of backstage dressing room areas following live overts, at dates and times to be determined.

<u>Dressing Rooms (total of 7) and Green Room</u>	<u>Following Live Events</u>
Sweep/mop floors in dressing rooms, restrooms	X
Clear any spills on walls and furniture	X
Clear counter tops	X
Clear mirrors	X
Clear sinks and counter tops in kitchen	X
Spot clean outside of cabinets and appliances	X
Sweep and mop stairs	X
<u>Backstage Service Closet</u>	<u>Following Live Events</u>
Clear and organize	X
Stock and reorder supplies	X
Check labels on all products	X
Clear equipment	X
Clear service sink	X
Mop floor	X
Clear and hang up wet mops	X
Check for OSHA compliance	X
<u>Dressing Room Restrooms (total of 2)</u>	<u>Following Live Events</u>
Knock and announce "Service"	X
Restock toilet tissue, paper towels, soap, and feminine products	X
Clear all dispensers	X
Empt, trash, replace liners as necessary	X
Empt, and clean sanitary receptacles	X
Clear mirrors	X
Clear sinks and counter tops	X
Clear toilets and urinals (interior and exterior)	X
Clear staff doors and partitions	X
Polish faucets and handles	X
Sweep and mop floors	X
Clear trash receptacles	X
Low dust baseboards, etc.	X
High dust partitions, lights, etc.	X

OK
SAB

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

**BID FORM
JANITORIAL SERVICES**

Bidder agrees to supply all materials, labor, and equipment required to perform janitorial services at the Virginia Theatre. The Contract will be awarded based on the total BASE BID offered. Individual areas may be eliminated after award of the contract for this work, based upon available funding.

VIRGINIA THEATRE JANITORIAL SERVICES

Bidder agrees to supply all materials, labor, and equipment required to perform janitorial services at the Virginia Theater:

BASE BID

ZONE 1: Regularly-scheduled cleaning of front-of-house lobbies, office spaces, and restrooms (See pages 6-7 for detailed list of duties):

\$ 25.54 / per hour

ZONE 2: Cleaning of theatre auditorium following live events and films, at dates and times to be determined (See page 8 for duties):

\$ 25.54 / per hour

ZONE 3: Cleaning of backstage dressing rooms and restrooms following live events, at dates and times to be determined (See page 8 for duties):

\$ 25.54 / per hour

ALTERNATE 1

Periodic Work (Scheduled quarterly)

All Areas:

- Extract and clean all carpeted areas
- Vacuum ceiling vents
- Vacuum upholstered furniture
- Wash all interior windows

Per Hour or Per Cleaning:

\$ 27.00 / HR
\$ 25.54 / HR
\$ 25.54 / HR
\$ 25.54 / HR

ALTERNATE 2

Additional Services: Any additional services requested shall be provided at a rate of: \$ 25.54 / per hour.

CONTRACTOR INFORMATION

Number of years company has been in business: 10 YEARS

Licensed by what city/county?: STATE OF ILLINOIS - CERTIFICATE OF GOOD STANDING AUR

Approximately how many employees do you plan to employ on a regular basis for this contract? 3-4

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar services as contained in this specifications package were recently provided (please print):

Government Agency/Company Name: IROQUOIS FEDERAL
Contact Person and Title: BRENDA CRANE - LOAN OFFICER, OPS POC
Phone: 217.355.5096 ext. 1324 Fax: n/a

Contract Period: 2018 - CURRENT
Scope of Work: FRONT ENTRANCE, LOBBY, COMMON AREA, KITCHEN, OFFICES, RESTROOMS, JANITOR CLOSET: FLOOR CARE, DUSTING, TRASH, RESTROOM CARE, FLAT SURFACES

Government Agency/Company Name: ATKINS GOLF CLUB
Contact Person and Title: JIM BUYZE
Phone: 217.244.1142 Fax: n/a

Contract Period: 2021 - CURRENT
Scope of Work: RESTROOMS, LOBBY, DINING FLOOR: FLOOR CARE, DUSTING, TRASH, FLAT SURFACES, ALL RESTROOM CARE

Government Agency/Company Name: PREMIER PRINT GROUP
Contact Person and Title: STEPHANY EARLY
Phone: 217.239.4539 Fax: n/a

Contract Period: 2021 - CURRENT
Scope of Work: ENTRANCES, CUBICLES/OFFICES, RESTROOMS, KITCHEN: FLOOR CARE, GLASS CARE, TRASH, RESTROOM THOROUGH, DUSTING, SANITIZE, FLAT SURFACES

I hereby certify that I am duly authorized to sign as a representative for the bidder submitting the attached bid to the Champaign Park District and that they have read, fully understand, and accept the item detailed in this bid.

Signed this 22nd day of AUGUST, 2022.

SUBMITTED BY:
RAM CLEAN 2, INC.
Company
2513 W. SPRINGFIELD AVE.
Address
SUITE 1, CHAMPAIGN, IL 61821
(217) 693-4963
Phone
amy.james@ramclean.com
Email
AMY JAMES
Authorized Agent (print or type)
Signature of Authorized Agent

6/23

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:


It is the policy of PAMCLEAN 2, INC. (name of company) that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership or any other protected characteristic as established by law. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership or any other protected characteristic as established by law.

All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

- B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request written evidence of the effectiveness of the above-required practices, policies and goals.
- C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.
- D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.
- E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with whom he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.


Signature of Authorized Agent

COO
Title

8/22/22
Date

217-693-4963
Phone

All information provided the Champaign Park District will be held in strictest confidence.

Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: 2513 W. SPRINGFIELD AVE. SUITE 1
CHAMPAIGN, IL 61821
Phone: 217.693.4963 Fax: N/A
Federal employer's identification number: 82.3751155

2. In what capacity would the company do business with the District?
 Contractor Sub-contractor Vendor Supplier Other

3. Major activity of company (principle product or service): JANITORIAL SERVICES

4. Is the company presently pre-qualified to do business with the District or other local and/or state government?
 Yes No If yes, with what agency(ies)? CHAMPAIGN TOWNSHIP; VILLAGE OF RANDOLPH;
FT. WRIGHT, KY; CINCINNATI, OH, COLUMBUS, OH
During the last 12 months has the company performed business with any governmental agency (federal, state, county, municipal, school districts, etc.)?
 Yes No If yes, with what agency(ies)? ACCEL SCHOOLS OF COLUMBUS OHIO, VILLAGE
BOYS & GIRLS CLUBS OF GREATER CINCINNATI OHIO, OF RANDOLPH POLICE & FIRE, SANITATION DISTRICT OF FT. WRIGHT KENTUCKY

Part II: Policies and Practices

1. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, age, national origin, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, civil union partnership, or any other protected characteristic as established by law? Yes No

2. Has the company developed a written affirmative action policy?
 Yes No If yes, a copy of the policy shall be provided to the District upon request.

3. Does the company have an affirmative action officer or person responsible for affirmative action?
 Yes If yes, please complete. No
Name: ASHLEE VERCLER
Title: COO
Phone: 217.693.4963

4. Does the company have bargaining agreements with employee organizations?
 Yes No
If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program? Yes No

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Champaign Park District: Request for Bids to Provide Janitorial Services at Virginia Theatre

Comments: n/a

5. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? Yes No

Comments: NOT APPLICABLE - WE WILL NOT USE SUBCONTRACTORS; WE PROVIDE OUR OWN W-2 WORKERS TO PERFORM ALL TASKS

Part III: Personnel Inventory

Occupations	White		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers	3	3	0	0	3	0	0	0
Professionals	-	-	-	-	-	-	-	-
Technical	-	-	-	-	-	-	-	-
Sales Workers	1	0	-	-	-	-	-	-
Office & Clerical	2	1	-	-	0	2	-	-
Crafts (skilled)	-	-	-	-	-	-	-	-
Operatives (semi-skilled)	-	-	-	-	-	-	-	-
Laborers (unskilled)	9	10	2	0	66	55	0	0
Service Workers	-	-	-	-	-	-	-	-
Apprentices (blue collar)	-	-	-	-	-	-	-	-
On the job trainees (blue collar)	-	-	-	-	-	-	-	-
On the job trainees (white collar)	-	-	-	-	-	-	-	-
Totals	16	14	2	0	69	57	0	0

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

Above employee figures were obtained from: Visual check Employment records

* NOT ALL EMPLOYEES CHOSE TO SELECT OPTION DURING ONBOARDING, SO INFO GATHERED USING COMBINATION.


Signature of Authorized Agent

COO
Title

8/22/22
Date

217.693.4963
Phone



**AMENDMENT TO 2022-2023 AGREEMENT BETWEEN
RAMCLEAN 2, INC. AND CHAMPAIGN PARK DISTRICT**

THIS AMENDMENT is made, entered into, and effective as of Tuesday, September 26, 2023, by and between the **Champaign Park District**, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and **RamClean 2, Inc.**, a for-profit corporation (hereinafter referred to as "RamClean"), whose principal address is 2026B Glenn Park Drive, Champaign, Illinois 61821.

Section 1 – General Purpose. With this Amendment, Park District and RamClean mutually agree to renew for a period of one year an Agreement between Park District and RamClean which provides the terms and conditions whereby RamClean shall supply cleaning services at the Park District’s Virginia Theatre, which has a principal address of 203 West Park Avenue, Champaign, Illinois, 61820.

Section 2 – Term. The amended Agreement between Park District and RamClean shall be effective for a period of **one year to begin Tuesday, September 26, 2023, and to end Wednesday, September 25, 2024.** This Agreement may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail, return receipt requested, with an additional copy, sent by regular U.S. mail, addressed to the other Party at the address indicated below in Section 6 – Notice.

Section 3 – Authority to Execute Amendment to Agreement. Each person or entity executing this Amendment to the Agreement represents that he/she/it is authorized to execute the Amendment to the Agreement. Each person executing this Amendment on behalf of any entity represents that he or she is authorized to execute this Amendment on behalf of such entity.

Section 4 – Counterparts. This Amendment shall be executed in duplicate, each of which shall be deemed to be an original.

Section 5 – Entire Agreement and Amendment. The Amendment to the Agreement and the Agreement, as executed in writing by the Parties, constitute(s) the entire Agreement between Park District and Farren’s, and may be changed, modified, or further amended only by mutual written Agreement executed by Park District and RamClean.

Section 6 – Notice. All notices required under this agreement shall be in writing and shall be deemed to be given on the date they were sent by certified mail, return receipt requested, to the address for the respective Party stated below. In addition, any such notice shall also be sent by first class regular U.S. mail to:

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

RamClean 2, Inc.
Attn.: Amy James
Operations Manager
2026B Glenn Park Drive
Champaign, IL 61821

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

Champaign Park District

RamClean 2, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Extension of Virginia Theatre Alcohol Concession Agreement for 2023-2024

Proposal

To allow liquor service, including wine, beer, and spirits, at select Virginia Theatre events under a one-year extension of the current agreement between the Champaign Park District (CPD) and Carbri, Inc., doing business as Farren's Pub & Eatery (Farren's), a Champaign merchant.

Background

Since 2013, alcohol has been served at select Virginia Theatre events by outside merchants who are contracted to sell wine and beer in the facility's lobbies. No glass containers are used, and the alcohol concession at these events—recent examples include Lyle Lovett, Ann Wilson, and Pat Metheny—has been carefully monitored, and service has gone without incident.

For the past eight years, Farren's has been the sole CPD merchant partner for alcohol service at the Virginia Theatre and has paid CPD a commission of 25% of their net sales, providing the theatre with additional revenue while enhancing service to its patrons.

The partnering merchant for alcohol service at the Virginia is responsible for training their own staff and acting as an independent business-within-a-business, bringing their own supplies and handling set-up and tear-down. The merchant is responsible for their own stock, insurance, alcohol licensing, "Bassett" certification of bar staff, identification checks, and sales to the public.

On September 13, 2022, the CPD Board of Commissioners authorized the Executive Director to execute an agreement with Farren's to serve liquor at the Virginia Theatre for a period of one year, ending at midnight on September 12, 2023, and with the option to renew for one additional year by mutual agreement of both CPD and Farren's.

Prior Board Action

In 2015, 2016, and 2017, CPD signed successive agreements, each for a period of one year, with Farren's to act as sole merchant partner for public liquor sales at the Virginia Theatre. In 2018, the Board of Commissioners authorized the extension of its 2017 agreement with Farren's for a period of one additional year, until September 12, 2019. On July 25, 2018, the Board of Commissioners also approved a proposal to allow the service of spirits at the Virginia, along with the previously approved service of wine and beer.

In 2019, the Board of Commissioners again authorized an agreement with Farren's to act as sole merchant partner for public liquor sales at the Virginia Theatre for a period of one year. With the closure of the Virginia during the COVID-19 pandemic, the Board approved additional extensions in 2020 and 2021 of the CPD agreement with Farren's until September 12, 2022.

The most recent agreement with Farren's was executed by CPD on September 13, 2022, following a public Request-for-Proposals process.

Budget Impact

Since the Virginia's partnering liquor merchant is responsible for all costs involved in offering the service, expense for CPD is limited to the City of Champaign-mandated purchase of Class T-3 Temporary Liquor Licenses, one per event. There is a non-refundable fee of \$80.00 per license, projected at \$1,920.00 for the fiscal year. CPD staff are also investigating applying for an annual Theatre-Class (TH) Liquor License, which would total \$2,400.00 and is included in the Virginia's approved FY24 Concessions budget. Staff also report that current liquor sales commissions offset the cost of the Liquor Licenses.

Recommended Action

Staff recommends approval of an extension of the current agreement between CPD and Farren's to act as sole merchant partner for public alcohol sales, including wine, beer, and spirits, at the Virginia Theatre for a one-year period beginning September 13, 2023, to September 12, 2024 and authorize the Executive Director to enter into the agreement.

Prepared by:

Steven Bentz
Director, Virginia Theatre

Reviewed by:

Sarah Sandquist
Executive Director

**AGREEMENT BETWEEN
CARBRI, INC., DOING BUSINESS AS FARREN'S PUB & EATERY,
AND CHAMPAIGN PARK DISTRICT**

THIS AGREEMENT is made, entered into, and effective as of September 13, 2022, by and between **Champaign Park District**, a municipal corporation (hereinafter referred to as "Park District"), which has a principal address of 706 Kenwood Road, Champaign, Illinois, 61821, and **Carbri, Inc., doing business as Farren's Pub & Eatery** (hereinafter referred to as "Farren's"), which has a principal address of 117 North Walnut Street, Champaign, Illinois, 61820.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

Section 1 - General Purpose. The purpose of this Agreement is to provide the terms and conditions whereby Farren's shall be permitted to sell and distribute alcoholic beverages (including beer, wine, and other types of alcoholic beverages) at the Park District's Virginia Theatre, which has a principal address of 203 West Park Avenue, Champaign, Illinois, 61820, and including, without limitation, the requirements for the purchase of insurance, licensure, reporting, and compliance with the policies and procedures of Park District.

Section 2 - Term. The term of this Agreement shall be effective for a one (1) year period commencing on September 13, 2022, and ending at midnight, September 12, 2023, with the option to renew for one additional year by mutual agreement of Farren's and Park District.

Section 3 - Termination. (a) This Agreement may be terminated by the Parties by a mutual written agreement at any time. (b) This Agreement may be terminated for cause in the event of a breach by a Party. In the event of a termination for cause, the non-breaching Party shall provide the breaching Party with a written notice informing the breaching Party of the nature of such cause and providing ten (10) days' notice to cure. In the event the breaching Party fails to cure within such ten (10) day period, then the non-breaching Party shall send a further notice informing the breaching Party that this Agreement is terminated. (c) Either Party may terminate this Agreement upon providing a thirty (30) day written notice to the other Party.

Section 4 - Farren's Responsibilities. Farren's shall:

- A. Provide a selection of beer, wine, and other types of alcoholic beverages at the Virginia Theatre for suitable events determined by Park District. Staffing will be based on the anticipated attendance in order to provide efficient service to event patrons.
- B. Provide supplies the day of the event and removal of such supplies at the end of said event(s), unless event(s) are on consecutive days, and/or arrangements are made with the Virginia Theatre Director for removal at a later date.
- C. Provide Park District with a monthly report in the form of an Excel spreadsheet that shall be prepared on the first day of the following month accounting for the prior month's sales. Copies of sales, expense, and revenue figures shall be kept on file at both Farren's and Virginia Theatre. Twenty-five percent (25%) of Farren's net sales shall be payable to Park

District. Net sales is defined as gross receipts from the sale of beer, wine, and other types of alcoholic beverages, less licensing fees, sales tax, labor costs, and cost of goods sold related to the applicable event. Payment to Park District shall be due on the seventh (7th) day of each month.

- D. Abide by all policies and procedures of Park District including Park District Risk Management Association (PDRMA) recommended guidelines and policies.

Section 4 - Champaign Park District Responsibilities. Park District shall:

- A. Provide Farren's with space(s) for distribution of alcoholic beverages. Park District reserves the right to determine appropriate area for distribution of such beverages.
- B. Provide copies of all relevant Park District guidelines and policies, including those from Park District Risk Management Association (PDRMA).

Section 5 - Farren's Equipment. Park District shall not be responsible for lost, stolen, or damaged equipment or items; and Farren's shall indemnify and hold harmless Park District for any lost, stolen, or damaged equipment. Furthermore, Farren's shall pay for the repair or replacement of any Park District property that is lost, stolen, or damaged by Farren's, its officers, employees, agents, or representatives.

Section 6 - Rules, Laws and Ordinances. Farren's shall comply with all applicable laws, ordinances, regulations, rules, and applicable policies, whether federal, state, city of Champaign, or Park District, regarding the matters which are the subject of this Agreement.

Section 7 - Insurance. Farren's shall keep in force, to the satisfaction of Park District, at all times relevant hereto, commercial general liability (CGL), and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location with a limit of not less than \$2,000,000. Liquor and Dram Shop liability coverage shall also be provided with a limit of not less than \$1,000,000 per occurrence and \$2,000,000.00 in aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 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).

Park District and its commissioners, officers, employees, volunteers, and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Farren's insurance and shall not contribute with it.

FARREN'S shall provide all required proof of insurance to Park District no later than September 13, 2022.

Section 8 - Hold Harmless and Indemnification. Farren's shall indemnify and hold harmless Park District and its commissioners, officers, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including, but not limited to, legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with, (a) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (b) any act, omission, or error on the part of Farren's or any of its partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (c) any accident, injury, or damage whatsoever occurring in or upon any Park District property or facility which is not caused 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 Section. Farren's shall similarly protect, indemnify, and hold and save harmless Park District, its commissioners, officers, employees, volunteers, 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 Farren's breach of any of its obligations under, or Farren's default of, any provision of this Agreement.

Section 9 - Independent Contractors. Notwithstanding any other provision of this Agreement, the relationship between Park District and Farren's is, and shall remain, one of independent contractors. This Agreement shall not, in any manner whatsoever, be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, Farren's may from time to time hire person(s) to perform labor and other services for it, and any such person shall not be construed to be an employee, agent, or representative of or contractor with the Park District in any manner whatsoever. Furthermore, Farren's does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance, or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.

Section 10 - Severability. In the event any one or more of the provisions contained in this Agreement shall 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 11 - Assignment - Binding Effect. Either Party, or any subsidiary, successor, partner, employee, agent, or affiliate shall not assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

Section 12 - Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 13 - Default. In the event that either Party fails to comply with the terms of this Agreement, then the non-defaulting Party shall have the right to enforce this Agreement by obtaining any remedy available to it under law or equity in the state of Illinois.

Section 14 - Notice. Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent by certified or registered United

States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery by a reputable courier to the address of the Party set forth herein or (d) telecopied to the Fax number of the Party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

CHAMPAIGN PARK DISTRICT

Attention: Joseph C. DeLuce
Executive Director
706 Kenwood Road
Champaign, IL 61821

CARBRI, INC., d/b/a FARREN'S PUB & EATERY

Attention: Carolyn Farren
Proprietor
119 North Walnut Street
Champaign, IL 61820

Section 15 - Authority to Execute Agreement. Each person or entity executing this Agreement represents that he/she/it is authorized to execute the Agreement. Each person executing this Agreement on behalf of any entity represents that he or she is authorized to execute this Agreement on behalf of such entity.

Section 16 - Counterparts. 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 shall constitute one and the same instrument. It shall not be necessary that any single counterpart be executed by all Parties so long as at least one (1) counterpart is executed by each Party. A facsimile, PDF copy, photocopy, or other electronic form of any signature shall have the same force and effect as an original.

Section 17 - Applicable Law and Venue. The Parties agree that the laws of the State of Illinois shall govern the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, a state or federal court located in Champaign County, Illinois, shall be the appropriate venue for such claim or suit.

Section 18 - Entire Agreement and Amendment. This Agreement, and any written addendum, amendment, or exhibit to it, executed in writing by the Parties constitute(s) the entire Agreement between Park District and Farren's, and may be changed, modified, or amended only by mutual written agreement executed by the Parties.

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

CHAMPAIGN PARK DISTRICT

CARBRI, INC., d/b/a FARREN'S PUB & EATERY

By:


Joe DeLuce, Executive Director

By:


Carolyn Farren, Proprietor

Attest:

By:


Jarrod Scheunemann, Director of Administrative Services



**AMENDMENT TO 2022-2023 AGREEMENT BETWEEN
CARBRI, INC., DOING BUSINESS AS FARREN’S PUB & EATERY
AND CHAMPAIGN PARK DISTRICT**

THIS AMENDMENT is made, entered into, and effective as of Wednesday, September 13, 2023, by and between the **Champaign Park District**, a municipal corporation (hereinafter referred to as, “Park District”), whose principal address is 706 Kenwood Road, Champaign, Illinois, 61821, and **Carbri, Inc., doing business as Farren’s Pub & Eatery**, a for-profit corporation (hereinafter referred to as “Farren’s”), whose principal address is 117 North Walnut Street, Champaign, Illinois 61820.

Section 1 – General Purpose. With this Amendment, Park District and Farren’s mutually agree to renew for a period of one year an Agreement between Park District and Farren’s which provides the terms and conditions whereby Farren’s shall be permitted to sell and distribute alcoholic beverages (including wine, beer, and other types of alcoholic beverages) at the Park District’s Virginia Theatre, which has a principal address of 203 West Park Avenue, Champaign, Illinois, 61820.

Section 2 – Term. The amended Agreement between Park District and Farren’s shall be effective for a period of **one year to begin Wednesday, September 13, 2023, and to end Thursday, September 12, 2024.** This Agreement may be terminated by either Party, in whole or in part, without showing cause, by giving at least thirty (30) days written notice by certified mail.

Section 3 – Authority to Execute Amendment to Agreement. Each person or entity executing this Amendment to the Agreement represents that he/she/it is authorized to execute the Amendment to the Agreement. Each person executing this Amendment on behalf of any entity represents that he or she is authorized to execute this Amendment on behalf of such entity.

Section 4 – Counterparts. This Amendment shall be executed in duplicate, each of which shall be deemed to be an original.

Section 5 – Entire Agreement and Amendment. The Amendment to the Agreement and the Agreement, as executed in writing by the Parties, constitute(s) the entire Agreement between Park District and Farren’s, and may be changed, modified, or further amended only by mutual written Agreement executed by Park District and Farren’s.

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

Champaign Park District

Carbri, Inc., D.B.A. Farren’s Pub & Eatery

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Approval of Agreement with the City of Champaign for Hedge Park

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.

A draft intergovernmental agreement has been revised by the Park District Counsel and City Attorney and has been attached to this memo as an exhibit for the Board's consideration.

Prior Board Action

June 28, 2023 – Study Session: The Board reviewed and discussed Hedge Park's design elements, recreation amenities and a draft of an intergovernmental agreement with the City of Champaign.

July 12, 2023 – Regular Board Meeting: The Board reviewed a draft of the intergovernmental agreement. Approval of the agreement was tabled until the City's requested revisions to the agreement have been received.

July 26, 2023 - Special Board Meeting: The Board reviewed the second draft of an intergovernmental agreement with the City of Champaign and recommended additional revisions. The agreement was tabled at this time.

Recommended Action

Staff recommend approval of an intergovernmental agreement with the City of Champaign for Hedge Park.

Prepared by:

Jarrod Scheunemann
Director of Administrative Services

Reviewed by:

Sarah Sandquist
Executive Director

AN INTERGOVERNMENTAL AND LICENSE AGREEMENT
FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FACILITIES
AT HEDGE PARK, GARDEN HILLS
(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~~shall 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 Hedge 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 acknowledge that the license of a similarly City owned and Park District licensed park known as Citizens Park shall be terminated pursuant to this Agreement; and~~

~~WHEREAS, the City recognizes the many years of recreational programming experience of the Park District, including neighborhood programs and special events. Permanent facilities at Hedge Park will increase the capacity for additional programs that benefit and offer opportunities for the Garden Hills neighborhood; and~~

~~WHEREAS, Hedge ~~p~~Park will provide a recreation space on the southern side of the railroad tracks operated by Norfolk Southern, which will reduce the pedestrian distance to a park to less than ½ a mile for most residents of the Garden Hills neighborhood, which is a best practice standard recognized by the National Recreation and Parks Association; and~~

~~WHEREAS, the City and Park District wish to set forth their understanding as to how improvements ~~shall~~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~~shall 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 hereby 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-Such 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:

- a. Those items described in Section 1 of this Agreement and described in Exhibits B and C;
- b. Operation, maintenance, rehabilitation, inspection, 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.

c. Operation, maintenance, rehabilitation, inspection, 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.

d. ~~Installation, M~~Maintenance, rehabilitation, inspection, 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. The City shall install the trees located within Hedge Park in consultation with the Park District, after which time, they shall become the responsibility of the Park District.

e. Management of Canadian Geese (Branta canadensis) within the Project Area and Hedge Park, including obtaining nuisance wildlife control (egg oiling) permits from the Illinois Department of Natural Resources, goose dropping removal on all multi-purpose trails and hardscape within the Project Area and Hedge Park.

f. 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.

g. Operation, maintenance, rehabilitation, and replacement of all Hedge Park WiFi internet access services; including payment of fiber optic or other broadband services.

h. 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.

i. Installation of infrastructure and amenities associated with waste management, including but not limited to trash cans, recycling cans, grill ash bins and lids, except for dog waste management amenities.

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~~ identified in the Project Area:

a. General operation, ~~and~~ maintenance, and inspection of Hedge Park pursuant to the License described in Section 2, including reservation and rental pursuant to Park District policy.

b. Mowing, lawncare, inspection, maintenance, and repair of real and faux turf areas within Hedge Park.

c. Operation, maintenance, rehabilitation, inspection, and replacement of all ~~features recreational, health, and cultural amenities~~ features within Hedge Park, as identified on Exhibit B and described in Exhibit C, including all incidental components necessary for

normal function of ~~the~~ such features; except the features listed as City responsibility ~~under pursuant to~~ Section 3. Any features not described within the Exhibits shall be presumed to be a Park District responsibility if they are recreational, health, vegetation, educational, or cultural amenities. Any infrastructure features not so described shall be presumed to be a City responsibility. Notwithstanding the foregoing, the Parties shall share equally in the maintenance costs and replacement of the “Sutu wall”.

Commented [KC1]: This is OK.

d. Operation, installation, maintenance, inspection, 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.

e. Collaboration with the City on the design, appearance and phrasing of the Park Entrance sign located along Hedge Road near the Mattis Avenue entrance. ~~including Collaboration~~ collaboration with the City on future sign replacements, if necessary.

f. Waste management services, including but not limited to trash removal, and collection from trash cans, grill ash bins and lids, recycling bins, cans, 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.

Commented [KC2]: Fine

g. ~~Installation~~ Installation of dog waste stations, dog waste bag holders, dog waste bags, and associated signs. Waste management equipment installation

h. ~~The, and~~ maintenance, and replacement of infrastructure and amenities associated with waste management, including but not limited to trash cans, recycling cans, grill ash bins and 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 Engineers suitably located within or closely proximate to Hedge Park. The Park District ~~is shall~~ also be

responsible for dog waste stations located outside Hedge Park ~~but~~ within or closely proximate to the Project Area at suitable locations ~~mutually agreed upon by the Park District and City Engineer,~~ as identified on Exhibit A.

ih. Design, installation, maintenance and replacement of signage internal to Hedge Park such as regulatory, directional, and rules signage. ~~Locations~~ The locations of such signage shall be mutually agreed upon between the Park District Director and the City Engineer.

ii. 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 consistent 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 Executive Director and City Engineer ~~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. At the time of replacement or change of site design, City staff shall be informed of the bid or selection process for replacement elements and design services, if applicable. To the extent that the City has concerns about such replacements or design which relate to the structural or engineering integrity thereof or financially contributes to any cost sharing therein, then City engineers~~ the City's designee(s) may participate in addressing such changes to a mutually satisfactory outcome, ~~provided that, the Park District's decision shall control.~~

kj. Snow ~~removal~~ plowing, shoveling and de-icing, ~~based on~~ shall be undertaken pursuant to Park District policy, ~~within~~ Hedge Park and its approach sidewalks, and on

Commented [KC3]: This is fine

multipurpose trails and sidewalks within the Project Area surrounding the detention basins, as further described on Exhibit A.

~~lk. 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. Undertaking regular Park programming and events. The Park District shall undertake programming and events within Hedge Park consistent with current methods and practices in its parks and facilities, and its overall community programming, and with an emphasis on equitable access to Park District resources. The City recognizes the many years of park and recreational programming experience of the Park District. The Park District shall undertake programming at the Park consistent with its then current programming methods and practices, taking into consideration existing contractual programming as well as any limitations inherent to the space constraints of Hedge Park; provided that, at all times such programming shall be within the sole discretion of the Park District. The Park District shall provide the City with programming information undertaken upon request.~~

(Replacement for subsection l above) In recognition and appreciation of the City's and Park District's understanding of community needs, the Park District shall undertake programming and events at Hedge Park consistent with its customary and ongoing equitable methods and practices. Upon request, the Park District shall provide the City with programming information it has undertaken.

~~Section 5. Citizens Park License Termination. The City and Park district previously entered into license agreements on or about November 20, 1990 and December 11, 1991 involving property currently known as Citizens Park. Pursuant to this Agreement, the City and Park~~

District agree that such licenses are hereby terminated and any responsibility of such park is hereby ceded and returned to the City.

Section 56. 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 67. 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 owned and/or 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, notwithstanding any other term of this Agreement and regardless of any insurance obtained by the City for the benefit of the Park District, the City hereby waives, releases and shall protect and defend the Park District and acknowledges that the Park District

~~shall not be liable for, and~~ the City shall ~~hold harmless~~, indemnify and ~~defend~~hold the Park District, ~~and (including all of~~ its commissioners, representatives, volunteers, agents, officers, and employees), ~~agents, representatives, and volunteers harmless from~~ ~~on the same terms as set forth above for any and all~~any 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, representatives, volunteers, agents, officers, and 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~~ owned and/or maintained portion of the 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 Park District or its commissioners, representatives, volunteers, officers, employees, or agents.

Section 78. 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-basis~~ 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 89. Term, Breach, and Termination. This Agreement shall ~~remain in general effect~~ be for an initial term of fifteen (15) years from the date of full execution by the Parties. Within twelve months of the end of the initial term, or any subsequent term, the Parties may meet to discuss any proposed amendments to the Agreement. The Parties may otherwise amend this agreement by further mutual, written agreement, at any time. This Agreement shall automatically renew for additional three (3) year terms following the initial term. Either Party may terminate this Agreement upon twelve (12) months written notice prior to the conclusion of the initial term or any subsequent term, but only after meeting with the non-terminating Party regarding such termination. In the event that either Party breaches, defaults in the performance of, or otherwise fails to comply with this Agreement, the other Party ~~may~~ shall 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 within such sixty (60) days shall be a basis for termination

~~upon a further thirty-two (32) day notice. The Parties may otherwise amend or terminate this Agreement by further mutual agreement, or by the City. Either Party may unilaterally terminate this Agreement, but only after meeting with the Park District non-terminating Party regarding the such termination and providing at least six (6) months of written advance notice of such termination. To facilitate the period of termination, and except for termination due to breach of this Agreement, any replacement or maintenance obligations of the Parties shall remain in effect for a period of three (3) years following the date of termination. if this Agreement is terminated by the Park District, the terms of this Agreement shall continue in full force and effect for twenty-four (24) months following the date of termination. Any Park District owned or maintained readily removable and non-permanent elements shall be removed or modified, at the expense of the Park District, upon the request of the City. Any replacement or maintenance obligations of the Parties shall remain in effect for a period of five (5) years after the termination date.s~~

(Replacement for Section 9)

9. Agreement Duration Terms and Conditions. This section addresses the duration of the Agreement and its termination.

a. Initial Term and Extension. This Agreement shall be for an initial term (Initial Term) of fifteen (15) years from the date it is fully executed by the Parties. At least twelve (12) but no more than fifteen (15) months prior to the end of the Initial Term, the Parties shall upon notice confer to address extending the term of this Agreement. The Parties may mutually agree to extend this Agreement in and for subsequent five (5) year periods by utilizing the notice and conferring process set forth herein. In the event no notice and conferring process is utilized by the Parties, the Agreement shall be deemed to have renewed on the same terms and conditions as

the prior term. Upon termination, any Park District owned or maintained readily removable and non-permanent elements shall be removed or modified, at the expense of the Park District, upon the request of the City.

b. Unilateral Termination by a Party. Either Party may terminate this Agreement upon fifteen (15) months notice prior to the end of the Initial Term or further extension of this Agreement in order for the non-terminating Party to have adequate time to undertake termination measures such as, usual and customary maintenance, equipment moving, and programming. Notwithstanding the foregoing, the Parties ~~may~~ shall confer during such period to determine whether the matters giving rise to such termination can be resolved, and terms related to wind-down of the Agreement, including maintenance and programming.

c. Termination for Breach or Default. In the event either Party breaches, defaults in compliance with or performance of this Agreement, the other Party shall provide notice of the same and permit sixty (60) days after the date of the notice for cure of the breach or default. The failure to cure within such period shall be a basis for termination upon a further (30) day notice.

d. Termination or Amendment by Agreement. The Parties may terminate or amend this Agreement at any time by mutual written agreement.

Section 910. Performance. ~~If the Park District a Party~~ does not perform one or more of the responsibilities -any of the items listed/identified in Sections 3 and 4 to the reasonable satisfaction of the ~~City~~other, then the City performing Party in compliance may, but ~~not~~shall not be obligated to, perform such ~~item responsibility~~; However, thereafter, the City the performing Party shall be entitled to be reimbursed the cost of performing the unperformed responsibilities of the other Party bill the cost of the same to the Park District at commercially reasonable expense, which shall be promptly paid by the ~~Park District~~non-performing Party within thirty-

~~five (35) days of submitting an invoice for such expense.~~ Prior to undertaking any such performance, ~~by the City and~~ except in the event of an emergency, the City-performing Party shall provide written notice to the Park-District-non-performing Party of its intent to complete ~~the item~~ such responsibility at least fourteen (14) days in advance ~~to give in order to provide the Park District-non-performing Party~~ -an opportunity to perform. If the ~~item-responsibility(ies)~~ cannot be reasonably ~~be~~ completed within such fourteen (14) days, the Parties ~~may agree upon~~ shall undertake reasonable good faith efforts to determine a suitable-a different timeline for such performance ~~in the discretion of the City.~~

Section 4011. 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 412. 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 413. Applicable Law and Venue. The Parties shall comply with all applicable federal, state and local statutes, rules, regulations, and ordinances with regard to the performance of carrying out of the terms of this Agreement. In the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois, shall be the venue for such claim or suit.

Section 414. 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 415. 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 416. Binding Effect; Timing. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their permitted successors or assigns. There are no third party beneficiaries of this Agreement. Time is of the essence.

Section 417. Entire Agreement and Amendment. This Agreement and any Exhibit, 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.

Section 18. Force Majeure. A Party shall not be liable for, nor shall it be considered in breach of this Agreement due to, in whole or in part, any delay, failure or inability to perform the Services or other obligations under this Agreement as a result of a cause beyond its reasonable control, including, without limitation, any act of God or a public enemy or terrorist; any act, omission, or delay in action of any military, governmental, quasi-governmental, or regulatory authority or agency; any declared local, state, regional, or federal emergency; change in any law, rule, or regulation; any natural disaster or other like event; any epidemic or pandemic; any quarantine, self-quarantine, shelter-in-place, or like preventive measure issued or recommended by any governmental or quasi-governmental authority or agency; or any disruption or outage of communications, power or other utility.

Section 19. Counterparts and Signatures. This Agreement may be executed in one or more counterparts and shall be binding on a Party upon execution. Any original executed in counterpart shall be deemed an executed original. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means ("Electronic Signature"), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.

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

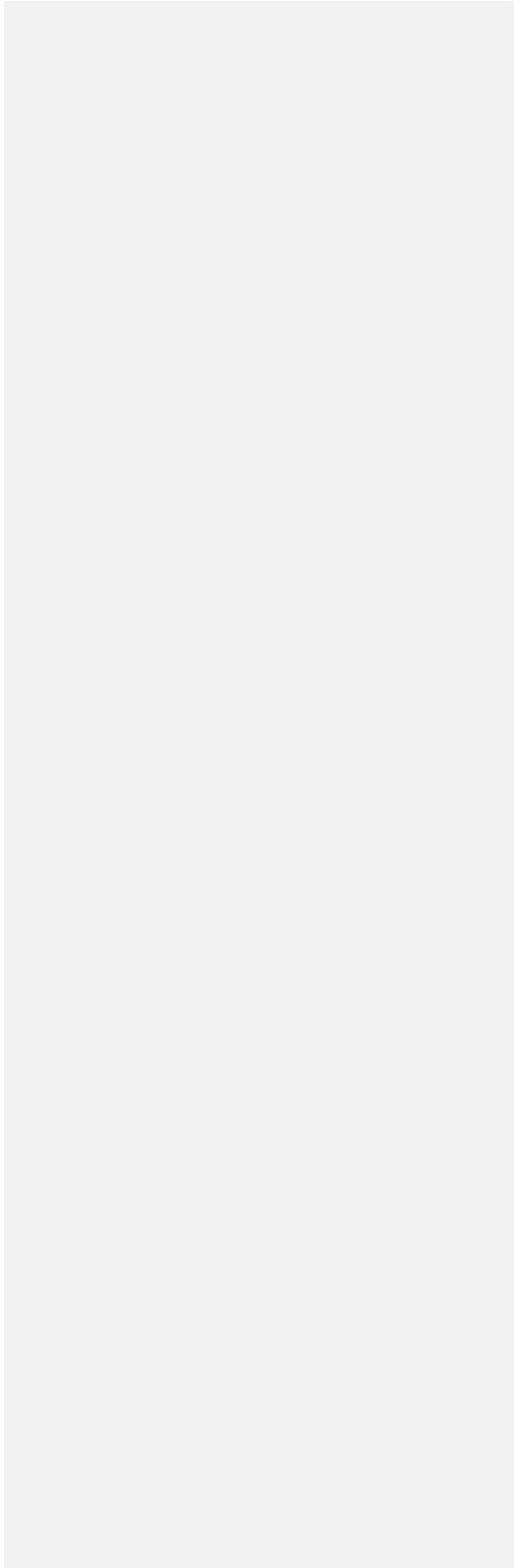
City Attorney

Its Attorney

Exhibit A: Project Area Map

Exhibit B: Hedge Park Map

Exhibit C: Hedge Park Legal Description



AN INTERGOVERNMENTAL AND LICENSE AGREEMENT
FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FACILITIES
AT HEDGE PARK, GARDEN HILLS
(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 more particularly 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 shall 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 each other's contribution to the Project and maintenance of the Project Area and Hedge Park, and both Parties agree that a Hedge 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 recognizes the many years of recreational programming experience of the Park District, including neighborhood programs and special events. Permanent facilities at Hedge Park will increase the capacity for additional programs that benefit and offer opportunities for the Garden Hills neighborhood; and

WHEREAS, Hedge Park will provide a recreation space on the southern side of the railroad tracks operated by Norfolk Southern, which will reduce the pedestrian distance to a park to less than ½ a mile for most residents of the Garden Hills neighborhood, which is a best practice standard recognized by the National Recreation and Parks Association; and

WHEREAS, the City and Park District wish to set forth their understanding as to how improvements shall 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 shall allow ease of administration and 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 hereby 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. Such 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:

- a. Those items described in Section 1 of this Agreement and described in Exhibits B and C;
- b. Operation, maintenance, rehabilitation, inspection, 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.
- c. Operation, maintenance, rehabilitation, inspection, 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.

- d. Maintenance, rehabilitation, inspection, 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. The City shall install the trees located within Hedge Park in consultation with the Park District, after which time, they shall become the responsibility of the Park District.
- e. Management of Canada Geese (*Branta canadensis*) within the Project Area and Hedge Park, including obtaining nuisance wildlife control (egg oiling) permits from the Illinois Department of Natural Resources, goose dropping removal on all multi-purpose trails and hardscape within the Project Area and Hedge Park.
- f. 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.
- g. Operation, maintenance, rehabilitation, and replacement of all Hedge Park WiFi internet access services; including payment of fiber optic or other broadband services.
- h. 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 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.

- i. Installation of infrastructure and amenities associated with waste management, including but not limited to trash cans, recycling cans, grill ash bins and lids, except for dog waste management amenities.

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 identified in the Project Area:

- a. General operation, maintenance, and inspection of Hedge Park pursuant to the License described in Section 2, including reservation and rental pursuant to Park District policy.
- b. Mowing, lawncare, inspection, maintenance, and repair of real and faux turf areas within Hedge Park.
- c. Operation, maintenance, rehabilitation, inspection, 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 such features; except the features listed as City responsibility pursuant to Section 3. Any features not described within the Exhibits shall be presumed to be a Park District responsibility if they are recreational, health, vegetation, educational, or cultural amenities. Any infrastructure

features not so described shall be presumed to be a City responsibility. Notwithstanding the foregoing, the Parties shall share equally in the maintenance costs and replacement of the “Sutu wall”.

d. Operation, installation, maintenance, inspection, 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.

e. Collaboration with the City on the design, appearance and phrasing of the Park Entrance sign located along Hedge Road near the Mattis Avenue entrance, including collaboration with the City on future sign replacements, if necessary.

f. Waste management services, including but not limited to trash removal and collection from trash cans, grill ash bins and lids, recycling cans, 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.

g. Installation of dog waste stations, dog waste bag holders, dog waste bags, and associated signs.

h. The maintenance and replacement of infrastructure and amenities associated with waste management, including but not limited to trash cans, recycling cans, grill ash bins and lids, dog waste stations, dog waste bag holders, dog waste bags and associated signs at locations suitably located within or closely proximate to Hedge Park. The Park District shall also be responsible for dog waste stations located outside Hedge Park but within or closely proximate to the Project Area at suitable locations as identified on Exhibit A.

- i. Design, installation, maintenance and replacement of signage internal to Hedge Park such as regulatory, directional, and rules signage. The locations of such signage shall be mutually agreed upon between the Park District Director and the City Engineer.
- j. 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 consistent 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 Executive Director and City Engineer.. At the time of replacement or change of site design, City staff shall be informed of the bid or selection process for replacement elements and design services, if applicable. To the extent that the City has concerns about such replacements or design or financially contributes to any cost sharing therein, then the City's designee(s) may participate in addressing such changes to a mutually satisfactory outcome, provided that, the Park District's decision shall control.
- k. Snow plowing, shoveling and de-icing, shall be undertaken pursuant to 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.
- l. Undertaking regular Park programming and events. In recognition and appreciation of the City's and Park District's understanding of community needs, the Park District shall undertake programming and events at Hedge Park consistent with its customary and ongoing equitable methods and practices. Upon request, the Park District shall provide the City with programming information it has undertaken.

Section 6. 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.

Section 7. 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 owned and/or 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, notwithstanding any other term of this Agreement and regardless of any insurance obtained by the City for the benefit of the Park District, the City hereby waives, releases and shall protect and defend the Park District and acknowledges that the Park District shall not be liable for, and the City shall indemnify and hold the Park District, (including all of its commissioners, representatives, volunteers, agents, officers, and employees) harmless from any 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, representatives, volunteers, agents, officers, and employees 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/or maintained portion of the 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 Park District or its commissioners, representatives, volunteers, officers, employees, or agents.

Section 8. 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 basis 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 9. Term, Breach, and Termination. This section addresses the duration of the Agreement and its termination.

a. Initial Term and Extension. This Agreement shall be for an initial term (Initial Term) of fifteen (15) years from the date it is fully executed by the Parties. At least twelve (12) but no more than fifteen (15) months prior to the end of the Initial Term, the Parties shall upon notice confer to address extending the term of this Agreement. The Parties may mutually agree to extend this Agreement in and for subsequent five (5) year periods by utilizing the notice and conferring process set forth herein. In the event no notice and conferring process is utilized by the Parties, the Agreement shall be deemed to have renewed on the same terms and conditions as the prior term. Upon termination, any Park District owned or maintained readily removable and non-permanent elements shall be removed or modified, at the expense of the Park District, upon the request of the City.

b. Unilateral Termination by a Party. Either Party may terminate this Agreement upon fifteen (15) months notice prior to the end of the Initial Term or further extension of this Agreement in order for the non-terminating Party to have adequate time to undertake termination measures such as, usual and customary maintenance, equipment moving, and programming. Notwithstanding the foregoing, the Parties ~~may~~ shall confer during such period to determine whether the matters giving rise to such termination can be resolved, and terms related to wind-down of the Agreement, including maintenance and programming.

c. Termination for Breach or Default. In the event either Party breaches, defaults in compliance with or performance of this Agreement, the other Party shall provide notice of the

same and permit sixty (60) days after the date of the notice for cure of the breach or default. The failure to cure within such period shall be a basis for termination upon a further (30) day notice.

d. Termination or Amendment by Agreement. The Parties may terminate or amend this Agreement at any time by mutual written agreement.

Section 10. Performance. If a Party does not perform one or more of the responsibilities identified in Sections 3 and 4 to the reasonable satisfaction of the other, then the performing Party in compliance may, but shall not be obligated to, perform such responsibility. However, the performing Party shall be entitled to be reimbursed the cost of performing the unperformed responsibilities of the other Party at commercially reasonable expense, which shall be promptly paid by the non-performing Party within thirty-five (35) days of submitting an invoice for such expense. Prior to undertaking any such performance, except in the event of an emergency, the performing Party shall provide written notice to the non-performing Party of its intent to complete such responsibility at least fourteen (14) days in advance in order to provide the non-performing Party an opportunity to perform. If the responsibility(ies) cannot be reasonably completed within such fourteen (14) days, the Parties shall undertake reasonable good faith efforts to determine a suitable timeline for such performance.

Section 11. 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

Champaign Park District
Executive Director

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

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

Section 14. 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 15. 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 16. Binding Effect; Timing. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their permitted successors or assigns. There are no third party beneficiaries of this Agreement. Time is of the essence.

Section 17. Entire Agreement and Amendment. This Agreement and any Exhibit, 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.

Section 18. Force Majeure. A Party shall not be liable for, nor shall it be considered in breach of this Agreement due to, in whole or in part, any delay, failure or inability to perform the Services or other obligations under this Agreement as a result of a cause beyond its reasonable control, including, without limitation, any act of God or a public enemy or terrorist; any act, omission, or delay in action of any military, governmental, quasi-governmental, or regulatory authority or agency; any declared local, state, regional, or federal emergency; change in any law, rule, or regulation; any natural disaster or other like event; any epidemic or pandemic; any quarantine, self-quarantine, shelter-in-place, or like preventive measure issued or recommended by any governmental or quasi-governmental authority or agency; or any disruption or outage of communications, power or other utility.

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counterpart shall be deemed an executed original. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means ("Electronic Signature"), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.

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



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Public Hearing and Adoption of the Champaign Park District's Americans with Disabilities Act Transition Plan Update

Background

A best management practice surrounding the Americans with Disabilities Act (ADA) Transition Plan and Illinois Distinguished Agency Accreditation is to have the Board review the plan every five years and comment if necessary. The 2023 standards were revised to require the Board adopt a new plan or an update to the current plan every ten (10) years.

A decade ago, under federal guidelines, the Champaign Park District (Park District) began developing an ADA Transition Plan. The following is a timeline of compliance benchmarks:

2010 & 2011 – Contractor Recreation Accessibility Consultants, LLC. completed an audit report of CPD parks and facilities.

2012 – A three-phase Transition Plan was developed by staff and adopted by the Board on March 12, to work towards the deficits and best practice suggestions listed in the audit.

2018 – January through March, operations staff did an on-the-ground review of the Transition Plan to record what had been accomplished to date.

2019 - 2023 – ADA Transition Plan annual updates occur typically in January or February to coincide with the Capital Budget process. The Board reviewed and discussed the 2022 plan update at its April 27, 2022 Special Board Meeting.

2023 – Staff reviewed, discussed, and completed the annual update to the Park District's ADA Transition Plan in January, 2023. After reviewing accreditation standards with a mentor from the accreditation review committee, staff recommended the Board solicit public input regarding the most recent update to the plan via survey and public hearing as well as adoption of the most recent update to the plan.

ADA items are designed and worked on year-round by Park District personnel, architects, and contractors. A portion of the ADA work includes resolving deficits listed in the 2012 ADA Transition Plan. For the past five years, the Transition Plan has been updated annually, and a meeting of the ADA committee is held early in the calendar year. The most recent update to the Plan is from January, 2023.

Historical ADA Plan Data

The original audit recognized 1,244 deficits throughout our parks and facilities. A total of 936 deficits have been resolved.

Table 1 – Number of deficits resolved by year.

2017	2018	2019	2020	2021	2022
72	450	94	146	142	32

2022 ADA Accomplishments

This year's major updates and changes for ADA at the District include:

- *Spalding Park* – The Spalding Tennis Courts renovation now allows for full accessibility for players and spectators.
- *Martens Center* - The opening of the new Marten's Center provides a next-level opportunity for inclusion from the layout of the building down to the design of the electrical exercise games.
- *Pickleball Complex* – A fully accessible eight court complex was built.
- *Robeson Playground* – Access to the playground as well as accessibility issues on the equipment were completed.
- *Clark Park ADA* – Land surveying and conceptual designs for making Clark Park more user friendly began with Architectural Expressions.
- *Human Kinetics Park* – Completion of a water play area with concrete surfacing provides full access. Although HK Park was not audited and not in the ADA Transition Plan, the park's accessibility serves as an additional Park District-wide compliance.
- *Leonhard Recreation Access Drive* – The utility access drive on the west of the building included an ADA egress from the gym both to get to an assembly area as well as emergency egress.
- *Dodds Park* – Several areas where sidewalks and trails led into moving traffic were equipped with detectable warnings throughout the park.
- *Bark District* – Very nice improvements continued there with ADA access to shade structures and picnic table areas.
- *Miscellaneous items* - This past year staff continued to work on other ADA-related items such as sink pipe wraps, general concrete improvements, ADA picnic tables, park bench companion seating, and signage.

Questionnaire Results

Staff prepared and distributed an online questionnaire requesting public input about the most recent ADA Transition Plan Update. The questionnaire was shared through social and to various partner organizations throughout the community. Ten (10) respondents reviewed and commented about the plan update.

Salient themes did not emerge from this small sample. However, after review, staff present several questionnaire items for the Board to consider:

- *"I have two disabled children; both elope and lack safety awareness... A playground or park without self-closing fencing is inaccessible for us and many others."*
- Shade is an ADA park and playground priority for individuals with disabilities who may be physically unable to regulate body temperatures or have skin that burns easier.
- Four comments requested accessibility updates to specific park locations such as an accessible path into Clark Park, a paved picnic area at West Side Park, a pathway system

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.

at Eisner Park, more accessibility within Park District buildings for those experiencing various ambulatory levels, and accessible parking or an accessible drop off/pick up area at the CUSR Center.

- Staff were requested to revisit addressing ADA Transition Plan deficiencies marked as “leave as is” at Hazel Park. An additional Hazel Park visitor shared their concerns about Hazel Park’s accessibility, specifically about how it is not easily accessible for its neighbors and the community in general and it lacks adequate parking; even on-street options due to the surrounding arterial roadways.
- Several comments also focused on accessible swing upgrades.

2023 ADA Transition Plan Update Priorities

- *West Side Park Sidewalks* – Designs to improve accessibility and pedestrian/bicycle traffic flow will be developed.
- *Clark Park ADA* – Concepts and construction drawings for a large project will continue with a capital project slated for FY24-25.
- *Playground Surfacing* - Repairs to playground pour-in-place surfacing in six to eight areas.

Prior Board Action

The only known action pertaining to the Park District ADA Transition Plan was the approval of the original plan on March 12, 2012.

Recommended Action

Staff recommends the Board adopt the 2023 Champaign Park District ADA Transition Plan Update.

Prepared by:

Reviewed by:

Jarrod Scheunemann
Director of Administrative Services

Dan Olson
Director of Operations



MEMORANDUM

TO: Sarah Sandquist, Jameel Jones, Andrew Weiss, Andrea Wallace, Jimmy Gleason, Heather Miller, Steven Bentz, Chelsea Norton, Tommy Buhr, Jimmy Hutchcraft, Jarrod Scheunemann, Bret Johnson, Erin Dietmeier, Joe Kearfott, and Christina Mott.
FROM: Daniel J. Olson, Director of Operations.
DATE: February 3, 2023
SUBJECT: Americans with Disabilities Act (ADA) Transition Plan Update

BACKGROUND

In 2022, the Champaign Park District continued to correct deficits in the ADA Transition Plan as well as build new parks and facilities to meet or exceed Title II ADA mandates.

A decade ago, under federal guidelines, the Champaign Park District began building an ADA Transition Plan which remains pertinent today. The following is a timeline of compliance benchmarks.

2010 and 2011 – December through March, Recreation Accessibility Consultants, LLC. completed an audit report of all CPD parks and facilities.

2012 – A three-phase Transition Plan was developed by staff and approved by Commissioners on March 14, to work towards the deficits and best practice suggestions listed in the audit.

2012 – Annual work begins to correct the Audit and Transition Plan deficits.

2018 – January through March, operations staff did an on-the-ground review of the Transition Plan to record what had been accomplished to date.

2022 – The CPD Board of Commissioners reviewed the updated Transition Plan at the April Board meeting as part of the Distinguished Agency accreditation process.

2019 - 2023 – ADA Transition Plan annual updates occur typically in January or February to coincide with the Capital Budget process.

DATA

The original audit recognized a total of 1,244 deficits throughout our parks and facilities. A total of 936 deficits have been resolved.

Table 1 – Number of deficits resolved by year.

2017	2018	2019	2020	2021	2022
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ADA ACCOMPLISHMENTS IN 2022

This year's major updates and changes for ADA at the District include:

Spalding Park – The Spalding Tennis Courts renovation now allows for full accessibility for players and spectators.

Martens Center - The opening of the new Marten's Center provides a next-level opportunity for inclusion from the layout of the building down to the design of the electrical exercise games.

Pickleball Complex – A fully accessible eight court complex was built.

Robeson Playground – Access to the playground as well as accessibility issues on the equipment were completed.

Clark Park ADA – Land surveying and conceptual designs for making Clark Park more user friendly began by Architectural Expressions.

Human Kinetics Park – Completion of a water play area with concrete surfacing provides full access. Although HK Park was not audited and not in the ADA Transition Plan, the park's accessibility serves as an additional District-wide compliance.

Leonhard Recreation Access Drive – The utility access drive on the west of the building included an ADA egress from the gym both to get to an assembly area as well as emergency egress.

Dodds Park – Several areas where sidewalks and trails led into moving traffic were equipped with detectable warnings throughout the Park.

Bark District – Very nice improvements continued there with ADA access to shade structures and picnic table areas.

Miscellaneous items - This past year we continued work on other ADA related items such as, sink pipe wraps, general concrete improvements, ADA picnic tables, park bench companion seating, and signage.

ADA PRIORITIES FOR 2023

West Side Park Sidewalks – Designs to improve accessibility and pedestrian/bicycle traffic flow will be conceptualized.

Clark Park ADA – Concepts and construction drawings for a large project will continue with a capital project slated for FY24-25.

Playground Surfacing - Repairs to playground pour-in-place surfacing in six to eight areas.

AVAILABLE DOCUMENTATION

1. This *ADA Transition Plan Master Copy* contains all information included in the original 2012 *Transition Plan* with strike-through of deficits that have been completed since that time. It is available as a pdf on the District Shared drive.
2. A version of the *Transition Plan*, with the completed items deleted from it, is available upon request from the Director of Operations. Please allow two weeks for that request to be completed.

Champaign Park District

ADA Transition Plan

Original March 2012

Updated October 23, 2018

Updated January 15, 2019

Updated March 18, 2020

Updated January 20, 2021

Updated February 6, 2022

Updated February 3, 2023

Introduction

The transition plan is proposed for completion in phases.

-**Phase 1** consists of repairs that cost below \$500, can be completed with 1-2 employees or are of priority.

-**Phase 2** consists of repairs costing below \$5,000, will require days of time or outside contracting.

-**Phase 3** consists of repairs that will cost over \$5,000, are considered major construction and capital projects.

How to read this document

Checklist name

If there are relevant notes to a project, staff will note here

When a deficit has been fixed, staff will indicate here with "complete"

Deficit #	Deficit Description	Notes	Operational Priority
1.1.6	Remove, or relocate storage in CFS at fixtures and operable parts (BG12)	No CFS at light switch	

Each deficit is coded by three numbers:
First number: Phase
Second number: Facility/park
Third number: Deficit at facility

If there are any pictures related to a deficit, they are listed in parentheses immediately following the deficit description

Commonly Used Abbreviations	
AFF	<i>Above finished floor or above finished ground</i>
AOR	<i>Area of Refuge</i>
AR	<i>Accessible Route</i>
CFS	<i>Clear Floor Space</i>
CIL	<i>Change in Level</i>
EAR	<i>Exterior Accessible Route</i>
EWF	<i>Engineered Wood Fiber</i>
LBF	<i>Pounds of Force</i>
IAR	<i>Interior Accessible Route</i>

Barkstall Gymnasium (Sent letter to USD 4 stating their responsibility. Not applicable to CPD.)

Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.1.1	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance		Not applicable
1.1.2	Mount compliant signage at entrance designating it as accessible		Not applicable
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.1.3	Inspect, adjust, and maintain 8.5 lbf to open exterior doors		Not applicable
1.1.4	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees		Not applicable
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.1.5	Inspect, adjust, and maintain 5 lbf to open interior doors		Not applicable
1.1.6	Remove, or relocate storage in CFS at fixtures and operable parts (BG12)	No CFS at light switch	Not applicable
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.1.7	Raise alarm cages to min 80", or pad object to prevent hazard in overhead clearance (BG15a, BG15b)		Not applicable
1.1.8	Relocate protruding objects in gym or place cane detectable warning at foot of AED and alarm cages (BG14, BG14a, BG15, BG15a)		Not applicable

Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Priority
1.1.9	Employee-only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR through storage-area (BG13)	See RAC-report	Not applicable
1.1.10	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (BG16, BG17, BG19, BG18, BG18a)	Leave as is	Not applicable
Restrooms			
Deficit #	Deficit Description	Notes	Priority
1.1.11	Acquire and mount compliant signage for restrooms, including symbol of accessibility		Not applicable
1.1.12	Insulate exposed pipes under sink in both restrooms (BG3)		Not applicable
1.1.13	Lower hooks in multi-user restrooms accessible stalls to max 48" aff (BG4, BG4a)		Not applicable
1.1.14	Relocate or recess hand dryers in restrooms to not interfere with general circulation path, protrusions can't be greater than 4" (BG8, BG8a)		Not applicable
1.1.15	Remount grab bars in men's accessible stall to 33" to 36" aff (BG6, BG6a)		Not applicable
1.1.16	Replace stall doors of men's accessible stall with one that is self-closing (BG11)	If metal-hinge — \$150. if	Not applicable
1.1.17	Relocate or recess tampon dispenser in restrooms to not interfere with general circulation path, protrusions can't be greater than 4" (BG10, BG10a)		Not applicable
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority

1.1.18	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (BG20, BG20a, BG21, BG21a)		Not applicable
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Beardsley Park

<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.2.1	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and
1.2.2	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and Ongoing
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.2.3	Consider adding second transfer system as a smart practice	New playground	Complete
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.2.4	Leave as is , remaining EPC's as other corrections will meet 50% accessible (BP5, BP5a, BP6, BP6a, BP8, BP8a)	Leave as is	Completed
<i>Ground Level Play Components (NEW PLAYGROUND – Note from January 2018 update)</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.2.5	Lower entry point for one bucket swing to 11" to 24" aff (BP11, BP11a, BP12)	New playground	Complete

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.2.6	Lower operating mechanism of dog stations to 15" to 48" aff (BP16, BP16a)	Complete as of Jan. 2018 evaluation.	Completed
1.2.7	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to backstop and from backstop to player area and other park elements (BP18); in the alternative, leave as is , and designate other ball fields in the District as accessible	Leave as is	Completed
1.2.8	Extend AR from basketball to player seating area and to other park elements (BP19); in the alternative, leave as is , and designate other basketball courts in the District as accessible	Leave as is	Completed
1.2.9	Relocate at least one dog station to be along AR	Complete as of Jan. 2018 evaluation.	Completed
1.2.10	Relocate no less than 20% of garbage cans to be along AR	Complete as of Jan. 2018 evaluation.	Completed
1.2.11	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to tennis and from tennis to player area and other park elements (BP20); in the alternative, leave as is , and designate other tennis courts in the District as accessible	Leave as is	Completed
1.2.12	Locate accessible picnic table along AR and replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table (BP22); in the alternative, leave as is , and designate other picnic sites in the District as accessible	Leave as is	Completed

Bresnan Meeting Center

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.1	Add one van parking sign to one accessible stall	PO: 605709 12/08/2014; \$400	Completed December 2014
1.3.2	Raise existing accessible parking signs so lowest end of bottom sign is min 60" aff as a smart practice (BM2, BM2a)	Complete as of Jan. 2018 evaluation.	Completed
1.3.3	Move accessible parking sign to within 5' of accessible parking stall (BM1, BM1a)	Leave as is. Some can't correct due to sidewalk	Completed

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.4	Repair, bevel, or ramp CIL along AR (BM3, BM3a)	Based on priority, administration office	Completed 2019
1.3.5	Correct or repair sidewalk running slope along AR to max 5% (BM4, BM4a, BM5, BM5a, BM6, BM6a)	Based on priority, administration office. Design in 2020 by Farnsworth.	Completed Fall 2020
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.6	Replace doors with ones with 80" overhead clearance (BM8)	1/10/22 DJO – BM8 is unknown door but is at 79.5 inches. Leaving as is since so close. Based on priority, administration office; front door	Complete
1.3.7	Repair, bevel, or ramp CIL at 3 door entries to be max .25" (BM38)	1/10/22 DJO – BM38 shows 1" jump to get in front door with sidewalk falling. Sidewalk is jacked from picture, but threshold is still more than 0.25" Based on priority, administration office; front door	
1.3.8	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	Interview of staff that it was done in 2013/14/15 at the beginning of the ADA Transition Plan. Front door is auto.	Complete
1.3.9	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Interview of staff that it was done in 2013/14/15 at the beginning of the ADA Transition Plan	Complete

Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.10	Replace doors with ones having 32" clear width where indicated	Based on priority, administration office: men's and women's restrooms	
1.3.11	Replace drinking fountain with hi-lo bowl fountain (BM75, BM75a)	Based on priority, administration office; drinking fountain on main-level PO: 61873 12/05/2015; \$2,470 Clark Plumbing	Completed February 2015
1.3.12	Relocate storage, furniture, and other obstacles to create 60" maneuvering space around doors (BM86, BM87, BM16, BM19a, BM21, BM23, BM24, BM25, BM26, BM29, BM34, BM31, BM30, BM36, BM37, BM32, BM33, BM85)	1/10/22 DJO — BM87 is corner of table in copier room on west entry door. To alleviate issue, doors will remain open and a clear 32 inch passing lane path will be in place. Individuals can pass and then maneuver if needed. BM26 is mop sink in basement room that is molded into the floor. Leave as is. BM34 is downstairs utility room and I don't know what is shows as the problem. BM85 is upstairs small office where desk is over where accessible lane should be. Physically impossible to change so staff will need to meet outside of office.	Complete
1.3.13	Leave as is , maneuvering clearance in closet or storage, correction is technically infeasible (BM18a, BM9, BM18)	Leave as is	Completed
1.3.14	No maneuvering clearance at door due to stairs, leave as is , correction is technically infeasible (BM22, BM8)	Leave as is	Completed
1.3.15	Replace hardware with lever hardware where indicated (BM14)	10 incorrect; see RAC report	Completed in 2021
1.3.16	Replace hardware on hazardous area doors with knurled hardware	1/26/2021 DJO — The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1, but is a requirement of the Massachusetts Architectural Access Board as well as the City of Chicago. 4 incorrect; see RAC report	Completed
1.3.17	Inspect, adjust, and maintain 5 lbf to open interior doors	Interview of staff that it was done in 2013/14/15 at the beginning of	Complete

		the ADA Transition Plan	
1.3.18	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70-degrees	Interview of staff that it was done in 2013/14/15 at the beginning of the ADA Transition Plan	Complete
1.3.19	Upper levels no access, leave as is , employee areas only	Leave as is	Completed
1.3.20	No area of refuge or egress from upper level, leave as is , levels are not accessible	Leave as is	Completed
1.3.21	Remove, or relocate storage in CFS at fixtures and operable parts along the interior route (BM35)	No CFS at fire control panel. Move table by alarm panel — Note Jan. 2018 Move table by alarm panel — Note Jan. 2018	Completed
1.3.22	Tread depth on stairs should be uniform and a minimum of 11" deep, leave as is due to technical infeasibility of correction (BM77, BM78)	Leave as is	Completed
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.23	Relocate obstacles (such as tables and chairs) to create adequate turning space	See RAC report	Completed and ongoing
1.3.24	Raise duct to min 80", or pad object to prevent hazard in overhead clearance (BM54)	Pad object	Completed fall 2019
1.3.25	Lower operating mechanisms in conference and break rooms to max 48" aff to the highest operable part (BM40, BM40a)	Coat hooks. Completed as of Jan. 2018 evaluation.	Completed.
1.3.26	Remove, or relocate storage in CFS at fixtures and operable parts (BM55)	Sink room; TV in break room	Completed
Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.27	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR through indicated areas (BM39, BM42, BM42a, BM52, BM52a, BM53, BM59, BM59a, BM61, BM61a)	See RAC report. Completed to the fullest extent possible without structural renovation of building areas. Staff can assist where needed.	Completed

1.3.28	Employee-only areas permit approach, entry and exit, relocate obstacles to create turning space of 60" in indicated areas	See RAC report	Completed
1.3.29	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5-Defined Terms, until an employee with a disability works here (BM46, BM46a, BM46b, BM48, BM60, BM47, BM43, BM47, BM49, BM50, BM57, BM57a, BM56, BM51, BM51a, BM45, BM45a, BM44, BM44a)	Leave as is	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.30	Replace toilet seat, or re-set or replace toilet to 17" to 19" aff (BM70, BM70a)	Based on priority, administration office PO: 61873 02/05/2015; \$2,470 Clark Plumbing	Completed January-2015
1.3.31	Replace toilet tank in men's with one having flush mechanism on open side, in the alternative, install an auto flush unit (BM71)	Based on priority, administration office	Completed January-2015
1.3.32	Lower at least one urinal so rim height is max 17" aff (BM65, BM65a)	Based on priority, administration office	Completed January-2015
1.3.33	Relocate or recess hand dryers in restrooms to not interfere with general circulation path, protrusions can't be greater than 4" (BM73, BM73a)		Completed January-2015
1.3.34	Mount compliant signage at all restrooms with Braille and access symbol, at 60" aff to middle of sign and on latch side of door (BM62)		Completed March-2015
1.3.35	Remount toilet paper dispenser in women's restroom to max 7" to 9" from front of toilet and 15" to 48" aff (BM72)		Completed January-2015
1.3.36	Restrooms not accessible, acquire and mount compliant signage at restrooms directing patrons to accessible restroom	Basement restrooms	Completed January-2015
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.3.37	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (BM82)		Completed January-2015

Bresnan Operations

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.4.1	Consider reconfiguration of accessible stalls to be closer to building entry	As of 11/2019 all ADA stalls occupy the closest parking areas to the building.	Completed
1.4.2	Repaint accessible stalls and create access aisles to 8' each (O92a)	Completed as of Jan. 2018 evaluation.	Completed
1.4.3	Raise existing accessible parking signs so that lowest end of bottom sign is min.60" aff as a smart practice (O93, O93a, O94, O94a)	Completed as of Jan. 2018 evaluation.	Completed
<i>Exterior Entry Signage</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.4.4	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	There are no inaccessible entrances closest to accessible parking areas.	Completed. No longer an issue.
1.4.5	Mount compliant signage at entrance designating it as accessible	01/06/21 DJO — New ADA entrance. Dan to purchase sign/door decal.	Completed Feb-2023
<i>Exterior Entry Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.4.6	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (O77)		Completed Spring-2020
1.4.7	Replace hardware with lever hardware where indicated	1 incorrect; see RAC report	Completed

1.4.8	Replace hardware on doors to hazardous areas with knurled lever hardware	1/26/2021 DJO — The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1, 6 incorrect; see RAC report	Completed
1.4.9	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	Staff interview stated that this was done as a priority back in 2014-15.	Completed
1.4.9	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Staff interview stated that this was done as a priority back in 2014-15.	Completed
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.4.10	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (O1, O2, O89, O5a, O9, O10, O11, O76)	DJO 1/10/22 — O11 would require moving a desk out of one of our small offices. Staff that need accessibility, will not be assigned to the office. Staff will be trained to meet elsewhere if accessibility is an issue for visitors.	Completed over several years. O11 got a special note.
1.4.11	Leave as is , maneuvering clearance in closet or storage, infeasible to correct (O12)	Leave as is	Completed
1.4.12	Replace hardware with lever hardware where indicated (O7, O76)	6 incorrect; see RAC report	Completed as of Jan. 2018
1.4.13	Replace hardware on doors to hazardous areas with knurled lever hardware	1/26/2021 DJO — The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1, 9 incorrect; see RAC report	Completed
1.4.14	Inspect, adjust, and maintain 5 lbf to open interior doors	Staff interview stated that this was done as a priority back in 2014-15.	Completed
1.4.15	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Staff interview stated that this was done as a priority back in 2014-15.	Completed
1.4.16	No access to mezzanine storage, leave as is , and reassign staff if a person with a disability requires access here	Leave as is	Completed

1.4.17	Leave as is , stairs in garage areas, employee use only, not an occupiable space (O48, O48a, O49, O50, O51, O52)	Leave as is	Completed
1.4.18	Lower operating mechanisms along the interior AR to max 48" aff to the highest operable part	Coat hooks. These hooks are to hang long bib-overalls. Lowering them would produce a trip-hazard in the hallway. Other accessible areas are available for coat hanging in the operations-building.	Completed

Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.4.19	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR through indicated areas (O17, O17a, O18, O18a, O20, O21, O33, O32, O31, O31a, O39, O40, O41, O90)	See RAC report DJO 1/10/22 – Noted that there are two different O90 pictures in the picture file. One shows access to the Operations building from the ADA parking spot on the south side of the north lot. The other is listed below. DJO 1/10/22 – O90 is showing the HVAC room off of the Operations break room. It would be physically impossible to change this to meet clearances. Therefore, we are leaving as is. DJO 1/10/22 – O32 is trashcan next to fridge in breakroom blocking the closet door. Trashcan now has roller to move if needed.	Completed
1.4.20	Employee only areas permit approach, entry and exit, relocate obstacles to create turning space of 60" in indicated areas (O80) Paint room.	See RAC report. Leaving as is. Restricted entry. Assistance can be used in that closet.	Completed
1.4.21	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (O34, O34a, O42, O91, O82, O19, O23a, O24, O25, O26, O35, O36, O37, O43, O44, O45, O87, O88, O84, O81, O23, O27, O27a, O28, O29, O38, O38a, O91, O46, O47, O85)	Leave as is	Completed
1.4.22	Lower operating mechanisms in break room to max 48" aff to the highest operable part	Paper towels over sink in break room. Order a counter top dispenser to have on hand. Keep old.	Completed spring-2019
Restrooms			

Deficit #	Deficit Description	Notes	Operational Priority
1.4.23	Mount compliant signage at all restrooms with Braille and access symbol, at 60" to the middle of the sign and on the latch side of the door (O57)		Completed-January 2015
1.4.24	Lower mirror so reflective surface is max 40" aff (O58, O58a, O59, O59a)	PO: 61874, 03/03/2015; \$4,902.93, Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.25	Lower hooks in men's and women's restrooms accessible stalls to max 48" aff (O64, O64a, O65, O65a)	PO: 61874, 03/03/2015; \$4,902.93, Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.26	Relocate or recess towel dispenser in restrooms to not interfere with general circulation path, protrusions can't be greater than 4" (O72, O72a, O73, O73a)	PO: 61874, 03/03/2015; \$4,902.93, Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.27	Remount toilet seat cleaner to reach range 15" to 48" aff (O66)	PO: 61874, 03/03/2015; \$4,902.93, Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.28	Remount rear grab bar to the correct placement behind toilet, 12" to one side of center and 24" to other and 33" to 36" aff in women's restroom (O70, O70a)	PO: 61874, 03/03/2015; \$4,902.93 Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.29	Replace or adjust stall door of accessible stall with one that self-closes	PO: 61874, 03/03/2015; \$4,902.93, Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.30	Restroom not accessible in garage, acquire and mount compliant signage at restroom-directing patrons to accessible restrooms (O57)	PO: 61874, 03/03/2015; \$4,902.93 Taylor'd Restorations, *First Floor	Completed-January 2015
1.4.31	Replace shower grab bar in men's shower with one that extends 18" out from the rear wall (O82, O82a)	Bar is 1.5 inches short. Shower is no longer used for showering. Now a mop sink. Therefore we will not be changing the bar. Other shower options available (DJO).	Complete
1.4.32	Repair or replace shower hose in women's shower	Shower is no longer used for showering purpose (DJO)	Completed as of 12/16/20
1.4.33	Remove bench in CFS of at least one locker in garage lockers (O76, O76a)	Four lockers now have turn around space in that room (DJO 2019)	Completed
1.4.34	Replace locker hardware with compliant hardware on designated lockers (O78)	Other compliant locker options (men's) available in the building therefore we will not be replacing hardware.	Completed
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.4.35	Mount compliant signage at all permanent rooms/spaces with Braille and access symbol at 60" to the middle of the sign and on the latch side of the door (O53, O53a)	In progress 2019-20	Completed Fall-2020

Bristol Park (Complete removal of Park. No longer applicable. New park is completely compliant.)

<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.5.1	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing (BR2, BR2a)		Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.5.2	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface (BR4, BR4a)		Completed
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.5.3	Consider adding second transfer system as a smart practice	Replacement schedule	Completed
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.5.4	Leave as is , EPC's with reach range issues (BR6, BR6a, BR8, BR8a)	Leave as is	Completed

1.5.5	If ramp is installed in the future, replace decking with decks having gaps of max .5"	Replacement schedule	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.5.6	Relocate no less than 20% of garbage cans to be along AR (BR14)		Completed
1.5.7	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table (BR16); in the alternative, leave as is , and designate picnic areas at other sites in the District as access	Leave as is	Completed

Centennial Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.6.1	Create two or more 8' accessible parking stalls, with one 8' adjacent access aisle each, with proper signage and striping near the north ball fields		Completed
1.6.2	Acquire and mount at appropriate heights and locations accessible parking signs for stalls (CP1)	Completed as of Jan. 2018 evaluation.	Completed
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
1.6.3	Create lined cross walk where pedestrian pathway crosses through vehicular traffic (smart practice) (CP3a)	Paint has worn off again — noted in Jan. 2018 evaluation.	Completed
Playground Designated Entry			

Deficit #	Deficit Description	Notes	Operational Priority
1.6.4	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing- (CP6)		Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.6.5	Fill and compact EWF surface so that it maintains its accessibility characteristics	1/11/2017 Installed pour n place surface; swings have accessible EWF	Completed— January 2017

Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.6.6	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and Ongoing

Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.6.7	Consider adding second transfer system to each play structure as a smart practice	Replacement schedule	Completed

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.6.8	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer and player seating area; in the alternative, leave as is and designate other soccer fields as accessible	Leave as is	Completed
1.6.9	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to backstop; in the alternative, leave as is and designate other backstops as accessible	Leave as is	Completed

1.6.10	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball fields player areas, spectator areas and connecting other park elements (CP17); in the alternative, leave as is and designate other ball fields as accessible	Completed as of Jan. 2018 evaluation.	Completed
1.6.11	Leave as is , basketball court (CP18)	Leave as is	Completed
1.6.12	Leave as is , volleyball courts	Leave as is	Completed
1.6.13	Relocate no less than 20% of grills to be along AR		Completed
1.6.14	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to horseshoe player area, spectator area and to other park elements; in the alternative, leave as is and designate other horseshoe pits as accessible	Leave as is	Completed
1.6.15	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to sled hill and from sled hill to other park elements; in the alternative, leave as is and designate other sled hills as accessible	Leave as is	Completed
1.6.16	Locate accessible picnic tables along AR		Completed
1.6.17	Replace no less than 20% of the picnic tables with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the table; in the alternative, leave as is and designate other picnic areas as accessible	Leave as is	Completed

Other – Shelter

Deficit #	Deficit Description	Notes	Operational Priority
1.6.18	Replace no less than 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table	Jan. 2018 — Shelter has 12 and 14' access. Tables and 36" AR around two tables	Completed

Clark Park

<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.7.1	Consider adding second transfer system on 2 to 5 structure as a smart practice	Considered and not feasible but will be addressed upon replacement	Completed
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.7.2	Leave as is , remaining EPC's (CK11, CK12, CK12a, CK9, CK7, CK7a CL10, CK10a)	Leave as is	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.7.3	Relocate no less than 20% of garbage cans to be along AR	This is not attainable as there is not an accessible route in the park and all current trash cans are needed within the park.	Considering complete
1.7.4	Relocate bike rack to be along AR	1/11/22 DJO – Make sure we get a bikerack into the sidewalk design that Architectural Expressions is working on.	

1.7.5	Replace no less than 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table		Completed-summer 2019
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Davidson Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.8.1	Relocate accessible tables to be along AR		Completed Sp-2020
<i>Playground Designated Area</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.8.2	Fill and compact EWF surface so that it maintains its accessibility characteristics (DP5)		Completed and ongoing
1.8.3	Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces such as brick walkway		Completed and ongoing
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.8.4	Consider adding second transfer system as a smart practice	Considered and not mandated but will be considered on replacement schedule	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.8.5	Relocate one garbage can to be along AR (DP4)	Complete as of Jan. 2018 evaluation.	Completed

1.8.6	Replace no less than 20% picnic tables with ones with knee and toe clearance, 19" deep	Leave as is	Completed
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Dodds Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.9.1	Add one van parking sign to one accessible stall in all lots	PO: 60578, 12/08/2014; \$350	Completed- December 2014
1.9.2	Raise existing accessible parking signs at Olympic so that lowest end of sign is min. 60" aff (DP45, DP45a)	PO: 60578 12/08/2014; \$350	Completed- December 2014
1.9.3	Create two more 8' accessible parking stalls at Fields 1-3, each with one 8' adjacent access aisle, with proper signage and striping	Completed as of Jan. 2018 evaluation.	Completed
1.9.4	Raise existing accessible parking signs at Fields 1-3 so that lowest end of sign is min. 60" aff (DP50)	PO: 60578, 12/08/2014' 3Plex: \$1,200' 4Plex: \$2,000, Soccer: \$1,800	Completed- December 2014
1.9.5	Create one or more 8' accessible parking stalls at Fields 4-7, with one 8' adjacent access aisle, with proper signage and striping		Completed- December 2014
1.9.6	Remount at appropriate heights and locations accessible parking signs for stalls at Fields 4-7 (DP51, DP51a)	"Contractor installed signs? – Note from Jan. 2018 evaluation.	Has been- completed in that location.

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority

1.9.7	Create lined cross walk where pedestrian pathway crosses through vehicular traffic at Olympic statue (smart practice) (DP56)	1/11/22 DJO — Architectural Expressions to include this in the Dodds Park ADA items—they are currently working on.	Completed— Summer 2022
1.9.8	Relocate no less than 20% of garbage cans to be along AR	Complete as of Jan. 2018 evaluation.	Completed
1.9.9	Locate accessible picnic table along AR— (DP69)	Table removed	Completed

Other – Outbuildings			
Deficit #	Deficit Description	Notes	Operational Priority
1.9.10	Relocate storage, furniture, and other obstacles to create adequate 60” maneuvering space around office and electrical doors (DP3)	Items completed as of Jan. 2018 evaluation.	Complete
1.9.11	Leave as is , plumbing chase (DP2, DP1, DP1a)	Leave as is	Complete
1.9.12	Replace hardware with lever hardware where indicated (DP12)	1/11/22 DJO — DP12 is a picture of the backside of our winter lock. Not a broken off lever or door knob to “replace”. The mechanism is covered in the summer with the summer locks.— The whole door is a push and pull with no latch mechanism, therefore does not need a lever. 5 incorrect; see RAC report	Complete
1.9.13	Replace hardware on doors to hazardous areas with knurled lever hardware	1/27/21 DJO — The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1, 2 incorrect; see RAC report	Complete
1.9.14	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Completed

1.9.15	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR and turning space through rooms indicated (DP5, DP5a, DP9, DP9a)	See RAC report	Completed- December 2014
1.9.16	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (DP10, DP7, DP7a, DP8, DP6, DP6a)	Leave as is	Completed
1.9.17	Remount signage on wall, latch side of the door, 60" to the center (DP14, DP14a)	1/12/22 DJO — DP14 and DP14a show the 4-plex restrooms. As of this date, they are still not compliant. They are mounted on the door along with a no smoking sign. All signs are heavily worn and need replaced entirely. Noted as restroom sign at 4-plex in 2018 evaluation.	Completed- Summer 2022
1.9.18	Mirrors should be 40" to edge of reflective surface, they are 40.5", leave as is , citing construction tolerance (DP15, DP15a)	Leave as is	Complete
1.9.19	Remount grab bars in accessible stalls to 33" to 36" aff and side grab bar max 12" from rear wall (DP17, DP17a, DP18)	1/11/21 DJO — Leaving as is. Bar is 13 inches from rear wall and top of rail is 36.25 inches from aff. 1/12/22 — Men's and Women's 3-plex are within ¼ inch. Leaving as is. Noted as 4-plex in Jan. 2018 evaluation.	Complete
1.9.20	Lower mirrors in both restroom so that reflective surface of mirror is max 40" aff (DP23, DP23a)	1/11/22 DJO — DP23 and DP23a are the 3-plex restroom. 1/12/22 — At 3-plex both men's and women's restroom the frame of the mirror is at 40" so the reflective surface is at 40.5 inches. Leaving as is.	Complete
1.9.21	Remount grab bars to correct placement; 36" bar at rear and 42" bar on side (DP20, DP20a, DP21, DP21a)	1/11/22 DJO — Keeping as is. Both measurements are less than half an inch away from standard.	Complete
1.9.22	Relocate or recess hand dryers in restrooms to not interfere with general circulation path, protrusions can't be greater than 4" (DP25)	Note from Jan. 2018 evaluation says Can't make out picture. 4-plex OK	Complete both 3- and 4-Plexes

1.9.23	Acquire and mount compliant signage for women's restroom, including symbol of accessibility; mounted on wall, latch side of door, 60" to center (DP19)	1/11/22 DJO — DP19 picture is 3-plex restroom and very old sign on door. This has been corrected.	Complete
1.9.24	Remount toilet paper dispenser in women's restroom to max 7" to 9" from front of toilet and 15" to 48" aff (DP24)	Complete as of Jan. 2019 evaluation.	Complete
1.9.25	Remount signage on wall, latch side of the door, 60" to the center (DP30, DP32)	1/11/22 DJO — DP30 and DP32 show soccer complex restroom signs that are mounted to the doors. They are still this way as of this date.	Completed— Summer 2022
1.9.26	Lower mirrors in both restroom so that reflective surface of mirror is max 40" aff (DP28, DP28a, DP34, DP34a)	1/11/32 DJO — DP34 and 34a is 40 inches off the ground in picture with a ¼ inch metal frame. Leave as is. DP28 and 28a is 40 and ¼ inches from aff in picture. Leave as is.	Complete
1.9.27	Insulate exposed pipes under sink in both restrooms (DP33)	1/11/22 DJO — DP33 is at 4-plex restrooms. All sinks in both men's and women's at the 4-plex are now insulated. As an added item, both restrooms at the 3-plex are also now insulated	Complete
1.9.28	Lower hooks in multi-user restrooms accessible stalls to max 48" aff (DP31, DP31a, DP35, DP35a)	1/11/22 DJO — All photos listed at left are from 3-plex. As of 1/12/22, there are no longer hooks in the restroom.	Complete
1.9.29	Remount grab bars in accessible stalls to 33" to 36" aff (DP29)	1/11/22 DJO — DP29 does not detail which restroom, but middle of bar is at 36 inches so leaving as is.	Complete
1.9.30	Adjust stall doors to be self closing	1/12/22 DJO — Both men's and women's at the 3-plex do not self close. In 2010 Title I and II publication the compliance can be found in section 604.8.2.2.	
1.9.31	Replace 5% of the picnic tables with accessible-	Complete Jan. 2018 eval	Complete
1.9.32	Replace menus with one having pictures (smart-practice) and lettering of compliant size based on viewing distance (DP41, DP38)	Word sizing changed. New menu. But now going to vending.	Complete and no longer applicable.
1.9.33	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined-Terms, until an employee with a disability works here (DP42, DP40, DP43, DP44, DP44a, DP36, DP36a, DP37)	Leave as is	Completed

Dog Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.10.1	Create one or more 8' accessible parking stalls, with one 8' adjacent access aisle, with proper signage and striping (DP1)	Complete as of Jan. 2018 evaluation.	Completed
<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.10.2	Establish protocols for regular and frequent inspection and maintenance of AR to maintain its accessibility (DP3)	Complete as of Jan. 2018 evaluation.	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.10.3	Mount compliant hardware 15" to 48" aff on side of small enclosure gate where none exists currently (DP2)	Note — New Gate as of Jan. 2018 eval.	Completed
1.10.4	Mount compliant hardware 15" to 48" aff on side of large enclosure gate where none exists currently	01/06/21 DJO — Believe this to be in reference to the mower gate entrances which will remain as is since it is limited entrance. However, while there, I measured the inner two gates to the dog park and the operating mechanism when fully extended is well above 48 inches. However, since the latch is only on one side, moving it to the lower height will not allow someone to reach it from the opposite side of the fence. Note from Jan. 2018 eval. Gate chained and locked.	Completed
1.10.5	Locate no less than 20% of accessible picnic tables along AR (DP4)	Complete as Jan. 2018 eval.	Completed

Douglass Annex

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.11.1	Install compliant detectable warning at transitions from walkways to vehicular ways	1/12/22 DJO – there are currently no detectable warnings onto the circle drive in either of the two locations. Based on priority, senior use	
1.11.2	Resurface walkway to eliminate CIL and gaps (DA2, DA2a)	1/11/22 DJO – DA2 and DA2a is a slight gouge/roughness in the sidewalk about 12 feet outside of DA main entrance back towards library front door. The original gouge was filled but the hole has grown and needs repaired again so leaving this on. Based on priority, senior use	Originally complete but hole grew. Completed again Summer 2022

<p>1.11.3</p>	<p>Correct or repair sidewalk cross slope along AR to max 2% (DA1, DA1a, DA4, DA4a)</p>	<p>1/11/22 DJO — DA1 and DA1a is about 20 feet east of the front door heading to the library with a cross slope of 3.1%. This was taken in winter and should be rechecked. Checked again on 1/12/22 and registering 2.3% cross slope. There needs to be excess slope to keep water running to the drains next to the sidewalk. Changing it will allow more water to pool. Keep as is for drainage.</p> <p>1/12/22 DJO — DA4 and DA4a are referencing the cross slope of the sidewalk running south out of the annex front door. Slope was measured at top near trash area at 2.8% over a crack in the sinter. May want to recheck. May also be able to come in from the north side to hit ADA compliance. The cross slope remains similar today in that location. However, the new sidewalks from the circle drive ADA parking spots are in compliance creating a better route than was deficient. Therefore, leaving the sidewalk in place as it will change slopes elsewhere and discussed with staff that the new sidewalk is better option.</p> <p>Based on priority, senior use</p>	<p>Complete</p>
<p>1.11.4</p>	<p>Correct or repair sidewalk running slope along AR to max 5% (DA3, DA3a)</p>	<p>1/11/22 DJO — DA3 and DA3a is the sidewalk to the south out the front door of the annex. That slope registers 6.1% halfway down slope. Was taken in winter, but probably won't make a difference. One compliance might be if we have the proper sidewalk slope back to the north towards the parking lot. Then we would have a compliant slope. This alternative needs to be checked. Slope remains similar on 1/12/22 as originally pictured. However, the new sidewalks from the circle drive ADA parking spots are in compliance creating a better route than was deficient. Therefore, we are leaving the sidewalk in place as it will change slopes elsewhere and discussed with staff that the new south sidewalk is better option.</p> <p>Based on priority, senior use</p>	<p>Complete</p>
<p>1.11.5</p>	<p>Paint stalls and access aisles to be 8' each, or 11' and 5' as an alternative van stall (DA43, DS44)</p>	<p>PO: 61848 12/04/2014; \$625 PO: 61848 12/04/2014; \$1,625</p>	<p>Completed- December 2014</p>

1.11.6	Raise existing accessible parking signs so that lowest end of bottom sign is min. 60" aff as a smart practice (DA45, DA45a)		Completed- December 2014
1.11.7	Consider reconfiguration of accessible stalls to avoid requiring pedestrians to cross vehicular way, in the alternative, leave as is with striped crosswalk (DA46, DA47)	Leave as is and create striped crosswalk	Completed
Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.11.8	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	1/12/22 DJO – No sign currently at back door redirecting to front.	
1.11.9	Mount compliant signage at entrance designating it as accessible	1/12/22 DJO – No sign currently at front door indicating entrance. Can be a decal, there is plenty of room on windows. 2/8/23 DJO – Still no sign on CC, Library or Annex. Need to get all three the same.	

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.11.10	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
1.11.11	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
1.11.12	Repair, bevel, or ramp CIL at main door entry to be max .25" (DA5, DA5a)	Complete as of Jan. 2018 evaluation	Complete
1.11.13	Fill and maintain gap at main doorway to max .5" (DA6)	Complete as of Jan. 2018 evaluation.	Complete

1.11.14	Replace threshold at exterior doors with ADA compliant thresholds	Main doorway	
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.11.15	Replace drinking fountain with a hi-lo bowl fountain (DA39)	Complete as of Jan. 2018 eval.	Completed
1.11.16	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (DA7, DA10, DA11)	Note — Remove couch and equipment. Staff has elected to keep the couch and meeting room area as is since other ADA compliant meeting space is available throughout the annex.—	Completed by making other options available.
1.11.17	Replace hardware with lever hardware where indicated	1 incorrect; see RAC report	
1.11.18	Replace hardware on doors to hazardous areas with knurled lever hardware (DA8)	1/27/2021 DJO — The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1, 1 incorrect (electrical room); see RAC report	Complete
1.11.19	Inspect, adjust, and maintain 5 lbf to open interior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
1.11.20	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.11.21	Relocate obstacles (such as tables and chairs) to create adequate turning space in exercise room	Complete as of Jan. 2018 eval.	Complete
1.11.22	Raise hanging plant to min. 80" to prevent hazard in overhead clearance (DA20, DA20a)	Complete as of Jan. 2018 eval.	Complete
1.11.23	Remove, or relocate storage in CFS at fixtures and operable parts (DA19)	Complete as of Jan. 2018 evaluation.	Complete
Employee Offices and Spaces			

Deficit #	Deficit Description	Notes	Operational Priority
1.11.24	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR through furnace and storage rooms (DA12, DA12a, DA21)	See RAC report Note — Electrical room and storage. Items moved, but room is in constant flux. This is not a public space.	Complete
1.11.25	Employee only areas permit approach, entry and exit, relocate obstacles to create turning space of 60" in furnace room and office closet (DA13)	See RAC report Note — Electrical room. Taken care of and similar to 1.11.24 (above).	Completed
1.11.26	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (DA14, DA21, DA22, DA22a, DA13, DA16, DA16a, DA23)	Leave as is	Completed

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.11.27	Replace urinal with a compliant unit having a 13.5" min. depth and mounted at max 17" to rim having flush controls max 44" aff (DA34, DA34a, DA33, DA33a, DA35, DA36, DA36a)	Based on priority, senior use. Note on Jan. 2018 evaluation — No urinal.	Completed
1.11.28	Acquire and mount compliant signage for restrooms, including symbol of accessibility (DA29, DA29a)	Complete as of Jan. 2018 evaluation.	Completed

1.11.29	Replace stall doors of ambulatory stalls with ones that swing out and are self-closing	Note Jan. 2018 eval – No stalls.	Completed
1.11.30	Replace side grab bar with a 42" long grab bar, mounted max 12" from the rear wall and 33" to 36" aff (DA30, DA30a)	Complete as of Jan. 2018 eval.	Completed
1.11.31	Lower hooks in multi-user restrooms-accessible stalls to max 48" aff (DA31, DA31a)	Note on Jan. 2018 eval – No Hooks	Completed
1.11.32	Remove privacy panel at sink and urinal to provide adequate CFS at both (DA32, DA32a, DA33, DA33a)	Note on Jan. 2018 evaluation – No Panel	Completed
1.11.33	Relocate or recess soap dispenser in men's restroom to not interfere with clear floor space at the sink, protrusions can't be greater than 4" (DA38, DA38a)	Note on Jan. 2018 eval – Push bar is 4 and 7/8 inches for soap.	Completed Relocated but 7/8-inch protrusion.

Kitchens

Deficit #	Deficit Description	Notes	Operational Priority
1.11.34	Insulate exposed pipes under sink in kitchen (DA26, DA26a, DA27)	1/11/22 DJO – These three pictures show both sinks in the kitchen. They currently do not have insulation. Need to work order.	Completed
1.11.35	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (DA26, DA26a, DA27, DA28, DA28a)	Leave as is	Completed

Directional and Permanent Spaces Signs

Deficit #	Deficit Description	Notes	Operational Priority
1.11.36	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (DA40, DA40a, DA42)	1/11/22 DJO – DA40 and DA40a show old women's restroom sign. This has been corrected. DA42 is the over the front door, ceiling mounted EXIT sign showing no problems. It is fine/mislabeled. So, crossing both of these off. However, I am leaving this incomplete because there are no room number signs on any of the rooms. Note on Jan. 28 eval – DA42?	

Douglass Community Center

Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.12.1	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	Note 4/22/20 DJO – Both front doors are accessible to the lobby and offices, just not the gym—so all entrances are accessible to somewhere.	Removing because all are access to somewhere.
1.12.2	Mount compliant signage at entrance designating it as accessible	Note 4/22/20 DJO – Possibly add Accessible sign stating to ask for front desk assistance to access the gymnasium since it remains locked. 2/8/23 DJO – Still no sign on CC, Library or Annex. Need to get all three the same.	
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.12.3	Relocate storage, furniture, and other obstacles to create 60” maneuvering space around doors (DC22)	Complete as of Jan. 2018 eval.	Completed
1.12.4	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	Note — Inspected as of Jan. 2018 evaluation.	Completed and ongoing
1.12.5	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3” faster than 3 seconds when started at 70 degrees	Note — Inspected as of Jan. 2018 evaluation.	Completed and ongoing.
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority

1.12.6	Relocate storage and other obstacles to create 60" maneuvering space at doors (DC2, DC3, DC5, DC6, DC8, DC12, DC14, DC19, DC21)	1/11/22 DJO – Most of these were small items that were moved, cleaned up or organized to meet the standard. Some are in individual office spaces that could remain until change in occupancy. DC8 is refrigerator that must be in locked room. No other options available so staff will need to be trained to help out. DC21 has been cleaned up but was noted that this area is often packed with sports equipment. Discussed with staff the importance of keeping aisles and electrical boxes clear.	Complete
1.12.7	No maneuvering clearance at door due to stairs, leave as is , correction is technically infeasible (DC13, DC15, DC16)	Leave as is	Completed
1.12.8	Secure edges of carpeting or mats to prevent trip hazard (DC4)	Complete as of Jan. 2018 eval.	Complete
1.12.9	Replace hardware with lever hardware where indicated (DC7, DC18)	3 incorrect; see RAC report	
1.12.10	Replace hardware on doors to hazardous areas with knurled lever hardware (DC11, DC11a, DC24)	1/27/21 DJO – The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1, 3 incorrect; see RAC report	Complete
1.12.11	Inspect, adjust, and maintain 5 lbf to open interior doors	Note on Jan. 2018 eval – Inspected	Complete and ongoing
1.12.12	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Note on Jan. 2018 eval. – Inspected	Completed and ongoing
1.12.13	Relocate protruding objects along the interior AR or place cane detectable warning at foot of display case (DC75, DC75a)		
1.12.14	Install detectable warning strip on top tread of each stairway		
Service Counter			
Deficit #	Deficit Description	Notes	Operational Priority

1.12.15	Lower 36" wide segment of service counter to max 34" aff, in the alternative, train staff to come around counter to provide customer service (DC74, DC74a)	Train staff 1/8/20 DJO - Why are 1.12.15 and 16 the exact same? Has the training been done?	
1.12.16	Lower 36" wide segment of service counter to max 34" aff, in the alternative, train staff to come around counter to provide customer service (DC74, DC74a)	Train staff	See above.

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.12.17	Raise roof supports to min 80", or pad object to prevent hazard in overhead clearance (DC36, DC36a)	Pad supports	
1.12.18	Relocate protruding objects in L.E.A.D. or place cane detectable warning at foot of fire extinguisher box (DC37, DC37a).		
1.12.19	Remove, or relocate storage in CFS at fixtures & mechanisms (DC38, DC41).	L.E.A.D. thermostat; stage thermostat	

Employee Offices and Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.12.20	Employee only areas permit approach, entry, and exit, relocate obstacles such as tables and chairs to create AR through above mentioned areas (DC26, DC26a, DC27, DC27a, DC28, DC28a, DC35, DC45, DC46)	See RAC report	
1.12.21	Employee only areas permit approach, entry, and exit, relocate obstacles to create turning space of 60" in above mentioned areas (DC47)	See RAC report. Note on Jan. 2018 eval — Shower not used.	Completed

1.12.22	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (DC46, DC48, DC30a, DC31, DC34, DC32a, DC39, DC40, DC52, DC30, DC33, DC33a, DC32, DC51)	Leave as is	Completed
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Assembly Areas			
Deficit #	Deficit Description	Notes	Operational Priority
1.12.23	Acquire and mount compliant signage with access symbol, designating specified number of wheelchair seats		
1.12.24	Advertise the availability of assisted listening devices, if available, or have resources for acquiring ALD's upon request		

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.12.25	Acquire and mount compliant signage for restrooms with access symbol (DC56, DC57)	Completed as of Jan. 2018 evaluation.	Completed
1.12.26	Insulate exposed pipes under sink in restrooms	PO: 61863, 02/05/2015; \$4,155, Clark Plumbing, *Upstairs & downstairs bathrooms	Completed February 2015
1.12.27	Lower mirror in men's so reflective surface is max 40" aff (DC59, DC59a, DC60, DC60a)	PO: 61865, 03/03/2015; \$3,167, Taylor'd Restorations, *Upstairs bathrooms	Completed March 2015
1.12.28	Relocate or recess towel dispenser in men's restroom to not interfere with general circulation path, protrusions can't be greater than 4" (DC70, DC70a)	PO: 61865, 03/03/2015; \$3,167, Taylor'd Restorations, *Upstairs bathrooms; partitions	Completed March 2015
1.12.29	Lower hooks in women's accessible stall to max 48" aff (DC68, DC68a)	PO: 61865, 03/03/2015; \$3,167, Taylor'd Restorations, *Upstairs bathroom	Completed March 2015
1.12.30	Acquire and mount compliant signage with access symbol (DC58)	Restrooms from gym	Completed February 2015

1.12.31	Insulate exposed pipes under sink in restrooms	PO: 61863, 02/05/2015; \$4,155, Clark Plumbing, *Upstairs & downstairs bathrooms	Completed March-2015
1.12.32	Lower mirror in men's so reflective surface is max 40" aff (DC60, DC60a)	PO: 16865, 03/03/2015; \$3,167, Taylor'd Restorations, *Upstairs bathroom	Completed March-2015
1.12.33	Relocate or recess towel dispenser in men's restroom to not interfere with general circulation path, protrusions can't be greater than 4" (DC70, DC71)	PO: 61865, 03/03/2015; \$3,167, Taylor'd Restorations, *Upstairs bathroom	Completed March-2015
1.12.34	Lower garbage and coat hook to max 48" aff to the highest operable part (DC63, DC69, DC69a)	PO: 61865, 03/03/2015; \$3,167, Taylor'd Restorations, *Upstairs bathroom	Completed March-2015

Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.12.35	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door		

Douglass Library

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.13.1	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14, 15. This will need periodic checking due to wear on openers, weather, etc. Also retested in 2018.	Complete
1.13.2	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14, 15. This will need periodic checking due to wear on openers, weather, etc. Also retested in 2018.	Complete

Interior Accessible Route and Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.13.3	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (DL15, DL16, DL17, DL18)	Note on Jan. 2018 eval – Closet, electrical, sink room and floor.	Complete
1.13.4	Inspect, adjust, and maintain 5 lbf to open interior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc. Also retested in 2018.	Complete
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.13.5	Relocate obstacles (such as tables and chairs) to create AR through break room (DL28, DL30)	1/12/22 DJO – DL28 and DL30 show a round table and chairs in the middle of the break room not allowing access to lockers being the main issue. This is still a deficit as of this date.	
1.13.6	Relocate protruding objects in meeting room and break room or place cane detectable warning at foot of fire extinguisher and coat shelf. (DL22, DL22a, DL27, DL27a)	1/13/22 DJO – DL22 and 22a are showing a fire extinguisher mounted to a wooden door frame outside office in the multipurpose room. This is still in the same location as of this date One way to rectify this issue would be to remount it on the west side of the door since there is a corner there and would be detectable in that space. It also needs to be lowered to 48inches maximum for the hook mechanism. 1/13/22 DJO - DL27 and DL27a show a coat rack (wall mounted) outside of an office door. Coat rack still exists in pictured location as of this date.	
1.13.7	Remove, or relocate storage in CFS at fixtures and operable parts (DL29)	1/12/22 DJO – DL29 shows an old snack machine in front of a light switch in the break room. Break room light switch	Complete
1.13.8	Lower operating mechanisms in meeting room and break room to max 48" aff to the highest operable part (DL31, DL31a)	1/12/22 DJO – DL31 and DL31a show microwave on a tall shelf with operating maxxed at 69 inches aff. The situation is still the same as of this date. One rectification would be to move the microwave down to the counter beneath where it currently sits since there is an electrical outlet. Note on Jan. 2018 eval – Microwave in break room.	
Employee Offices and Spaces			

Deficit #	Deficit Description	Notes	Operational Priority
1.13.9	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR through office. (DL20, DL20a)	1/12/22 DJO — DL20 and DL20a show a green and grey desk near a window in north office where clearance around to sit is 32 inches. See RAC report	Complete
1.13.10	Employee only areas permit approach, entry and exit, relocate obstacles to create turning space of 60" in mech.1 and mech.2	All movable items. Was cleaned up. See RAC report	Complete
1.13.11	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (DL24, DL24a, DL21, DL21a, DL26, DL25)	Leave as is	Complete
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.13.12	Lower mirrors in restrooms so that reflective surface of mirror is max 40" aff (DL39, DL39a)		Completed October 2014
1.13.13	Adjust stall doors of accessible stalls to be self-closing to a full close	If metal hinge — \$150; if plastic, adjustable	Completed October 2014
1.13.14	Lower hooks in men's restrooms accessible stall to max 48" aff (DL43, DL43a)	Complete as of Jan. 2018 eval.	Completed
1.13.15	Relocate or recess tampon dispenser in restroom to not interfere with general	Complete as of Jan. 2018 eval.	Completed
Kitchen			
Deficit #	Deficit Description	Notes	Operational Priority

1.13.16	Sink height should be max 34" aff, leave as is, employee work area pursuant to ADA/ABA guidelines 106.5 Defined Terms, until an employee with a disability works here (DL34, DL34a, DL35)	Leave as is	Completed
1.13.17	For all other deficits, leave as is, employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (DL36, DL38, DL38a)	Leave as is	Completed

Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.13.18	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (DL45, DL46)	1/13/22 DJO – DL45 depicts a Library Staff Only sign on a door that no longer exists, DL46 depicts an exit sign over the main entrance that is in compliance. Not sure why the exit sign is in this. I consider these two complete, However, only the three restrooms have the proper room signs and are in compliance. None of the other rooms have numbers or braille placards so leaving this one open.	

Douglass Park

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
1.14.1	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing (DP4)		Completed

Playground Surface/Accessible Route within

Deficit #	Deficit Description	Notes	Operational Priority
1.14.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Complete and ongoing
1.14.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Complete and ongoing

<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.14.4	Consider adding second transfer system to each structure as a smart practice	New playground	Completed
1.14.5	Lower platform on 5 to 12 play structure transfer system to 11" to 18" off, in the alternative, add and maintain surface fill level to achieve the same	New playground	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.14.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball field player area, spectator seating and other park elements (DP22, DP22a); in the alternative, leave as is and designate other ball fields in the district as accessible.	Leave as is	Completed

1.14.7	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer player area and to other park elements; in the alternative, leave as is and designate other soccer fields in the district as accessible	Leave as is	Completed
1.14.8	Locate accessible picnic tables along AR with a 36" AR around table (DP20, DP21)		Completed Spring 2019

Eisner Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.15.1	Create lined cross walk where pedestrian pathway crosses through vehicular traffic (smart practice) (EP3)	9/21/19 DJO — This is also part of Hays Center deficits. Please cross reference.	Complete
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.15.2	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing		Complete
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.15.3	Fill and compact EWF surface so that it maintains its accessibility characteristics		Complete and ongoing
1.15.4	Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces such as brick walkway		Complete and ongoing

Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.15.5	Install transfer system on 2 to 5 play structure with access to 50% of the EPC's, if feasible (EP12); in the alternative, leave as is and designate other 2-5 playgrounds in the district as accessible	Leave as is	Complete
1.15.6	Consider adding second transfer system as a smart practice	New playground	Complete
Ground Level Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
1.15.7	Lower entry point for one bucket swing to 11" to 24" aff (EP21, EP21a, EP21b)	New playground	Complete
1.15.8	Add one more type of 2 to 5 GLPC's such as climbers, spinners or rockers, to meet incentive scoping; in the alternative, leave as is and designate other 2-5 playgrounds in the district as accessible	Leave as is	Complete
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.15.9	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball field and from ball field to player area and other park elements (EP14, EP15, EP16); in the alternative, leave as is and designate other ball fields in the district as accessible	Leave as is	Complete

Glenn Park

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
1.17.1	Relocate playground signage to be along AR, with level 30" by 48" CFS for viewing	1/2018 DJO — Sign was old and removed prior to now. —	Completed

<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.17.2	Install transfer system on play structure with access to 50% of the EPC's, if feasible	New playground	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.17.3	Locate accessible picnic table along AR (GP1)	Complete as of Jan. 2018 eval.	Completed.

Hallbeck Park

<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.18.1	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table (HB3); in the alternative, leave as is , and designate other picnic areas in the District as accessible	Chose to leave as is	Completed

Hays Recreation Center

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.19.1	Install compliant detectable warning at transitions from walkways to vehicular ways	7/15/21 Hays ADA Committee — Leave as is. Not a mandate in this location and committee agreed that adding a warning in front of the door is a hazard for the current clientele — seniors. Especially if we can get a painted crosswalk in 1.19.6. Based on priority, senior and special recreation use	Complete

1.19.2	Repair, bevel, or ramp CIL at front entry (HRC39, HRC39a)	Completed as of Jan. 2018 eval.	Completed
1.19.3	Correct or fill 1" gap at front entry (HRC40, HRC40a)	Completed as of Jan. 2018 evaluation.	Completed
1.19.4	Raise existing accessible parking signs so that lowest end of bottom sign is min. 60" aff as a smart practice (HRC38, HRC38a)	Note Jan. 2018 eval — 3 raised above 60" and contractor put in	Completed
1.19.5	Move accessible parking sign to within 5' of accessible parking stall (HRC39, HRC38a)	Note Jan. 2018 eval, — Right at 5' on building	Completed

Exterior Accessible Route

Deficit #	Deficit Description	Notes	Operational Priority
1.19.6	Create lined cross walk where pedestrian pathway crosses through vehicular traffic (smart practice)	7/15/21 Hays ADA Committee — Agreed to add a crosswalk when the parking lot gets resurfaced. This will slow down traffic. Note Jan. 2018 eval — Has access. Space in front of door. This is also on Eisner Park's list as 1.15.1.	Complete

Exterior Entry Signage

Deficit #	Deficit Description	Notes	Operational Priority
1.19.7	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	PO: 60578 12/08/2014; \$600	Completed December 2014
1.19.8	Mount compliant signage at entrance designating it as accessible	Note 4/22/20 DJO — Sign is there but faded and needs replaced. 1/25/21 — Faded sign is still there. It is a 6X6 inch sign.	Completed Aug-2021

Exterior Entry Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.19.9	Fill and maintain gaps at doorways to max .5" (HRC13, HRC13a, HRC21, HRC21a)	7/15/21 Hays ADA Committee – Area has worsened since audit. Committee agrees this needs replaced but could also look at bigger area for dumpster and maybe a curb. 1/24/21 DJO – HRC21 and HRC21a is the west kitchen door. Note on Jan. 2018 eval – HRC13 and 13a complete. HRC21 and 21a not complete.	
1.19.10	Repair, bevel, or ramp CIL at 1 door entry to be max .25" (HRC12)	Completed as of Jan. 2018 eval.	Completed
1.19.11	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (HRC6)	1/24/21 DJO – Christmas tree was removed.	Completed
1.19.12	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	Staff interview stated that this was done as a priority back in 2014-15.	Completed
1.19.13	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Staff interview stated that this was done as a priority back in 2014-15.	Completed
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.19.14	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (HRC1, HRC2, HRC3, HRC4, HRC5, HRC15, HRC17, HRC22, HRC25, HRC29, HRC31, HRC32)	1/24/21 DJO – HRC15 would require removal of much counter and cabinet space from around door in two areas. Leaving as is. HRC22 is the furnace that is in the way. Need to leave as it.	Completed
1.19.15	Replace hardware with lever hardware where indicated (HRC14, HRC6, HRC18, HRC37)	1/24/21 DJO – Bathrooms are push open. Special Events office door is a knob. Carlie and Cherish is a lever. Small Central office hallway is a lever. Grace office is lever. Amanda's office is lever. Activity room is a pull open, does not need. Kitchen is a push open. BSW closet is a lever. Pantry is a knob. 4 incorrect; see RAC report	Completed 2021

1.19.16	Inspect, adjust, and maintain 5 lbf to open interior doors	Staff interview stated that this was done as a priority back in 2014-15.	Completed
1.19.17	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Staff interview stated that this was done as a priority back in 2014-15.	Completed
1.19.18	Relocate storage in back hallway from kitchen to exit to provide 36" AR (HRC76)		Completed February 2015
1.19.19	Replace drinking fountain with a hi-lo bowl fountain (HRC72, HRC72a, HRC73, HRC74)	Based on priority, senior and special recreation use	Completed February 2015
1.19.20	Replace doors with doors having 80" of overhead clearance	Based on priority, senior and special recreation use 1/24/21 DJO — HRC7, HRC8, HRC9, HRC10, HRC11, HRC15a, HRC22a, HRC24, HRC27 and HRC30 are all over 79 inches. In addition, HRC19, HRC25a and HRC29a are all at 79 inches. Leave as is.	Leaving as is.— Completed.

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.19.21	Lower operating mechanisms in reception area and seniors room to max 48" aff to the highest operable part (HRC43, HRC44, HRC44a) Office folder and board	1/25/21 DJO — HRC43 is Reception office fliers holder. It is still too high and now there is a business card holder next to it that needs to be lowered. HRC44 and 44a is in/out board in reception office. It is still too high and has a wooden side drawer in front of it.	Completed
1.19.22	Relocate obstacles (such as tables and chairs) to create AR through girls office (HRC48)		Completed
1.19.23	Remove, or relocate storage in CFS at fixtures and operable parts (HRC43, HRC51) — Clock	Reception flyers; clock	Completed

Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.19.24	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR through above mentioned areas (HRC2, HRC4, HRC3, HRC5, HRC22, HRC54, HRC25, HRC53)	1/25/21 DJO — HRC 22 is the furnace. Must stay in place. All others were moved. See RAC report	Completed
1.19.25	Employee only areas permit approach, entry and exit, relocate obstacles to create turning space of 60" in above mentioned areas (HRC2, HRC4, HRC3, HRC5, HRC22, HRC46, HRC46a, HRC54, HRC25, HRC53)	1/25/21 DJO — HRC 22 is the furnace. Must stay in place. All others were moved. See RAC report	Completed
1.19.26	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (HRC42, HRC54, HRC25, HRC49, HRC45, HRC50)	Leave as is	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority

1.19.27	Lower urinal so that the rim height is max 17" aff and widen CFS to min. 30" (HRC63, HRC64, HRC64a)	Based on priority, senior and special recreation use PO: 605302 9/30/2014; \$17,424.67 ADA Remodel; all amenities-	Completed- September 2014
1.19.28	Mount compliant signage at all restrooms having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (HRC68, HRC68a)	PO: 605302 9/30/2014; \$17,424.67 ADA Remodel; all amenities	Completed- September 2014
1.19.29	Lower mirrors in restrooms so that reflective surface of mirror is max 40" aff (HRC61, HRC61a, HRC60, HRC60a)	PO: 605302, 9/30/2014; \$17,424.67, ADA Remodel; all amenities	Completed- September 2014
1.19.30	Replace stall door of accessible stall with one that swings out and is self-closing (HRC65)	PO: 60532, 9/30/2014; \$3,375	Completed- September 2014
1.19.31	Insulate exposed pipes under sink in women's restroom (HRC69)	PO: 605302, 9/30/2014; \$17,424.67, ADA Remodel; all amenities	Completed- September 2014
1.19.32	Lower hooks in women's restroom accessible stall to max 48" aff (HRC66, -	PO: 605302, 9/30/2014; \$17,424.67, ADA Remodel; all amenities	Completed- September 2014
Kitchen			
Deficit #	Deficit Description	Notes	Operational Priority
1.19.33	Lower fire extinguisher to max 48" to the highest operable part (HRC58, HRC58a)	1/24/21 DJO – This is the extinguisher between cabinet countertop and brown HVAC slide-door closet. Originally shown at 63 inches aff. I put in a work order on 1/25/21.	Completed January 2021
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority

1.19.34	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (HRC79, HRC79a, HRC81, HRC80)	1/10/22 DJO – Room numbering figured out by Andrew. Zoe and Jameel recently chose a sign design and color. Dan needs to get those ordered. 1/24/21 DJO – Only the bathrooms have a sign and they are hung correctly. They are green and I have a picture. No other room has placard. Would need at least 11 placards and a review of room numbering. Have pics of doors.	
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Hazel Park

<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.20.1	Consider adding second transfer system as a smart practice	We meet the standard.	Completed

<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.20.2	Create an AP with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer player area and other park elements (HZ18); in the alternative, leave as is, and designate other soccer fields in the District as accessible	Leave as is	Completed
1.20.3	Create an AP with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball player area and other park elements (HZ19); in the alternative, leave as is, and designate other basketball in the District as accessible	Leave as is	Completed

1.20.4	Create an AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to backstop and from backstop to other park elements (HZ20); in the alternative, leave as is , and designate other ball fields in the District as accessible	Leave as is. Other ballfields are accessible.	Completed
1.20.5	Lower bench seat to 17" to 19" aff as a smart practice (HZ22, HZ22a)	12/29/20 DJO – Wood benches are old and falling apart. Suggest replacing all benches and putting an AR to Bball court. 1/12/22 – Two benches removed in 2021. 2/8/23 – Andrew says hold on the Hazel sidewalk plan until City does improvements.	
1.20.6	Acquire and install at least one armrest to no less than 20% of existing benches as a smart practice	12/29/20 DJO – Wood benches are old. Suggest replacing all benches and putting an AC to BBall court.	
1.20.7	Replace no less than 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table (HZ23, HZ24, HZ25); in the alternative, leave as is , and designate other picnic areas in the District as accessible	Leave as is	Completed

Heritage Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.21.1	Create one or more 8' accessible parking stalls, with one 8' adjacent access aisle, with proper signage and striping, this may require pouring an accessible surface (HP1)		

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority

1.21.2	No designated fishing area, leave as is, but design a level, accessible fishing platform if the fishing area is developed in the future	Leave as is	Completed
1.21.3	Locate accessible picnic table along AR- (HP11)	Complete as of Jan. 2018 eval.	Completed

Hessel Park

Parking

Deficit #	Deficit Description	Notes	Operational Priority
1.22.1	Acquire and mount at appropriate heights and locations accessible parking signs for stalls- (HP2)	Complete as of Jan. 2018 eval.	Completed

Playground Surface/Accessible Route within

Deficit #	Deficit Description	Notes	Operational Priority
1.22.2	Consider adding second transfer system to 2 to 5 play structure as a smart practice	New playground	Completed

Transfer System

Deficit #	Deficit Description	Notes	Operational Priority
1.22.3	Fill and compact EWF surface at edges and swings so that it maintains its accessibility characteristics	New playground	Completed

Park Site

Deficit #	Deficit Description	Notes	Operational Priority
1.22.4	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to tennis and tennis practice area and from tennis to player areas, button for lights and to other park elements; in the alternative, leave as is and designate other tennis courts in the district as accessible	Leave as is	Completed

1.22.5	Lower operating mechanism of dog stations to 15" to 48" aff	Completed as of Jan. 2018 eval.	Completed
1.22.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to baseball and from baseball to player area and to other park elements; in the alternative, leave as is and designate other ball fields in the district as accessible	Leave as is	Completed
1.22.7	Replace enough picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table to reach no less than 20% compliance; in the alternative, leave as is and designate other picnic areas in the district as accessible	Leave as is	Completed
1.22.8	Locate accessible picnic tables along AR	Complete as of Jan. 2018 eval.	Completed

Other – Shelters

Deficit #	Deficit Description	Notes	Operational Priority
1.22.9	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to small shelters; in the alternative, leave as is and designate other shelters in the district as accessible	Leave as is	Completed
1.22.10	Replace no less than 20% picnic tables in small shelters with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table, in the alternative, leave as is and designate other shelters in the district as accessible	Leave as is	Completed

Restrooms (Restrooms audited were rebuilt in 2018)

Deficit #	Deficit Description	Notes	Operational Priority
1.22.11	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	New restrooms	Completed
1.22.12	Insulate exposed pipes under sink in both restrooms (HP7)	New restrooms	Completed
1.22.13	Relocate or recess towel dispenser in both restrooms to not interfere with circulation path, protrusions can't be greater than 4" (HP10, HP10a)	New restrooms	Completed
1.22.14	Acquire and mount compliant signage for restrooms, including international symbol of accessibility for both room (HP6)	New restrooms	Completed
1.22.15	Remount toilet paper dispenser in women's restroom to max 7" to 9" from front of water closet and 15" to 48" aff (HP9)	New restrooms	Completed

Johnston Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
1.23.1	Mount signage preventing cars from parking at and blocking access to curb ramps (JP1)	Note 4/16/20 DJO – Glen Berger and David Happ from City of Champaign contacted and examined the request to place signs. It was denied because an ordinance exists and they typically do not place a sign. If it becomes an issue, they can ticket cars. See email from 4/16/19.	Not preferred. Completed.
1.23.2	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing (JP3)	Both are now compliant. Playground is on Fibar.	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.23.3	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.23.4	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing
Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.23.5	Consider adding second transfer system as a smart practice	Considered. Not going to add at this time but possibly at playground replacement time.	Completed

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.23.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball field player area and to other park elements (JP6, JP7); in the alternative, <i>leave as is</i> , and designate other ball fields in the District as accessible	Leave as is	Completed
1.23.7	Create an AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer player area and other park elements (JP11); in the alternative, <i>leave as is</i> , and designate other soccer fields in the District as accessible	Leave as is	Completed
1.23.8	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (JP8); in the alternative, <i>leave as is</i> , and designate other picnic areas in the District as accessible	Leave as is	Completed

Kaufman Lake Boathouse

Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.24.1	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	Note 4/22/20 DJO — Both entrances are technically accessible, but new sign is installed anyway.	Completed 2020.
1.24.2	Mount compliant signage at entrance designating it as accessible	4/22/20 DJO — It is there, faded, needs replaced.	Completed 2020
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.24.3	Remove, or relocate storage in CFS at fixtures and operable parts (KLB2)	Chairs at thermostat in main room.— 12/28/20 DJO — "Storage" is movable/rolling and often out of the way when room is set up. Moving the tables and chair storage to another location makes for worse accessibility in other areas. No solution to keep furniture.	Considering— completed since no better alternative.

Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.24.4	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR and turning space through storage if feasible (KLB3)	Note DJO 1/12/20 – Not feasible. Furnace blocks clear entry into small closet. No longer used as an office. See RAC report	Not feasible.– Complete.
1.24.5	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (KLB4)	Leave as is	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.24.6	Replace or remount grab bars to correct placement; 42” side bar mounted 12” max from rear wall; 36” rear bar mounted 12” to one side and 24” to the other (KLB7, KLB7a)		
1.24.7	Remount toilet paper dispenser in restroom to max 7” to 9” from front of toilet and 15” to 48” off (KLB9)	Complete as of Jan, 2018 eval.	Completed
1.24.8	Insulate exposed pipes under sink in restroom (KLB10)		Completed
Directional and Permanent Spaces Signs			
Deficit #	Deficit Description	Notes	Operational Priority

1.24.9	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (KLB11, KLB11a, KLB12)	Note on Jan. 2018 eval – KLB11 and 11a complete. Unsure of what KLB 12 is. No pic or description and no other door.	Completed
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Kaufman Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.25.1	Establish protocols for regular and frequent inspection and maintenance of accessible parking surface (KL1)	Complete as of Jan. 2018 eval.	Completed
1.25.2	Raise existing accessible parking signs so that lowest end of sign is min. 60" aff (KL3, KL3b)	PO: 605708 12/08/2016; \$900	Completed- December 2016
1.25.3	Move accessible parking sign to within 5' of accessible stall (KL3a, KL3b)	12/01/19 DJO — This is boathouse north ADA parking. Sign is present across sidewalk at 5-foot 5 inches from parking. Moving would place it in the sidewalk making worse accessibility along the sidewalk. This is not feasible without making a bigger accessibility problem.—	Complete due to not feasible.
1.25.4	Add one van parking sign to one accessible stall	Complete as of Jan. 2018 eval.	Completed
<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.25.5	Leave the inaccessible piers as is , and make needed corrections to the accessible pier (KL4)	Leave as is	Completed
<i>Other – Outdoor Recreation</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.25.6	Leave as is older piers (KL10)	Leave as is	Completed

CUSR Center (Leonhard/Bicentennial) (Added back to Plan in 2020. Building will be renovated)

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.26.1	Create lined cross walk where pedestrian pathway crosses through vehicular traffic (smart practice) (L1)	12/23/20 DJO — L1 shows crosswalk off of main walk which would not be appropriate. A new crosswalk north of there is in construction plan.	Considered complete because inappropriate location and addressed differently.

<i>Exterior Entry Signage</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.26.2	Mount compliant signage at entrance designating it as accessible	12/23/20 DJO — Sign is indicated in plan. Dan to see if it is supplied by CPD or contractor.	Completed

<i>Exterior Entry Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.26.3	Replace hardware with lever hardware where indicated	12/20/2020 DJO — Addressed in renovation plan. 1 incorrect; see RAC report	Completed
1.26.4	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	12/20/30 DJO — To be retested after renovation construction. Front doors replaced in renovation plan. Auto door opener to be placed on renovation plan.	Completed

1.26.5	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	12/20/30 DJO – To be retested after renovation construction. Front doors to be replaced in renovation plan. Auto door opener to be placed on front door during renovation.	Completed
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.26.6	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (L6, L7, L8, L12, L13, L22, L23, L24, L25)		Complete
1.26.7	Leave as is , maneuvering clearance in closet or storage, infeasible to correct (L20, L21)		Complete. Infeasible.
1.26.8	Replace hardware with lever hardware where indicated (L7, L18, L19)	6 incorrect; see RAC report. 12/30/20 DJO – L7 is the old storage, now sensory room door that is getting replaced. L18 is a picture of a round door knob on a blue door. L19 is the floor locks on the double door out of the washer dryer room. 12/03/20 – All door Hardware to be replaced in renovation plan.	Complete
1.26.9	Replace hardware on doors to hazardous areas with knurled lever hardware (L9)	1 incorrect; see RAC report. 12/30/20 (DJO) – L9 is the electrical closet with janitorial sink. 1/5/20 DJO – All door hardware to be replaced during renovation. 1/27/21 DJO – The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1	Complete
1.26.10	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	12/22/20 DJO – Will re-test after renovation construction.	Complete
1.26.11	No access to upper level from boiler room due to ladder, leave as is , employee area, reassign duties if a staff with a disability requires access here	Leave as is. Renovation removed everything from there except hot water heater.	Complete

1.26.12	Relocate protruding objects along the interior AR or place cane detectable warning at foot of fire extinguisher and AED		Complete
1.26.13	Install kick plates on all stairs or replace with ones having closed risers (L56, L57)		Removed— Complete.
1.26.14	Install detectable warning strip on top tread of each stairway (L56, L57)		Removed. Complete
1.26.15	Lower operating mechanisms in gym, activity room and lobby to max 48" aff to the highest operable part (L32, L30a, L33, L33a)	Gym fire extinguisher; gym bulletin board, bulletin board	Complete

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.26.16	Relocate protruding objects in gym or place cane detectable warning at foot of AED and fire extinguisher (L30, L30a)		Complete
1.26.17	Remove, or relocate storage in CFS at fixtures and operable parts (L41)	Lobby flyers; pull alarm	Complete

Employee Offices and Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.26.18	Employee only areas permit approach, entry and exit, relocate obstacles (such as tables and chairs) to create AR and turning space through rec. storage and athletic storage (L26, L27, L26, L29)	See RAC report	Complete
1.26.19	For all deficits, leave as is , employee work area pursuant to 2010 Standards 106.5-Defined Terms, until an employee with a disability works here (L31, L36, L39, L39a, L42, L42a, L43, L35)	Leave as is	Complete

Restrooms

Deficit #	Deficit Description	Notes	Operational Priority
1.26.20	Replace stall doors with ones that are self-closing	11/10/20 DJO — All doors/partition will be replaced during renovation. Early note: If metal hinge – \$150; if plastic, adjustable	Complete
1.26.21	Relocate or recess hand dryers in restrooms to not interfere with general circulation path, protrusions can't be greater than 4" (L50, L50a)	1/5/20 DJO — Dan spoke with contractors. The demo of the two dryers did not make it on the contract. Asked them to get pricing to disconnect and patch. They are old, rusted and a noise problem for participants.	Complete — they are removed.
1.26.22	Insulate exposed pipes under sink in men's restroom (L46)	12/22/20 DJO — Pipes are removed. Addressed in renovation plan	Complete
1.26.23	Lower hooks in women's restroom accessible stalls to max 48" aff (L49, L49a)	12/22/20 DJO — Addressed in renovation plan. These have been completely removed.	Completed
1.26.24	Restroom not accessible, acquire and mount compliant signage at restroom directing patrons to accessible restroom (L53)	12/22/20 DJO — L53 is a picture of the small west restrooms. Dan to look into appropriate sign for that area.	Complete
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.26.25	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (L59)	12/29/20 DJO — CPD's responsibility to purchase and install prior to occupancy.	Complete

Mattis West Park

Park Site			
Deficit #	Deficit Description	Notes	Priority
1.27.1	Relocate bike rack to be along AR	1/8/21 DJO — There are no bike racks in park.	Completed

1.27.2	Relocate no less than 20% of picnic tables to be along AR (MW1)		Complete
Other – Shelters			
Deficit #	Deficit Description	Notes	Operational Priority
1.27.3	Relocate accessible table to be along AR		Complete

Mayfair Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
1.28.1	Mount signage preventing cars from parking at and blocking access to curb ramps (MP6)	Note 4/16/20 DJO — Glen Berger and David Happ from City of Champaign contacted and examined the request to place signs. It was denied because an ordinance exists and they typically do not place a sign. If it becomes an issue, they can ticket cars. See email from 4/16/19.	Not preferred. Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.28.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.28.3	Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces such as brick walkway		Completed and ongoing
Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.28.4	Consider adding second transfer system as a smart practice	Considered and not going to do. Address upon replacement	Completed
Elevated Play Components			

Deficit #	Deficit Description	Notes	Operational Priority
1.28.5	Leave as is , reach range to overhead climber (MP10, MP10a)	Leave as is	Completed

<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.28.6	Locate accessible picnic table along AR (MP15); in the alternative, leave as is , and designate other picnic areas in the District as accessible	Leave as is	Completed

Millage Park

<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.29.1	Relocate playground signage to be along AR, with level 30" by 48" CFS for viewing (ML2)	1/6/21 DJO – Two signs, one to age 5 and one 5 to 12. Neither accessible. Address upon playground replacement.	

<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.29.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.29.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing

<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.29.4	Consider adding second transfer system as a smart practice	Considered and will address upon playground replacement.	Completed

<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority

1.29.5	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR-around table (ML15); in the alternative, leave as is , and designate other picnic areas in the District as accessible	Leave as is	Completed
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Morrissey Park

Playground Designated Entry

Deficit #	Deficit Description	Notes	Operational Priority
1.30.1	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing- (MRS)		Completed 2019

Playground Surface/Accessible Route within

Deficit #	Deficit Description	Notes	Operational Priority
1.30.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and-ongoing
1.30.3	Establish protocols for regular and frequent inspection and maintenance of accessible-playground surface		Completed and-ongoing

Transfer System

Deficit #	Deficit Description	Notes	Operational Priority
1.30.4	Consider adding second transfer system as a smart practice	Considered and not doing now, but will address upon replacement	Completed

Park Site

Deficit #	Deficit Description	Notes	Operational Priority
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1.30.5	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball field player area and other park elements in the alternative, leave as is and designate other ball fields in the district as accessible	Leave as is	Completed
1.30.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer player area and other park elements; in the alternative, leave as is and designate other soccer fields in the district as accessible	Leave as is	Completed
1.30.7	Lower operating mechanism of dog station to 15" to 48" aff	1/6/21 DJO — All four checked again and all meet requirements.— Dan note — Need to check this because it should have been done but has a blue mark on the Jan. eval	Completed
1.30.8	Replace no less than 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR; in the alternative, leave as is and designate other picnic areas in the district as accessible	Leave as is	Completed

Mullikin Park

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
1.31.1	Replace existing signage with signage having compliant character heights and placed within proper viewing distance of the AR	Note on Jan. 2018 eval - ?. Dan note maybe unsure which sign.	
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.31.2	Fill and compact EWF surface so that it maintains its accessibility characteristics- (MP11)		Completed and ongoing
1.31.3	Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces such as brick walkway (MP11)		Completed and ongoing
Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.31.4	Consider adding second transfer system as a smart practice	Considered and decided not to do now but possibly address on replacement. Already meet standards elsewhere.	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority

1.31.5	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (MP6); in the alternative, leave as is and designate other picnic areas in the district as accessible	Leave as is	Completed
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Noel Park

<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.32.1	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.32.2	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.32.3	Consider adding second transfer system as a smart practice	Considered and since we are compliant elsewhere, we will consider at replacement time.	Complete
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.32.4	Leave as is , remaining EPC's (NP3, NP3a, NP5, NP7, NP7a)	Leave as is	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.32.5	Lower operating mechanism of dog station to 15" to 48" aff		Completed
1.32.6	Relocate accessible bench to be along AR		Completed 2019

Porter Family Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.33.1	Raise existing accessible parking signs so that lowest end of sign is min. 60" aff (PF5, PF5a)	Complete as of Jan. 2018 eval.	Completed
1.33.2	Move accessible parking sign to within 5' of accessible parking stall (PF6, PF6a)	Note 4/24/20 DJO — Moving sign would put it in the sidewalk on the ramp to accessible parking. Physically impossible without violating other standards.	Completed. Not going to move.

Powell Park

<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.34.1	Relocate playground signage to be along AR, with level 30" by 48" CFS for viewing (PP1)		Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.34.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.34.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.34.4	Consider adding second transfer system as a smart practice to brown structure	Replacement schedule	Completed

Elevated Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
1.34.5	Leave as is , orange structure, infeasible to correct (PP9, PP9a, PP9b, PP10, PP10a)	Leave as is	Completed

Prairie Farm

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.1	Create one or more 8' accessible parking stalls, with one 8' adjacent access aisle, with proper signage and striping in west lot (PF1)	Need accessible parking w/ van spot. Striped must be closest to AR.	Completed
1.35.2	Resurface parking stalls to eliminate gaps and CIL (PF3)		Completed
1.35.3	Acquire and mount at appropriate heights and locations accessible parking signs for the all stalls (PF2)		Completed
1.35.4	Add one van parking sign to one accessible stall		Completed
Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.5	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	Front entrance is accessible. No need to mount in back as that is restricted entrance only. Spaces now signed and painted leading to entrance.	Completed

1.35.6	Mount compliant signage at entrance designating it as accessible	Front entrance is accessible. No need to mount in back as that is restricted entrance only. Spaces now signed and painted leading to entrance.	Completed
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.7	Relocate storage, furniture, and other obstacles to create 60" maneuvering space around main entry door (PF15)	1/11/22 DJO – PF15 shows the wooden two-tiered shelf that is sitting north of the main entry door and other items. The shelf is still in place as of this date.	
1.35.8	Leave as is , rear entry, not an accessible entry; mount signage directing patrons to main entry (PF21, PF21a)	Leave as is and mount signage. Signage of no entry is present closer to Sholem Parking lot. No one should be back there. Employees only.	Complete
1.35.9	Replace hardware with lever hardware where indicated, mounted 34" to 48" aff (PF23, PF23a)	1/11/22 DJO – PF23 and 23a indicate the lever is too high on the south horse barn. This is not used by the public and staff can be trained to offer assistance.	Complete
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.10	Replace hardware with lever hardware where indicated (PF18)	1/11/22 DJO – PF18 is indicating a round knob on at least one of the farmhouse doors. 1 incorrect; see RAC report	
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.11	Relocate protruding objects in barn or place cane detectable warning at foot of hose reel and food display (PF28, PF28a)		
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.12	Acquire and mount signage for restroom with access symbol (PF30)		
1.35.13	Remount toilet paper dispenser to max 7" to 9" from front of toilet and 15" to 48" aff (PF35)		
1.35.14	Leave mirror not above lavatory as is , compliant mirror is over sink (PF36)	Leave as is	Complete

Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.15	Mount signage at all permanent rooms/spaces having Braille and the access symbol at 60" aff to middle of sign and on latch side of door		
Other – Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.35.16	Leave small barns as is , not used by public (FP10, FP11, FP13, FP14)	Leave as is	Completed

Robeson Meadows West Park

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
1.36.1	Relocate informational signage to be along the AR with a 30" by 48" level CFS for viewing	2/27/18 and 1/6/21 DJO – Two signs for each age group. Neither are accessible. This deficit as well as 1.36.6, 2.36.12.36.3 and 2.36 could all be addressed upon playground replacement with a simple redesign of the area. Dan has concept. Nate will check	
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.36.2	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing
Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority

1.36.3	Consider adding second transfer system to each structure as a smart practice	Considered and we are not doing. Only one structure.	Completed
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Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.36.4	Relocate one of the garbage cans to be along AR	1/7/21 DJO — Dan to work order moving the north trashcan within reach of the sidewalk. Has a dog waste station that Nate will need to look at station and may want to repaint and add a post sign.	Completed
1.36.5	Lower the dog station to be in reach range, 15" to 48" agl and locate within reach range of the AR		Completed
1.36.6	Relocate accessible tables to be on the AR	1/7/21 DJO - This deficit as well as 1.36.1, 2.36.12.36.3 and 2.36 could all be addressed upon playground replacement with a simple redesign of the area.	

Robeson Park

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
1.37.1	Relocate playground signage to be along AR, with level 30" by 48" CFS for viewing	Nate will check 1/20/21 DJO — At this point, playground is a priority replacement. Change on replacement.	Complete because removed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
1.37.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.37.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing

Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.37.4	Consider adding second transfer system to each structure as a smart practice	Considered and will not be doing. May consider on next playground replacement.	Completed

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
1.37.5	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to backstop player area and to other park elements (RP18); in the alternative, leave as is and designate other ball fields in the district as accessible	Leave as is	Completed
1.37.6	Relocate no less than 20% of garbage cans to be along AR	Complete as of Jan. 2018 eval.	Completed
1.37.7	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer player area and to other park elements; in the alternative, leave as is and designate other soccer fields in the district as accessible	Leave as is	Completed
1.37.8	Lower operating mechanism of dog station to 15" to 48" aff	Dan Note — Pink in 2018 eval. Check to see. Should have been done.	Completed
1.37.9	Locate accessible picnic table along AR		Completed

Scott Park

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
1.38.1	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing	Note from Jan. 2018 eval — Does this require a pad?	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority

1.38.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.38.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing

Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
1.38.4	Consider adding second transfer system to each structure as a smart practice	Considered and will not be doing. Only one structure	Completed

Sholem Family Aquatic Center

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.1	Acquire and mount at appropriate heights and locations accessible parking signs for the stalls (SA37, SA39)	Complete as of Jan. 2018 eval.	Completed
1.39.2	Raise existing accessible parking signs so that lowest end of bottom sign is min. 60" aff as a smart practice (SA38, SA38a)	Complete as of Jan. 2018 eval.	Completed
1.39.3	Add one van parking sign to one accessible stall		Completed- December 2014
1.39.4	Consider reconfiguration of accessible stalls to avoid requiring pedestrians to cross vehicular way, in the alternative, leave as is with striped crosswalk (SA41, SA42, SA43)	Leaving as is.	Complete 2023

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority

1.39.5	Designate an access aisle for the passenger drop off area by painting an aisle that is 60" wide and 20' long (SA50)		
Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.6	Mount compliant signage at entrance designating it as accessible	2/8/2023 DJO – None at either entry point. Could do signs further out front with arrow pointing to there. Not a lot of space on the west main door to do a sign.	

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.7	Replace hardware on doors to hazardous areas with knurled lever hardware	1/27/21 DJO – The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1 1 incorrect; see RAC report	Complete
1.39.8	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.9	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (SA12, SA27)		Complete
1.39.10	Replace hardware on doors to hazardous areas with knurled lever hardware	1/27/21 DJO – The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1 2 incorrect; see RAC report	Completed
1.39.11	Inspect, adjust, and maintain 5 lbf to open interior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
1.39.12	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc.	Complete
1.39.13	Relocate protruding objects along the interior AR or place cane detectable warning at foot of fire extinguisher (SA11, SA11a)	Note from 2018 eval – Extinguisher in hallway outside of FCR	

Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.14	Relocate protruding objects in managers' office or place cane detectable warning at foot of fire extinguisher (SA21, SA21a)	Note from 2018 eval – Fishbowl. Extinguisher, file cab., stereo cab.	
1.39.15	Remove, or relocate storage in CFS at fixtures and operable parts (SA20)	First aid paper towels and sink	
1.39.16	Lower operating mechanisms in mangers office to max 48" aff to the highest operable part (SA22, SA22a, SA23, SA23a)	Sound system; eye wash station	
Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.17	For all deficits, leave as is , employee work area pursuant to 2010 Standards 106.5-Defined Terms, until an employee with a disability works here (SA24, SA24a, SA26, SA25, SA28, SA29)	Leave as is	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.18	Mount compliant signage at all restrooms having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (SA27, SA27a, SA32, SA32a)	Note on 2018 eval – FCR paper towel and hand dryer.	

1.39.19	Relocate or recess towel dispensers in unisex restrooms and hand dryers in men's restroom to not interfere with general circulation path, protrusions can't be greater than 4" (SA31, SA31a, SA36, SA36a)		
1.39.20	Lower mirrors in unisex and women's restrooms so that reflective surface of mirror is max 40" aff (SA38, SA38a, SA33a, SA33)		
1.39.21	Adjust stall doors of women's accessible stall and unisex stalls to be self-closing	If metal hinge - \$150; if plastic, adjustable	
1.39.22	Remount toilet paper dispenser in women's and unisex restroom to max 7" to 9" from front of toilet and 15" to 48" aff (SA35, SA37, SA39)		
1.39.23	Lower paper towel dispensers to max 48" to the highest operable part in unisex restrooms (SA34, SA34a)	Complete as of Jan. 2018 eval.	Completed

Kitchen – Concessions

Deficit #	Deficit Description	Notes	Operational Priority
1.39.24	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (SA30, SA30a, SA31, SA32, SA32a, SA33)	Leave as is	Completed

Locker Rooms

Deficit #	Deficit Description	Notes	Operational Priority
1.39.25	Replace locker hardware with ADA compliant hardware on designated lockers (SA3, SA19)	Note from 2018 eval – Hardware yes, sign no.	
1.39.26	Lower hooks in locker rooms to max 48" aff (SA8, SA8a)		
1.39.27	Leave as is, bench in dressing area and address benches in dressing stalls (SA4, SA5, SA5a)	Leave as is	Completed

Directional and Permanent Space Signs

Deficit #	Deficit Description	Notes	Operational Priority
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1.39.28	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (SA10, SA10a, SA9, SA9a)		
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Other – Pool			
Deficit #	Deficit Description	Notes	Operational Priority
1.39.29	No level landing provided at the sloped entry, leave as is , due to the infeasibility of making the correction	Leave as is	Completed
1.39.30	Pool stair risers not uniform, leave as is , due to infeasibility of correction (SA60, SA60a)	Leave as is	Completed

Spalding Park (Partial turn over to USD 4 in fall 2018)

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.40.1	Acquire and mount at appropriate heights and locations accessible parking signs for stalls (SP26)	West parking lot now under Unit 4 jurisdiction.	Completed
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
1.40.2	Mount signage preventing cars from parking at and blocking access to curb ramps	Unit 4 jurisdiction and rebuild changed this.	Completed

1.40.3	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to tennis and basketball; in the alternative, leave as is and designate other court sports in the district as accessible	No longer an issue. Leave as is	Completed
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<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.40.4	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.40.5	Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces such as brick walkway		Completed and ongoing
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.40.6	Leave as is , monkey bars, infeasible to correct (SP24, SP24a)	Correct during replacement	Completed
<i>Ground Level Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.40.7	Lower entry point for one bucket swing to 11" to 24" aff (SP21, SP22)	Correct during replacement 2019-22.	Completed

Spalding Recreation Center (Turned over to USD 4 and no longer applicable. It was demolished)

Parking

Deficit #	Deficit Description	Notes	Operational Priority
1.42.1	Repaint stalls and access aisles to be 8' each, or 11' and 5' as an alternative van stall (SR5, SR5a)	8/25/2014; \$2,831.40	Completed August 2014
1.42.2	Acquire and mount at appropriate heights and locations accessible parking signs for one stall (SR3)		Completed
1.42.3	Raise existing accessible parking signs so that lowest end of bottom sign is min. 60" aff as a smart practice (SR8, SR8a, SR4, SR4a)		Completed

Exterior Accessible Route

Deficit #	Deficit Description	Notes	Operational Priority
1.42.4	Correct curb ramp slope to max 8.33% (SR14, SR14a)	Based on priority, staff with wheelchair	Completed
1.42.5	Repair, bevel, or ramp CIL along AR (SR15, SR15a, SR10, SR10a)	Based on priority, staff with wheelchair	Completed
1.42.6	Correct or fill gaps along AR (SR11, SR11a, SR16, SR16a)	Based on priority, staff with wheelchair	Completed
1.42.7	Create lined cross walk where pedestrian pathway crosses through vehicular traffic as a smart practice (SR13)		Completed
1.42.8	Designate an access aisle for the passenger drop off area by painting an aisle that is 60" wide and 20' long (SR17)		Completed

Exterior Entry Signage

Deficit #	Deficit Description	Notes	Operational Priority
1.42.9	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	No longer applicable	Completed
1.42.10	Mount compliant signage at entrance designating it as accessible	No longer applicable	Completed

Exterior Entry Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.42.11	Replace threshold at exterior doors with ADA compliant thresholds	No longer applicable staff with wheelchair	Completed
1.42.12	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	No longer applicable	Completed
1.42.13	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	No longer applicable	Completed

Interior Accessible Route and Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.42.14	Relocate storage, furniture, and other obstacles to create 60" maneuvering space around doors (SR19, SR22, SR24, SR25, SR26, SR27)	No longer applicable	Completed
1.42.15	Replace hardware with lever hardware where indicated (SR20, SR21, SR28)	3 incorrect; see RAC report	Completed
1.42.16	Replace hardware on hazardous area doors with knurled hardware	1 incorrect; see RAC report	Completed
1.42.17	Inspect, adjust, and maintain 5 lbf to open interior doors	No longer applicable	Completed

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.42.18	Lower operating mechanisms in main room to max 48" aff to the highest operable part (SR31, SR31a)	Based on priority, staff with wheelchair	Completed
1.42.19	Remove, or relocate storage in CFS at fixtures and operable parts (SR30)	Main room light switches. No longer applicable	Completed

Employee Offices and Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.42.20	Employee only areas permit approach, entry, and exit, relocate obstacles such as tables and chairs to create AR through the mechanical storage and closets (SR34, SR24, SR25, SR26, SR27)	See RAC report	Completed
1.42.21	Employee only areas permit approach, entry, and exit, relocate obstacles to create turning space of 60" in mechanical storage area	See RAC report	Completed
1.42.22	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (SR32, SR32a, SR32b, SR34, SR33, SR33a, SR35, SR35a, SR36, SR36a)	Currently have staff with disability; wheelchair — Cannot leave as is	Completed

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.42.23	Lower urinal flush controls to max 44" aff (SR41)	Based on priority, staff with wheelchair	Completed
1.42.24	Mount compliant signage at all restrooms with Braille and the access symbol at 60" aff to middle of sign and on latch side of door (SR37, SR38)	No longer applicable	Completed
1.42.25	Rehang men's restroom door to swing out (SR39)	No longer applicable	Completed
1.42.26	Insulate exposed pipes under sink in men's restroom (SR40)	No longer applicable	Completed
1.42.27	Relocate paper towels and soap dispenser in men's to allow for CFS (SR42)	No longer applicable	Completed
1.42.28	Relocate shelf in women's restroom to not interfere with general circulation path, protrusions can't be greater than 4" (SR46, SR46a)	No longer applicable	Completed

Springer Cultural Center

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
1.43.1	Raise existing accessible parking signs so that lowest end of bottom sign is min. 60" aff as a smart practice (SC2, SC2a)	PO: 605708 12/08/2014; \$625	Completed- December 2014
1.43.2	Consider reconfiguration of accessible stalls so pedestrians need not cross vehicular way, in the alternative, leave as is with striped crosswalk (SC3)	PO: 605708 12/08/2014; \$625	Completed- December 2014

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
1.43.3	Create lined cross walk where pedestrian pathway crosses through vehicular traffic as a smart practice		
1.43.4	Designate an access aisle for the passenger drop off area by painting an aisle that is 60" wide and 20' long (SC4)		
1.43.5	Acquire and install compliant directional signage along the AR from parking to accessible entrance (SC5)		
Exterior Entry Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.43.6	Mount compliant signage at entrance designating it as accessible (SC5)		Complete
Exterior Entry Doors			

Deficit #	Deficit Description	Notes	Operational Priority
1.43.7	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14,15. This will need periodic checking due to wear on openers, weather, etc. Also has auto doors	Complete
1.43.8	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Completed on Jan. 2018 eval.	Completed
Elevator or Lift			
Deficit #	Deficit Description	Notes	Operational Priority
1.43.9	Interior of car fails size requirements, leave as is , infeasible to correct (SC81)	Leave as is	Completed

Springer Cultural Center – Main Floor

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.1	Leave as is , maneuvering clearance in closet or storage, correction is technically infeasible to correct (SC7a, SC9, SC25, SC21)	Leave as is	Complete
1.44.2	Relocate storage, furniture, and other obstacles to create 60" maneuvering space around doors (SC13, SC19a, SC19b, SC20, SC20a)		Complete
1.44.3	Replace hardware on hazardous area doors with knurled hardware	1/27/21 DJO – The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1	Complete
1.44.4	Replace hardware with lever hardware where indicated (SC18)	1/11/22 DJO – SC18 indicates a round knob on a wooden door. Not sure which door this is.	
1.44.5	Inspect, adjust, and maintain 5 lbf to open interior doors	Complete in 2018 evaluation	Complete and ongoing
1.44.6	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Complete in 2018 eval.	Complete and ongoing
1.44.7	Tread depth on stairs should be uniform and a minimum of 11" deep, leave as is due to infeasibility of making depth consistent (SC82, SC83, SC83a, SC83b)	Leave as is	Completed

1.44.8	<i>Install</i> detectable warning strip on top tread of each stairway		
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.9	Relocate obstacles such as tables and chairs to create AR through storage closet (SC32)	Just needs cleaned up and organized.	Completed
1.44.10	Relocate obstacles such as tables and chairs to create turning space in room 202	Note in Jan. 2018 eval. — ? and circled room 202.	Completed
1.44.11	<i>Remove, or relocate</i> storage in CFS at fixtures & operable parts (SC34, SC35)	Not at piano in 204; not at light switch in prop closet	
Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.12	Employee only areas permit approach, entry, and exit, <i>relocate obstacles</i> such as tables and chairs to create AR through indicated areas (SC26, SC9, SC41, SC41a)	See RAC report	
1.44.13	Employee only areas permit approach, entry, and exit, <i>relocate obstacles</i> to create turning space of 60" in indicated areas	See RAC report	
1.44.14	For all other deficits, <i>leave as is</i> , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (SC42, SC42a, SC43, SC43a, SC44, SC36, SC38, SC38a, SC39, SC39a, SC40, SC45)	Leave as is	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.15	Restrooms not accessible, acquire and mount compliant signage at restroom directing patrons to accessible restrooms (SC57, SC58, SC59, SC60, SC61, SC62, SC62a, SC63, SC64)	PO: 61867 02/02/2015; \$940 Clark Plumbing *Lowered urinal; installed ADA compliant toilet	Completed February 2015

Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.16	Lower operating mechanisms in rooms 202, 203 and prop closet to max 48" aff to the highest operable part (SC28, SC28a, SC27, SC27a,	Sounds system; hanger bar; coat hooks; lowest prop hanger in prop closet	

Kitchen			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.17	Relocate hanger bar in kitchen, lowering it to max 48" or place cane detectable warning at foot (SC46, SC46a)		

Locker Room			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.18	Replace shower head with one on 59" long hose		
1.44.19	Remount shower bench so that the front edge is within 3" of the opening		

Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.44.20	Relocate storage in CFS at signs		
1.44.21	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (SC69, SC70, SC71)	Note on 2018 evaluation – Mounted at 60" is highlighted in pink.	

Springer Cultural Center – Lower Level

Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority

1.45.1	Relocate storage, furniture, and other obstacles to create 60" maneuvering space at doors (SC107, SC89, SC90, SC123 , SC138, SC139, SC143, SC148)	1/13/22 DJO – SC89, SC90 and SC107 all show various wooden shelves in the pottery rooms that are not allowing proper door clearance in a couple of rooms. Note on Jan. 2018 eval – SC139 is in pink highlight. Dan note – does that mean all others done?	
1.45.2	Leave as is , maneuvering clearance in closet or storage, correction is technically infeasible	Leave as is	Completed
1.45.3	Replace hardware with lever hardware where indicated (SC87, SC98)	1/13/22 DJO – Pictures are not great but they are on lower level. One appears to be restroom and one possibly at the classrooms.	
1.45.4	Replace hardware on hazardous area doors with knurled hardware	1/27/21 DJO – The requirement is no longer included in the ADA Act Accessibility Guidelines (ADAAG) or in ECC/ANSI A117.1 1 incorrect; see RAC report	Complete
1.45.5	Inspect, adjust, and maintain 5 lbf to open interior doors	Complete as of Jan. 2018 eval.	Completed and ongoing.
1.45.6	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Complete as of Jan. 2018 eval.	Completed and ongoing.
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.45.7	Lower operating mechanisms in indicated rooms to max 48" aff to highest operable part (SC105, SC105a, SC128a, SC128b, SC154, SC154a)	Hangers in room 101; hangers in 109; reach to fire extinguisher in 101; soap in 102)	
1.45.8	Relocate obstacles such as tables and chairs to create AR at indicated areas (SC102, SC102a, SC103, SC103a, SC108, SC110, SC110a, SC111, SC123, SC124, SC129, SC129a, SC133, SC136, SC150, SC151, SC152)	See RAC report	
1.45.9	Relocate obstacles such as tables and chairs to create turning space in indicated areas		

1.45.10	Raise indicated items to min 80", or pad objects to prevent hazard in overhead clearance (SC104, SC104a, SC112, SC112a, SC122, SC122a)		
1.45.11	Relocate protruding objects in rooms 108 and 109 or place cane detectable warning at foot of shelves and hangers (SC128, SC128a, SC130, SC130a)		
1.45.12	Remove, or relocate storage in CFS at fixtures and operable parts (SC155, SC109, SC113, SC114, SC125, SC148)	See RAC report	
Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.45.13	Employee only areas permit approach, entry, and exit, relocate obstacles such as tables and chairs to create AR and turning space through storage areas (SC115)	See RAC report. Note on 2018 eval – Storage by elevator.	
1.45.14	Leave as is, maneuvering clearance in closet or storage, correction is technically infeasible (SC101, SC116, SC116a, SC132)	Leave as is	Completed
1.45.15	For all other deficits, leave as is, employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (SC117, SC117a, SC118, SC118a, SC119, SC119a, SC120, SC139, SC148, SC121, SC121a, SC140)	Leave as is	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.45.16	Mount signage at all restrooms with Braille and access symbol, at 60" aff to the middle of sign and on latch side of door (SC161)		

1.45.17	Lower mirrors so reflective surface is max 40" aff (SC162, SC162a, SC167, SC167a)	PO:61869 03/18/215; \$4,045.52 Taylor'd Restorations	Completed March-2015
1.45.18	Lower hooks in multi-user accessible stalls to max 48" aff (SC165, SC165a)	PO:61869 03/18/215; \$4,045.52 Taylor'd Restorations	Completed March-2015
1.45.19	Relocate or recess towel dispenser and mirror shelf to not interfere with CFS at sink, protrusions can't exceed 4" (SC169, SC169a, SC166, SC166a)	PO:61869 03/18/215; \$4,045.52 Taylor'd Restorations	Completed March-2015
1.45.20	Restroom not accessible, acquire and mount compliant signage at restroom directing patrons to accessible restroom (SC171, SC172, SC172a, SC157, SC157a, SC173, SC173a, SC158, SC158a, SC160, SC174, SC159, SC175)		
1.45.21	Lower operating mechanisms to max 48" aff to highest operable part (SC163, SC163a)	Towel dispenser PO:61869 03/18/215; \$4,045.52 Taylor'd Restorations	Completed March-2015

Directional and Permanent Space Signs

Deficit #	Deficit Description	Notes	Operational Priority
1.45.22	Mount compliant signage at all permanent rooms/spaces with Braille and access symbol, at 60" aff to middle of sign and on latch side of door (SC178, SC179, SC179a, SC180)	Note in 2018 eval – "check mark" signs in lower level.	

Stratton Gymnasium (Letter sent to USD 4 outlining responsibilities. No longer applicable to CPD)

Exterior Entry Doors

Deficit #	Deficit Description	Notes	Operational Priority
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1.46.1	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Not our property. No agreement in place for us to authorize work.	Completed
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Interior Accessible Route and Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.46.2	Replace hardware with lever hardware where indicated (SG1)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.3	Inspect, adjust, and maintain 5 lbf to open interior doors	Not our property. No agreement in place for us to authorize work.	Completed
1.46.4	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Not our property. No agreement in place for us to authorize work.	Completed

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.46.5	Relocate protruding objects in gym or place cane-detectable warning at foot of AED (SG2, SG2a)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.6	Lower operating mechanisms in gym to max 48" aff to the highest operable part (SG3, SG2a)	Not our property. No agreement in place for us to authorize work.	Completed

Restrooms

Deficit #	Deficit Description	Notes	Operational Priority
1.46.7	Acquire and mount compliant signage at inaccessible restrooms directing patrons to accessible restroom	Not our property. No agreement in place for us to authorize work.	Completed
1.46.8	Mount compliant signage at all restrooms having Braille at 60" to the middle of the sign and on the latch side of the door (SG9, SG9a)	Not our property. No agreement in place for us to authorize work.	Completed

1.46.9	Relocate or recess hand dryers in both restrooms and tampon dispenser in women's to not interfere with general circulation path, protrusions can't be greater than 4" (SG8, SG8a, SG7, SG7a)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.10	Leave as is , remaining deficits as the restroom is not a designated accessible restroom (SG4, SG4a, SG5, SG6)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.11	Replace drain cover to eliminate gap (SG10, SG10a)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.12	Centerline of toilet is 18.5" from wall, should not exceed 18", leave as is (SG11, SG11a)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.13	Remount rear grab bar to the correct placement behind the water closet, 12" to one side of center and 24" to the other and 33" to 36" aff in single user restroom	Not our property. No agreement in place for us to authorize work.	Completed
1.46.14	Lower mirror in restroom so that reflective surface of mirror is max 40" aff (SG12, SG12a)	Not our property. No agreement in place for us to authorize work.	Completed
1.46.15	Insulate exposed pipes under sink in single user restroom (SG14)	Not our property. No agreement in place for us to authorize work.	Completed
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.46.16	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door	Not our property. No agreement in place for us to authorize work.	Completed

Tennis Center

Parking

Deficit #	Deficit Description	Notes	Operational Priority
1.48.1	Add one van parking sign to one accessible stall	Complete as of 2018 eval.	Completed
1.48.2	Raise existing accessible parking signs so that lowest end of bottom sign is min. 60" aff as a smart practice (TC2, TC2a)	Complete as of 2018 eval.	Completed

Exterior Entry Signage

Deficit #	Deficit Description	Notes	Operational Priority
1.48.3	Mount compliant signage at entrance designating it as accessible	Only one entrance and it is accessible. Not a need for a sign.	Completed

Exterior Entry Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.48.4	Leave as is , exit from court 6 if correction to court 3 exit is made (TC10, TC10a, TC10b, TC11)	Leave as is	Completed

Interior Accessible Route and Doors

Deficit #	Deficit Description	Notes	Operational Priority
1.48.5	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (TC14, TC5, TC6, TC6a, TC24, TC7, TC8)	Some not feasible and assistance will be needed. Not in public spaces.	Completed
1.48.6	Inspect, adjust, and maintain 5 lbf to open interior doors	Completed as of Jan. 2018 eval.	Completed and ongoing.
1.48.7	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3"	Completed as of Jan. 2018 eval.	Completed and ongoing.
1.48.8	Leave as is , CIL to behind the curtain area if the above is accomplished	Leave as is	Completed

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
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1.48.9	Remove one cabinet and counter to create 60" turning space in break area		
1.48.10.A	Relocate protruding objects in lobby or place cane detectable warning at foot of TV shelf and coat rack (TC20, TC20a, TC47)	TV shelf in lobby; coat rack in lobby. Cart under TV holds puzzles. Racks protected by furniture and do not protrude past 4 inches when empty.	Completed

Employee Offices and Spaces

Deficit #	Deficit Description	Notes	Operational Priority
1.48.10	Employee only areas permit approach, entry, and exit, relocate obstacles such as tables and chairs to create AR through rooms indicated (TC15, TC18, TC30, TC30a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch. Note – Yuri’s office.	
1.48.11	Employee only areas permit approach, entry, and exit, relocate obstacles to create turning space of 60" in rooms indicated (TC15, TC18, TC21, TC21a)	Note – North furnace, north electrical, TV. Infeasible in all areas due to HVAC and Electrical equipment that is part of architecture. TV area has cart below it. No public access is allowed.	Completed
1.48.12	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (TC27, TC27a, TC16, TC16a, TC17, TC25, TC29, TC31, TC19, TC28, TC34, TC34a, TC35)	Leave as is	Completed

Restrooms

Deficit #	Deficit Description	Notes	Operational Priority
1.48.13	Acquire and mount compliant signage for restroom, including symbol of accessibility, mounted on wall on latch side	Completed as of 2018 evaluation.	Completed
1.48.14	Replace or adjust stall doors to be self closing to a full close		
1.48.15	Relocate protruding objects in restrooms or place cane detectable warning at foot of coat racks (TC39, TC40)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch. Coat rack in sink areas	

1.48.16	Lower coat rack to provide max 48" reach to the hangers (TC38, TC38a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
1.48.17	Remove or relocate at least one bench to provide 36" AR through locker area (TC53, TC53a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
1.48.18	Lower mirror in women's restroom so reflective surface is max 40" aff, in the alternative, leave as is, citing construction tolerance (TC42, TC42a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
1.48.19	Relocate or recess tampon dispenser in women's to not interfere with general circulation path, protrusions can't be greater than 4" (TC45, TC45a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
Locker Rooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.48.20	Replace hardware on designated lockers with compliant hardware (TC51)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
1.48.21	Leave as is , roll in shower and cite construction tolerance (TC55, TC55a)	Leave as is	Completed
Directional and Permanent Space Signs			
Deficit #	Deficit Description	Notes	Operational Priority
1.48.22	Create template for signs that addresses height of sign, size of characters, location of Braille, and other requirements (TC49, TC49a)	Note 4/22/20 DJO – We are using the ADA standards template.	Completed
1.48.23	Implement a sign revision program throughout the building, discriminating between directional signs and signs for permanent spaces		Completed

1.48.24	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60" to the middle of the sign and on the latch side of the door (TC48)		Completed
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Toalson Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.49.1	Mount signage preventing cars from parking at and blocking access to curb ramps (TP2)		Completed

<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.49.2	Frequently inspect and regularly maintain accessible portions of play area surface that are comprised of loose fill such as EWF so that surface is level with other surfaces such as cement walkway (TP11)		Completed and ongoing
1.49.3	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing.
1.49.4	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing.

<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.49.5	Consider adding second transfer system as a smart practice	Considered and will not be installing at this time but will consider upon replacement.	Completed

Park Site

Deficit #	Deficit Description	Notes	Operational Priority
1.49.6	Lower operating mechanism of dog station to 15" to 48" aff (TP6)	Dan note — Blue in 2018 eval, but thought it was done.	Completed both areas
1.49.7	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (TP5); in the alternative, leave as is and designate picnic areas at other sites in the district as accessible	Leave as is	Completed

Turnberry Ridge Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.50.1	Mount signage preventing cars from parking at and blocking access to curb ramps	Note 4/16/20 DJO — Glen Berger and David Happ from City of Champaign contacted and examined the request to place signs. It was denied because an ordinance exists and they typically do not place a sign. If it becomes an issue, they can ticket cars. See email from 4/16/19.	Not preferred. Completed.
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.50.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing.
1.50.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing.
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.50.4	Consider adding second transfer system as a smart practice	Considered and will not be adding at this time.	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.50.5	Lower operating mechanism of dog station to 15" to 48" aff (TRP4, TRP4a)		Completed
1.50.6	Locate accessible picnic table along AR (TRP1); in the alternative, leave as is and designate picnic areas at other sites in the district as accessible	Leave as is	Completed

Virginia Theatre

Exterior Entry Signage			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.1	Mount compliant signage at inaccessible entrances directing patrons in wheelchairs to accessible entrance	1/29/21 DJO - VT ADA Committee Decision – Don't believe we need them on all doors since all mentioned are not public entry. However, Steven would like to place one at the east lobby since it is occasionally used by itself. Window stickers would be fine. 2/8/2023 DJO – Still no stickers. Just need the one for the East Lobby.	
1.51.2	Mount compliant signage at entrance designating it as accessible	12/20/19 DJO – no accessible entry sign or stickers on main entrance. Could do window stickers easily. 2/8/2023 DJO – Still need some at the main entrance.	
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.3	Inspect, adjust, and maintain 8.5 lbf to open exterior doors	Staff interview stated that this was done as a priority back in 2014-15. Should check on them periodically.	Completed
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.4	Correct or repair slope at theater accessible doorway to max 2% in any direction for level CFS, if technically infeasible leave as is (VT20, VT20a)	Complete as of Jan. 2018 eval.	Completed
1.51.5	Correct or repair maneuvering clearance at ticket office, if technically infeasible leave as is		Completed – Infeasible
1.51.6	Replace hardware with lever hardware where indicated (VT5, VT7)	1/29/21 VT ADA Committee – Leave as is. There is historic value and is not a public space or entry. Staff can be trained to help if needed.	Complete
1.51.7	Lower locking mechanism on door to max 48" aff (VT8, VT8a)		Completed 2001
1.51.8	Inspect, adjust, and maintain 5 lbf to open interior doors	Staff interview stated that this was done as a priority back in 2014-15.	Completed

1.51.9	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	Staff interview stated that this was done as a priority back in 2014-15. Should check on these periodically. Volunteers always on hand for help when open for business.	Complete
1.51.10	Consult with SHPO as to whether providing vertical access to balcony and the lower levels would threaten or destroy historic significance of this site	Dan note — Elevator to second floor but not seats. I think this is complete.	Complete
1.51.11	Remove storage from the CFS at the fire pull in the lobby (VT17)	1/27/21 VT ADA Committee – Steven will move the ticket taker box to storage since it is not used often.	
1.51.12	Adjust the stream of the fountains to max 4" high (VT16, VT16a)	Complete as of Jan. 2018 eval.	Completed
1.51.13	Provide designation signage at AOR doorways, mounted on the wall, latch side, 48" to 60" aff, having Braille (VT18, VT18a)	1/29/21 VT ADA Committee – Wayfinding sign will add this to their scope of work.	
1.51.14	Install detectable warning strip on top tread of each stairway (VT39, VT48)	1/29/21 VT ADA Committee — Leave as is. Reflective bullnose and paint in place in two areas. Anything further will cause additional trip hazards. There is currently no known mandate on this other than train platforms.	Completed
1.51.15	Tread depth on stairs should be uniform and min 11" deep, leave as is due to technical infeasibility of making depth consistent (VT36, VT38, VT42, VT45)	Leave as is	Completed
1.51.16	Ramp CIL's at concession entry to max .25" and 8.33% slope (VT10, VT10a)	Leave as is, technically infeasible	Completed
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.16	Relocate tables in east lobby to prevent blocking doorway (VT25)	Complete as of 2018 eval.	Completed

Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.17	Employee only areas permit approach, entry, and exit, relocate obstacles to create turning space of 60" in copy machine area if feasible	See RAC report	Completed
1.51.18	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (VT31, VT31a, VT26, VT26a, VT23, VT27, VT27a, VT24)	Leave as is	Completed
Assembly Areas			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.19	Acquire and mount compliant signage with access symbol, designating specified number of wheelchair seats	1/29/21 VT ADA Committee – Wayfinding sign committee will add this to their scope of work.	
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.20	Remount grab bars in both accessible restrooms to 33" to 36" aff (VT14)	1/29/21 VT ADA Committee – Leave as is since middle of bar meets requirements. Would need to re tile if changed.	Complete
1.51.21	Lower hooks in both restrooms to max 48" aff (VT12, VT12a)	1/27/21 VT ADA Committee – Leave current and match the hook to be placed directly below the current hook in both restrooms.	
1.51.22	Remount toilet paper dispenser in U1 restroom to max 7" to 9" from front of toilet and 15" to 48" aff (VT13)		Completed
1.51.23	Centerline of toilet is 18.5" from wall, leave as is (VT15, VT15a)	Leave as is	Completed

<i>Kitchen/Concessions</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.24	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5 Defined Terms, until an employee with a disability works here (VT41, VT40, VT40a, VT43, VT43a, VT44, VT44a)	Leave as is	Complete
<i>Directional and Permanent Space Signs</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.25	Create template for signs that addresses height of sign, size of characters, location of Braille, and other requirements (VT46)	1/29/21 VT ADA Committee – Wayfinding sign committee will add this to their scope of work	
1.51.26	Implement a sign revision program throughout the building, discriminating between directional signs and signs for permanent spaces	1/29/21 VT ADA Committee – Wayfinding sign committee will add this to their scope of work	
1.51.27	Mount compliant signage at all permanent rooms/spaces having Braille and the international symbol of accessibility, mounted at 60” to the middle of the sign and on the latch side of the door (VT45)	1/29/21 VT ADA Committee – Wayfinding sign committee will add this to their scope of work	
<i>Other</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.51.28	Leave lower level as is until and unless vertical access is provided (VT59, VT60, VT61, VT62)	Leave as is	Completed
1.51.29	Leave balcony as is until and unless vertical access is provided (VT48, VT49, VT50, VT51, VT55, VT56, VT52)	Leave as is	Completed

1.51.30	Leave storage area under the offices as is due to the technical infeasibility of correcting access through the stairway (VT64, VT65)	Leave as is	Completed
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Wesley Park (Board directive hold improvements until City does Boneyard)

Playground Designated Entry

Deficit #	Deficit Description	Notes	Operational Priority
1.53.1	Relocate park and playground signage to be along AR, with level 30" by 48" CFS for viewing (WP1b)	1/20/21 DJO – Address upon playground replacement.	

Playground Surface/Accessible Route within

Deficit #	Deficit Description	Notes	Operational Priority
1.53.2	Infeasible to correct 80" overhead clearance, leave as is (WP4, WP4a)		Complete

Transfer System

Deficit #	Deficit Description	Notes	Operational Priority
1.53.3	Consider adding second transfer system as a smart practice	Considered and will not be adding. May consider upon playground replacement.	Complete

Park Site

Deficit #	Deficit Description	Notes	Operational Priority
1.53.4	Relocate grill to be along AR (WP14)	1/20/21 DJO – Currently no suitable accessible route to move to. The only AR is associated with the playground	

West Side Park

Playground Designated Entry

Deficit #	Deficit Description	Notes	Operational Priority
1.54.1	Relocate playground signage to be along AR, with level 30" by 48" CFS for viewing	New Playground	Completed

<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.54.2	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing
1.54.3	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing
<i>Ramps</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.54.4	Inspect ramp segments and adjust or raise segments to achieve ramp slope of max 8.33% (WS5, WS5a, WS6, WS6a)	New playground	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.54.5	Lower operating mechanism of dog station to 15" to 48" aff	Completed as of Jan. 2018.	Completed

Wisegarver Park

<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.55.1	Relocate no less than 20% of garbage cans to be along AR	Removed ball field so no trash cans there.	Completed

Zahnd Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.56.1	Raise existing accessible parking signs so that lowest end of sign is min. 60" aff (ZP2, ZP2a)	All stalls completed.	Completed
1.56.2	Move accessible parking sign to within 5' of accessible parking stall (ZP3, ZP3a)	Complete as of Jan. 2018 eval.	Completed
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.56.3	Relocate playground signage to be along AR, with level 30" by 48" CFS for viewing (ZP32)	Two signs on playground as of 2/18/19. One is in Fibar therefore accessible. The one on fibar is 36" to bottom of sign.	Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.56.4	Fill and compact EWF surface so that it maintains its accessibility characteristics		Completed and ongoing.
1.56.5	Establish protocols for regular and frequent inspection and maintenance of accessible playground surface		Completed and ongoing.
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.56.6	Consider adding second transfer system as a smart practice	Replacement schedule	Completed
1.56.7	Leave as is, platform rise citing construction-tolerance (ZP36, ZP36a)	Leave as is	Completed

<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.56.8	Relocate scorer stand at Joel Stephen Field so that it does not interfere with AR (ZP41, ZP42)	DJO 2/18/19 — New sidewalk plan addresses both Joel Stephen and Pony scoretables blocking AR.	Completed/fixed with new concrete
1.56.9	See 1.2.4 for correction to Football Field AR (ZP46, ZP47); in the alternative, leave as is and designate athletic fields at other sites in the District as accessible	Leave as is	Completed
<i>Other – Shelter</i>			
Deficit #	Deficit Description	Notes	Operational Priority
1.56.10	Relocate storage, furniture, and other obstacles to create adequate 60" maneuvering space around doors (ZP15, ZP17, ZP16)		Completed
1.56.11	Leave as is , plumbing chase, infeasible to correct (ZP18, ZP18a)	Leave as is	Completed
1.56.12	Inspect, adjust, and maintain 8.5 lbf to open exterior doors and 5 lbf to open interior doors	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14, 15. This will need periodic checking due to wear on openers, weather, etc.	Complete
1.56.13	Inspect, adjust, and maintain closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14, 15. This will need periodic checking due to wear on openers, weather, etc.	Complete

1.56.14	For all deficits, leave as is , employee work area pursuant to 2010 Standards 106.5-Defined Terms, until an employee with a disability works here (ZP19, ZP20, ZP20a, ZP20b, ZP21, Z22)	Leave as is	Completed
1.56.15	Remount signage to the wall, latch side of the door, 60" to the center of the sign (ZP23, ZP24)	Dan note as of 2/18/19. Mens and womens restroom still needs done. Dan to put in work order. Best to get new signs.	Completed
1.56.16	Relocate or recess hand dryers and tampon dispenser in restrooms to not interfere with clear floor space at the sink or general circulation path, protrusions can't be greater than 4" (ZP25, ZP25a, ZP26, ZP26a, ZP27, ZP27a)	Note on Jan. 2018 eval – Hand dryers completed. Dispensers not complete.	
1.56.17	Replace menu with one having pictures (smart practice) and mount within proper distance for lettering of 1" size (ZP31)	DJO sent Chalesea and Jameel the deficit and info on 02/15/19. New menu was made. Going to vending machines now. Picture menu not needed.	Completed
1.56.18	For all other deficits, leave as is , employee work area pursuant to 2010 Standards 106.5-Defined Terms, until an employee with a disability works here (ZP28, ZP29, ZP29a, ZP30, ZP30a)	Leave as is	Completed

Champaign Park District

ADA Transition Plan

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Phase 2 of 3

Barkstall Gymnasium (Letter sent to USD 4 outlining their responsibility)

<i>Exterior Entry Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.1.1	Repair, bevel, or ramp CIL at 1 door entry to be max .25" (BG1, BG1a)	Not applicable	Completed
2.1.2	Enlarge cement pad at exit to allow 18" clearance on the latch side, and extend a pathway away from the building for emergency egress	Not applicable	Completed
<i>Restrooms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.1.3	Lower urinal so that the rim height is max 17" aff (BG2, BG2a)	Not applicable	Completed
2.1.4	Replace toilet seat, or re-set or replace water closet to 17" to 19" aff (BG5, BG5a)	Not applicable	Completed
2.1.5	Replace toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit (BG7)	Not applicable	Completed

Beardsley Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.2.1	Repair, bevel, or ramp CIL along AR (BP2, BP2a)	Corner settled back	Completed but need to keep an
2.2.2	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements	Complete as of Jan. 2018 eval.	Completed

Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
2.2.3	Create designated entry by removing 60" portion of play area boundary (smart-practice) (BP3)	New playground	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.2.4	Repair or correct running slope of play area-accessible surface to max 5% (BP4, BP4a)	New playground	Completed
2.2.5	Relocate play counter to create 80" vertical-clearance (BP9)	New playground	Completed
Elevated Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.2.6	Lower reach range to maze panel and steering-wheel to max 28" for an individual seated on the-deck (BP7, BP7a, BP10, BP10a)	New playground	Completed
Ground Level Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.2.7	Lower play component to within reach range of 18" to 44" for 5 to 12 year old play component (BP13, BP13a)	New playground	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.2.8	Extend AR to grill (BP17)	Complete as of Jan. 2018 eval.	Completed

Bresnan Meeting Center

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.3.1	Replace doors with ones with 80" overhead clearance (BM11, BM11a)	1/18/22 DJO – BM11 and BM11a are the meeting room south sliding doors at 78" high.	
2.3.2	Replace threshold at exterior doors with compliant thresholds		
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.3.3	Replace doors with ones having 32" clear width where indicated (BM12, BM13, BM13a, BM15, BM20, BM28)		
2.3.4	Replace doors with ones with 80" overhead clearance (BM8, BM10, BM27, BM7, BM7a, BM9, BM17, BM17a, BM18, BM83, BM83a, BM11, BM16, BM19, BM21, BM83)	1/18/22 DJO – BM7 and BM7a are the double doors to the conference room and they are at 79.5 inches high. BM9 is door from meeting room into the kitchenette. BM17 and BM17a is women's restroom on the first floor at 79.5 inches in height. BM 18 is janitorial closet in the men's restroom on the first floor. BM16 is the west door of file room going into lobby.	
2.3.5	Lower operating mechanisms along the interior AR to max 48" aff to the highest operable part (BM74, BM74a)	Thermostat	
2.3.6	Install handrails on both sides of stairway mounted 34" to 38" aff with top and bottom extensions (BM79, BM79a, BM79b, BM80, BM80a, BM81)	1/18/22 DJO – BM79 is showing metal handrail BM79a is showing wide wooden handrail from landing to basement on the east side of the building. BM79b is showing wide wooden handrails on the north side of the building from lobby to basement. BM80, BM80a and BM81 all show various height and connectivity problems with the handrails from lobby to basement.	

Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.3.7	Remove base cabinets to provide knee-clearance and lower sink height to max 34" aff (BM41, BM41a)	Remove sink in sink room since we no longer rent out meeting rooms Dec. 2014. Will not be removing (DJO Feb. 2019). Removal of sink still does not get room compliant with area clearance. Therefore no need to remove cabinets. Infeasible.	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.3.8	Remove apron at sinks to provide 27" knee-clearance underneath (BM63, BM63a) and insulate exposed pipes under sinks in both restrooms (BM64)	PO: 61874 03/03/215; \$4,902.93 Taylor'd Restoration *First Floor	Completed March 2015

Bresnan Operations

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (O92, O92a)	12/5/2019 DJO – Slope currently 2.9% at maximum. Leaving as is. To change would need to rip up and regrade entire area.	Completed as is
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.2	Resurface asphalt to eliminate slopes, CIL and gaps (O90)		Completed
2.4.3	Connect newly created access aisle from above to the AR (O91)		Completed 2020

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.4	Enlarge cement pad at exit to allow 18" clearance on the latch side, and extend a pathway away from the building for emergency egress (O16)		Completed on shop renovation-2019
2.4.5	Create a level landing at doorways (O13a, O14, O15)	DJO 1/10/22 – O15 is horticulture shed completed with shop expansion in 2019. O13a and 14 are the entry doors to the north shed on the south and east respectively. O13a may be impossible since there is heavy slope on the outside. Concentrate on the correcting the east side so there is at least one entry.	
2.4.6	Repair, bevel, or ramp CIL at 4 door entries to be max .25" (O8, O8a, O13, O13a, O79, O78, O78a)	DJO 1/10/22 – O13, O13a and O79 are the north shed, south door. It will be impossible to get access there because of sharp grade. Instead concentrate on getting the east entry door up to accessibility code.	
2.4.7	Replace threshold at exterior doors with ADA compliant thresholds	DJO 1/10/22 – These are all covered in other areas of this Transition plan now. May need to see pictures to discern.	Completed
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.8	Replace door with one having 32" clear width (O5, O5a)	DJO 1/10/22 – O5 and O5a is the grounds office door accessed by the small hallway in the north shop. It opens into the office. Currently only 29 inches wide.	
2.4.9	Replace door with a door having 80" of overhead clearance (O6, O6a)	DJO 1/10/22 – O6 and O6a refer to the ballfields office door in the north shop. The door will stay as it since it is 70.5 inches tall. Just half an inch short of standard. Staff will be trained to meet individuals outside of that office if needed. Staff that need that accommodation will not be assigned to that office.	Complete
2.4.10	Lower operating mechanisms along the interior AR to max 48" aff to the highest operable part (O54, O54a)	DJO 1/10/22 – This is the thermostat in the open office area on the south wall just outside room 124. The height will remain as is and assistance can be given if it needs changed. Should only be changed by qualified person.	Completed
2.4.11	Replace drinking fountain with a hi lo bowl fountain (O56)	PO: 61871 02/06/2015; \$1,450 Clark Plumbing	Completed- February 2015

Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.12	Relocate protruding objects in break room or place cane detectable warning at foot of mailboxes (O22, O22a)	Recycling containers placed below mailbox protrusions as detectable warnings.	Completed
2.4.13	Remove base cabinets to provide knee-clearance and lower sink height to max 34" aff (O30, O30a)	DJO 1/10/22 — O30 and O30a are both pertaining to the Operations breakroom sink that has a closed cabinet under the sink instead of an ADA approach.	Completed Feb-2023
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.14	Lower urinal so rim height is max 17" aff (O61, O61a)	PO: 61871 02/06/2015; \$1,450 Clark Plumbing	Completed-February 2015
Locker Rooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.4.15	Designate 5% or no less than 1 locker as accessible, mounting signage with access symbol and hooks and operating mechanisms max 48" aff in both locker areas as a smart practice (O77, O77a)	Leaving as is. Not a public area. Possible employee needed accommodations, we have other options depending on what position they fill. Address if needed.	Complete
2.4.16	Replace bench in dressing areas with one with seat 24" deep, 48" long, affixed to the wall or having a back and mounted 17" to 19" aff (O79, O79a, O80, O80a, O81, O81a)	Leaving as is. Not a public area. Possible employee needed accommodations, we have other options depending on what position they fill. Address if needed.	Complete

Bristol Park (Complete park renovation. All amenities meet ADA)

Exterior Accessible Route

Deficit #	Deficit Description	Notes	Operational Priority
2.5.1	Repair, bevel, or ramp CIL along AR (BR1, BR1a)	No longer applicable.	Completed

Playground Designated Entry

Deficit #	Deficit Description	Notes	Operational Priority
2.5.2	Create a 60" wide designated entry to the play area as a smart practice (BR3)	No longer applicable.	Completed

Playground Surface/Accessible Route within

Deficit #	Deficit Description	Notes	Operational Priority
2.5.3	Repair or correct running slope of play area-accessible surface to max 5% (BR4, BR4a)	No longer applicable.	Completed

Transfer System

Deficit #	Deficit Description	Notes	Operational Priority
2.5.4	Raise platform on transfer system to 11" to 18" off (BR5, BR5a)	No longer applicable.	Completed

Elevated Play Components

Deficit #	Deficit Description	Notes	Operational Priority
2.5.5	Adjust height of platform decks to max 8" for access to EPC's, in the alternative, install compliant transfer steps (BR7, BR7a, BR9, BR9a)	No longer applicable.	Completed
2.5.6	Adjust height of platform decks to max 8" for access to EPC's, in the alternative, install compliant transfer steps (BR7, BR7a, BR9, BR9a)	No longer applicable.	Completed

Park Site

Deficit #	Deficit Description	Notes	Operational Priority
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2.5.7	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (BR15)	No longer applicable.	Completed
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Centennial Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.6.1	Repair or replace parking surface in south ball field lot to maintain its accessibility characteristics (CP2, CP2a)	1/18/22 DJO – Parking lot renovation has been pushed out to 2024.	
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.6.2	Install compliant detectable warning at curb ramps (CP3a)	Complete as of Jan. 2018 eval.	Completed
2.6.3	Correct or fill 1" gap along AR near parking (CP4, CP4a)	Complete as of Jan. 2018 eval.	Completed
2.6.4	Correct or repair sidewalk running slope along AR near shelter to max 5% (CP3, CP3a)	Leaving as is. There is an alternate AR that meets standards from parking and along playground.	Completed
Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
2.6.5	Create designated entry by removing 60" portion of play area boundary (smart-practice)	New playground	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.6.6	Repair or correct running slope of play area accessible surface to max 5% (CP7, CP7a, CP8, CP8a)	New playground	Completed
2.6.7	Repair, bevel or ramp CIL's within playground and at playground entry/border (CP9, CP9a)	New playground	Completed

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.6.8	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to batting cages	Note 4/22/20 DJO – These are owned by Little League. What is their responsibility?	
2.6.9	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR	Dan Note – 2 benches at playground are they on PIP?	
Other - Shelter			
Deficit #	Deficit Description	Notes	Operational Priority
2.6.10	Correct or fill 1" gap on shelter interior (CP19, CP19a)		
2.6.11	Lower operating mechanism in shelter to 15" to 48" aff (CP20, CP20a, CP21, CP21a)		

Clark Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.7.1	Create curb ramp with max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as ramp and 36" deep and side flares with max slope 10% (CK1)	1/22/21 DJO – CK1 is the east road curb to Fraker Fountain.	

2.7.2	Repair, bevel, or ramp CIL along AR (CK2, CK2a, CK3)	1/22/21 DJO - CK2 and CK2a are the lip in front of the Fraker Fountain Grate. It is supposed to be raised. Calling that complete. CK3 are the steps to the north of Fraker Fountain.	
2.7.3	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements (CK4)	1/22/21 DJO – CK4 is the stones at the top of the Fraker Fountain steps.	

Playground Designated Entry

Deficit #	Deficit Description	Notes	Operational Priority
2.7.4	Create designated entry by removing 60" portion of play area boundary (smart practice)	Address upon playground replacement	

Playground Surface/Accessible Route within

Deficit #	Deficit Description	Notes	Operational Priority
2.7.5	Repair or correct running slope of play area accessible surface to max 5% (CK5, CK5a)		Completed
2.7.6	Repair or correct cross slope of play area accessible surface to max 2% (CK6, CK6a)		Completed

Transfer System

Deficit #	Deficit Description	Notes	Operational Priority
2.7.7	Install transfer system on 5 to 12 play structure with access to 50% of the EPC's, if feasible	We think this refers to a lot of the separate pieces? Address upon playground replacement.	Completed

Elevated Play Components

Deficit #	Deficit Description	Notes	Operational Priority
2.7.8	Lower reach range to talk tubes to max 28" for an individual seated on the deck (CK8)	Address upon replacement. Already meet needs elsewhere.	Completed
Sand Box/Play Tables			
Deficit #	Deficit Description	Notes	Operational Priority
2.7.9	<i>Install</i> raised sand table with knee clearance (CK24)	Address upon replacement	
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.7.10	<i>Create AR</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to grill	Needs to be addressed for entire park – Master Plan?	
2.7.11	<i>Create AR</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to drinking fountain (CK26)		
2.7.12	<i>Create AR</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to backstop and from backstop to player area and other park elements (CK25)		
2.7.13	<i>Create AR</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball and from basketball to player area and other park elements		
2.7.14	<i>Create AR</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to volleyball and from volleyball to player area and other park elements		

2.7.15	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to tennis and from tennis to other park elements and relocate entry gate to be away from support pole		
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Davidson Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.8.1	Correct or fill gap at curb ramp (DP1, DP1a)		Completed
2.8.2	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements		Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.8.3	Repair or correct running slope of play area accessible surface to max 5% (DP7, DP7a)		Completed
2.8.4	Repair or correct cross slope of play area accessible surface to max 2% (DP6, DP6a)		Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.8.5	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (DP3)	1/25/21 DJO – No benches located along an accessible route. No benches have the companion seating.	

Dodds Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.9.1	Create AR connecting accessible parking at Eddie Albert Gardens to garden features (DP46)	Complete as of Jan. 2018 eval.	Completed
2.9.2	Repair or correct multiple slopes of Fields 1-3 parking spaces and access aisles to max 2% in any direction (DP47, DP47a, DP48, DP48a, DP49, DP49a)		Completed fall 2020
2.9.3	Repair or correct multiple slopes of Fields 4-7 parking spaces and access aisles to max 2% in any direction (DP52, DP52a, DP53, DP53a, DP54, DP54a)		
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.9.4	Install compliant detectable warning at curb ramps and transitions from walkways to vehicular ways at soccer, Olympic statue and trail head (DP61, DP58, DP59)	1/11/22 DJO — All of these listed are in Architectural Expressions contract to design. Drive by sculptures — maybe include interpretive signs at major locations?	Completed
2.9.5	Repair, bevel, or ramp CIL along AR (DP57, DP57a, DP62, DP62a, DP60, DP60a)	1/11/21 DJO - DP57 and DP57a are concrete areas at the sidewalk transition to the beginning of the concrete ramp at the Olympic Tribute. One area shows a 3/4 inch difference between slabs. 1/11/22 DJO — DP62 and 62a is the concrete ramp at soccer west of restroom nearest building that leads out to the parking lot. This is one of the ramps to be addressed in Architectural Expressions design of ADA ramps. 1/11/22 DJO – DP60 and 60a depicts a slab of sidewalk running next to a parking lot. Unknown area. Unknown heave.	

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.9.6	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to Eddie Albert Gardens and from gardens to other park elements (DP46)	PO: 60578 12/08/2014; \$400	Completed 2014
2.9.7	<i>Extend</i> AR to player seating area and spectator area at 6 of 12 soccer fields (DP64, DP65, DP66, DP67)		
2.9.8	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to sculpture and from sculpture to other park elements (DP68)	Public art sculptures are temporary. Other accessible options can be asked for.	Financial burden. Alternative can be requested.
Other - Outbuildings			
Deficit #	Deficit Description	Notes	Operational Priority
2.9.9	Fill and maintain gaps at doorways to max .5" (DP4, DP4a, DP13)	1/11/22 DJO – All pictures listed to the left are from 3-plex restroom exterior doors. On the outside there is a gap that is too hard to see in the pictures. 1/12/22 – Gaps filled correctly with new concrete work.	Complete
2.9.10	Lower urinal flush control to max 44" aff (DP16, DP16a)	1/11/22 DJO – DP16 and DP16a shows 4-plex ADA urinal. Picture shows bottom of flush mechanism at 44". Recheck on 1/12/22 has bottom of flusher at 41". Keep as is.	Complete
2.9.11	Lower sinks to max 34" aff to front of rim (DP22, DP22a)	1/11/22 DJO – DP22 and DP22a are 3plex restrooms. Both sinks are at 34.5 inches. Leave as is.	Complete
2.9.12	<i>Widen stalls</i> to min. 66" to accommodate toe clearance	1/12/22 DJO – Stalls measured at 3plex. Men's does not seem to meet the requirements. Women's does not seem to meet requirements in one direction.	
2.9.13	Lower urinal flush control to max 44" aff (DP27, DP27a)	1/11/22 DJO – DP27 and DP27a are showing 3-plex restroom urinal. This urinal stayed as-is during the 2020 renovation. It still has the lever very high over the middle of urinal.	

Dog Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.10.1	Create AR with crushed and compacted stone or similar outdoor material from parking to park entry	PO: 61848 12/04/2014; \$425	Completed- December 2014
<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.10.2	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to drinking fountain and tables (DP4)	Note on Jan. 2018 eval — Drinking fountain complete.	Completed
2.10.3	<i>Install compliant detectable warning</i> at curb ramps and transitions from walkways to vehicular ways	1/6/21 DJO – No detectable warnings currently there. Suggest when dog park lease is renewed, running detectable warning across where concrete is 15 feet wide before ADA spaces.	
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.10.4	Extend AR from small enclosure to table-seating area		Completed
2.10.5	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to large enclosure tables and fountain	Note in Jan. 2018 eval — Fountain complete.	Completed
2.10.6	<i>Construct firm, stable, and slip resistant pads</i> at least 36" by 48" adjacent to 20% of benches, and locate along an AR (DP5, DP6)		

Douglass Annex

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.11.1	Replace threshold at exterior doors with ADA compliant thresholds	1/12/22 DJO – Exterior threshold on multipurpose room meets compliance. Exit doors from multipurpose room	
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.11.2	Replace door with a door having 80" of overhead clearance (DA9)	1/11/22 DJO – Leaving as is. All doors in building exceed 80 inches except for on at 79 inches in a storage room at the back of the main office. This is not a public access door and often remains locked. I have already spoken to facility manager about assisting if needed.	Complete
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.11.3	Lower operating mechanisms in exercise room and meeting room to max 48" aff to the highest operable part (DA17, DA17a, DA18, DA18a)	1/11/22 DJO – DA17 and DA17a shows thermostat in the lounge room at 66 inches aff. That is a lot. DA18 and DA18a shows fire pull near the back door in the multipurpose room at a height of 57" to operating mechanism aff and 59 inches to top of pull box in the original picture. As of this date, the operating mechanism has been changed to less than 48 inches aff. Contact Risk Coordinator regarding fire pull station; thermostat	Complete

Douglass Community Center

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.12.1	Widen door to 36" clear width for an entry that exceeds 24" deep (DC25)		
2.12.2	Replace threshold at exterior doors (DC17, DC23)	1/18/22 DJO – DC17 and DC23 are the thresholds at the basement entry of the ADA ramp that go into the locker room areas. These need to be a bit taller than the ½ inch in order to keep water out of the building.	
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.12.3	Widen entries to 36" for access in a recessed doorway in reception and men's locker		
2.12.4	Replace door with one having 32" clear width (DC12, DC12a) Electrical room.		
2.12.5	Replace door with a door having 80" of overhead clearance (DC20, DC20a) storage		
2.12.6	Repair, bevel, or ramp CIL's at 3 door entries to max .25" (DC10, DC11, DC11a)		
2.12.7	Replace drinking fountain with a hi-lo bowl fountain (DC76)		
2.12.8	Correct nosings to max .5" (DC79, DC79a, DC80, DC80a, DC81, DC81a)		
2.12.9	Install compliant continuous handrails on both sides of stairways, mounted 34" to 38" aff with top and bottom extensions (DC83, DC78a, DC82, DC83, DC84, DC84a, DC85, DC85a, DC86, DC87)		

Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.12.10	Lower operating mechanisms in L.E.A.D. and gym to max 48" aff to the highest operable part (DC42, DC42a, DC50, DC50a)	First aid cabinet; gym thermostat	
2.12.11	Lower sink to max 34" aff	Complete as of Jan. 2018 eval.	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.12.12	Lower urinal to max 17" to rim (DC61, DC61a)	Complete as of Jan. 2018 eval.	Completed
2.12.13	Replace threshold between rooms in restrooms with compliant one (DC72, DC72a, DC73, DC73a)	Complete as of Jan. 2018 eval.	Completed
2.12.14	Replace urinal with one min 13.5" depth (DC62, DC62a)	PO: 61863 02/02/2015; \$4,155 Clark Plumbing *Upstairs & downstairs plumbing	Completed- February 2015

Douglass Library

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.13.1	Repair, bevel, or ramp CIL at main door entry to be max .25" (DL14, DL14a)	1/13/22 DJO – This is at main entrance. Condition has worsened and putting the entry mat over it has not resolved the situation. There are other areas further out broken now as well. Will need full replacement before long.	
2.13.2	Fill and maintain gaps at doorways to max .5" (DL19, DL19a)	1/13/22 DJO – This is at main entrance. Condition has worsened and putting the entry mat over it has not resolved the situation. There are other areas further out broken now as well. Will need full replacement before long.	
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.13.3	Replace drinking fountain with a hi-lo bowl fountain	1/13/22 DJO – The story goes that this was corrected at one time and someone complained at it was changed back. As of this date, the operating mechanism is at 30" aff and the front top of bowl is at 34" aff. They are painting that entry area today. It can be approached in a wheel chair.	
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.13.4	Lower operating mechanisms in meeting room and break room to max 48" aff to the highest operable part (DL23, DL23a, DL32, DL32a) S. room thermostat, phone in kitchen.	1/13/22 DJO – Thermostat and phone are still at original height as of this date. Thermostat; phone	
2.13.5	Remove base cabinets to provide knee clearance and lower sink height to max 34" aff (DL33, DL33a)	1/13/22 DJO – DL33 and DL33a depict the counter and sink in the break room, not the kitchen. The closed cabinet and sink remains in place as of this date.	

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.13.6	Lower urinal so that the rim height is max 17" aff (DL42, DL42a)		Completed- October 2014
2.13.7	Replace toilet tank with one having flush-mechanism on the open side, in the	Complete as of Jan. 2018 eval.	Complete

Douglass Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.14.1	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to sports fields	Complete as of Jan. 2018 eval.	Complete
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.14.2	Correct or repair running slope of designated entry to max 5% (DP5, DP5a)	New playground	Completed
2.14.3	Correct or repair cross slope of designated entry to max 2% (DP6, DP6a)	New playground	Completed
2.14.4	Relocate crawl panel and play counters to provide 80" vertical clearance, if feasible (DP7, DP8)	New playground	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.14.5	Relocate one grill to be along AR (DP15)	Check on this. One by shelter.	Complete

2.14.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to amphitheatre and from amphitheatre to other park elements (DP18, DP18a)	Compl Jan. 2018 eval. Dan note – I don't think we consider to ampitheatre	Completed
2.14.7	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of amphitheatre seating and locate along an AR (DP18, DP18a)	Note 4/22/20 DJO – Decision was made to replace seating as is, but accessible route and seating will be at the front of the existing concrete pad where stage sits.	Completed. Designated existing pad for events.
2.14.8	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to edge of sled hill and from sled hill to other park elements	Complete as of Jan. 2018 eval.	Complete
2.14.9	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (DP19)	Complete as of Jan. 2018 eval.	Complete

Eisner Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.15.1	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements	Note 4/22/20 DJO – Little League field is without an AR now. Field is responsibility of Little League. See also deficits specifically related to Tennis Court	

2.15.2	Install compliant detectable warning where walkway meets vehicular way (EP4)	1/11/22 DJO – EP4 indicates the small narrow sidewalk to the east of the tennis courts that goes up to shuffleboard. It does not have detectable warning as of this date. There is a lot of non-compliance throughout this area.	
2.15.3	Widen AR to tennis to a compliant 36” clear width (EP2)	1/18/22 DJO – Although you cannot tell which sidewalk this is in the picture (EP2), I am fairly certain it is the narrow sidewalk from parking lot to shuffleboard on the east side of the sidewalk also mentioned in 2.15.2. 1/24/21 DJO – Existing sidewalk too Narrow.	
2.15.4	Repair, bevel, or ramp CIL along AR (EP5, EP5a)	1/18/22 DJO – EP5 and EP5a shows a heave in a section of the sidewalk near the top between the tennis and shuffleboard of the same sidewalk mentioned in deficits 2.15.2 and 2.15.3.	
2.15.5	Correct or fill 3.75” gap along AR (EP6, EP6a)	1/15/22 DJO – EP6 and EP6a shows a gap between the end of the sidewalk and the beginning of the tennis courts on the same sidewalk as mentioned in deficits 2.15.2, 2.15.3, and 2.15.4	
2.15.6	Correct or repair sidewalk running slope along AR to max 5% (EP1, EP1a)	1/18/22 DJO – EP1 and EP1a show a slope of 7.8% in the same tennis/shuffleboard sidewalk as mentioned in 2.15.2, 2.15.3, 2.15.4, and 2.15.5	
Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
2.15.7	Create designated entry by removing 60” portion of play area boundary (smart practice) (EP18, EP19)	New Playground	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.15.8	Repair or correct running slope of play area-accessible surface to max 5% (EP11, EP11a)	New playground	Complete
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.15.9	Correct slope of AR to tennis	1/18/22 DJO – This is the exact same as deficit 2.15.6. It is repeated so marking as complete-but earlier deficit will remain until it is complete.	Complete
2.15.10	Relocate one grill to be along AR (EP7)		Complete

2.15.11	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to drinking fountain and from drinking fountain to other park elements (EP8)		
2.15.12	Relocate 20% of garbage cans to be along AR (EP8)		Completed
2.15.13	Replace 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around tables and locate along AR (EP18)	Complete as of Jan. 2018 eval.	Completed

Garden Hills Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.16.1	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to park features	Complete as of Jan. 2018 eval.	Completed
<i>Park Site</i>			
	Deficit Description		
2.16.2	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer and from soccer to player area and other park elements (GHP1)	Complete as of Jan. 2018 eval.	Completed
2.16.3	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball diamond and from ball diamond to player area and other park elements (GHP2)	Complete as of Jan. 2018 eval.	Completed

2.16.4	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to belt swings and from belt swings to other park elements (GHP4)	Complete as of Jan. 2018 eval.	Completed
2.16.5	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to bucket swings and from bucket swings to other park elements (GHP5)	Complete as of Jan. 2018 eval.	Completed
2.16.6	Relocate 20% of garbage cans to be along AR (GHP7)	Complete as of Jan. 2018 eval.	Completed
2.16.7	Replace drinking fountain with a compliant hi-lo bowl fountain and connect to the AR (GHP6)		Completed
2.16.8	Replace 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24"		Completed-Spring 2019

Glenn Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.17.1	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park features	Complete as of Jan. 2018 eval.	Completed
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.17.2	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to play area (GP4)	Complete as of spring 2018.	Completed

Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.17.3	Repair, bevel or ramp CIL at playground entry/border	Complete as of spring 2018.	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.17.4	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball and from basketball to player area and to other park elements (GP3)	Complete as of Jan. 2018 eval.	Completed
2.17.5	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR	Complete as of Jan. 2018 eval.	Completed

Hallbeck Park

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.18.1	Create accessible route with crushed and compacted stone or similar outdoor material from sidewalk to memorial rock (HB2)	Moved rock next to pavilion 2015.	Completed

Hays Recreation Center

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.19.1	Widen doors to 32" for any doors indicated (HRC6, HRC6a)	7/15/21 Hays ADA Committee — Leave as is. It is a double door and staff can open both doors to have appropriate clearance. 1/20/21 DJO — This is the double door into the big recreation room.	Complete
2.19.2	Replace doors with doors having 80" overhead clearance (HRC11, HRC6, HRC19, HRC19a, HRC30)	7/15/21 Hays ADA Committee — Leave as is since they are all within a close amount. 1/10/21 DJO — HRC6 is double doors to big room. HRC11 is at 79 inches. HRC19 and 19a are west kitchen exterior door at 78 ¾ inches. HRC30 is an unknown door.	Complete
2.19.3	Replace threshold at exterior doors with ADA compliant thresholds (HRC20, HRC35) east and south		
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.19.4	Correct or repair slope at doorway to max 2% in any direction for level CFS (HRC26, HRC26a) hallway	7/15/2021 Hays ADA Committee — Discussed several options here since changing the floor slope is not feasible. One item would be to add a railing along one side. It can be done on the east wall, but would have a break in it around the doors that close off the hallway. That option would not be fully compliant but would help some individuals. 2/8/2023 DJO — Handrail added to east wall along the ramp and 1 foot past ramp. This is the best alteration we can do without complete renovation of the building.	Completed Fall 2022
2.19.5	Replace doors ones having 32" clear width where indicated (HRC4, HRC4a, HRC15, HRC23, HRC28, HRC33, HRC34)	7/15/21 Hays ADA Committee — Agrees to train employees that if someone needs into these closets they can assist the person. One is a double door and would be accessible by opening both doors. Exception would be the kitchen door that will now be addressed in future renovation of the entire kitchen.	Complete
2.19.6	Replace doors with doors having 80" of overhead clearance (HRC7, HRC7a, HRC8, HRC8a, HRC2, HRC4, HRC10, HRC5, HRC15, HRC15a, HRC30, HRC17, HRC22, HR24, HR25, HR25a, HRC27, HRC27a, HRC29, HRC29a)	7/15/21 Hays ADA Committee — Leave as is since they are all within a close amount with the exception of the one leading to the kitchen that should be replaced upon renovation.	Complete
Service Counter			

Deficit #	Deficit Description	Notes	Operational Priority
2.19.7	Lower height of a 36" wide segment of service counter to max 34" aff (HRC75, HRC75a)	12/5/2019 DJO — After discussion with staff, leaving as is and staff will come around desk.	Complete
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.19.8	Lower operating mechanisms in reception area and seniors room to max 48" aff to the highest operable part (HRC47, HRC47a)	7/15/21 Hays ADA Committee — Leave thermostat as is and train staff to assist. Thermostats should only be changed by trained personnel.	Completed
2.19.9	Remove base cabinets to provide knee clearance and lower sink height to max 34" aff (HRC52, HRC52a)	Complete as of Jan. 2018 eval.	Completed
Kitchen			
Deficit #	Deficit Description	Notes	Operational Priority
2.19.10	Remove base cabinets to provide knee clearance and lower sink height to max 34" aff (HRC55, HRC55a, HRC56)	7/15/21 Hays ADA Committee – Agreed to put a large kitchen renovation on the CIP to address these and several other ADA issues in the kitchen.	
2.19.11	Remove storage from CFS at hand wash sink (HRC57)	Will need to monitor this area. Often gets cluttered.	Completed
2.19.12	Replace oven with one having controls on the front panel (HRC59)	7/15/21 Hays ADA Committee – Agreed to put a large kitchen renovation on the CIP to address these and several other ADA issues in the kitchen.	

Hazel Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.20.1	Create curb ramp with max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as ramp and 36" deep and side flares with max slope 10%	Note on 2018 eval - ?	
2.20.2	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements		
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.20.3	Create entry by designating a 60" portion of play area boundary (smart practice) (HZ4)	1/15/22 DJO — HZ4 shows the sidewalk bordering the playground. Several linear feet of sidewalk to accessible Fibar are offered here. There is not a single defined area. People are welcome to make the entrance at any point. It is safe and accessible for several linear feet. — Leave as is.	Complete
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.20.4	Repair or correct running slope of play area accessible surface to max 5% (HZ2, HZ2a)		Completed
2.20.5	Repair or correct cross slope of play area accessible surface to max 2% (HZ3, HZ3a)		Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.20.6	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR	Complete as of Jan. 2018 eval.	Completed

Heritage Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.21.1	Create AR with crushed and compacted stone or similar outdoor material from accessible parking to all park elements		
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.21.2	Widen AR to a compliant 36" clear width on either side of bollard	1/11/22 DJO – There is no accessible route once you are through the bollards. Bollards were also removed and replaced.	Complete
2.21.3	Repair, bevel, or ramp CIL along AR (HP4, HP4a)		
2.21.4	Correct or fill 1" gap along AR (HP5, HP5a)	1/15/22 DJO – HP5 and HP5a shows gaps greater than an inch between the sidewalk and footbridge.	
2.21.5	Correct or repair sidewalk cross-slope along AR to max 2% (HP6, HP6a)	4/24/20 DJO – Cross-slope changes with weather and is never outside of 0.5% off of standard. Therefore not going to address.	Completed. Not needed.
2.21.6	Correct or repair sidewalk running slope along AR to max 5% (HP7, HP7a)	1/15/22 DJO – HP7 and HP7a show the path sidewalk leading up to Bradley Ave. to be 8.5% running slope approximately 30 to 40 feet south of Bradley Ave.	
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.21.7	Relocate 20% of garbage cans to be along AR (HP8, HP9)	Complete as of Jan. 2018 eval.	Completed
2.21.8	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (HP10, HP10a)	2/8/2023 DJO – Three total benches. Two are next to the lake without companion and without attachment to sidewalk. One is on new sidewalk with companion. So at 33.333%	Completed

Hessel Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.22.1	Create AR connecting accessible parking to park entry and features (HP2)	Complete as of Jan. 2018 eval.	Completed
2.22.2	Repair or correct slope of parking space and access aisle to max 2% in any direction (HP1, HP1a)		
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.22.3	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park features	1/18/22 DJO — This is the exact same as deficit number 2.22.13 listed below. So I am removing this one and keeping the 2.22.13 until completed.	Complete
2.22.4	Correct or repair sidewalk running slope along AR to max 5% (HP17, HP17a)	Note from Jan. 2018 eval — new sidewalk	Completed
Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
2.22.5	Create entry by designating 60" portion of play area boundary (smart practice)	New playground	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.22.6	Repair or correct running slope of play area accessible surface to max 5% (HP11, HP11a, HP12, HP12a, HP13, HP13a)	New playground	Completed
2.22.7	Repair, bevel or ramp CIL at playground entry/border (HP14, HP14a)	New playground	Completed

2.22.8	Relocate play counter to create 80" vertical clearance if feasible	New playground	Completed
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Ramps

Deficit #	Deficit Description	Notes	Operational Priority
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2.22.9	Correct slope at transition plate to max-8.33% (HP15, HP15a)	New playground	Completed
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Sand box/Play tables

Deficit #	Deficit Description	Notes	Operational Priority
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2.22.10	Install transfer supports on transfer platform- (HP36)	New playground	Completed
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2.22.11	Relocate accessible table to allow access to sand digger (HP37)	Sand digger removed. New playground	Completed
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Park Site

Deficit #	Deficit Description	Notes	Operational Priority
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2.22.12	Relocate bike rack to be along AR	Complete as of Jan. 2018 eval.	Completed
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2.22.13	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to volleyball and from volleyball to player area and to other park elements		
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2.22.14	Relocate 20% of grills to be along AR	Grills constantly moved and put back. More grills needed than we have accessible routes so are keeping high number of grills throughout.	Completed
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2.22.15	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR	Complete as of Jan. 2018 eval.	Completed
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Other – Shelters

Deficit #	Deficit Description	Notes	Operational Priority
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2.22.16	Correct or fill gap and cracks in main shelter interior (HP18)		
2.22.17	Replace 20% picnic tables in main shelter with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table		Completed Spring 2019
2.22.18	Lower outlet in main shelter to max 48" aff (HP19, HP19a)	Leave as is. This outlet needs to be high. When low, it is constantly vandalized by people kicking it off. Can render assistance if needed.	Complete
2.22.19	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to plumbing door (HP3, HP5)	Note on 2018 eval — New building	Completed
2.22.20	Replace door with one that provides 32" clear width (HP4, HP4a)	Note on 2018 eval. — New building	Completed
2.22.21	Replace toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit (HP8)	Note on 2019 eval — New building.	Completed

Johnston Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.23.1	Replace current detectable warning with compliant one with truncated domes with correct height and spacing, and red in color (IDOT) and integrated into the surface (JP2)	4/20/20 DJO — These are city or subdivision sidewalks.	Not our jurisdiction. Completed
2.23.2	Repair or replace sidewalk to maintain its accessibility characteristics (JP4, JP5)	Complete as of Jan. 2018 eval.	Completed
2.23.3	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to ballfield and soccer	4/20/20 — Sidewalk is close enough to soccer but long ways to baseball.	

Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.23.4	Repair or correct running slope of play area accessible surface to max 5% (JP12, JP12a)		Corrected
2.23.5	Repair or correct cross slope of play area accessible surface to max 2% (JP13, JP13a)		Corrected
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.23.6	Relocate grill to be along AR (JP9)	4/20/20 DJO – Suggest when playground redesigned add “patio” area with grill and address the benches with companion seating. Benches on playground mounted on 6X6.	
2.23.7	Construct firm, stable, and slip resistant pads at least 36” by 48” adjacent to 20% of benches, and locate along an AR (JP10)	Note on 2018 eval – 2 benches by playground need repositions.	Completed on new sidewalk.

Kaufman Lake Boathouse

Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.24.1	Fill and maintain gaps at doorways to max .5” (KLB5, KLB5a)	1/21/21 DJO – Renovation on CIP. Correct at that time.	
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.24.2	Remount toilet to 16” to 18” from side wall to center line (KLB6)	1/21/21 DJO - Renovation on CIP. Correct then.	
2.24.3	Replace toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit (KLB8)	1/21/21 DJO - Renovation on CIP. Correct at that time.	

Kaufman Park

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.25.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (KL2, KL2a)	Note on Jan. 2018 eval — New concrete?	Completed
<i>Other – Outdoor Rec</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.25.2	Replace 20% of the picnic tables at the boat house and newer pier with ones with knee and toe clearances, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table (KL5, KL6)		Completed Spring 2019
2.25.3	Create AR with crushed and compacted stone or similar outdoor material from parking to picnic area and fire pit on opposite side of lake (KL7, KL8, KL9)		
2.25.4	Replace portable toilet with compliant model and place along AR (KL6)	Annual request	Current and ongoing

CUSR Center (Leonhard/Bicentennial) (Put back on plan due to renovation instead of demolition)

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.26.1	Create a curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as the ramp and 36" deep and side flares with a max slope 10% (L2)	12/30/20 DJO — This is a snow covered picture (L2) of the curb on to Sangamon Drive. This is not a crosswalk area and should not have a ramp. There are crosswalks north and south within a short distance. Ramp not advised due to safety.	Considered complete because not doing due to safety and existing areas.

2.26.2	Repair, bevel, or ramp CIL along AR (L3, L3a)	12/30/20 – This is a section of the south sidewalk leading to Sangamon Dr. Picture shows it is 7 to 9 concrete squares in front of west front door. The heave and corner break is still there and needs to be addressed. Was not in construction renovation scope of work.	Completed
2.26.3	Resurface route to eliminate gaps and CIL (L4)	12/30/20 – This is the broken triangle on the west edge of the south entry sidewalk. Was not in renovation scope of work so still needs addressed.	
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.26.4	Enlarge cement pad at exit to allow 18" clearance on the latch side, and extend a pathway away from the building for emergency egress (L14)	12/30/20 – This is not considered an emergency exit on the City's review of the building. However additional HVAC pad has been poured anyway.	Complete
2.26.5	Repair, bevel, or ramp CIL at 1 door entry to be max .25" (L10)	03/11/20 DJO – This threshold will be replaced in the renovation plan. This is the north gymnasium exterior door. The outer lip of the metal threshold is pushed up.	Completed
2.26.6	Replace threshold at exterior doors with ADA compliant thresholds (L5, L11, L15)	03/11/20 DJO – These thresholds are addressed in the renovation plan. L5 is the south front main double door. L11 is the north back gym double door. L15 is the south gym double door.	Completed
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.26.7	Replace doors with ones having 32" clear width where indicated (L17)	12/30/20 DJO – Picture L17 is blackened out in the background, but is referring to two doors of the small men's and women's restroom. Current renovation plans have three restrooms available in the building that have proper clearance. Not addressing these since there will be three other compliant restrooms in the building.	Complete
2.26.8	Lower operating mechanisms along the interior AR to max 48" aff to the highest	12/30/20 DJO – Believe this to be fire extinguisher. Now removed.	Completed
2.26.9	Replace drinking fountain with a hi lo bowl fountain (L54, L55)	12/22/20 DJO – In renovation plans. Already removed.	Completed
2.26.10	Install compliant handrails on both sides of stairway, mounted 34" to 38" aff with top	Removed	Completed
2.26.11	Lower operating mechanisms in gym, activity room and lobby to max 48" aff to the highest operable part (L34, L34a, L37, L37a, L44, L44a)	12/22/20 – Addressed in renovation plans.	Completed

2.26.12	Remove base cabinets to provide knee-clearance and lower sink height to max 34" aff (L40)	12/30/20 DJO – L40 is sink and cabinetry in activity room. This cabinetry is slated to be removed after construction.	Completed 1/21
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.26.13	Lower urinal to max 17" to rim having flush-controls max 44" aff (L47, L47a, L48)	DJO 12/22/20 – Addressed in renovation plans.	Completed

Mattis West Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.27.1	Correct or fill 1.75" gap along AR (MW2, MW2a)	1/8/21 DJO – This is the north corner of the south entrance of the Boulware trail. Gap is even larger now.	
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.27.2	Relocate bike rack to be along AR	1/8/21 DJO – There are no bike racks in the park.	Completed
2.27.3	Relocate grill to be along AR, or extend AR to grill	1/8/21 DJO – At south shelter, sidewalk goes into to shelter. Add access to grill on the other side of the shelter.	

2.27.4	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR	1/8/21 DJO — See my bench inventory write up from 1/8/2021. Currently we have over 35% of benches with companion. Does not include Moore Park and Boulware. Note on Jan. 2018 eval. — ? Pad is sidewalk.	Completed
Other - Shelters			
Deficit #	Deficit Description	Notes	Operational Priority
2.27.5	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR at shelter 1	1/8/21 DJO — See my bench inventory write up from 1/8/2021. Currently we have over 35% of benches with companion. Does not include Moore Park and Boulware.	Completed
2.27.6	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to shelter 2 and from shelter 2 to accessible features	3/12/20 DJO — North shelter is accessible from sidewalk. We don't have any parking at Mattis.	Completed

Mayfair Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.28.1	Correct slopes and curb issues to provide AR to play area (MP1, MP2a, MP3, MP4)		
2.28.2	Create or re-cut or re-pour curb ramp with max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as ramp and 36" deep and side flares with max slope 10% (MP1)	4/15/19 DJO — North sidewalk, slope wrong, no curb cut, no detectable warnings. Southeast sidewalk, incorrect detectable warnings, ramp slope meets standards. Southwest entrance, no curb cut, slope wrong, no detectable warnings.	
2.28.3	Install compliant detectable warning at curb ramps (MP1, MP5)	4/15/19 DJO — North sidewalk, slope wrong, no curb cut, no detectable warnings. Southeast sidewalk, incorrect detectable warnings, ramp slope meets standards. Southwest entrance, no curb cut, slope wrong, no detectable warnings.	
2.28.4	Repair, bevel or ramp CIL at transition from AR to ramp entrance (MP7, MP7a)		
2.28.5	Correct or repair sidewalk cross slope along AR to max 2% (MP8, MP8a)		

2.28.6	Correct or repair sidewalk running slope along AR to max 5% (MP2, MP2a, MP4, MP4a)		
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.28.7	Repair, bevel or ramp CIL at playground entry/border (MP9, MP9a)	1/18/22 DJO – Wooden 6X6 was not the problem in the picture. Problem was the change in level from 6X6 to Fibar. Was corrected several years ago and will be ongoing. 4/15/19 DJO – Wooden 6X6 between sidewalk and playground rebar that could be removed.	Complete
Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
2.28.8	Replace transfer platform with one that is 14” deep and 24” wide	Address upon playground replacement.	
Ground Level Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.28.9	Lower talk tube to within reach range of 18” to 44” for 5 to 12 year old play component (MP12, MP12a)	Address upon playground replacement	
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.28.10	Replace noncompliant drinking fountain with a compliant h-lo bowl fountain (MP17)	4/1/19 DJO – Top of bowl 31.4”, bottom of bowl 26.75”, arm length 20.00	Completed 2020
2.28.11	Relocate accessible bench to be along AR (MP14)	4/1/19 – DJO – One bench at playground mounted on 6X6 with fibar. One under tree North of playground on concrete pad with no companion.	

Millage Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.29.1	<i>Install compliant detectable warning</i> at curb-ramps	1/6/21 DJO — There are four old style ramps with slats tooled into them. These are city/neighborhood walkways, not Park-District ownership.— Note on Jan. 2018 eval —?	Completed due to not our ownership
2.29.2	<i>Correct or fill 1”</i> gap along AR (ML1)	Note on Jan. 2018 eval —?	Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.29.3	<i>Repair or correct running slope</i> of play area-accessible surface to max 5% (ML3, ML3a)		Completed
2.29.4	<i>Relocate</i> tube ladder to create 80” overhead-clearance if feasible (ML4)	Define. Address upon replacement. Not feasible.	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.29.5	<i>Relocate</i> grill to be along AR (ML14)	1/6/21 DJO – Grill could be put into the small triangle near the shelter and then concreted, but leaves the fibar in the shelter at risk of catching fire.	

Morrissey Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.30.1	Install compliant detectable warning at curb ramps	Note 4/22/20 DJO – Need to check this as I think it was done with sidewalk	Completed
2.30.2	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements	Done to Tennis Courts and playground, soccer standard sidewalk at edge.	Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.30.3	Repair or correct running slope of play area accessible surface to max 5% (MR1, MR1a, MR2, MR2a)		Completed
2.30.4	Relocate play counter to create 80" vertical clearance (MR5)		Completed
<i>Ground Level Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.30.5	Relocate sand digger to be along AR (MR9)	2016	Complete
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.30.6	Relocate one grill to be along AR	12/15/19 – Grill at shelter. Note from Jan. 2018 eval – ? and "Along AR" is highlighted green	Completed

2.30.7	Create AR with crushed and compacted stone or similar outdoor material from sidewalk to memorial rock (MR10)	1/6/21 DJO – We have a few of these mentioned in the audit. Access to them would be very costly and change the nature of the dedication. I’m suggesting that on way to access is to take pictures, and have interpretation on our website. Otherwise this is a lot of money and time. This is the one large near tennis courts.	
2.30.8	Construct firm, stable, and slip resistant pads at least 36” by 48” adjacent to 20% of benches, and locate along an AR	Complete as of Jan. 2018 evaluation.	Completed

Mullikin Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.1	Install compliant detectable warning at curb ramps (MP1, MP2)	Note from Jan. 2018 eval - ?	
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.2	Create designated entry by removing 60” portion of play area boundary (smart practice)	Need to check if tie in way.	
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.3	Repair or correct running slope of play area-accessible surface to max 5% (MP10, MP10a)		Completed
2.31.4	Repair or correct cross slope of play area-accessible surface to max 2% (MP13, MP13a)		Completed
2.31.5	Relocate steering wheel to create 80” vertical clearance at play element (MP12)	1/24/21 DJO – Leaving as is. Area is meant for small children and is one of multiple amenities to play with.	Completed

Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.6	Lower platform on 2 to 5 transfer system to 11" to 18" aff, in the alternative, add and maintain surface fill level to achieve the same (MP14, MP13a)	Added and continually monitoring surface level.	Completed
Sand box/Play tables			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.7	<i>Install</i> raised sand table with knee clearance		
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.8	Relocate one garbage can to be along AR (MP7, MP9)	Note on Jan. 28 eval—?	Completed
2.31.9	Replace noncompliant drinking fountain with a compliant hi-lo bowl fountain (MP5)		Completed 2020
2.31.10	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (MP8)	Complete as of Jan. 2018 eval.	Completed
Other – Shelter			
Deficit #	Deficit Description	Notes	Operational Priority
2.31.11	Repair, bevel or ramp CIL at shelter entry (MP3, MP3a)		
2.31.12	Replace 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table	Complete as of Jan. 2018 eval.	Completed
2.31.13	Create accessible route with crushed and compacted stone or similar outdoor material from shelter to grill (MP4)		

Noel Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.32.1	<i>Install compliant detectable warning</i> at curb-ramps	1/24/21 DJO — None of the ramps onto roads are owned by us. They have multiple-jurisdictions including Devonshire homeowners, City, BankIllinois Trust, etc.	Completed. Not our jurisdiction.
2.32.2	<i>Create accessible route</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements (NP1)		Completed 2019
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.32.3	<i>Create accessible route</i> with crushed and compacted stone or similar outdoor material from parking or sidewalk to playground (NP1)	Addressed on new build????? If keeping old then recommend not to address.	Completed 2019
2.32.4	<i>Create</i> designated entry by removing 60" portion of play area boundary (smart-practice)	Addressed on new build?? If keep old recommend not to address.	Completed 2019
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.32.5	<i>Repair or correct running slope</i> of play area-accessible surface to max 5% (NP2, NP2a)		Completed and-ongoing
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.32.6	<i>Adjust reach range</i> for corkscrew climber and fire pole to 28" max if feasible (NP4, NP4a, NP6, NP6a)	Addressed on new build?? If keep old recommend not to address.	Completed 2019

Sand box/Play tables			
Deficit #	Deficit Description	Notes	Operational Priority
2.32.7	Install raised sand table with knee clearance	Addressed on new build?? If keep old recommend not to address. No table just sand area.	
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.32.8	Create accessible route with crushed and compacted stone or similar outdoor material from sidewalk to grill		
2.32.9	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to backstop player area and to other park elements		Completed 2019
2.32.10	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer player area and other park elements		Completed 2019
2.32.11	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR		Completed Spring 2019

Porter Family Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority

2.33.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (PF4, PF4a)		
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Exterior Accessible Route

Deficit #	Deficit Description	Notes	Operational Priority
2.33.2	Re-cut or re-pour curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as ramp and 36" deep and side flares with slope max 10%		
2.33.3	Install compliant detectable warning at curb ramps (PF1)		
2.33.4	Create 60" wide by 20' long access aisle adjacent to the passenger drop off area, marked with high quality yellow paint (PF2)		

Park Site

Deficit #	Deficit Description	Notes	Operational Priority
2.33.5	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (PF7, PF8)	Complete as of Jan. 2018 evaluation.	Completed

Powell Park

Exterior Accessible Route

Deficit #	Deficit Description	Notes	Operational Priority
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2.34.1	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements	Complete as of Jan. 2018 eval.	Completed
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Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
2.34.2	Create designated entry by removing 60" portion of play area boundary (smart-practice)	New playground	Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.34.3	Repair or correct running slope of play area accessible surface to max 5% (PP2, PP2a, PP3)	New playground	Completed
2.34.4	Repair or correct cross slope of play area accessible surface to max 2% (PP4, PP4a)	New playground	Completed
Transfer System			
Deficit #	Deficit Description	Notes	Operational Priority
2.34.5	Install transfer system on orange play structure with access to 50% of the EPC's, if feasible (PP5)	New playground	Completed
Elevated Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.34.6	Lower reach range to steering wheel to max 28" for an individual seated on the deck (PP6, PP6a)	New playground	Completed

2.34.7	Adjust height of platform decks to max 8" for access to EPC's, in the alternative, install compliant transfer steps (PP7, PP7a, PP8, PP8a)	New playground	Completed
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Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.34.8	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball player area and to other park elements (PP16)	Complete as of Jan. 2018 eval.	Completed
2.34.9	Relocate 20% of garbage cans to be along AR (PP17)	Complete as of Jan. 2018 eval.	Completed
2.34.10	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to drinking fountain (PP18)	Complete as of Jan. 2018 eval.	Completed
2.34.11	Relocate grill to be along AR (PP17)	Complete as of Jan. 2018 eval.	Completed
2.34.12	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (PP19)	Complete as of Jan. 2018 eval.	Completed
2.34.13	Replace 20% of picnic tables with ones with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (PP21)		Completed Spring-2019

Prairie Farm

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.35.1	Install compliant detectable warning at transitions from walkways to vehicular ways (PF8)		
2.35.2	Repair, bevel, or ramp CIL along AR (PF7, PF7a)	This is the area where the sidewalk transitions to fiber on north end to picnic tables.	Complete
2.35.3	Correct or repair sidewalk cross slope along AR to max 2% (PF5, PF5a)		
2.35.4	Correct or repair sidewalk running slope along AR to max 5% (PF4, PF4a, PF6, PF6a)		
2.35.5	Extend the AR to the play structure		
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.35.6	Replace door at main entry with door having 80" overhead clearance (PF16)		
2.35.7	Repair, bevel, or ramp CIL at 2 door entries to be max .25" (PF22, PF22a, PF25, PF25a, PF25b)		
2.35.8	Replace threshold at exterior doors with ADA compliant thresholds		
2.35.9	Fill and maintain gaps at doorways to max .5" (PF24, PF24a)		

Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.35.10	Widen doorways to 36" clear width for recessed doors (PF17, PF20)		
2.35.11	Replace doors with doors having 80" of overhead clearance (PF19)		
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.35.12	Remount toilet to 16" to 18" from sidewall to centerline (PF31, PF31a)		
2.35.13	Replace toilet seat, or re-set or replace toilet to 17" to 19" aff (PF32, PF32a)		
2.35.14	Replace and remount rear grab bar with a 36" long bar mounted to the correct placement behind the water closet, 12" to one side of center and 24" to the other and 33" to 36" aff (PF34, PF34a)		
2.35.15	Replace toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit (PF33)		
Other – Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.35.16	Extend AR to the play structure and add a ground level play component (FP9)	1/18/22 DJO – "Extend AR to the play structure..." is also in deficit 2.35.5.	
2.35.17	Replace 20% of the picnic table in the picnic area with accessible tables, and provide a firm and stable surface to place them on (FP12)		Completed 2019

Robeson Meadows West Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.36.1	Correct or repair sidewalk running slope along AR to max 5% (RM1, RM1a)	2/27/18 DJO – slope is between 6.9 and 7.5%. 12/30/20 DJO – This is the sidewalk running to the playground. Picture shows slope of 7.6% but there is no indication of how long the run is. In picture, the sidewalk rounds out into the fibar.	
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.36.2	Repair or correct running slope of play area accessible surface to max 5% (RM2, RM2a)		Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.36.3	Replace drinking fountain with a hi-lo bowl fountain, in the alternative, install a second high bowl fountain	1/7/21 DJO – We purchased fountain and stored in shop. This deficit as well as 1.36.1, 2.36.12.36.3 and 2.36.4 could all be addressed upon playground replacement with a simple redesign of the area. 2/27/19 DJO – Still single bowl, but pad is sloped between 6.8 and 7.0.	
2.36.4	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR	2/27/19 and 1/7/21 DJO – Two benches in park at playground. Neither has companion pad. This deficit as well as 1.36.1, 2.36.12.36.3 and 2.36 could all be addressed upon playground replacement with a simple redesign of the area.	

Robeson Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.1	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to picnic area	1/18/22 DJO — Was never able to determine where the picnic area was. Most likely, there were picnic tables moved together by visitors. Since there is no designated area, we are putting this to complete. In the future, designate a picnic area and make it accessible. Note on Jan. 2018 eval — Where is picnic area?	Complete
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.2	Correct or repair running slope of AR to max 5% (RP1, RP1a)	1/10/22 DJO — Replacement plan removes and fixes this problem. 1/20/21 DJO — So close to replacement, just fix at that time. Address upon replacement	Completed Summer 2022
2.37.3	Correct crawl panels to create 80" vertical clearance if feasible	This is not feasible as is.	Completed
<i>Transfer System</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.4	Replace transfer platforms on both play structures with ones that are 14" deep and 24" wide (RP2, RP2a, RP3)	1/20/21 DJO — So close to replacement, just fix at that time. Address upon replacement	Completed
<i>Elevated Play Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.5	Lower reach range to face panel to max 24" for an 2 to 5 year old individual seated on the deck (RP9, RP9a)	1/20/21 DJO — So close to replacement, just fix at that time. Address upon replacement	Complete

Ground Level Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.6	Lower one chin-up bar in 5 to 12 structure to be within reach range of 18" to 44" for 5 to 12 year old play component (RP13, RP13a, RP14, RP14a)	1/20/21 DJO — So close to replacement, just fix at that time. Address upon replacement	Completed
Sand box/Play tables			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.7	Install raised sand table with knee clearance	1/20/21 DJO — So close to replacement, just fix at that time. Address upon replacement.	Completed
2.37.8	Relocate one sand digger to be along AR (RP17)		Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.37.9	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to drinking fountain	Complete as of Jan. 2018 eval.	Completed
2.37.10	Relocate bike rack to be along AR	1/10/22 DJO — New playground design takes care of this issue. 11/01/22 — Bike rack removed and slab put in place to locate bikes. Note on Jan. 2018 eval. — Are bike racks by concessions ours?	Completed

Scott Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.38.1	Install compliant detectable warning at curb ramps (SP17)		This is the City's responsibility.

<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.38.2	Correct or repair running slope of designated entry to max 5% (SP6, SP6a)		Completed
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.38.3	Repair or correct cross slope of play area accessible surface to max 2% (SP7, SP7a)		Completed
2.38.4	Relocate play counter to create 80" vertical clearance	Not all need this type of clearance. Feature change not feasible.	Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.38.5	Construct firm, stable, and slip resistant pads at least 30" by 48" adjacent to grill (SP2)	Complete as of Jan. 2018 eval.	Completed
2.38.6	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (SP4)		Completed Spring-2019
<i>Other – Shelter</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.38.7	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table (SP1)		Completed Spring-2019

Sholem Family Aquatic Center

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.39.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (SA40, SA40a)		

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.39.2	Correct curb ramp slope to max 8.33% (SA49, SA49a)		
2.39.3	Replace or repair detectable warning at curb ramp and install at transitions from walkways to vehicular ways (SA51)		
2.39.4	Repair, bevel, or ramp CIL along AR (SA47, SA47a)	Complete as of Jan. 2018 evaluation.	Completed
2.39.5	Correct or fill 3" gap along AR (SA46, SA46a)	Complete as of Jan. 2018 evaluation.	Completed
2.39.6	Correct or repair sidewalk cross slope along AR to max 2% (SA44, SA44a, SA45, SA45a, SA48, SA48a)	Complete as of Jan. 2018 evaluation.	Completed

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.39.7	Lower urinal flush controls to max 44" aff (SA29, SA29a, SA30, SA30a)	Complete as of Jan. 2018 evaluation.	Completed

Kitchen – Concessions			
Deficit #	Deficit Description	Notes	Operational Priority
2.39.8	Replace 5% of the dining tables with ones having knee and toe clearance (SA36)	1/18/22 DJO – Picnic tables ordered to meet the compliance. Old tables to be removed as they are falling apart.	Completed 2022
2.39.9	Lower the height of a 36” wide segment of service counters to max 34” aff (SA34, SA34a, SA35, SA35a)	1/15/22 DJO – SA34 and SA34a are the main concessions counter on the east side of the building at 35.4” aff. 1/18/22 DJO - SA35 and SA35a is the concessions south customer window at 37” aff	
Locker Rooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.39.10	Designate 5% or no less than 1 locker as accessible, mounting signage having the symbol of accessibility and hooks and operating mechanisms max 48” aff as a smart practice		
2.39.11	Remove bench from the CFS at the newly designated lockers (SA2)		
2.39.12	Remount shower benches so that the front edge is within 3” of the opening (SA13, SA13a, SA13b, SA14, SA14a, SA14b)		
Other/Pool			
Deficit #	Deficit Description	Notes	Operational Priority
2.39.13	Correct or repair slopes along the pool deck to 2% max cross and 5% max running (SA54, SA54a, SA53, SA53a, SA57, SA57a)		
2.39.14	Install a handrail on one wall of the zero depth entry and extend for 24’ to 30’, with the top of the handrail between 34” and 38” aff (SA58)		

2.39.15	Install a second handrail not less than 33" or more than 38" away from the first wall handrail, 24' to 30' in length and the top being 34" to 38" aff		
2.39.16	Replace gate to the puddle with one having a latch in reach range and operable without a tight pinch or grasp (SA52)		

Spalding Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (SP25, SP25a)	Slope is currently 2.4 percent. maximum Leave as is. This is at skate park.	Completed
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.2	Re-cut or re-pour curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as ramp and 36" deep and side flares with slope max 10% (SP1, SP1a)	5/8/21 DJO – May be City's responsibility. This is ramp on road on sidewalk southeast of old tennis courts. Possibly change on new trail install. 2/8/2023 DJO – City improved to meet requirements. There is also another crossing further north that is even less sloped along an AR.	Completed
2.40.3	Install compliant detectable warning at curb ramp (SP2)	5/8/21 DJO – May be City's responsibility. This is ramp on road on sidewalk south of tennis courts. Possibly change on new trail install.	Completed
2.40.4	Correct or repair sidewalk cross slope along AR to max 2% (SP4, SP4a, SP3, SP3a)	5/8/21 DJO – This sidewalk has been completely removed. Possibly addressed in the new trail construction.	Complete
Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority

2.40.5	Create designated entry by removing 60" portion of play area boundary (smart practice)	8/16/21 DJO – Playground has been completely removed. Addressed upon replacement.	Complete
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Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.6	Repair or correct running slope of play area-accessible surface to max 5% (SP17, SP17a)		Completed
Ramps			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.7	Inspect ramp segments and adjust or raise segments to achieve ramp slope of max 8.33% (SP18, SP18a, SP19, SP19a)	Address upon 2020 replacement.	Complete due to removal
Elevated Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.8	Install compliant transfer point to access at least two more EPC's on elevated structure	Addressed upon replacement.	Complete due to removal
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.9	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball court player area and to other park elements (SP13)	DJO - Old Basketball courts removed 2018. New court. 11/10/21 DJO – Andrew says new sidewalk plan will address this. 2/8/2023 DJO – No sidewalk to new basketball court. Was not addressed in plan. Could put one to the city sidewalk which is the shortest route at about 40 feet (straight)	
2.40.10	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to tennis player area and spectator seating and other park elements (SP14)		Completed fall 2022
2.40.11	Relocate grill to be along AR (SP12)	2/8/2023 DJO – This grill removed from park. It was near the new basketball courts. Will not be replaced.	Complete
2.40.12	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball field player area and spectator seating and to other park elements (SP8, SP9)	Completed by Unit 4 on the new ballfield renovation	Completed

2.40.13	Relocate 20% of garbage cans to be along AR- (SP11)		Completed 2022
2.40.14	Replace drinking fountain with a compliant hi-lo bowl fountain (SP10, SP15)	Drinking fountain by skate park removed due to too much vandalism. Bowls on new locker room building meet standards.	Completed
2.40.15	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to drinking fountain (SP10, SP15)	5/23/21 DJO — Compliant fountains now on Unit 4 locker room/concession building.	Compliant
2.40.16	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (SP16)	2/8/2023 DJO — SP16 shows a bench on a pad east of the tennis courts. This was removed during tennis court renovation fall of 2022. May want to check how many benches comply to this standard now that the renovation is done. 2/8/2023 DJO — Three total benches in park. All three went in with new sidewalk. One across from swings. One at 3-5 play set, one across from exercise equipment. All three have companion seating. In addition, bleachers at ballfield are available and nine picnic tables available at shelter and tennis courts that meet companion seating requirements.	Completed
2.40.17	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR (SP12, SP15)		Completed Spring-2019
2.40.18	Install gate adjacent to turnstile to create a compliant 32" entry to skate park (SP7)	Complete as of Jan. 2018 eval.	Completed
2.40.19	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to emergency phone (SP6)	Complete as of Jan. 2018 eval.	Completed
Other/Shelter			
Deficit #	Deficit Description	Notes	Operational Priority
2.40.20	Create accessible route with crushed and compacted stone or similar outdoor material from shelter to grill (SP17)	2/8/2023 DJO – Grill did not get an accessible route on the renovation and no new grill was added. Still needs to be completed.	

Spalding Recreation Center (Demolished and USD 4 responsibility)

Parking

Deficit #	Deficit Description	Notes	Operational Priority
2.42.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (SR1, SR1a, SR2, SR2a, SR6, SR6a, SR7, SR7a, SR9, SR9a)	No longer applicable	Completed

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.42.2	Install compliant detectable warning at curb-ramps and transitions from walkways to vehicular ways (SR12)	No longer applicable	Completed

<i>Interior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.42.3	Replace door with one having 32" clear-width (SR23, SR23a)	No longer applicable	Completed
2.42.4	Replace drinking fountain with a hi-lo bowl fountain (SR29)	No longer applicable	Completed

<i>Public Designated Use Spaces</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.42.5	Relocate protruding objects in main room or place cane detectable warning at foot of water fountain (SR29, SR29a)	No longer applicable	Completed

Springer Cultural Center

<i>Parking</i>			
Deficit #	Deficit Description	Notes	Operational Priority

2.43.1	Repair or correct slope of parking space and access aisle to max 2% in any direction (SC1, SC1a)	1/13/22 DJO – SC1 and SC1a refers to the ADA parking spot on the west side of the building next to the entrance steps and near the steps down to the basement and shows a cross slope of 4.2%. This slope is there for proper drainage in that area.	
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Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.43.2	Replace handrails with ones that are rounded and/or extend to the ground, with handrail extensions and mounted 34" to 38" aff		
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.43.3	Technically infeasible to create area of refuge, leave as is and in the alternative, acquire emergency evacuation sleds		
2.43.4	Repair, bevel, or ramp CIL at 5 door entries to be max .25" (SC6, SC6a, SC92, SC92a)		
2.43.5	Replace threshold at exterior doors with compliant ones (SC16)		
Elevator or Lift			
Deficit #	Deficit Description	Notes	Operational Priority
2.43.6	Program elevator car audible signals to chime once for up and twice for down, or replace audible chimes with verbal enunciators	Dan Note – New elevator in winter 2019. Re-evaluate after.	Completed

2.43.7	Install handrails on the side walls of the elevator, 33" to 36" aff (SC78, SC78a)	Dan Note – New elevator in winter 2019. Re-evaluate after.	Completed
2.43.8	Adjust re-entry timing so door stays open for min 20 seconds	Dan Note – New elevator in winter 2019. Re-evaluate after.	Completed

Springer Cultural Center – Main Floor

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.44.1	Correct or repair slope at doorway to max 2% in any direction for level CFS (SC12, SC12a, SC14, SC14a)		
2.44.2	Replace doors ones having 32" clear width where indicated (SC7, SC7a, SC19, SC19a, SC21, SC21a, SC22)		
2.44.3	Replace doors ones having 36" clear width for a recessed door where indicated (SC8, SC8a, SC22a)		
2.44.4	Repair, bevel, or ramp CIL's at 3 door entries to max .25" (SC11, SC23, SC23a, SC24)		
2.44.5	Widen AR to 36" wide through office hallway (SC66, SC66a)		
2.44.6	Lower operating mechanisms along the interior AR to max 48" aff to the highest operable part (SC67, SC67a)	Light switch	
2.44.7	Replace drinking fountain with a hi-lo bowl fountain (SC68)	Complete as of Jan. 2018 eval.	Completed
2.44.8	Create compliant area of refuge (AOR) at emergency exits to stairs, if technically infeasible, leave as is and acquire emergency evacuation sleds	Acquire sleds	
2.44.9	Install compliant handrails on both sides of stairway, mounted 34" to 38" aff with top and bottom extensions (SC84, SC85)		

Service Counter			
Deficit #	Deficit Description	Notes	Operational Priority
2.44.10	Lower 36" wide segment of service counter to max 34" aff (SC65, SC65a)	Complete as of Jan. 2018 eval.	Completed
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.44.11	Relocate protruding objects in 202/203 aerobic room and room 204 or place cane detectable warning at foot of hanger bar and handrails (SC27, SC27a, SC33, SC33a)		
2.44.12	Correct slope of AR to prop closet to max 5%		
2.44.13	Lower operating mechanisms in rooms 202, 203 and prop closet to max 48" aff to the highest operable part (SC30, SC30a)	Thermostat	
Kitchen			
Deficit #	Deficit Description	Notes	Operational Priority
2.44.14	Remove or relocate island to provide 60" maneuvering clearance through kitchen (SC46, SC46a)		
2.44.15	Remove under sink cabinet and lower sink to max 34" aff (SC47, SC47a)		
Locker Room			
Deficit #	Deficit Description	Notes	Operational Priority
2.44.16	Designate 5% or no less than 1 locker as accessible with signs with access symbol, and hooks and operating mechanisms max 48" aff as a smart practice (SC72, SC72a)		

2.44.17	Replace bench in dressing area with one with seat 24" deep, 48" long, affixed to wall or having a back and mounted 17" to 19" aff (SC73, SC74)		
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Springer Cultural Center – Lower Level

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.45.1	Widen entries to 36” clear width for recessed doorways (SC94, SC135, SC100)		
2.45.2	Correct or repair slope at doorway to max 2% in any direction for level CFS		
2.45.3	Replace doors ones having 32” clear width where indicated (SC86, SC86a, SC88, SC88a, SC97, SC97a)		
2.45.4	Repair, bevel, or ramp CIL’s at 1 door entry to max .25” (SC99)		
2.45.5	Replace drinking fountain with a hi-lo bowl fountain (SC181, SC178)	Note on Jan. 2018 eval – SC181 highlighted green – Removed.	
2.45.6	Create AOR if technically feasible, in the alternative, acquire emergency evacuation sleds	Note 4/23/20 DJO – AOR infeasible.	
<i>Public Designated Use Spaces</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.45.7	Correct slope of floor in room 110 to max 5% (SC126, SC126a, SC127, SC127a)		
2.45.8	Lower operating mechanisms in indicated rooms to max 48” aff to highest operable part (SC105, SC105a, SC134, SC134a, SC137, SC137a)	Phone in 107; phone in 106	
2.45.9	Remove base cabinets to provide knee clearance and lower sink height to max 34” aff in rooms indicated (SC106, SC106a, SC131, SC131a, SC142, SC149, SC153, SC153a)		

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.45.10	Lower urinal to max 17" aff to rim and widen partition to provide 30" wide CFS (SC168, SC168a, SC168b)	PO: 61867 02/02/2015; \$940 Clark Plumbing	Completed February 2015
2.45.11	Widen stall door in women's to 32" when opened to 90 degrees (SC164, SC164a)	PO: 61869 03/18/2015; \$4,045.52 Taylor'd Restorations	Completed March 2015

Stratton Gymnasium (Letter sent to USD 4 stating it is their responsibility)

Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.46.1	Replace drinking fountain with a hi-lo bowl fountain, having knee and toe clearances (SG15, SG15a)	Not Applicable	Completed
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.46.2	Lower sinks to max 34" aff to front of rim (SG13, SG12a)	Not applicable	Completed

Tennis Center

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.1	Create one or more 8' accessible parking stalls, with one 8' adjacent access aisle, with proper signage and striping	Complete as of Jan. 2018 evaluation.	Completed
2.48.2	Repair or correct slope of parking space and access aisle to max 2% in any direction (TC1, TC1a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.3	Install compliant detectable warning at transitions from walkways to vehicular ways	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.4	Correct or repair sidewalk running slope along AR to max 5% (TC3, TC3a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.5	Repair or bevel CIL at main door entry to be max .25" (TC4, TC4a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.6	Provide a ramp for exit from court 3 to the parking for emergency egress (TC12, TC12a, TC13, TC13a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.7	Correct door at exit 3 to provide max 8.5 lbf to open	During staff interviews, it was indicated that they completed most if not all doors in 2013, 14, 15. This will need periodic checking due to wear on openers, weather, etc.	Complete

Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.8	Replace door with one having 36" clear width due to door being recessed		
2.48.9	Replace janitorial double door with ones having 32" clear width (TC9, TC9a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.10	Replace drinking fountain with a hi-lo bowl fountain (TC46)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
Public Designated Use Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.11	Correct slope of CFS at cabinets in break area to max 2% in any direction (TC26, TC26a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.12	Remove base cabinets at sink in break area to provide knee clearance and replace sink hardware with lever hardware (TC22, TC23)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch. Note in Jan. 2018 eval – Lever hardware is completed	
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.13	Widen stalls to 66" clear width to provide toe clearance for the turn (TC43)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.14	Lower urinal flush so that the height is max 44" aff (TC37, TC37a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.15	Replace toilet tank with one having flush mechanism on the open side, in the alternative, install an auto flush unit in women's restroom (TC44)	Complete as of Jan. 2018 eval.	Completed
2.48.16	Correct CIL at drain near showers in women's restroom (TC56, TC56a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	

Locker Rooms			
Deficit #	Deficit Description	Notes	Operational Priority
2.48.17	Designate 5% or no less than 1 locker as accessible, mounting signage having the symbol of accessibility and hooks and operating mechanisms max 48" aff as a smart practice (TC50)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.18	Replace bench in dressing area with one with seat 24" deep, 48" long, affixed to the wall or having a back and mounted 17" to 19" aff (TC52, TC54, TC54a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	
2.48.19	Relocate shower controls to be max 27" from the seat wall (TC57, TC57a)	1/27/21 DJO – Was never able to locate original pictures. Need to check from scratch.	

Toalson Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.1	Replace current detectable warning with compliant one with truncated domes with correct height and spacing, and red in color (IDOT) and integrated into the surface (TP1)	1/24/21 DJO – Ramps here are technically the jurisdiction and build of the city or subdivision.	Completed due to not our jurisdiction.
2.49.2	Correct or repair sidewalk cross slope along AR to max 2% (TP3, TP3a)		
Playground Designated Entry			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.3	Provide entry by designating a 60" wide area of the playground border as a smart practice (TP7, TP7a)		

Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.4	Repair or correct running slope of play area accessible surface to max 5% (TP8, TP8a)		Completed
2.49.5	Repair or correct cross slope of play area accessible surface to max 2% (TP9, TP9a)		Completed
2.49.6	Relocate play table to be along AR with overhead clearances (TP10)	1/11/22 DJO — This play table is specifically built into the playground set to be there. Changing this would change the playset to an unknown safety issue. Other tables are available nearby with correct head clearance. Leaving as is.	Complete
Elevated Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.7	Adjust height of platform decks to max 8" for access to EPC's, in the alternative, install compliant transfer steps (TP12, TP12a, TP12b)		
Ground Level Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.8	Add one more type of GLPC's such as climbers or spinners, to meet incentive scoping for 5 to 12 play area	12/30/20 DJO – Address upon playground replacement. Other Opportunities exist in district.	
Sand box/Play tables			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.9	Relocate play table to be along AR with knee and overhead clearances (TP10)	Also mentioned in deficit in 2.49.6 which is written, "1/11/22 DJO — This play table is specifically built into the playground set to be there. Changing this would change the playset to an unknown safety issue. Other tables are available nearby with correct head clearance. Leaving as is. 12/30/20 DJO — Address upon playground replacement. Other Opportunities exist in district.	Complete

Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.49.10	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (TP16)	Complete on Jan. 2018 evaluation.	Complete

Turnberry Ridge Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.50.1	Correct or fill 1" gap along AR (TRP5, TRP5a)	4/1/19 DJO — Sidewalks not our jurisdiction in this area.	City or subdivision jurisdiction. — Completed
Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.50.2	Repair or correct running slope of play area accessible surface to max 5% (TRP6, TRP6a)		Completed
2.50.3	Repair or correct cross slope of play area accessible surface to max 2% (TRP8, TRP8a)		Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.50.4	Replace drinking fountain with a compliant hi-lo bowl fountain (TRP3)	4/1/19 DJO — Bottom of bowl 26.5", top of bowl 34", arm length 20".	Completed 2020
2.50.5	Relocate 20% of garbage cans to be along AR	Complete as of Jan. 2018 eval.	Completed

2.50.6	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (TRP2)	4/1/19 DJO – Two benches in park. Both mounted on concrete, but no companion. Could fix spots at shelter too.	
2.50.7	Repair, bevel or ramp CIL at shelter entry (TRP6, TRP6a)	4/1/19 DJO – Jack or replace 5 sections. Could do bench companion seating at same time.	
2.50.8	Create accessible route with crushed and compacted stone or similar outdoor material from shelter to grill (TRP17)	4/1/19 DJO – Ten foot long path needed and wrap around base of grill.	

Virginia Theatre

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.51.1	Replace threshold at exterior doors with compliant thresholds (VT9, VT9a)		
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Operational Priority
2.51.2	Replace doors ones having 32" clear width where indicated (VT1, VT1a, VT3, VT6, VT7, VT11, VT11a)	1/29/21 VT ADA Committee – Leave as is in all cases. Both doors open to appropriate width. Multiple other entrances exist with single door and appropriate width.	Complete
2.51.3	Install compliant handrails on both sides of stairways indicated, mounted 34" to 38" aff with top and bottom extensions (VT35, VT37, VT41, VT41a, VT47, VT44)	1/29/21 VT ADA Committee – Leave as is. Major construction and historical value would have to be changed at considerable cost. Consult historical architect	Complete
Kitchen/Concessions			
Deficit #	Deficit Description	Notes	Operational Priority
2.51.4	Replace menu with one with pictures as a smart practice, and lettering of compliant size based on viewing distance (VT39, VT39a)		Complete

Washington Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.52.1	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements		
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.52.2	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball court player area and to other park elements (WA3)	Address upon court replacement in the Capital Improvement Plan.	
2.52.3	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to volleyball court player area and to other park elements (WA1, WA2)		
2.52.4	Replace one picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR		Completed Spring-2019

Wesley Park (Board directive to hold until Boneyard improvements complete)

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.53.1	Create accessible route with crushed and compacted stone or similar outdoor material from parking or sidewalk to all park elements		
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.53.2	Create designated entry by removing 60" portion of play area boundary (smart practice)		
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.53.3	Repair or correct running slope of play area accessible surface to max 5% (WP2, WP2a)		Completed
2.53.4	Repair or correct cross slope of play area accessible surface to max 2% (WP3, WP3a)		Completed
<i>Park Site</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.53.5	Relocate grill to be along AR (WP14)		
2.53.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to basketball court player area and to other park elements (WP15)		
2.53.7	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR		

2.53.8	Replace one picnic table with one with knee- and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR		Completed
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West Side Park

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.54.1	Correct or repair sidewalk running slope along AR to max 5% (WS1, WS1a) band shell entry	1/27/19 DJO – From upper flat landing 9.4% slope. South 9.9% over 20 feet. North 5.7% slope over 29 feet.	
2.54.2	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to statue area and separate swings	1/27/19 DJO – Swings mentioned are those separated from the playground. Several sidewalk panels in that area are broken and sunk. If replaced, could cut the wooden 6X6 border on the playground and make swing area accessible. New swings in the playground area meet ADA so could ignore this request.	
<i>Playground Designated Entry</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.54.3	Widen the designated entry to 60" width (smart practice)	1/27/19 DJO – This is the custom made iron fence around the playground. It is currently at 56" wide. Going to leave as is. If needed, double access gate could be opened. Leaving as is.	Leaving as is. Completed.
<i>Playground Surface/Accessible Route within</i>			
Deficit #	Deficit Description	Notes	Operational Priority
2.54.4	Repair or correct running slope of play area-accessible surface to max 5% (WS2, WS2a, WS3, WS3a, WS4, WS4a)		Completed

Ramps			
Deficit #	Deficit Description	Notes	Operational Priority
2.54.5	Widen handrail clearance to min 36" (WS7, WS7a)	1/24/21 DJO – On old playground. Addressed on the new playground.	Completed
2.54.6	Ramps should have a level landing at the entrance and end of all ramp runs, correct slope of landing to max 2% in any direction	1/24/21 DJO – On old playground. Addressed on the new playground.	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.54.7	Replace 20% of the picnic tables with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around the table and locate along AR; in the alternative, leave as is and designate picnic areas at other sites in the district as accessible		Completed Spring 2019

Wisegarver Park

Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.55.1	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to park elements	12/22/20 – Ball field removed. Soccer field being built by Unit 4. None of our elements remain.	Completed
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.55.2	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to soccer field player-area and to other park elements	See 2.55.1 above.	Completed

2.55.3	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to ball field player area and to spectator seating and to other park elements (WG1, WG2, WG4)	Ball field removed. No longer an issue.	Completed
2.55.4	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to memorial rock (WG3)	Rock has not been in place since at least 2019. Not sure where it went.	Completed
2.55.5	Construct firm, stable, and slip resistant pads at least 36" by 48" adjacent to 20% of benches, and locate along an AR (WG3)		Completed
2.55.6	Acquire and install at least one armrest to 20% of existing benches as a smart practice (WG3)		Completed
2.55.7	Replace picnic table with one with knee and toe clearance, 19" deep at 27" high and 24" deep at 9" high, with a 36" AR around table and locate along AR		Completed Spring-2019

Zahnd Park

Parking			
Deficit #	Deficit Description	Notes	Operational Priority
2.56.1	Repair or correct surface to maintain parking accessibility (ZP1, ZP1a)	DJO note 2/18/19 two large cracks need filled. In concrete. See if it can be addressed with the concrete crew working on the project.	
Exterior Accessible Route			
Deficit #	Deficit Description	Notes	Operational Priority
2.56.2	Re-cut or re-pour curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as ramp and 36" deep and side flares with slope max 10% (ZP4, Z4a)	Note 4/24/20 DJO — Not addressed in the 2019 sidewalk improvements but there are now alternative ramps to use elsewhere.	Completed
2.56.3	Install compliant detectable warning at curb ramps and transitions from walkways to vehicular ways (ZP4a)	4/24/20 DJO – Not addressed in 2019 sidewalk plan. 2/18/19 DJO – Although not addressing slope, DJO has proposed to Andrew to have detectable warnings installed as a change order to the sidewalk plan about to be underway. 2/8/2023 DJO – ZP4a is the big slope area between the parking lot and the restroom building where the donation bricks are placed. Slope appears to be 10.6 percent.	
2.56.4	Correct or repair sidewalk running slope along AR to max 5% (ZP9, ZP9a, ZP10, ZP10a, ZP11, ZP11a)	4/24/20 DJO – ZP9 and ZP9a not addressed in 2019 sidewalk plan. ZP10, ZP10a, ZP11, ZP11a were completed in 2019 sidewalk project. 2/18/19 DJO – ZP10, 10a, 11 and 11a are addressed with new sidewalk plan. However, ZP9 and ZP9a have been requested to Andrew as a change order to the sidewalk project.	
2.56.5	Correct or repair sidewalk cross slope along AR to max 2% (ZP7, ZP7a)	2/18/19 DJO — ZP7 and ZP7a are addressed in new sidewalk plan. 4/24/20 DJO — Alternate route created on 2019 sidewalk plan. Old area remains.	Completed
2.56.6	Create AR with crushed and compacted stone or similar outdoor material from parking or sidewalk to football	2/18/19 DJO — This is addressed in the new sidewalk plan.	Completed
2.56.7	Create 60" wide by 20' long access aisle adjacent to the passenger drop off area, marked with high quality yellow paint	This is duplicated below. keeping the one below (DJO)	Completed
2.56.8	Create 60" wide by 20' long access aisle adjacent to the passenger drop off area, marked with high quality yellow paint (ZP8)	DJO to check into this as an actual compliance. Not sure.	

2.56.9	Repair, bevel, or ramp CIL along AR (ZP5, ZP5a)		
2.56.10	Correct or fill 1.5" gap along AR (ZP6, ZP6a)	DJO 2/18/19 – Addressed in new sidewalk plan. Note 4/24/20 DJO – Removed and re-poured in 2019 sidewalk plan	Completed

Playground Surface/Accessible Route within			
Deficit #	Deficit Description	Notes	Operational Priority
2.56.11	Repair or correct running slope of play area accessible surface to max 5% (ZP33, ZP33a)		Completed
2.56.12	Repair or correct cross slope of play area accessible surface to max 2% (ZP34, ZP34a)		Completed
2.56.13	Repair, bevel or ramp CIL at playground entry/border (ZP35)		Completed
Ground Level Play Components			
Deficit #	Deficit Description	Notes	Operational Priority
2.56.14	Lower one chin up bar to within reach range of 18" to 44" for 5 to 12 year old play component (ZP40, ZP40a, ZP40b)		Completed
2.56.15	Add one more types of GLPC's such as spinners or rockers, to meet incentive scoping	To be addressed at playground replacement.	
Park Site			
Deficit #	Deficit Description	Notes	Operational Priority
2.56.16	Correct or repair sidewalk running slope along AR to Pony League Field to max 5% (ZP44, ZP45)	DJO 2/18/19 – Addressed in the 2019 sidewalk plan.	Completed
Other – Shelter			
Deficit #	Deficit Description	Notes	Operational Priority
2.56.17	Relocate grill to be along AR (ZP48)	DJO 2/18/19 – Address after sidewalk construction is complete. DJO 2/8/23 – Address upon playground replacement.	
2.56.18	Replace threshold at exterior doors with ADA compliant thresholds (ZP14)	DJO 2/8/23 – ZP14 has nothing to do with the shelter. It is showing a door threshold that has an interior concrete floor. Unknown which door at concession/restroom building.	

2.56.19	Repair, bevel, or ramp CIL at 2 door entries to be max .25" (ZP12, ZP12a, ZP13, ZP13a)	DJO 2/8/23 - ZP12, 12a ZP13 and 13a show two other door entries that are a full inch and a half to the top of the threshold. The slabs were jacked 6 to 7 years ago, but have fallen again since that time. Will leave on as a deficit for now.	
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Champaign Park District

ADA Transition Plan

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Phase 3 of 3

Barkstall Gymnasium (Letter sent to USD 4 stating their responsibility)

<i>Restrooms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.1.1	Create a compliant ambulatory accessible stall with grab bars and fixtures mounted in correct locations and at correct heights	No longer applicable.	Completed

Bresnan Meeting Center

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.3.1	Correct riser heights on stairs to consistent height 4" to 7" (BM76, BM76a)		
<i>Public Designated Use Spaces</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.3.2	Remove base cabinets to provide knee-clearance and lower sink height to max 34" aff (BM58, BM58a)	PO: 618874 03/03/2015 Taylor'd Restorations *First floor	Completed March-2015
<i>Restrooms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.3.3	Create compliant wheelchair accessible stall with grab bars and fixtures mounted correctly (ambulatory stalls are too wide, use these stalls to accomplish 1.11.2 (BM66, BM66a, BM67, BM67a)	PO: 61872 03/12/2015; \$2,100 Security Door & Hardware *Toilet Partitions — upstairs & downstairs	Completed March-2015

3.3.4	Reconfigure stalls to enter from a different way to provide 42" maneuvering clearance from the door to any obstruction (BM68, BM68a, BM69)	PO: 61872 03/12/2015; \$2,100 Security Door & Hardware *Toilet Partitions — upstairs & downstairs	Completed March-2015
Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.3.5	Upon renovation install audible and visual alarms in all rooms and spaces		

Bresnan Operations

Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.4.1	Upon renovation install audible and visual alarms in all rooms and spaces	Note on Jan. 2018 eval — One for bay 4,5. One for bay 1,2. One for restroom by bay one. One men. One women. One Projects Room. One reception office areas. Note from Dan — believe this is list of existing.	Completed

Douglass Annex

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
3.11.1	Consider creating two unisex single user restrooms to provide adequate turning space and compliant wheelchair accessible stall	PO: 61720 12/10/2014; \$2,185 Clark Plumbing	Completed December 2014

Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Priority
3.11.2	Upon renovation install audible and visual alarms in all rooms and spaces	1/12/22 DJO – Current inventory of the audible and visual alarms shows only two a/v's: <ul style="list-style-type: none"> • One in the multipurpose room near the back door, • One near the front door on the north wall. Upon renovation, I suggest at minimum alarms in both restrooms, lounge room, computer room and main office if not more.	

Douglass Community Center

Exterior Entry Doors			
Deficit #	Deficit Description	Notes	Priority
3.12.1	Install a power door opener that opens both sets of doors simultaneously, keeping them open to allow patrons entry, in the alternative, relocate second set of doors at least 80" from the first set (DC1, DC9)		
Interior Accessible Route and Doors			
Deficit #	Deficit Description	Notes	Priority
3.12.2	Create one more accessible entry to meet the 60% standard		
3.12.3	Provide vertical access to all areas of the community center by installing a lift or elevator, if technically infeasible leave as is		
3.12.4	Correct riser heights on stairs so they are a consistent height between 4" to 7" (DC77, DC77a, DC78, DC78a)		

Public Designated Use Spaces

Deficit #	Deficit Description	Notes	Operational Priority
3.12.5	Acquire or construct portable ramp for stage access, or portable lift		
Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
3.12.6	Reconfigure restroom stalls to create one wheelchair accessible stall in each restroom of correct size, with grab bars and fixtures in the correct placement, having a stall door that is self-closing (DC64, DC64a, DC65, DC65a)	PO: 61861 03/16/2015; \$4,998 Taylor'd Restorations Upstairs bathrooms	Completed March-2015
3.12.7	Reconfigure restroom stalls to create one wheelchair accessible stall in each restroom of correct size, with grab bars and fixtures in the correct placement, having a stall door that is self-closing (DC66, DC67, DC67a)	PO: 61861 03/16/2015; \$4,998 Taylor'd Restorations Upstairs bathrooms	Completed March-2015
Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.12.8	Upon renovation install audible and visual alarms in all rooms and spaces	Note from Jan. 2018 eval. – Lobby one. Gym two. Classroom one. Restroom by lobby men one, women one. Dan note – believe these are existing audible and visual.	

Douglass Library

Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.13.1	Upon renovation install audible and visual alarms in all rooms and spaces	1/13/22 DJO – Still needs to be completed as of this date.	

Hays Recreation Center

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
3.19.1	Raise archway between rooms to min. 80" for overhead clearance (HRC67,HRC67a) restrooms	7/15/21 Hays ADA Committee — Leave as is since it is with ¾ of an inch of compliance.	Complete
3.19.2	Create compliant wheelchair accessible stall with grab bars and fixtures mounted correctly; men's and women's	Complete as of Jan. 2018 eval.	Complete
Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.19.3	Install audible and visual alarms in rooms and spaces where alarms have been installed since 1992	7/15/21 Hays ADA Committee — Agreed we need to do a room inventory and see what we have. Dan completed an inventory and sent it to Joe Kearfott for his opinion. He checked on some items and found we were in compliance as of 8/11/21.	Complete

Kaufman Lake Boathouse

Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.24.1	Upon renovation install audible and visual alarms in all rooms and spaces	Note 4/23/20 DJO – Complete renovation of the Boat House is on the Capital Improvement Plan. Wait until that time.	

CUSR Center (Old Leonhard/Bicentennial Center)

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.26.1	Correct riser heights on stairs so they are a consistent height between 4" to 7" (L56, L57)	Removed	Complete
<i>Aural and Visual Alarms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.26.2	Upon renovation install audible and visual alarms in all rooms and spaces	12/30/20 DJO – Addressed in 2020 renovation plans to meet standards.	Completed

Morrissey Park

<i>Ground Level Components</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.30.1	Add one more type of GLPC's such as climbers, spinners or rockers, to meet incentive scoping	Address upon replacement.	Completed

Prairie Farm

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
3.35.1	Redesign restroom to provide required 60" by 60" turning space (PF37)	2/8/2023 DJO – As an alternative, we supply an ADA port-a-potty during the open season.	
Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.35.2	Upon renovation install audible and visual alarms in all rooms and spaces		

Sholem Family Aquatic Center

Restrooms			
Deficit #	Deficit Description	Notes	Operational Priority
3.39.1	Create a compliant ambulatory accessible stall with grab bars and fixtures mounted in correct locations and at correct heights in men's restroom		
Locker Rooms			
Deficit #	Deficit Description	Notes	Operational Priority
3.39.2	Enlarge one dressing stall in each locker room to 60" by 60" and replace bench in dressing stall with one having a seat depth of 24", 48" long, affixed to the wall or having a back and mounted 17" to 19" aff (SA18, SA6, SA16)		

Spalding Recreation Center (No longer applicable. Demolished. Unit 4 responsibility)

<i>Restrooms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.42.1	Reconfigure restrooms to create compliant wheelchair accessible stall with grab bars and fixtures correctly mounted (SR44, SR44a, SR43, SR43a, SR45, SR45a); in the alternative , create a single user restroom	No longer applicable. Demolished. Unit 4 responsibility.	Completed
<i>Aural and Visual Alarms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.42.2	Upon renovation install audible and visual alarms in all rooms and spaces	No longer applicable. Demolished. Unit 4 responsibility.	Completed.

Springer Cultural Center

<i>Exterior Accessible Route</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.43.1	Extend the ramp to add a landing at the 30' mark and correct slope to max 8.33% (SC75, SC75a, SC76, SC76a)	1/13/22 DJO – SC75 and SC75a are showing the front entry ramp appears to be a foot or two too long for the 30' mark for a landing as measured starting at the bottom. 1/13/22 DJO – SC76 and SC76a are showing the maximum slope on the front ramp is 9.1%. Both of these deficits combined will be a major engineering and construction	
<i>Elevator or Lift</i>			
Deficit #	Deficit Description	Notes	Operational Priority

3.43.2	<i>Replace</i> emergency communication system with one operable without voice communication and replace door hardware with hardware operable without a tight pinch or grasp (SC79, SC80, SC80a)		Complete
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Springer Cultural Center – Main Floor

<i>Kitchen</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.44.1	Replace emergency communication system with one operable without voice communication and replace door hardware with hardware operable without a tight pinch or grasp (SC79, SC80, SC80a)	1/13/22 DJO – SC79, SC80 and SC81 show phone communication system in elevator and sigh explaining how to operate. System removed with new elevator renovation two years ago.	Complete
<i>Aural and Visual Alarms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.44.2	Upon renovation <i>install audible and visual</i> alarms in all rooms and spaces		

Springer Cultural Center – Lower Level

<i>Restrooms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.45.1	Create compliant wheelchair accessible stall with grab bars and fixtures mounted correctly	PO: 61866, 06/01/2015; \$3,800, Security Door & Hardware, *Toilet partitions. PO: 61867, 02/02/2015; \$940, Clark Plumbing, PO: 61869, 03/15/2015; \$4,045.52, Taylor'd Restorations. PO: 62684, 03/03/2015; \$2,448.45. PO: 62683, 03/03/2015; \$1,000	Completed March-2015
<i>Aural and Visual Alarms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.45.2	Upon renovation <i>install audible and visual</i> alarms in all rooms and spaces		

Tennis Center

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.48.1	Create compliant ramp entry to tennis courts, max 8.33% slope with required handrails		
<i>Aural and Visual Alarms</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.48.2	Upon renovation install audible and visual alarms in all rooms and spaces		

Virginia Theatre

<i>Interior Accessible Route and Doors</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.51.1	Provide level seating area for wheelchair patrons in seating area	-Main 2, 3, 4: Take out back two rows in each section – 20 seats -5% of aisle seats need to be accessible with arm adjustable arm rests. Dan note – Isn't this completed? There is only a questions mark on the Jan. 2018 evaluation.	Completed
3.51.2	Correct riser heights on stairs indicated so they are a consistent height between 4" to 7" (VT35, VT35a, VT43, VT46)	1/29/21 VT ADA Committee – for basement steps to concession, leave as is. Technically infeasible to change. Not a public space. For steps to dressing room, leave as is. Elevator is an alternative. Most likely not feasible due to area to work in. Would need engineering to know.	Complete
<i>Public Designated Use Spaces</i>			
Deficit #	Deficit Description	Notes	Operational Priority
3.51.3	Repair or bevel multiple CIL in the sound-booth area (VT22)	Note on Jan. 2018 eval –?	Completed
<i>Public Designated Use Spaces</i>			

Deficit #	Deficit Description	Notes	Operational Priority
3.51.4	Provide ramp access to the stage, back stage area and sound areas, with a temporary ramp, stored until needed (VT21, VT21a)	Note on Jan. 2018 eval – ? Lift was installed.	Completed
Employee Offices and Spaces			
Deficit #	Deficit Description	Notes	Operational Priority
3.51.5	Widen passageway through office to min 32" clear width (VT28, VT28a)	12/20/19 DJO – VT28 and VT28a are the small “hall” area to the box office where you turn from the conference room. It is currently at a 29.5 inch clearance. 1/29/21 VT ADA Committee – Leave as is. There is historic value and is not a public space or entry. Staff can be trained to help is needed. It would be major reconstruction if even feasible.	Complete
Aural and Visual Alarms			
Deficit #	Deficit Description	Notes	Operational Priority
3.51.6	Upon renovation install audible and visual alarms in all rooms and spaces		Completed in one of the renovation



REPORT TO BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 3rd, 2023

SUBJECT: Approval of Updates to Board Meeting Format

Background

On March 11, 2020, the World Health Organization defined the COVID-19 outbreak as a pandemic. In response to the pandemic, Governor Pritzker issued Executive Order 2020-07. During the duration of the Gubernatorial Disaster Proclamation, the provisions of the Open Meetings Act, 5 ILCS 120, requiring or relating to in-person attendance by members of a public body were suspended and the limitations of the Open Meetings Act as to when members of a public body may participate in meetings of the public body remotely were revised.

The Governor employed authorities granted by Section 7 of the Illinois Emergency Management Agency Act to issue Executive Order 2020-07 to encourage public bodies to postpone consideration of public business when possible, and provide, video, audio and/or telephonic access to meetings to ensure members of the public had the ability to monitor the meetings, and to update the public bodies' web sites and social media feeds to keep the public fully apprised of modifications to their meeting schedules or the format of meetings..

The Illinois State Senate Bill 2135 amended the Open Meetings Act pursuant to Governor Pritzker's Executive Orders. The bill was enacted as the Government Emergency Administration Act (PA 101-0640) "to provide government with the tools that it needs to continue to serve the People of the State of Illinois and to better respond to the statewide public health emergency caused by the outbreak of COVID-19."

Subsequently, the Park Board approved a resolution at its July 14, 2020, Regular Board Meeting to accept the provisions of Public Act 101-0640 to permit meetings without the presence of a physical quorum, when specific conditions are met.

Governor Pritzker's disaster declaration remained in effect until May 11, 2023, at which point the temporary rule suspensions to the Open Meetings Act were lifted. Nearly three (3) years had passed, and some residents grew accustomed to video conference access to Board meetings held by governing bodies within Illinois. The Illinois Open Meetings Act does not require livestream, broadcast, recording, or posting of Board meeting video. It requires audio recording of executive sessions, which the Board can choose to destroy after it has approved the minutes of those meetings, eighteen (18) months' time has passed, and the Board approves of the audio file's destruction. However, recent advances in technology have significantly increased accessibility and transparency through video conferencing and after the long duration of the pandemic, the public is more likely to anticipate this as an option for Board meetings.

Research & Cost Estimates

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.

After previous Board discussions, staff were requested to provide more information regarding other local government's use of technology for Board meetings (chart 1) and cost estimates (chart 2) to offer audio/video conferencing services for the Park Board meetings.

Government	Live Stream	Recorded
Urbana Park District	N/A	Recorded and broadcast via UPTV Channel 6 and uploaded to UPTV 6 YouTube
Champaign County Forest Preserve District	N/A	Uploaded to YouTube during pandemic
City of Champaign	Yes	CGTV channel 5 website
City of Urbana	Yes	Recorded and shared via UPTV Channel 6 and saved on UPTV 6 YouTube
CUMTD	Yes	Uploaded to CUMTD website
Urbana-Champaign Sanitary District	Yes, by request	N/A
Champaign County Board	Yes	Livestreamed and saved on County YouTube channel
Unit 4 School District	Yes	Uploaded to Unit 4 website
Unit 116 School District	Yes	Uploaded to Unit 116 YouTube

Chart 1. Research Data

Recent System

During the disaster declaration, the Park Board utilized seven (7) Chromebook video cameras, one (1) additional camera, two (2) microphones, and a Zoom platform to livestream its meetings.

This system was effective at achieving a stop gap solution during the pandemic; however, a number of improvements could be considered. Chromebooks offer an affordable personal camera option, but their lifecycle is significantly shorter than other computers. The current options have reached their useful life expectancy and will be recycled in the near future. Additionally, the acoustics of the Park Board meeting room can be problematic. Without amplification, it is challenging to hear discussion at times, especially for those with hearing impairments.

Additional Options for Consideration

Staff loaned an Owl camera and microphone system at a recent Park Board meeting and pilot tested it to allow vendors to electronically attend. This system offers multiple cameras and technology that is able to simultaneously display the entire room and multiple individuals. After an initial test, an Owl was purchased through capital budget technology funds to continue testing its capabilities. One Owl camera can be seamlessly connected to an additional Owl camera or microphones/speakers to enhance the system. The Owl system does not amplify sound for in-person attendees, however, minimal set up is required and individual speakers are highlighted when talking while an Owl is used during an electronic meeting.

Staff also received a quote from Premier Sound and Design in Champaign, IL. Staff have previously worked with this vendor at Sholem Aquatic Center for its public address system and are pleased with their work. Premier was asked to prepare a quote to add microphones and cameras to the Park Board meeting room that will serve a dual purpose of amplifying sound within the room as well as electronically presenting the meetings. Premier quoted the installation of two cameras and microphones throughout the room. The advantages to this system are that no set up is necessary and internal audio will significantly improve, however, only two cameras will be available that do not personalize individual commentary and the fees may be cost prohibitive.

Options	Quote
Current system	<ul style="list-style-type: none"> • \$4,000 (five new laptops, two will be purchased for miscellaneous Board use at \$1,600) • \$240 (Annual zoom fee) • Hour of staff time for set up every meeting
Owl System	<ul style="list-style-type: none"> • \$1049 for one additional Owl (One has already been purchased on sale for \$889) • \$249 for additional microphones, etc. • \$240 (Annual zoom fee) • Minimal staff set up time
Premier Design and Sound Quote	<ul style="list-style-type: none"> • \$42,600 for complete internal and external audio/video system solution • \$240 (Annual zoom fee) • Minimal staff set up time
<p><i>*Staff time is also a consideration if livestreaming and/or recording and posting meeting videos are a permanent solution. A staff member could be assigned to troubleshoot a variety of technology needs at the meetings as well as be assigned to upload the videos if this option is selected.</i></p>	
<p><i>Chart 2. Quotes</i></p>	

Prior Board Action

The Park Board discussed the electronic presentation of its meetings at the May 24, 2023, Special Board meeting and the June 14, 2023, Regular Board Meeting

Recommended Action

Staff recommend approval of livestreaming Park Board meetings through Zoom, Microsoft TEAMS, or other prioritized video conferencing options via the Owl system. After testing for six (6) months, the Board may choose to revisit whether this option is effective and whether it would prefer to phase in additional features such as uploading video recorded meetings and internal sound amplification.

Prepared by:

Jarrod Scheunemann
Director of Administrative Services

Reviewed by:

Sarah Sandquist
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 9, 2023

SUBJECT: Approval of Bid for Skelton Park Improvements

Background

Representatives from the Champaign County African American Heritage Trail (CCAHT), Experience Champaign-Urbana (ECU) (formerly Visit Champaign County), the City of Champaign and the Champaign Park District (CPD) have partnered to complete the Skelton Park Improvements projects in conjunction with the larger CCAHT and Boneyard Creek Improvements projects. The Farnsworth Group was retained to design the improvements and to bid the project at the Park.

Features of the project include sections of the CCAHT, lighting, increased accessibility, sculpture, interpretive signage, interactive musical instruments, and landscaping improvements.

The bid included three (3) deductive alternates, but with the understanding that the items that were possible deductions would need to be installed at some point in the future as per the agreement. Deduction one (1) eliminated a walkway from a sidewalk to the sculpture area. Deduction two (2) eliminated the musical instruments and deduction three (3) eliminated some of the landscaping.

Bid Results

Four (4) bids were received on July 11, 2023, with the following results:

Bidder	Base Bid Total	Scenario A Deduct 1+2	Scenario B Deduct 2	Scenario C Deduct 3	Scenario D Deduct 2+3	Scenario E Deduct 1+2+3
Duce	\$ 492,000.00	\$ 391,000.00	\$ 464,000.00	\$ 481,000.00	\$ 453,000.00	\$ 380,000.00
Feutz	\$ 527,830.10	\$ 420,183.10	\$ 497,080.10	\$ 501,815.00	\$ 471,065.60	\$ 394,168.60
A&R	\$ 672,194.00	\$ 577,993.00	\$ 644,337.00	\$ 642,252.95	\$ 614,395.95	\$ 548,051.95
Stark	\$ 505,175.00	\$ 395,375.00	\$ 476,375.00	\$492,175.00	\$ 463,375.00	\$ 382,375.00

Prior Board Action

July 1991 – Original License of Skelton Park between the City of Champaign and the Champaign Park District.

February 2023 – Agreement for Display of Sculpture and Reimbursement between Visit Champaign County Foundation and the Park District.

May 2023 - Amendment to the Agreement for Display of Sculpture and Reimbursement.

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.

May 2023 – Intergovernmental Agreement between City of Champaign and Champaign Park District for management of Skelton Park Improvements and reimbursement of costs from the City and advanced payment from Experience Champaign Urbana (formerly VCC) to the Park District.

May 2023 – Amendment to the 1991 License of Skelton Park between the City of Champaign and the Champaign Park District addressing the terms and conditions of the license to govern continuation of the agreement.

Budget Impact

The June 2023 Intergovernmental Agreement, states the Park District will distribute payments to contractors, subject to reimbursement from the City of Champaign for \$ 155,000.00 and with an advanced payment of \$ 305,000.00 from ECU.

\$ 460,000.00 Budgeted

\$ 492,000.00 Total Base Bid

-\$ 32,000.00 Experience Champaign Urbana has agreed to fund any potential overages.

After reimbursement, the final construction project expenses of the Champaign Park District will total \$0.00 for the Skelton Park Improvements project.

Recommended Action

Staff recommends approving the total base bid, without deductions, for a total of \$492,000.00 and authorizing the Executive Director to enter into an agreement with Duce Construction for the Skelton Park Improvements.

Prepared by:

Reviewed by:

Daniel Olson
Director of Operations

Sarah Sandquist
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: August 3, 2023

SUBJECT: SmartRec by Amilia Agreement Approval

Background:

In 2005, the Park District transitioned to RecTrac as its registration software. Over the years RecTrac has become increasingly complicated and challenging to use for both staff and registrants. Additionally, the company was acquired by new ownership a few years ago and the IT and customer support has declined in the past few years, resulting in poor customer experience. A recent Park District User Engagement Survey highlights the poor user experience. When community members were asked to, "Share how much you agree with this statement: It is easy to register for Champaign Park District programs online," the Park District received an average score of 70/100 with 27% of participants rating the ease of registration as 50/100 or below.

With growing frustrations, staff pursued alternative options in search of customer-friendly registration software. In 2022, staff received several software demonstrations and found SmartRec by Amilia. Staff have spent the past year diligently reviewing options, completed numerous demos, and have spoken with multiple other park districts to determine the best solution moving forward. SmartRec has emerged as the leader and after extensive research and engagement, staff believe the software is a great fit for the Park District and its future plans.

Staff view the SmartRec transition as one piece in a broader marketing plan that is being developed and implemented. This plan will provide the Park District with a new way to tell its story and attract patrons to programs through the elimination of the program guide, an updated website, and a registration software switch to SmartRec. SmartRec is a user-friendly, customer focused, software that creates a pleasant and polished online registration process. The software is mobile optimized, can be embedded directly on the Park District's website, and contrary to many other software solutions out there, will fit well with the new marketing strategy.

Prior Board Action:

At the July 26, 2023, Special Board Meeting, Amilia presented its SmartRec software to the Board and staff led a discussion to request Board guidance about the potential software switch as well as contract options.

Budget Impact:

The Park District would incur an immediate onboarding expense of \$21,100 for the following:

- 1). \$7,000 for the Premium onboarding package that includes onsite training
- 2). \$12,600 for Paysafe Terminals. The Park District would purchase up to 30 Paysafe terminals at \$420 each to replace current terminals.
- 3). \$1,500 for data migration of membership data from RecTrac.

Additionally, the Park District would incur a monthly software fee of \$399/month beginning in October of 2023 for the duration of the term plus a 1% charge for all transactions beginning with the software launch, as well as credit card transaction fees. The Park District anticipates a soft launch date of February 2024 with a full launch in March of 2024. In FY24/25, the Park District anticipates an increased expense of \$14,000+ depending on registration success. However, exceeding a 0.0056% increase in registration revenue compared to FY 22/23 would result in covering the increased expenses from the software.

Finally, with an updated credit card fee rate of 2.6% plus \$0.30 per transaction, the Park District projects credit card fees savings. Based on this updated fee estimate the Park District would have saved \$1,742.11 in credit card processing fees in FY 22/23 compared to Card Connect fees.

Recommendation:

Staff recommends approval of a three (3) year agreement with Amilia to adopt new registration software beginning October 1, 2023, with an option to renew for two (2) additional three (3) year periods.

Prepared by:

Reviewed by:

Jimmy Gleason
Director of Revenue Facilities

Sarah Sandquist
Executive Director

Additional Board Information for SmartRec Consideration

What is the Park District's current online registration usage?

TOTAL RECTRAC TRANSACTIONS

Fiscal Year	Online Transactions	Online Revenue	Total Transactions	Total RecTrac Revenue	% of transactions conducted online	% of revenue conducted online
18/19	6,405	\$ 759,709.54	83,870	\$ 2,611,875.85	7.64%	29.09%
19/20	5,679	\$ 661,866.96	74,168	\$ 2,312,743.70	7.66%	28.62%
20/21	3,663	\$ 450,362.89	9,813	\$ 729,858.70	37.33%	61.71%
21/22	6,304	\$ 851,359.88	50,594	\$ 2,056,836.85	12.46%	41.39%
22/23	6,812	\$ 926,069.08	72,503	\$ 2,558,902.00	9.40%	36.19%

ACTIVITY REGISTRATIONS

Fiscal Year	Online Transactions	Online Revenue	In Person Transactions	In Person Revenue	% of transactions conducted online	% of revenue conducted online
18/19	5,677	\$ 669,674.30	6,651	\$ 840,018.54	46.05%	44.36%
19/20	5,007	\$ 589,141.87	5,342	\$ 653,755.60	48.38%	47.40%
20/21	3,097	\$ 395,740.39	755	\$ 100,145.09	80.40%	79.80%
21/22	5,742	\$ 770,241.29	2,936	\$ 347,540.81	66.17%	68.91%
22/23	5,936	\$ 817,223.66	3,648	\$ 474,736.19	61.94%	63.25%

FACILITY RESERVATIONS

Fiscal Year	Online Transactions	Online Revenue	In Person Transactions	In Person Revenue	% of transactions conducted online	% of revenue conducted online
18/19	10	\$ 1,578.50	482	\$ 99,515.75	2.03%	1.56%
19/20	16	\$ 683.00	447	\$ 93,594.50	3.46%	0.72%
20/21	58	\$ 5,253.00	76	\$ 25,209.46	43.28%	17.24%
21/22	124	\$ 11,882.25	376	\$ 84,722.44	24.80%	12.30%
22/23	150	\$ 11,915.50	363	\$ 134,963.01	29.24%	8.11%

MEMBERSHIP SALES

Fiscal Year	Online Transactions	Online Revenue	In Person Transactions	In Person Revenue	% of transactions conducted online	% of revenue conducted online
18/19	753	\$ 86,358.57	2,680	\$ 167,116.12	21.93%	34.07%
19/20	648	\$ 66,213.13	5,274	\$ 165,963.17	10.94%	28.52%
20/21	483	\$ 41,729.75	1,253	\$ 45,761.50	27.82%	47.70%
21/22	475	\$ 63,652.14	4,672	\$ 168,522.44	9.23%	27.42%
22/23	742	\$ 88,942.67	6,950	\$ 241,541.75	9.65%	26.91%

POINT OF SALE SERVICE ITEMS

Fiscal Year	Online Transactions	Online Revenue	In Person Transactions	In Person Revenue	% of transactions conducted online	% of revenue conducted online
18/19	10	\$ 2,010.17	67,940	\$ 812,106.07	0.01%	0.25%
19/20	17	\$ 2,534.00	58,142	\$ 880,074.04	0.03%	0.29%
20/21	284	\$ 7,083.75	4,446	\$ 292,034.33	6.00%	2.37%
21/22	97	\$ 5,384.20	36,840	\$ 655,263.07	0.26%	0.81%
22/23	66	\$ 7,987.25	55,103	\$ 865,334.91	0.12%	0.91%

What is the Comparison of costs and the breakeven point with the increased costs of SmartRec?

	FY 22/23 RecTrac Actual Fees	FY 22/23 SmartRec Fees*
Software/Training Fees	\$13,696.25	
1% of Transactions Fee		\$26,465.76
Monthly Fee (\$399/month)		\$4,788.00
Anticipated Average Annual Server Savings (licensing and replacement every 5 years)		(\$3,000.00)
TOTAL COST	\$13,696.25	\$28,253.76

* Calculated based on exact transaction totals in FY 22/23

- SmartRec would have cost an additional \$14,557.51 (\$28,253.76 - \$13,696.25) in FY 22/23 excluding onboarding costs
- Onboarding fees are anticipated to be \$21,100 as a one-time fee

To cover the additional \$14,557.51 and break even (excluding onboarding fees) in FY 22/23:

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- $\$14,557.51 * 1.01 = \$14,703$ (Additional revenue needed + 1% fee that would be added with the increased revenue)
- $(\$2,465,760 + \$14,703)/\$2,465,760 = 1.00596$
- A 0.006% increase, excluding adjusted CC fees which are hard to calculate as transaction values will change, would have been needed to cover the additional software expenses of \$14,557.51.

Are there other Districts that have eliminated the guide?

Oswegoland Park District, Oswego IL

Bolingbrook Park District, Bolingbrook IL

Glenview Park District, Glenview IL

Redmond Parks and Recreation, Redmond WA

Fishers Parks, Fishers IN

Tuscaloosa County Park & Recreation Authority, Tuscaloosa AL

Arcade Creek Recreation and Park District, Sacramento CA

City of Virginia Beach Parks & Recreation, Virginia Beach, VA

Is Amilia in good standing as an organization?

Amilia revenue is \$13.6M, valuation more than \$150M (getlatka.com)



How Amilia hit \$13.6M Revenue with 1K customers in 2023.

eCommerce platform for activities and recreation,



2010
Founded



\$13.6M
2022 Revenue



35.60%
YOY

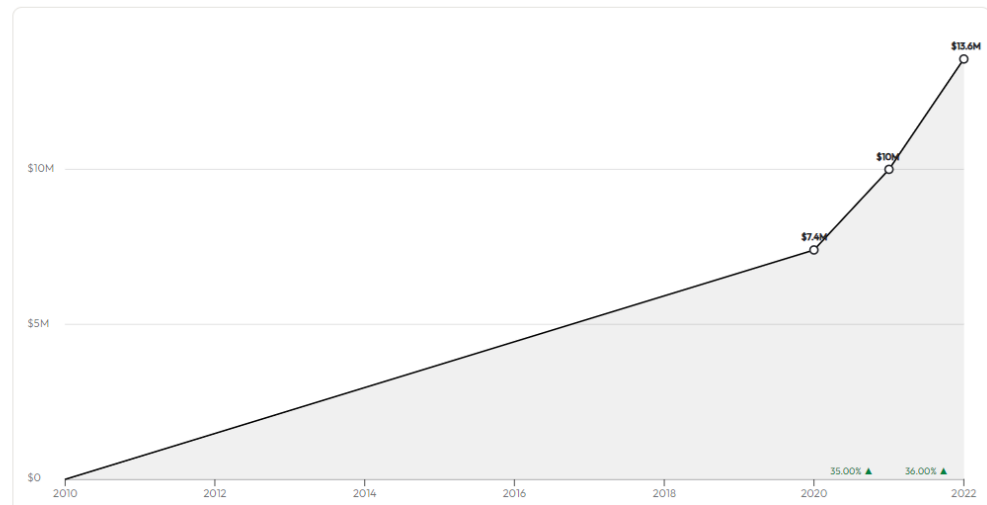


\$30M
Funding

Amilia Revenue

In 2022, Amilia revenue run rate hit \$13.6M in revenue.

- **2022**
Amilia hit \$13.6M in revenue in 2022
- **2021**
Amilia hit \$10M in revenue in 2021
- **2020**
Amilia hit \$7.4M in revenue in 2020
- **2010**
Amilia launched in 2010 with \$0 revenue





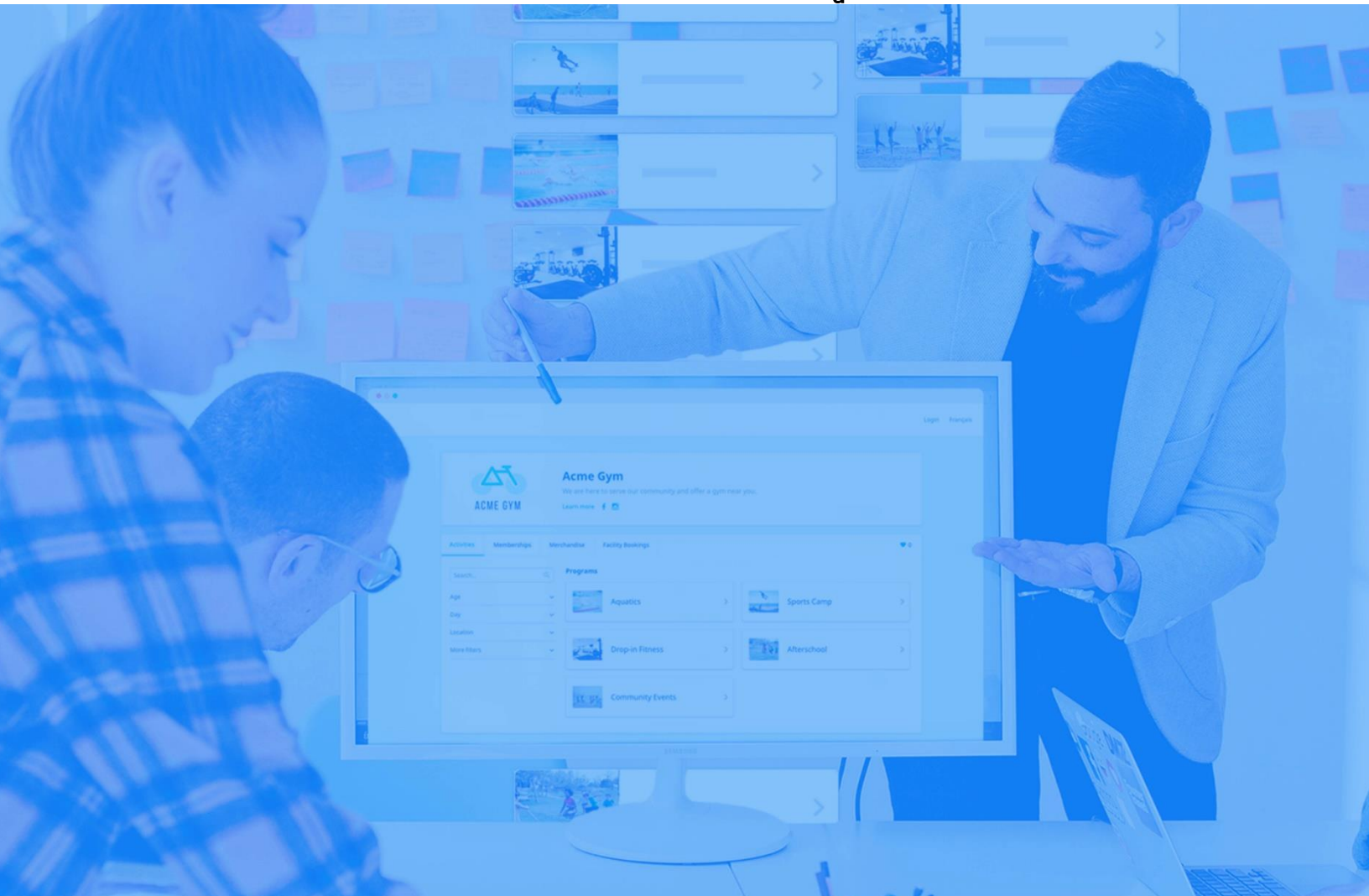
SOFTWARE AS A SERVICE (SAAS) AGREEMENT

SmartRec Platform

Prepared for:

CHAMPAIGN PARK DISTRICT

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This Software as a Service (SaaS) Agreement (the “Agreement”) is entered into by and between:

<p>[CHAMPAIGN PARK DISTRICT], a [company/corporation/other (as applicable)] incorporated under the laws of Illinois having its registered office at: [706 Kenwood Road, Champaign, IL, 61821, United States] represented herein by: [Sarah Sandquist, Executive Director];</p> <p>(“Customer” or “You”)</p>	<p>AMILIA TECHNOLOGIES USA, INC., a company incorporated under the laws of Delaware having its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and its principal place of business at 1751 Richardson Street, Suite 3.105, City of Montreal, Province of Quebec, Canada, represented herein by William Owens (“Amilia”)</p>
<p>(Collectively, the “Parties”)</p>	

The Parties agree to the following terms and conditions:

<p>A. Initial Term</p>
<p>Initial Term: 12-36 months with the option for CPD to renew at it’s discretion this exact agreement up to 2 times. Commencement Date: [Month, Day, Year September October, 1, 2023] Expiration Date: [Month, Day, Year September October, 1, 2026]</p>
<p>B. Access and Service Fees</p>
<p>Access fees: \$[399] /month to be invoiced monthly. <input checked="" type="checkbox"/> Essential Plan <input type="checkbox"/> Enterprise Plan <input type="checkbox"/> Parks & Rec Plan</p> <p>Service fees: 1% of Customer’s transaction revenues processed through the SmartRec Platform to be invoiced monthly.</p> <p>(Access fees and Service fees are referred to as “Platform Fees”)</p> <p>Estimated annual Customer’s revenues: \$[] / \$2800000 / Year</p>
<p>C. Payment processing Fees</p>
<p>Credit cards (Visa, Mastercard, Discover, Amex): 2.6085% + \$0.30 flat rate per transaction to be invoiced monthly eCheck (ACH): 1% + \$0.50 flat rate per transaction to be invoiced monthly</p> <p>Additional fees passed through directly from credit card companies may be applied, including but not limited to credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds.</p>
<p>D. Other Fees</p>
<p>\$[] / \$7000 for professional services</p> <p>Professional services, such as consulting and training services, are performed on a fixed price basis and will be invoiced according to the payment schedule established in a statement of work to be issued by Amilia. Professional services, such as data migration or integrations, are rendered on a time and material basis and will be invoiced based on the rates established in a statement of work to be issued by Amilia.</p>
<p>E. Notice and Communication</p>
<p>Any notice or other communication given under the terms of this Agreement shall be in writing and may be delivered personally, by courier, or by prepaid registered mail, addressed as follows, until changed by notice given in accordance herewith:</p> <p>if to Amilia: at 1751 Richardson Street, Suite 3.105, Montreal, Quebec, Canada if to Customer: at the address above.</p>

Any such notice or other communication shall be effective when actually received and, if received after normal business hours, shall be effective the next business day after receipt. The foregoing shall also apply, as applicable, as regards to any payment made to Amilia under the terms of the Agreement.

F. Legal Conditions

This Agreement incorporates all the terms and conditions specified in Appendix A - Terms and conditions and the Statement of Work dated June 2023.

In the event of a conflict between any provisions in ~~the~~ Appendix A and any other provision in the Agreement or any other appendix or exhibit to the Agreement, the terms provided in ~~the~~ Appendix A shall govern.

AMILIA TECHNOLOGIES USA, INC. By:	[Champaign Park District] By:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX A TERMS AND CONDITIONS

1. The SmartRec Solution

a. **Platform & API.** Amilia provides (i) an e-commerce platform (the “**SmartRec Platform**”) that is designed to increase the revenue and streamline the operations of programs and (ii) an application program interface (“**API**”) to enable access to the SmartRec Platform (the API and the SmartRec Platform are collectively designated as the “**SmartRec Solution**”). The uses of the SmartRec Solution (including use of the API through a third-party product that accesses the SmartRec Platform) are subject to the terms and conditions of this Agreement.

b. **Provision of Access.** Subject to you paying the Platform Fees and any other fees stipulated and agreed upon with Amilia herein and compliance with all the other terms and conditions of this Agreement, Amilia grants you personal, limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the SmartRec Solution (the “**Access**”) during the Initial Term or Renewal Term and solely for use by you and End Users (as defined below) in accordance with the terms and conditions herein. The Access includes access to all features, modules (), SmartRec Solution, and API/Web Hook end points/connections developed by Amilia. The SmartRec Solution includes any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by ~~AmaAmilia~~. Amilia will provide you the necessary passwords and network links or other connections to allow you to access SmartRec Solution. Subject to the terms and conditions of this Agreement, Amilia hereby grants you a non-exclusive non-sublicensable, non-transferable license to use the Documentation (as defined hereunder) during the Initial Term and Renewal Term solely for your internal business purposes in connection with you use of the SmartRec solution. Amilia reserves for itself all other rights and interest not explicitly granted under this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Amilia’s Intellectual Property Rights (as defined hereunder).

c. **Platform fees and Payment terms.** You agree to pay to Amilia via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque) all Platform Fees and any other fees stipulated and agreed upon with Amilia [according to the Illinois Local Government Prompt Payment Act. herein within thirty \(30\) days of date of invoice issued by Amilia.](#) ~~If you fail to make any payment to Amilia when due, you mu without prejudice to any other right or remedy of Amilia (a) pay interest on the amount outstanding, at a monthly rate equal to 1.25% or a per annum rate equal to 15%;~~

~~and (b) reimburse Amilia for all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt.~~ Notwithstanding any provision to the contrary, all payments required to be made hereunder shall be timely made, and no payments to Amilia shall be withheld, delayed, reduced, or refunded if Amilia has fully performed its material obligations at the discretion of the customer and its inability to meet any schedule or delivery requirements is caused by your failure you provide certain of its information (including End User Information as defined hereinafter) as are required to perform any of Amilia’s obligations hereunder. It is solely your responsibility to determine what, if any, taxes apply in connection with the use of the SmartRec Solution, and to assess, collect, report, or remit the correct taxes to the proper tax authority. Amilia has no obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transactions made in connection with your use of the SmartRec Solution.

d. **Customer/End User Service Support.** Amilia will use commercially reasonable efforts to resolve any technical issues relating to your Amilia account (“**Account**”) and use of the SmartRec Solution. You are solely responsible for all customer service issues to your end users of the SmartRec Solution (the “**End Users**”) relating to your Access services, including pricing, order fulfillment, order cancellation by you or the customer returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, police, or processes. In performing customer service, you will always present yourself as a separate entity from Amilia. You acknowledge that you shall comply with Amilia’s guidelines for making available your End User Information (as defined hereinafter) to be imported and processed through the SmartRec Platform. You further acknowledge that Amilia does not control the import of such information from its point of origin and shall not be held liable for any delays to your and your customer’s access to the SmartRec Platform caused by your non-compliance to such import guidelines.

e. **Security.** Amilia maintains administrative, technical, and physical procedures to protect End User Information stored on Amilia servers from unauthorized access, accidental loss, or modification. Those procedures shall, at a minimum, meet the standards of the industry to protect End User Information from unauthorized access, accidental loss, or modification. Amilia guarantees that its data center infrastructure will be available and extends to all network infrastructure under Amilia’s direct control. The only exceptions to this guarantee are planned system maintenance and Force Majeure events. Amilia agrees to store and process Customer’s data only in the continental United States or in Canada. Amilia shall protect Customer’s data with routine backups and off-site storage of the data in the

event of a disaster. Amilia shall report, either orally or in writing, to Customer any use or disclosure of Customer's data not authorized by this Agreement, or in writing by the Customer including any reasonable belief that an unauthorized individual has accessed Customer's data. Amilia shall make the report to Customer ~~immediately~~ upon immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Amilia reasonably believes there has been such unauthorized use or disclosure. Amilia's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Customer's data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Amilia has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Amilia has taken or shall take to prevent future similar unauthorized use or disclosure. Amilia shall provide such other information, including a written report, as reasonably requested by Customer. Notwithstanding the foregoing, Amilia does not guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. For purposes hereof, "End User Information" means such End User's information or data created, collected, generated, licensed, leased, on your behalf or information or data otherwise under the control or responsibility of you wherever located, including, but not limited to, Personal Information or Sensitive Personal Information, that are disclosed or otherwise made available to Amilia by you pursuant to or as part of this Agreement. To the extent that you provide Amilia any data that may constitute Personal Information, the Parties agree that you determine the purpose and means of processing such Personal Information, and Amilia processes such information on your behalf, you acting as a controller and Amilia as a processor under relevant applicable law. In such case, you are responsible to provide the necessary information to the identified or identifiable natural person whose Personal Information are collected, processed, or stored and shall obtain all required consents under applicable laws to allow Amilia and its affiliates, subcontractors, agents and third-party service providers to process such Personal Information in connection with the SmartRec Solution. Upon request, you will provide Amilia with copies of such consent. "Personal Information" means all information or data (regardless of format) that (i) identifies or can be used to identify, contact, or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of the citizenship, age, or other status of the individual. Personal Information includes but is not limited to first and last name; last name plus data regarding birth; phone number; email address; street address; geolocation; customer number or identifier; government identifier; or

account number or identifier. "Sensitive Personal Information" is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. Sensitive Personal Information consists of: (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) all data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, genetic information, and criminal records or allegations of crimes.

f. Availability. Subject to any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance and except for all planned downtime, Amilia will use commercially reasonable efforts to operate and maintain the SmartRec Solution to make it available 24 hours a day, 7 days a week. The number and the duration of any planned downtime shall be at Amilia's sole discretion, provided, however, that Amilia intends to use commercially reasonable efforts to schedule such planned downtime during evening and weekend hours (Eastern Time).

g. Amilia Representations and Warranties. Amilia represents and warrants to you that: (i) it has all necessary rights in the SmartRec Platform and its intellectual property to grant to you the Licence under this Agreement; (ii) the SmartRec Platform will perform substantially in accordance with the Documentation, and (iii) it shall at all times comply with all applicable laws in connection with providing services under this Agreement, including PCI compliance as defined by the Payment Card Industry Security Standards Council to ensure all credit card information is protected, and that it will continue to meet such standards during the term of this Agreement including any extensions thereto. Amilia does not guarantee that the SmartRec Platform will perform error free or uninterrupted. Customer acknowledges that Amilia does not control the transfer of data over communications facilities, including the internet and that the SmartRec Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. For purposes of this Agreement, "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Amilia to you regarding the use or operation of the SmartRec Platform, as may be amended from time to time by Amilia, at its sole discretion. EXCEPT AS EXPRESSLY STATED IN THIS SECTION OR AS REQUIRED BY APPLICABLE LAW, THE SMARTREC PLATFORM, THE API AND

THE DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE SMARTREC SOLUTION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOURS OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

h. Aggregate Statistics. Notwithstanding anything to the contrary in this Agreement, Amilia may monitor your use of the SmartRec Solution and collect and compile data and information related to your use of the SmartRec Solution that is used by Amilia in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SmartRec Solution (the “Aggregate Statistics”). As between Amilia and you, a right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Amilia. You acknowledge that Amilia may compile Aggregated Statistics based on your data in into the SmartRec Solution. You agree that Amilia may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify you or your Confidential Information.

2. Your Engagement.

a. Use. you shall not use the SmartRec Solution and the Documentation for any purposes beyond the scope of the access granted in this Agreement. You are responsible and liable for all uses of the SmartRec Solution and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. You represent, warrant and covenant that you: (i) shall use the SmartRec Solution as contemplated by this Agreement, (ii) have the sole responsibility for the accuracy, quality, integrity, legality and reliability of your data; ~~(you-iii)~~ shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartRec Solution, and promptly notify Amilia of any such unauthorized use; (iv) are, and will remain during the Initial Term or any Renewal Term, in compliance with all applicable laws in connection with your use of the

SmartRec Solution; and (v) shall use the trademarks, names, references, logos or other marks owned or licensed by Amilia (collectively, the “Amilia Trademarks”) strictly in accordance with the restrictions and policies that Amilia may provide you with from time to time. You will not, at any time you directly or indirectly, and shall not otherwise permit someone to: (i) license, sublicense, sell, resell, rent, lease, assign, distribute, timeshare or otherwise commercially exploit or make the SmartRec Solution available to any third party, other than as contemplated in this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the SmartRec Solution in violation of applicable law; (iii) send, store or use obscene, threatening, libellous or otherwise unlawful or tortious material using directly or indirectly the SmartRec Solution; (iv) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights (as defined herein) or privacy rights using directly or indirectly the SmartRec Solution; ~~(v)~~ send, store or use material containing harmful computer codes, files, scripts, agents or programs using directly or indirectly the SmartRec Solution; (vi) interfere with or disrupt the integrity or performance of the SmartRec Solution or the data contained therein; (vii) attempt to gain unauthorized access to the SmartRec Solution or its related systems or networks; (viii) modify, copy or create derivative works based on the SmartRec Solution or Amilia’s Intellectual Property Rights therein; ~~(ixviii)~~ create internet links to or from the SmartRec Solution, or frame or mirror any content forming any part of the SmartRec Platform other than on your own website for the purposes hereof or otherwise for your own internal business purposes; ~~(ix)~~ disassemble, reverse engineer, decompile, decode, adapt, or otherwise attempt to derive or gain access to the SmartRec Solution, in whole or in part, for any purpose or reason; (xi) remove any proprietary notices from the SmartRec Solution or Documentation; or ~~(xvii)~~ use the SmartRec Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Suspicion of Unauthorized or Illegal Use. Amilia reserves the right to decline any transaction submitted to the SmartRec Platform which Amilia reasonably suspects, in its sole discretion, (i) is in violation of this Agreement or any other Amilia Agreement to which you are a party or is in violation of applicable law, or (ii) exposes either party to harm, including but not limited to fraud and other criminal acts. You hereby grant Amilia authorization to share information with law enforcement about you, your transactions, or your Account if Amilia reasonably suspects that your Account has been used for an illegal or criminal purpose. Amilia will give you immediate advance notice of any impending disclosure of your information to law enforcement and

grant you, or your attorneys, the right to participate in any police investigation or legal proceeding.

d. Your Content. For the Initial Term or any Renewal Term, you grant a non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license, to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), sublicense, distribute, prepare derivative works of, or incorporate into other works, and otherwise use, display and perform all acts as may be necessary for Amilia to provide the SmartRec Solution to you regarding any and all information about your goods and services (“**License for your services**”), including any trademarks, trade names, service marks, logos, images, descriptions or other text, telephone numbers, and addresses therein, for any purpose, whether on the Amilia public website, third-party websites, mobile applications, syndicated advertisements or otherwise to, and only to provide the services contemplated by this Agreement, unless otherwise agreed to in writing with Customer. The license rights granted hereby will apply to any form, media, or technology. The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your information pursuant to the license rights granted to Amilia herein, to the best of your knowledge, does not and will not infringe any rights, including but not limited to Intellectual Property Rights or privacy rights, of any third party.

d. Privacy. You acknowledge having reviewed the Amilia Privacy Policy (<https://www.amilia.com/legal/privacy>) relating to the collection, use and safeguard of the personal information provided to Amilia on its website. If you receive information about others using the SmartRec Solution, you must keep such information confidential and only use it in connection with the SmartRec Solution and your policies relating to the use of information that is confidential or personal or as otherwise permitted by applicable law. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you received express written consent to do so.

e. Your Representations and Warranties. You represent and warrant to Amilia that: (a) you are eligible to register and use the SmartRec Solution and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when registering is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent bona fide sale by you; (d) any sales transactions submitted by you will accurately describe your license for your service sold and delivered to your customers; (e) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve your consumer dispute or complaint directly with your customer; (f) all transactions initiated by you will comply with all applicable laws, rules, and regulations

applicable to your business, including any applicable tax laws and regulations; and (g) you will not use the SmartRec Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the SmartRec Solution in accordance with the terms of this Agreement.

3. Initial Term, Renewal Term, Suspension and Termination

a. Initial Term. This Agreement (and the Access granted herein) commences upon the Commencement Date and expires on the Expiration Date specified herein, unless otherwise terminated in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall be subject to [customer's](#) annual budget appropriation.,

b. Suspension. With reasonable advance notice to you of not less than 1 day. Amilia may suspend your account and your access to the SmartRec Solution, at its sole discretion, if (i) Amilia reasonably determines in its sole discretion that your use of the SmartRec Solution is causing immediate, material and ongoing harm to the SmartRec Solution (or Amilia's Intellectual property Rights) or its use by others or abuse or excessively frequent requests to the SmartRec Platform via the API, as determined by Amilia in its sole discretion; (ii) Amilia reasonably determines in its sole discretion that your use of SmartRec Solution disrupts or poses a security risk to the SmartRec Solution or to any other customer of Amilia; (iii) Amilia reasonably determines in its sole discretion that you are using the SmartRec Solution for fraudulent or illegal activities; or (iv) if you fail to make a payment to Amilia when due [according to Illinois Local Government Prompt Payment Act](#) and such failure is not cured within ten (10) days after receipt of a notice from Amilia. Amilia is not liable to you or any other person for any damages resulting from a suspension under these circumstances. Amilia will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any End User may incur as a result of a suspension.

c. Termination by either party. This Agreement may be immediately terminated by you or by Amilia: (i) set forth herein and in Sections 6.a or 7.i; (ii) if the other party is in material breach of any of the provisions of the Agreement and such breach is not cured within sixty (60) days after receipt of notice from the non-breaching party; or (iii) if either party commits an Act of bankruptcy. For purposes of this Section 3.c. iii), an “Act of bankruptcy” shall mean, (i) the entry of a decree or order for relief of a party by a court of competent jurisdiction in any involuntary case involving a party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, or other similar agent for a party or for

any substantial Part of a party's assets or property; (iii) the filing with respect to a party of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to any provision of any United States bankruptcy law, including under the *Federal Bankruptcy Code*; (iv) the commencement by a party of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or (v) the making by a party of any general assignment for the benefit of creditors.

d. Termination by You. To the extent that the Initial Term is for a period exceeding 12 months, you may terminate this Agreement at the expiration of the 12-month period starting as at the Commencement Date of the Initial Term by giving a written notice of 90 days to Amilia. The effective date of such termination shall be at the expiration of such 90-days notice.

e. Effects of Suspension or Termination. Upon suspension or termination of this Agreement, you agree: (i) to immediately deactivate your account and your access to the SmartRec Platform; (ii) to immediately cease use of the SmartRec Solution; (iii) to discontinue use of any Amilia Trademarks or other Intellectual Property Rights of Amilia and to immediately remove any Amilia Trademarks from your website; (iv) that the Access granted by Amilia to you under this Agreement shall terminate; and (iv) that Amilia may immediately deactivate your Account and your access to the SmartRec Platform and after sixty (60) days, Amilia may delete your Account from Amilia's "live" site. During such 60 days and upon your written request, Amilia will grant you limited access to the SmartRec Platform for the sole purpose of allowing you to retrieve your data, (v) that you will not be refunded the remainder of any fees that you paid for the SmartRec Solution prior to such termination or suspension; and (vi) that Amilia will not be liable to you for compensation, reimbursement, or damage in connection with your use, termination, suspension of the SmartRec solution or deletion of your information or account data.

f. Termination Due to Lack of Appropriations. To the extent applicable, all payment obligations under this Agreement are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. You will use reasonable efforts to ensure appropriated funds are available. For the term of this Agreement, which extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined by your good faith. If, in your judgement, sufficient funds are not appropriated to maintain the services set forth in this Agreement the function performed in this Agreement and for the payment of the fees hereunder, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding, provided that you

agree to give written notice of termination to Amilia at least ninety (90) written notice prior to the end of its then current fiscal year, stating its reasons for termination. In the event of termination due to a lack of appropriations, you will pay Amilia for all fees and expenses related to the services you have received, or Amilia has incurred or delivered, prior to the effective date of termination. You agree that should it terminate in accordance with this paragraph, it shall not obtain services which are substantially equal to or similar to those for which this Agreement was entered into during the same fiscal year to which the termination applies and this provision shall not be construed to allow you to terminate the Agreement, in order to acquire similar licenses or services from a third party.

g. Mutual Termination at any time by written agreement of the parties.

4. Confidential Information.

a. "Confidential Information" means any information provided by either party (a "**Disclosing Party**") and any information received by the other party (a "**Receiving Party**") in connection with this Agreement, including the terms and conditions of this Agreement, which is not otherwise available to the general public without restriction as well as any and all other Intellectual Property Rights, proprietary knowledge, trade secrets, customer lists or information concerning the Disclosing Party's internal affairs, technical information, specifications, drawings, documentation and "know-how" of every kind and description supplied by the Disclosing Party, or indirectly by any of its affiliates, under this Agreement or otherwise. All Confidential Information of a Disclosing Party is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and protect the Confidential Information of the Disclosing Party as confidential and shall not reproduce or divulge the Confidential Information of the Disclosing Party in whole or in part to any third party, except as authorized in writing by the Disclosing Party or as permitted by this Agreement. The Receiving Party may disclose Confidential Information only to its affiliates, employees, directors, or officers on a "need to know" basis, provided that each such affiliates, employee, director or officer, as applicable, shall have signed a confidentiality undertaking no less restrictive than the provisions of this Section 4. Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party; (iii) information that was in the Receiving Party's possession at the time of disclosure by the Disclosing Party, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential

basis; (iv) information that the Receiving Party can demonstrate resulted from its own research and development, independent of disclosures by the Disclosing Party; or (v) information that the Receiving Party received from third parties, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose confidential information pursuant to any [Illinois Freedom of Information Act request](#), governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar requirement, provided that the Receiving Party immediately, to the extent legally permissible and practicable, notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Receiving Party shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability. The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party's Confidential Information and all portions and copies thereof, which are in Receiving Party's possession or control. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that any other available remedies are inadequate. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Intellectual Property Rights.

All patents, patent applications, copyright, names, trademarks, service marks, trade dress, know-how, trade secrets, industrial designs, other similar instruments, or rights whether proprietary or otherwise, whether registered or unregistered, and all rights in relation to any of the foregoing which are recognized in any jurisdiction

("Intellectual Property Rights") owned or held by Amilia shall always remain Intellectual Property Rights of Amilia. Nothing in this Agreement shall be construed or interpreted as conferring upon you any right or interest in the Intellectual Property Rights owned or held by Amilia, whether in the SmartRec Platform, the API or otherwise, other than as expressly set forth in this Agreement. All data entered or uploaded by you except for transaction data shared with the user, is yours and exclusive property. Amilia is free to use or disclose any comments or ideas that you submit to Amilia without any compensation to you. You further acknowledge that, by acceptance of your suggestions for any feature or aspect of the SmartRec Platform or the API, Amilia does not waive any rights to use similar or related ideas previously known to Amilia, or developed by your employees, or obtained from sources other than yours.

6. Liability

a. Amilia Liability. To the full extent permitted by applicable law and subject to Section 6.c., Amilia, at its own expense, will defend and indemnify you from and against all claims, suits and proceedings ("**Claims**") (i) alleging that the SmartRec Platform, and your use of the SmartRec Platform in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of a third party; (ii) arising out of Amilia's breach of Section 4 (Confidential Information); (iii) arising out of Amilia's breach of Section 1.g. (Amilia Representations and Warranties); or (iv) arising out of the negligence or willful misconduct by its employees or agents. If a Claim is brought or threatened against you alleging infringement of the Intellectual Property Rights of a third party, Amilia will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license (or other rights) that will protect you against such Claim without cost to you; (b) to modify or replace all or portions of the SmartRec Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement. The rights and remedies granted to you in this section state Amilia's entire liability, and are your exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party. This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SmartRec Solution in combination with data, software, hardware, equipment, or technology not provided by Amilia or authorized by Amilia in writing; (B) modifications to the SmartRec Solution not made by Amilia; (C) your data or Content.

a.b. Your Liability. To the full extent permitted by applicable law and subject to Section 6.c., you will, at your own expense, defend and indemnify Amilia, its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (the "**Amilia Parties**") harmless from and against all Claims (i) alleging that your data or any of your trademarks, or Amilia's use

thereof in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (ii) arising out of your breach of section 4 (Confidential Information); (iii) arising out of your access to or use of the SmartRec Solution other than in accordance with the terms of this Agreement; (iv) arising out of your breach of Section 2 e) (Your Representations and warranties); or (v) arising out of the negligence or wilful misconduct by you or any of your employees agents; and will hold the Amilia Parties harmless from and against all liability, damages, expenses and costs finally awarded or agreed to be paid in settlement (including, without limitation, reasonable legal fees) (collectively, "Losses") to the extent based upon such a Claim.

b.c. Limitation of Liability

(i) IN NO EVENT SHALL (I) EITHER PARTY, (II) ITS RESPECTIVE SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SMARTREC PLATFORM OR THE API.

(ii) UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SMARTREC PLATFORM, THE API, YOUR ACCOUNT, THE SMARTREC PLATFORM SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION AS DESCRIBED IN SECTION 1.e.); (D) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SMARTREC PLATFORM OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (G) ERRORS, INACCURACIES OR

OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY; (H) COST OF REPLACEMENT GOODS OR SERVICES, AND/OR (I) THE DEFAMATORY, OFFENSIVE, OR ILLEGA CONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(iii) WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF ACCESS FEES PAID BY YOU TO AMILIA DURING THE ~~THREE-TWELVE~~ (312) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR THE LOSS. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

e.d. Amilia Insurance coverage. Amilia will name the customer as an additional insured on its insurance policy, and, at its expense and at all times during the Initial Term or any Renewal Term, hold and maintain commercially reasonable insurance policies, as determined by Amilia in its own discretion.

7. General Terms

a. Disputes; Choice of Law; Jurisdiction and Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Illinois, without regard to conflict of law rules and to the exclusive jurisdiction of the courts of the state of Illinois for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF Illinois.

b. No Waiver or Limitation. A party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement does not limit any rights that either party may have under trade secret, copyright, patent, or other laws.

c. Right to Change. At any time during the Initial Term or any Renewal Term, Amilia has the right to change, delete, discontinue, or impose conditions on any

feature or aspect of the SmartRec Platform or the API that Amilia in its sole discretion deem to be reasonable in the circumstances, including by way of a notice on its website, by email or any other website maintained or owned by Amilia for the purposes of providing services in connection with this Agreement, provided that the SmartRec Platform shall continue to perform substantially in accordance with the Documentation, and provided that you shall have the right to terminate the agreement. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

d. Amendment. Unless otherwise stated in this Agreement, this Agreement may not be amended or modified except in writing signed by both parties.

e. Disclosures and Notices. You agree and accept that Amilia can provide disclosures and notices regarding the SmartRec Platform and the API to you posting such disclosures and notices on its website and emailing them to the administrator's email address listed in your account. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

f. Independent Contractor. Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

g. Successors and Assignment. This Agreement is binding upon the parties and their respective successors and permitted assigns.

h. Third Party Platforms and Links to Other Websites. You may be offered services, products and promotions provided by third parties and not by Amilia, and the Amilia website may contain links to third-party websites as a convenience to you. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. Amilia is not responsible for the performance of these services and does not approve of, endorse, or warrant the performance of these services. When you use any such link to go from Amilia's websites to another website, the Amilia Privacy Policy is no longer in effect.

i. Force Majeure. "Force Majeure Event" means fire, telecommunications failures, utility failures, power failures, equipment failures, labour strife, riots, war, terrorist attack, public health emergency, non-performance of vendors or suppliers, acts of God or other cause over which the Affected Party has no reasonable control. If either party (an "**Affected Party**") is delayed from performing any of its obligations (except payment obligations) under this Agreement because of a Force Majeure Event then performance is excused for the period of the delay to the extent the delay is due to a Force

Majeure Event and the Affected Party will not be in default under this Agreement. As soon as reasonably practicable after the start of a Force Majeure Event, the Affected Party will give to the other party written notice of the nature and expected duration of such event. If the delay continues for more than 15 days, then the party entitled to performance may give to the Affected Party notice of immediate termination of this Agreement.

j. Entire Agreement. These terms and conditions and the content of this Agreement to which this Appendix A is attached constitute the entire agreement between the parties with respect to the matters covered by such Software as a Service Agreement and this Appendix A.

k. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

l. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement remain in effect in accordance with its terms upon the termination of this Agreement, including without limitation Sections 3 and 4 of this Agreement.

m. Currency. Monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in United States dollars.

n. Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof will be deemed to be an original instrument, but all such counterparts together will constitute but one agreement. Transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or any other process that accurately transmits the original, for example by email receipt of scanned documents) are considered documents equivalent to original documents and signatures so transmitted and received shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable by and against the parties.



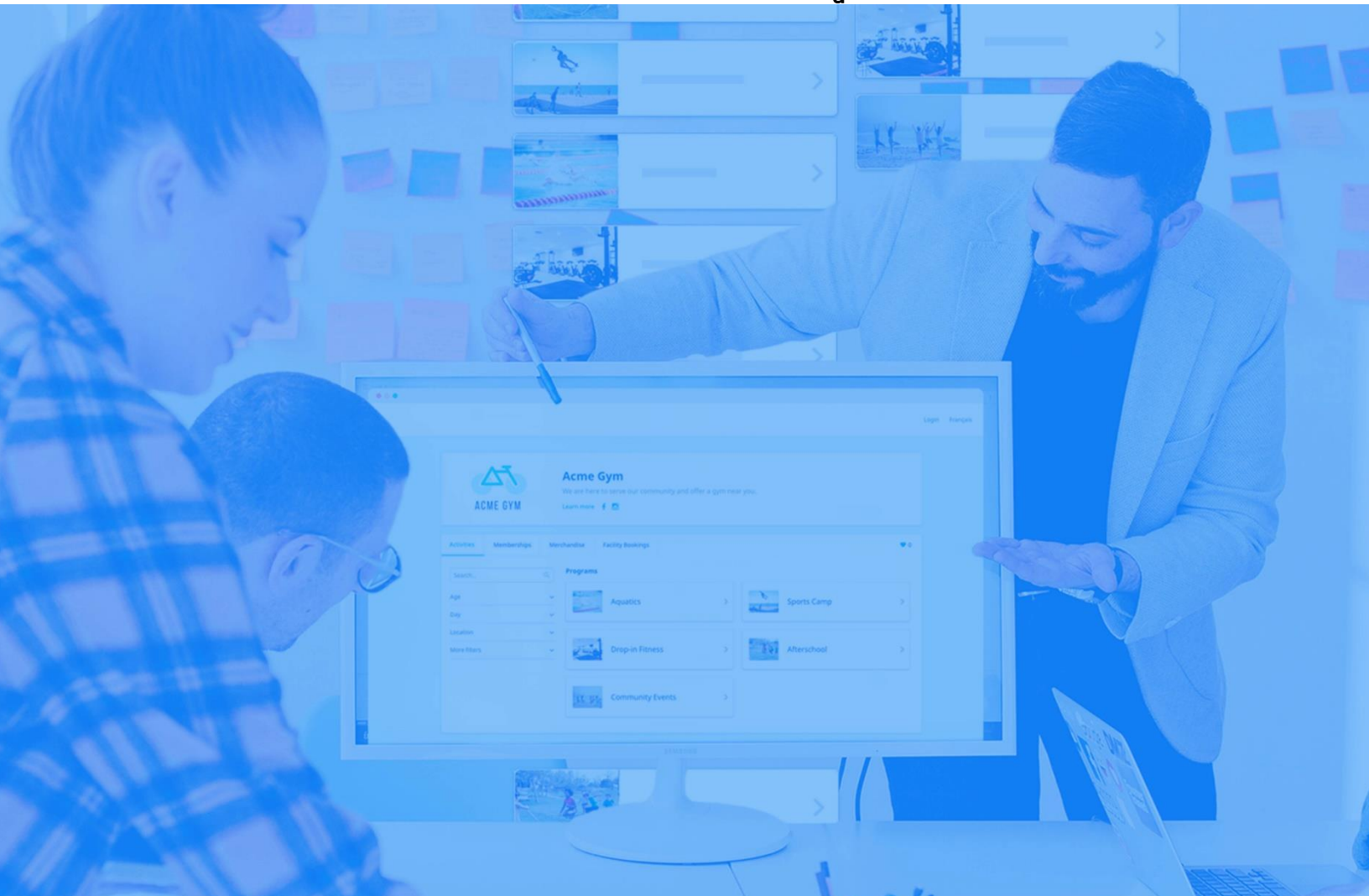
SOFTWARE AS A SERVICE (SAAS) AGREEMENT

SmartRec Platform

Prepared for:

CHAMPAIGN PARK DISTRICT

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This Software as a Service (SaaS) Agreement (the “Agreement”) is entered into by and between:

<p>[CHAMPAIGN PARK DISTRICT], a [company/corporation/other (as applicable)] incorporated under the laws of Illinois having its registered office at: [706 Kenwood Road, Champaign, IL, 61821, United States] represented herein by: [Sarah Sandquist, Executive Director];</p> <p>(“Customer” or “You”)</p>	<p>AMILIA TECHNOLOGIES USA, INC., a company incorporated under the laws of Delaware having its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and its principal place of business at 1751 Richardson Street, Suite 3.105, City of Montreal, Province of Quebec, Canada, represented herein by William Owens (“Amilia”)</p>
<p>(Collectively, the “Parties”)</p>	

The Parties agree to the following terms and conditions:

<p>A. Initial Term</p>
<p>Initial Term: 36 months with the option for CPD to renew at it’s discretion this exact agreement up to 2 times. Commencement Date: [October, 1, 2023] Expiration Date: [October, 1, 2026]</p>
<p>B. Access and Service Fees</p>
<p>Access fees: \$[399]/month to be invoiced monthly. <input type="checkbox"/> Parks & Rec Plan</p> <p>Service fees: 1% of Customer’s transaction revenues processed through the SmartRec Platform to be invoiced monthly.</p> <p>(Access fees and Service fees are referred to as “Platform Fees”)</p> <p>Estimated annual Customer’s revenues: \$2800000/Year</p>
<p>C. Payment processing Fees</p>
<p>Credit cards (Visa, Mastercard, Discover, Amex): 2.60% + \$0.30 flat rate per transaction to be invoiced monthly eCheck (ACH): 1% + \$0.50 flat rate per transaction to be invoiced monthly</p> <p>Additional fees passed through directly from credit card companies may be applied, including but not limited to credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds.</p>
<p>D. Other Fees</p>
<p>\$[7000] for professional services</p> <p>Professional services, such as consulting and training services, are performed on a fixed price basis and will be invoiced according to the payment schedule established in a statement of work to be issued by Amilia. Professional services, such as data migration or integrations, are rendered on a time and material basis and will be invoiced based on the rates established in a statement of work to be issued by Amilia.</p>
<p>E. Notice and Communication</p>
<p>Any notice or other communication given under the terms of this Agreement shall be in writing and may be delivered personally, by courier, or by prepaid registered mail, addressed as follows, until changed by notice given in accordance herewith:</p> <p>if to Amilia: at 1751 Richardson Street, Suite 3.105, Montreal, Quebec, Canada if to Customer: at the address above.</p>

Any such notice or other communication shall be effective when actually received and, if received after normal business hours, shall be effective the next business day after receipt. The foregoing shall also apply, as applicable, as regards to any payment made to Amilia under the terms of the Agreement.

F. Legal Conditions

This Agreement incorporates all the terms and conditions specified in Appendix A - Terms and conditions and the Statement of Work dated June 2023.

In the event of a conflict between any provisions in Appendix A and any other provision in the Agreement or any other appendix or exhibit to the Agreement, the terms provided in Appendix A shall govern.

AMILIA TECHNOLOGIES USA, INC. By:	[Champaign Park District] By:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX A TERMS AND CONDITIONS

1. The SmartRec Solution

a. Platform & API. Amilia provides (i) an e-commerce platform (the “**SmartRec Platform**”) that is designed to increase the revenue and streamline the operations of programs and (ii) an application program interface (“**API**”) to enable access to the SmartRec Platform (the API and the SmartRec Platform are collectively designated as the “**SmartRec Solution**”). The uses of the SmartRec Solution (including use of the API through a third-party product that accesses the SmartRec Platform) are subject to the terms and conditions of this Agreement.

b. Provision of Access. Subject to you paying the Platform Fees and any other fees stipulated and agreed upon with Amilia herein and compliance with all the other terms and conditions of this Agreement, Amilia grants you personal, limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the SmartRec Solution (the “**Access**”) during the Initial Term or Renewal Term and solely for use by you and End Users (as defined below) in accordance with the terms and conditions herein. The Access includes access to all features, modules (), SmartRec Solution, and API/Web Hook end points/connections developed by Amilia. The SmartRec Solution includes any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Amilia. Amilia will provide you the necessary passwords and network links or other connections to allow you to access SmartRec Solution. Subject to the terms and conditions of this Agreement, Amilia hereby grants you a non-exclusive non-sublicensable, non-transferable license to use the Documentation (as defined hereunder) during the Initial Term and Renewal Term solely for your internal business purposes in connection with your use of the SmartRec solution. Amilia reserves for itself all other rights and interest not explicitly granted under this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Amilia’s Intellectual Property Rights (as defined hereunder).

c. Platform fees and Payment terms. You agree to pay to Amilia via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque) all Platform Fees and any other fees stipulated and agreed upon with Amilia according to the Illinois Local Government Prompt Payment Act. Notwithstanding any provision to the contrary, all payments required to be made hereunder shall be timely made, and no payments to Amilia shall be withheld, delayed, reduced, or refunded if Amilia has fully performed its material obligations at the discretion of the customer and its inability to meet any

schedule or delivery requirements is caused by your failure to provide certain of its information (including End User Information as defined hereinafter) as are required to perform any of Amilia’s obligations hereunder. It is solely your responsibility to determine what, if any, taxes apply in connection with the use of the SmartRec Solution, and to assess, collect, report, or remit the correct taxes to the proper tax authority. Amilia has no obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transactions made in connection with your use of the SmartRec Solution.

d. Customer/End User Service Support. Amilia will use commercially reasonable efforts to resolve any technical issues relating to your Amilia account (“**Account**”) and use of the SmartRec Solution. You are solely responsible for all customer service issues to your end users of the SmartRec Solution (the “**End Users**”) relating to your Access services, including pricing, order fulfillment, order cancellation by you or the customer returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies, or processes. In performing customer service, you will always present yourself as a separate entity from Amilia. You acknowledge that you shall comply with Amilia’s guidelines for making available your End User Information (as defined hereinafter) to be imported and processed through the SmartRec Platform. You further acknowledge that Amilia does not control the import of such information from its point of origin and shall not be held liable for any delays to your and your customer’s access to the SmartRec Platform caused by your non-compliance to such import guidelines.

e. Security. Amilia maintains administrative, technical, and physical procedures to protect End User Information stored on Amilia servers from unauthorized access, accidental loss, or modification. Those procedures shall, at a minimum, meet the standards of the industry to protect End User Information from unauthorized access, accidental loss, or modification. Amilia guarantees that its data center infrastructure will be available and extends to all network infrastructure under Amilia’s direct control. The only exceptions to this guarantee are planned system maintenance and Force Majeure events. Amilia agrees to store and process Customer’s data only in the continental United States or in Canada. Amilia shall protect Customer’s data with routine backups and off-site storage of the data in the event of a disaster. Amilia shall report, either orally or in writing, to Customer any use or disclosure of Customer’s data not authorized by this Agreement, or in writing by the Customer including any reasonable belief that an unauthorized individual has accessed Customer’s data. Amilia shall make the report to Customer immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Amilia

reasonably believes there has been such unauthorized use or disclosure. Amilia's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Customer's data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Amilia has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Amilia has taken or shall take to prevent future similar unauthorized use or disclosure. Amilia shall provide such other information, including a written report, as reasonably requested by Customer. Notwithstanding the foregoing, Amilia does not guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. For purposes hereof, "End User Information" means such End User's information or data created, collected, generated, licensed, leased, on your behalf or information or data otherwise under the control or responsibility of you wherever located, including, but not limited to, Personal Information or Sensitive Personal Information, that are disclosed or otherwise made available to Amilia by you pursuant to or as part of this Agreement. To the extent that you provide Amilia any data that may constitute Personal Information, the Parties agree that you determine the purpose and means of processing such Personal Information, and Amilia processes such information on your behalf, you acting as a controller and Amilia as a processor under relevant applicable law. In such case, you are responsible to provide the necessary information to the identified or identifiable natural person whose Personal Information are collected, processed, or stored and shall obtain all required consents under applicable laws to allow Amilia and its affiliates, subcontractors, agents and third-party service providers to process such Personal Information in connection with the SmartRec Solution. Upon request, you will provide Amilia with copies of such consent. "Personal Information" means all information or data (regardless of format) that (i) identifies or can be used to identify, contact, or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of the citizenship, age, or other status of the individual. Personal Information includes but is not limited to first and last name; last name plus data regarding birth; phone number; email address; street address; geolocation; customer number or identifier; government identifier; or account number or identifier. "Sensitive Personal Information" is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. Sensitive Personal Information consists of: (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and

bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) all data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, genetic information, and criminal records or allegations of crimes.

f. Availability. Subject to any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance and except for all planned downtime, Amilia will use commercially reasonable efforts to operate and maintain the SmartRec Solution to make it available 24 hours a day, 7 days a week. The number and the duration of any planned downtime shall be at Amilia's sole discretion, provided, however, that Amilia intends to use commercially reasonable efforts to schedule such planned downtime during evening and weekend hours (Eastern Time).

g. Amilia Representations and Warranties. Amilia represents and warrants to you that: (i) it has all necessary rights in the SmartRec Platform and its intellectual property to grant to you the Licence under this Agreement; (ii) the SmartRec Platform will perform substantially in accordance with the Documentation, and (iii) it shall at all times comply with all applicable laws in connection with providing services under this Agreement, including PCI compliance as defined by the Payment Card Industry Security Standards Council to ensure all credit card information is protected, and that it will continue to meet such standards during the term of this Agreement including any extensions thereto. Amilia does not guarantee that the SmartRec Platform will perform error free or uninterrupted. Customer acknowledges that Amilia does not control the transfer of data over communications facilities, including the internet and that the SmartRec Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. For purposes of this Agreement, "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Amilia to you regarding the use or operation of the SmartRec Platform, as may be amended from time to time by Amilia, at its sole discretion. EXCEPT AS EXPRESSLY STATED IN THIS SECTION OR AS REQUIRED BY APPLICABLE LAW, THE SMARTREC PLATFORM, THE API AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE

LIMITED WARRANTY SET FORTH ABOVE, AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE SMARTREC SOLUTION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOURS OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

h. Aggregate Statistics. Notwithstanding anything to the contrary in this Agreement, Amilia may monitor your use of the SmartRec Solution and collect and compile data and information related to your use of the SmartRec Solution that is used by Amilia in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SmartRec Solution (the "Aggregate Statistics"). As between Amilia and you, a right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Amilia. You acknowledge that Amilia may compile Aggregated Statistics based on your data in into the SmartRec Solution. You agree that Amilia may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify you or your Confidential Information.

2. Your Engagement.

a. Use. you shall not use the SmartRec Solution and the Documentation for any purposes beyond the scope of the access granted in this Agreement. You are responsible and liable for all uses of the SmartRec Solution and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. You represent, warrant and covenant that you: (i) shall use the SmartRec Solution as contemplated by this Agreement, (ii) have the sole responsibility for the accuracy, quality, integrity, legality and reliability of your data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartRec Solution, and promptly notify Amilia of any such unauthorized use; (iv) are, and will remain during the Initial Term or any Renewal Term, in compliance with all applicable laws in connection with your use of the SmartRec Solution; and (v) shall use the trademarks, names, references, logos or other marks owned or licensed by Amilia (collectively, the "Amilia Trademarks") strictly in accordance with the restrictions and policies that Amilia may provide you with from time to time. You will not, at any time you directly or indirectly, and shall not otherwise permit someone to: (i) license, sublicense, sell, resell, rent, lease, assign, distribute, timeshare or otherwise commercially exploit or make the SmartRec

Solution available to any third party, other than as contemplated in this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the SmartRec Solution in violation of applicable law; (iii) send, store or use obscene, threatening, libellous or otherwise unlawful or tortious material using directly or indirectly the SmartRec Solution; (iv) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights (as defined herein) or privacy rights using directly or indirectly the SmartRec Solution; (v) send, store or use material containing harmful computer codes, files, scripts, agents or programs using directly or indirectly the SmartRec Solution; (vi) interfere with or disrupt the integrity or performance of the SmartRec Solution or the data contained therein; (vii) attempt to gain unauthorized access to the SmartRec Solution or its related systems or networks; (viii) modify, copy or create derivative works based on the SmartRec Solution or Amilia's Intellectual Property Rights therein; (ix) create internet links to or from the SmartRec Solution, or frame or mirror any content forming any part of the SmartRec Platform other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (x) disassemble, reverse engineer, decompile, decode, adapt, or otherwise attempt to derive or gain access to the SmartRec Solution, in whole or in part, for any purpose or reason; (xi) remove any proprietary notices from the SmartRec Solution or Documentation; or (xii) use the SmartRec Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Suspicion of Unauthorized or Illegal Use.

Amilia reserves the right to decline any transaction submitted to the SmartRec Platform which Amilia reasonably suspects, in its sole discretion, (i) is in violation of this Agreement or any other Amilia Agreement to which you are a party or is in violation of applicable law, or (ii) exposes either party to harm, including but not limited to fraud and other criminal acts. You hereby grant Amilia authorization to share information with law enforcement about you, your transactions, or your Account if Amilia reasonably suspects that your Account has been used for an illegal or criminal purpose. Amilia will give you immediate advance notice of any impending disclosure of your information to law enforcement and grant you, or your attorneys, the right to participate in any police investigation or legal proceeding.

d. Your Content. For the Initial Term or any Renewal Term, you grant a non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license, to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), sublicense, distribute, prepare derivative works of, or incorporate into other works, and otherwise use, display and perform all

acts as may be necessary for Amilia to provide the SmartRec Solution to you regarding any and all information about your goods and services (“**License for your services**”), including any trademarks, trade names, service marks, logos, images, descriptions or other text, telephone numbers, and addresses therein, for any purpose, whether on the Amilia public website, third-party websites, mobile applications, syndicated advertisements or otherwise to, and only to provide the services contemplated by this Agreement, unless otherwise agreed to in writing with Customer. The license rights granted hereby will apply to any form, media, or technology. The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your information pursuant to the license rights granted to Amilia herein, to the best of your knowledge, does not and will not infringe any rights, including but not limited to Intellectual Property Rights or privacy rights, of any third party.

d. Privacy. You acknowledge having reviewed the Amilia Privacy Policy (<https://www.amilia.com/legal/privacy>) relating to the collection, use and safeguard of the personal information provided to Amilia on its website. If you receive information about others using the SmartRec Solution, you must keep such information confidential and only use it in connection with the SmartRec Solution and your policies relating to the use of information that is confidential or personal or as otherwise permitted by applicable law. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you received express written consent to do so.

e. Your Representations and Warranties. You represent and warrant to Amilia that: (a) you are eligible to register and use the SmartRec Solution and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when registering is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent bona fide sale by you; (d) any sales transactions submitted by you will accurately describe your license for your service sold and delivered to your customers; (e) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve your consumer dispute or complaint directly with your customer; (f) all transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (g) you will not use the SmartRec Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the SmartRec Solution in accordance with the terms of this Agreement.

3. Initial Term, Renewal Term, Suspension and Termination

a. Initial Term. This Agreement (and the Access granted herein) commences upon the Commencement Date and expires on the Expiration Date specified herein, unless otherwise terminated in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall be subject to customer’s annual budget appropriation.,

b. Suspension. With reasonable advance notice to you of not less than 1 day. Amilia may suspend your account and your access to the SmartRec Solution, at its sole discretion, if (i) Amilia reasonably determines in its sole discretion that your use of the SmartRec Solution is causing immediate, material and ongoing harm to the SmartRec Solution (or Amilia’s Intellectual property Rights) or its use by others or abuse or excessively frequent requests to the SmartRec Platform via the API, as determined by Amilia in its sole discretion; (ii) Amilia reasonably determines in its sole discretion that your use of SmartRec Solution disrupts or poses a security risk to the SmartRec Solution or to any other customer of Amilia; (iii) Amilia reasonably determines in its sole discretion that you are using the SmartRec Solution for fraudulent or illegal activities; or (iv) if you fail to make a payment to Amilia when due according to Illinois Local Government Prompt Payment Act and such failure is not cured within ten (10) days after receipt of a notice from Amilia. Amilia is not liable to you or any other person for any damages resulting from a suspension under these circumstances. Amilia will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any End User may incur as a result of a suspension.

c. Termination by either party. This Agreement may be immediately terminated by you or by Amilia: (i) set forth herein and in Sections 6.a or 7.i; (ii) if the other party is in material breach of any of the provisions of the Agreement and such breach is not cured within sixty (60) days after receipt of notice from the non-breaching party; or (iii) if either party commits an Act of bankruptcy. For purposes of this Section 3.c. iii), an “Act of bankruptcy” shall mean, (i) the entry of a decree or order for relief of a party by a court of competent jurisdiction in any involuntary case involving a party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, or other similar agent for a party or for any substantial Part of a party’s assets or property; (iii) the filing with respect to a party of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to any provision of any United States bankruptcy law, including under the *Federal Bankruptcy Code*; (iv) the commencement by a party of a voluntary case under any bankruptcy,

insolvency, or other similar law now or hereafter in effect; or (v) the making by a party of any general assignment for the benefit of creditors.

d. Termination by You. To the extent that the Initial Term is for a period exceeding 12 months, you may terminate this Agreement at the expiration of the 12-month period starting as at the Commencement Date of the Initial Term by giving a written notice of 90 days to Amilia. The effective date of such termination shall be at the expiration of such 90-days notice.

e. Effects of Suspension or Termination. Upon suspension or termination of this Agreement, you agree: (i) to immediately deactivate your account and your access to the SmartRec Platform; (ii) to immediately cease use of the SmartRec Solution; (iii) to discontinue use of any Amilia Trademarks or other Intellectual Property Rights of Amilia and to immediately remove any Amilia Trademarks from your website; (iv) that the Access granted by Amilia to you under this Agreement shall terminate; and (v) that Amilia may immediately deactivate your Account and your access to the SmartRec Platform and after sixty (60) days, Amilia may delete your Account from Amilia's "live" site. During such 60 days and upon your written request, Amilia will grant you limited access to the SmartRec Platform for the sole purpose of allowing you to retrieve your data, (vi) that you will not be refunded the remainder of any fees that you paid for the SmartRec Solution prior to such termination or suspension; and (vii) that Amilia will not be liable to you for compensation, reimbursement, or damage in connection with your use, termination, suspension of the SmartRec solution or deletion of your information or account data.

f. Termination Due to Lack of Appropriations. To the extent applicable, all payment obligations under this Agreement are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. You will use reasonable efforts to ensure appropriated funds are available. For the term of this Agreement, which extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined by your good faith. If, in your judgement, sufficient funds are not appropriated to maintain the services set forth in this Agreement the function performed in this Agreement and for the payment of the fees hereunder, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding, provided that you agree to give written notice of termination to Amilia at least ninety (90) written notice prior to the end of its then current fiscal year, stating its reasons for termination. In the event of termination due to a lack of appropriations, you will pay Amilia for all fees and expenses related to the services you have received, or Amilia has incurred or delivered, prior to the effective date of termination. You agree that should it terminate in accordance with this

paragraph, it shall not obtain services which are substantially equal to or similar to those for which this Agreement was entered into during the same fiscal year to which the termination applies and this provision shall not be construed to allow you to terminate the Agreement, in order to acquire similar licenses or services from a third party.

g. Mutual Termination at any time by written agreement of the parties.

4. Confidential Information.

a. "Confidential Information" means any information provided by either party (a "**Disclosing Party**") and any information received by the other party (a "**Receiving Party**") in connection with this Agreement, including the terms and conditions of this Agreement, which is not otherwise available to the general public without restriction as well as any and all other Intellectual Property Rights, proprietary knowledge, trade secrets, customer lists or information concerning the Disclosing Party's internal affairs, technical information, specifications, drawings, documentation and "know-how" of every kind and description supplied by the Disclosing Party, or indirectly by any of its affiliates, under this Agreement or otherwise. All Confidential Information of a Disclosing Party is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and protect the Confidential Information of the Disclosing Party as confidential and shall not reproduce or divulge the Confidential Information of the Disclosing Party in whole or in part to any third party, except as authorized in writing by the Disclosing Party or as permitted by this Agreement. The Receiving Party may disclose Confidential Information only to its affiliates, employees, directors, or officers on a "need to know" basis, provided that each such affiliates, employee, director or officer, as applicable, shall have signed a confidentiality undertaking no less restrictive than the provisions of this Section 4. Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party; (iii) information that was in the Receiving Party's possession at the time of disclosure by the Disclosing Party, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (iv) information that the Receiving Party can demonstrate resulted from its own research and development, independent of disclosures by the Disclosing Party; or (v) information that the Receiving Party received from third parties, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis. Notwithstanding anything in this Agreement to the

contrary, the Receiving Party may disclose confidential information pursuant to any Illinois Freedom of Information Act request, governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar requirement, provided that the Receiving Party immediately, to the extent legally permissible and practicable, notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Receiving Party shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability. The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party's Confidential Information and all portions and copies thereof, which are in Receiving Party's possession or control. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that any other available remedies are inadequate. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Intellectual Property Rights.

All patents, patent applications, copyright, names, trademarks, service marks, trade dress, know-how, trade secrets, industrial designs, other similar instruments, or rights whether proprietary or otherwise, whether registered or unregistered, and all rights in relation to any of the foregoing which are recognized in any jurisdiction ("**Intellectual Property Rights**") owned or held by Amilia shall always remain Intellectual Property Rights of Amilia. Nothing in this Agreement shall be construed or interpreted as conferring upon you any right or interest in the Intellectual Property Rights owned or held by Amilia, whether in the SmartRec Platform, the API or otherwise, other than as expressly set forth in this Agreement. All data entered or uploaded by you except for transaction

data shared with the user, is yours and exclusive property. Amilia is free to use or disclose any comments or ideas that you submit to Amilia without any compensation to you. You further acknowledge that, by acceptance of your suggestions for any feature or aspect of the SmartRec Platform or the API, Amilia does not waive any rights to use similar or related ideas previously known to Amilia, or developed by your employees, or obtained from sources other than yours.

6. Liability

a. Amilia Liability. To the full extent permitted by applicable law and subject to Section 6.c., Amilia, at its own expense, will defend and indemnify you from and against all claims, suits and proceedings ("**Claims**") (i) alleging that the SmartRec Platform, and your use of the SmartRec Platform in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of a third party; (ii) arising out of Amilia's breach of Section 4 (Confidential Information); (iii) arising out of Amilia's breach of Section 1.g. (Amilia Representations and Warranties); or (iv) arising out of the negligence or wilful misconduct by its employees or agents. If a Claim is brought or threatened against you alleging infringement of the Intellectual Property Rights of a third party, Amilia will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license (or other rights) that will protect you against such Claim without cost to you; (b) to modify or replace all or portions of the SmartRec Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement. The rights and remedies granted to you in this section state Amilia's entire liability, and are your exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party. This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SmartRec Solution in combination with data, software, hardware, equipment, or technology not provided by Amilia or authorized by Amilia in writing; (B) modifications to the SmartRec Solution not made by Amilia; (C) your data or Content.

b. Your Liability. To the full extent permitted by applicable law and subject to Section 6.c., you will, at your own expense, defend and indemnify Amilia, its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (the "**Amilia Parties**") harmless from and against all Claims (i) alleging that your data or any of your trademarks, or Amilia's use thereof in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (ii) arising out of your breach of section 4 (Confidential Information); (iii) arising out of your access to or use of the SmartRec Solution other than in accordance with the terms of this Agreement; (iv) arising out of your breach of Section 2 e) (Your Representations and warranties); or (v) arising out

of the negligence or wilful misconduct by you or any of your employees agents; and will hold the Amilia Parties harmless from and against all liability, damages, expenses and costs finally awarded or agreed to be paid in settlement (including, without limitation, reasonable legal fees) (collectively, “Losses”) to the extent based upon such a Claim.

c. Limitation of Liability

(i) IN NO EVENT SHALL (I) EITHER PARTY, (II) ITS RESPECTIVE SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SMARTREC PLATFORM OR THE API.

(ii) UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SMARTREC PLATFORM, THE API, YOUR ACCOUNT, THE SMARTREC PLATFORM SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION AS DESCRIBED IN SECTION 1.e.); (D) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SMARTREC PLATFORM OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (G) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY; (H) COST OF REPLACEMENT GOODS OR SERVICES, AND/OR (I) THE DEFAMATORY, OFFENSIVE, OR ILLEGACONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR

DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(iii) WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF ACCESS FEES PAID BY YOU TO AMILIA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR THE LOSS. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

d. Amilia Insurance coverage. Amilia will name the customer as an additional insured on its insurance policy, and, at its expense and at all times during the Initial Term or any Renewal Term, hold and maintain commercially reasonable insurance policies, as determined by Amilia in its own discretion.

7. General Terms

a. Disputes; Choice of Law; Jurisdiction and Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Illinois, without regard to conflict of law rules and to the exclusive jurisdiction of the courts of the state of Illinois for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF Illinois.

b. No Waiver or Limitation. A party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement does not limit any rights that either party may have under trade secret, copyright, patent, or other laws.

c. Right to Change. At any time during the Initial Term or any Renewal Term, Amilia has the right to change, delete, discontinue, or impose conditions on any feature or aspect of the SmartRec Platform or the API that Amilia in its sole discretion deem to be reasonable in the circumstances, including by way of a notice on its website, by email or any other website maintained or owned by Amilia for the purposes of providing services in connection with this Agreement, provided that the SmartRec Platform shall continue to perform substantially

in accordance with the Documentation, and provided that you shall have the right to terminate the agreement. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

d. Amendment. Unless otherwise stated in this Agreement, this Agreement may not be amended or modified except in writing signed by both parties.

e. Disclosures and Notices. You agree and accept that Amilia can provide disclosures and notices regarding the SmartRec Platform and the API to you posting such disclosures and notices on its website and emailing them to the administrator's email address listed in your account. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

f. Independent Contractor. Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

g. Successors and Assignment. This Agreement is binding upon the parties and their respective successors and permitted assigns.

h. Third Party Platforms and Links to Other Websites. You may be offered services, products and promotions provided by third parties and not by Amilia, and the Amilia website may contain links to third-party websites as a convenience to you. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. Amilia is not responsible for the performance of these services and does not approve of, endorse, or warrant the performance of these services. When you use any such link to go from Amilia's websites to another website, the Amilia Privacy Policy is no longer in effect.

i. Force Majeure. "Force Majeure Event" means fire, telecommunications failures, utility failures, power failures, equipment failures, labour strife, riots, war, terrorist attack, public health emergency, non-performance of vendors or suppliers, acts of God or other cause over which the Affected Party has no reasonable control. If either party (an "**Affected Party**") is delayed from performing any of its obligations (except payment obligations) under this Agreement because of a Force Majeure Event then performance is excused for the period of the delay to the extent the delay is due to a Force Majeure Event and the Affected Party will not be in default under this Agreement. As soon as reasonably practicable after the start of a Force Majeure Event, the Affected Party will give to the other party written notice of the nature and expected duration of such event. If the delay continues for more than 15 days, then the party entitled to

performance may give to the Affected Party notice of immediate termination of this Agreement.

j. Entire Agreement. These terms and conditions and the content of this Agreement to which this Appendix A is attached constitute the entire agreement between the parties with respect to the matters covered by such Software as a Service Agreement and this Appendix A.

k. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

l. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement remain in effect in accordance with its terms upon the termination of this Agreement, including without limitation Sections 3 and 4 of this Agreement.

m. Currency. Monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in United States dollars.

n. Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof will be deemed to be an original instrument, but all such counterparts together will constitute but one agreement. Transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or any other process that accurately transmits the original, for example by email receipt of scanned documents) are considered documents equivalent to original documents and signatures so transmitted and received shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable by and against the parties.



REPORT TO BOARD

FROM: Sarah Sandquist, Executive Director

DATE: July 28th, 2023

SUBJECT: Approval of Access Control at Various Facilities

Background

In 2019 the Champaign Park District (Park District) had its first access control system installed at the Leonhard Recreation Center. This new system offered many new benefits such as:

- Ease of Access for Employees
- Elimination of Traditional Keys
- Ability to Monitor Who is Accessing Facilities
- Easily Add or Remove Access at a Moment's Notice

Since 2019, the Park District has continued to add access control to other facilities as time and budget allowed. It has been added to Bresnan Meeting Center, CUSR Center, Dodds Tennis Center, Martens Center, the Dog Park, and Hessel Park.

In 2022, the Administrative Services Department identified three (3) additional facilities that would benefit from this upgrade and requested funds to be added to the FY23-24 Capital Budget. These facilities include Douglass Community Center, Douglass Annex and Springer Cultural Center.

In addition, the Administrative Services Department was asked to receive quotes to add access control to several outdoor sports locations to better serve staff and patrons. These locations include Zahnd Park, Dodds Soccer, Dodds 4-plex and Dodds 3-plex. In addition to the advantages listed above, adding access control to Zahnd Park will eliminate the need for staff to lock and unlock the restrooms at Zahnd Park on a daily basis, which is required by the grant that was received when building Zahnd Park.

Four (4) additional facilities (Hays Center, Virginia Theatre, Operations, and Sholem Aquatic Center) are not included in the current estimates and will be considered for the next FY Capital Budget.

Budget Impact

The FY23-24 Capital Budget that was approved at the January 11th, 2023, Board meeting, included the following buildings and approved funds to be allocated towards these projects.

Location	Capital Funds Approved	Quote
Douglass Community Center	\$20,000	\$17,492.87
Douglass Annex	\$5,000	\$3,487.37
Springer Cultural Center	\$40,000	\$38,774.44
Total	\$65,000	\$59,754.68

The total cost to install at all three (3) locations will be \$59,754.68. This is \$5,245.32 under the approved budget.

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.

Funds for the following locations were not specifically requested in the current Capital Budget, however, the Risk Management and Safety Fund utilizes other general “recurring” approved capital budget funding and could be allocated at the Board’s discretion to complete these projects this fiscal year. Below are the quotes that were received for each location.

Location	Quote
Zhand Park	\$14,402.92
Dodds Soccer	\$13,784.80
Dodds 3-Plex	\$9,528.04
Dodds 4-Plex	\$17,564.56
Total	\$55,280.32

Options to Consider

The Administrative Services Department has identified three (3) potential options for consideration.

Option #1

Only install access control at Douglass Community Center, Douglass Annex and Springer Cultural Center. These three (3) buildings were approved in the Capital Budget and have been identified as the next buildings that should be upgraded. Total cost of the project would be \$59,754.68.

Option #2

Install access control at Douglass Community Center, Douglass Annex, Springer Cultural Center, and Zahnd Park. The addition of Zahnd Park will eliminate the daily requirement for staff to unlock/lock the restrooms at Zahnd Park. Total cost of the project would be \$74,157.60.

Option #3

Install access control at all recommended locations. Technology-related costs continue to rise and upgrading these locations will bring the Park District one step closer to realizing its goal of having all facilities equipped with access control. The total cost of the project would be \$115,305.

Prior Board Action

The FY23-24 Capital Budget that was approved at the January 11th, 2023, Board meeting, included the following buildings and approved funds to be allocated towards these projects.

Recommended Action

Staff recommend approval of Option #3, accepting all access control quotes from Heart Technologies totaling \$115,305 and authorizing the Executive Director to sign the quotes.

Prepared by:

Joe Kearfott
Assistant Director of Administrative Services

Reviewed by:

Jarrold Scheunemann
Director of Administrative Services



We have prepared a quote for:

Champaign Park District

Access Control at Douglas Annex Building

Quote # JT008200HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Richard Denny

Products

Description	Qty
SINGLE DOOR CONTROLLER POE, 2 Readers, 2 Inputs, 2 Outputs	1
E5M, 8.5H X 11W ENCL, FITS (1) MERCURY EP1501 PANEL WITH 4AH BATTERY, POWER: 6A 12VDC OR 3A 24VDC	1
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC	1
COMPOSITE CABLE	50
HID MULLION READER	1
BOSCH REX WHITE	1
RECESSED DOOR CONTACT	1
9400 ELECTRIC STRIKE	1



Access Control at Douglas Annex Building

Prepared by:

Heart Decatur
Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District
Joe Deluce
(217) 398-2550
joe.deluce@champaignparks.com
706 Kenwood Road
Champaign, IL 61821

Quote Information:

Quote #: JT008200HD
Version: 1
Delivery Date: 07/27/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control at Douglas Annex Building

Total: \$3,487.37

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$1,743.68
30% on Receipt of Materials	1	One-Time	\$1,046.21
20% on Completion	1	One-Time	\$697.47

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$1,743.68

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

Signature: _____

Signature: _____

Name: _____

Name: Joe Deluce

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Heart Technologies will provide and install a S2 access control solution for Champaign Park District at the Douglas Annex Building. This solution will be installed on 1 door. Heart will provide and install 1 S2 Micro Node to control up to 2 doors. Heart will also install a power supply to control the request to exits and the locks. Both these devices will be installed in the mechanical room. Heart will provide and install all components, labor, and testing of each door. The components for the door are as follows:

EAST SIDE DOOR- 1 surface mounted electric strike, 1 door contact, 1 request to exit, and 1 card reader

All labor in proposal is to be done during normal business hours.

Any deviations must be accompanied by a customer signed change order.

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Champaign Park District

Access Control at Douglas

Quote # JT008180HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Derek Rodman

Products

Description	Qty
NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES)	1
LENEL S2 ACCESS CONTROL APPLICATION BLADE	3
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC	1
COMPOSITE CABLE	1200
HID MULLION READER	7
BOSCH REX WHITE	7
RECESSED DOOR CONTACT	7
5100 ELECTRIC STRIKE	3
9400 ELECTRIC STRIKE	2
SCHLAGE M420 MAGLOCK	1
1006CS ELECTRIC STRIKE	1
Power Transfer Door Loop, Surface Mount	1



Access Control at Douglas

Prepared by:

Heart Decatur
Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District
Joe Kearfott
(217) 398-2550
Joe.kearfott@champaignparks.org
512 E Grove St
Champaign, IL 61820

Quote Information:

Quote #: JT008180HD
Version: 1
Delivery Date: 07/27/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control at Douglas

Total: \$17,492.87

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$8,746.44
30% on Receipt of Materials	1	One-Time	\$5,247.86
20% on Completion	1	One-Time	\$3,498.57

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$8,746.44

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

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

Signature: _____
 Name: Joe Kearfott
 Title: _____
 Date: _____

Statement of Work

Heart Technologies provide and install an access control solution for Champaign Park District at Douglass Community Center. This solution will be installed on 7 doors. Heart will provide and install 1 S2 Node with 4 ACM blades to control up to 8 doors. Heart will also install a power supply to control the request to exits and the locks. Both these devices will be installed near the front office area IT rack. Heart will provide and install all components, labor, and testing of each door. The components for each door are as follows:

Front Door- maglock, card reader, door positioning sensor, and request to exit device.

Office Area Door- electric strike, card reader, door positioning sensor, and request to exit device.

Cash Room Door- electric strike, card reader, door positioning sensor, and request to exit device.

Gate- electric strike, card reader, door positioning sensor, and request to exit device.

Equipment Room Door- electric strike, card reader, door positioning sensor, and request to exit device.

Stairs to Classroom from Gym Door- electric strike, card reader, door positioning sensor, and request to exit device.

Back Exit Door- electric strike, card reader, door positioning sensor, and request to exit device.

All labor is to be done during normal business hours.

Any deviations to this proposal must be accompanied by a customer signed change order.

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Champaign Park District

Access Control at Springer

Quote # JT008190HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Derek Rodman

Products

Description	Qty
NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES)	2
LENEL S2 ACCESS CONTROL APPLICATION BLADE	7
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC	2
COMPOSITE CABLE	2400
HID MULLION READER	17
BOSCH REX WHITE	15
RECESSED DOOR CONTACT	16
5100 ELECTRIC STRIKE	2
9400 ELECTRIC STRIKE	4
SCHLAGE M420 MAGLOCK	6
1006CS ELECTRIC STRIKE	4
Piezo Sounder, 1-Gang, 86 DB	1
Power Transfer Door Loop, Surface Mount, 1/4" Inner Diameter, Stainless Steel, With Aluminum Wire Termination Box	1



Access Control at Springer

Prepared by:

Heart Decatur
Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District
Joe Kearfott
(217) 398-2550
Joe.kearfott@champaignparks.org
301 N. Randolph St.
Champaign, IL 61820

Quote Information:

Quote #: JT008190HD
Version: 1
Delivery Date: 07/27/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control at Springer

Total: \$38,774.44

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$19,387.22
30% on Receipt of Materials	1	One-Time	\$11,632.33
20% on Completion	1	One-Time	\$7,754.89

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$19,387.22

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

Signature: _____

Signature: _____

Name: _____

Name: Joe Kearfott

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Heart Technologies will provide and install a S2 access control solution for Champaign Park District, Springer Cultural Center. This solution will be installed on 16 doors throughout the building. Heart will provide and install 2 S2 nodes with 7 ACM blades to control up to 18 doors. Heart will also install 2 power supplies to control the request to exits and the locks. Heart will provide and install all components, labor, and testing of each door.

The components for each door are as follows:

MAIL ROOM DOOR- 1 recessed electric strike, 1 door contact, 1 request to exit, and 1 card reader

SALE ROOM DOOR- 1 recessed electric strike, 1 door contact, 1 request to exit, and 1 card reader

CONFERENCE ROOM 207 DOOR- 1 surface mounted electric strike, 1 door contact, 1 request to exit, and 1 card reader

POTTERY STUDIO 101 DOOR- 1 recessed electric strike, 1 door contact, 1 request to exit, and 1 card reader

DAYCARE 103 DOOR- 1 surface mounted electric strike, 1 door contact, 1 request to exit, and 1 card reader

2ND DAYCARE 103 DOOR- 1 surface mounted electric strike, 1 door contact, 1 request to exit, and 1 card reader

DAYCARE 106 DOOR- 1 electromagnetic maglock, 1 door contact, 1 request to exit, and 1 card reader

DAYCARE 107 DOOR- 1 electromagnetic maglock, 1 door contact, 1 request to exit, and 1 card reader

BASEMENT EXIT DOOR- 1 surface mounted electric strike, 1 door contact, 1 request to exit, 2 card readers, and piezo buzzer.

ROOM 110 DOOR- 1 recessed electric strike, 1 door contact, 1 request to exit, and 1 card reader

ROOM 102 DOOR- 1 electromagnetic maglock, 1 door contact, 1 request to exit, and 1 card reader

2ND ROOM 102 DOOR- 1 electromagnetic maglock, 1 door contact, 1 request to exit, and 1 card reader

ROOM 108 DOOR- 1 electromagnetic maglock, 1 door contact, 1 request to exit, and 1 card reader

ROOM 109 DOOR- 1 recessed electric strike, 1 door contact, 1 request to exit, and 1 card reader

FRONT ENTRY DOOR- 1 electromagnetic maglock, 1 door contact, 1 request to exit, and 1 card reader

EMPLOYEE ENTRANCE DOOR- 1 surface mount electric strike, 1 door contact, 1 request to exit, and 1 card reader

All labor in proposal is to be done during normal business hours.

Any deviations must be accompanied by a customer signed change order.

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no

Statement of Work

fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

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7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Champaign Park District

Access Control at Zahnd Park

Quote # JT009582HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Derek Rodman

Products

Description	Qty
NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES)	1
ACCESS CONTROL APPLICATION BLADE	2
DOOR COMPOSITE CABLE	300
Electromagnetic Lock, 12/24 Volt DC, 300/150 Milliampere, 8" Length x 1-5/8" Depth x 1-7/8" Height, With Face Drilled	6
Adjustable Z-Bracket Model 32/62 Clear Anodized	6
STANDARD SURFACE MOUNT	6
HID multiCLASS SE® RP40 Multi-technology Smartcard Reader - Wall Switch 13.56 mHz EAL5+ Certified OSDP Capable Mobile Configurable	5
Request-to-exit Sensor	6
SDC 2-SPDT Touchless Exit Switch - Remote Control Switch - Door	6
360 DEGREE CEILING MOUNT MOTION DETECTOR	2
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC, BC300 Enclosure	1



Access Control at Zahnd Park

Prepared by:

Heart Decatur

Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District

Joe Kearfott
(217) 398-2550
Joe.kearfott@champaignparks.org
2502 S Staley Road
Champaign, IL 61822

Quote Information:

Quote #: JT009582HD

Version: 1
Delivery Date: 07/28/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control at Zahnd Park

Total: **\$14,402.92**

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$7,201.46
30% on Receipt of Materials	1	One-Time	\$4,320.88
20% on Completion	1	One-Time	\$2,880.58

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$7,201.46

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

Signature: _____

Signature: _____

Name: _____

Name: Joe Kearfott

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Heart Technologies will provide and install access control at Zahnd Park for Champaign Park District. Heart will install access control to 6 doors at the bathrooms/concessions building. Heart will install an S2 node and power supply near the existing IT cabinet. **Champaign Park District will need to provide an IP address on the current S2 IP range.** All material, labor, and programming is included in the proposal.

The doors are as follows:

Mens and Womens Bathroom

Each door will receive:

maglock and z bracket

door positioning sensor

request to exit device

push to exit button

occupancy sensor (to know if anyone is in bathroom after door automatically locks at end of day)

1 card reader will be installed between the doors to control both doors.

Storage room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Maintenance Room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Supervisors Office

maglock and z bracket

card reader

Statement of Work

door positioning sensor

request to exit device

push to exit button

Concessions Room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Labor in this proposal is based on installation occurring during normal business hours. Deviations to this proposal will not be allowed without a customer signed change order(s).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
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7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Champaign Park District

Access Control Dodds 3 Plex

Quote # JT009587HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Derek Rodman

Products

Description	Qty
NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES)	1
ACCESS CONTROL APPLICATION BLADE	1
DOOR COMPOSITE CABLE	200
Electromagnetic Lock, 12/24 Volt DC, 300/150 Milliampere, 8" Length x 1-5/8" Depth x 1-7/8" Height, With Face Drilled	3
Adjustable Z-Bracket Model 32/62 Clear Anodized	3
STANDARD SURFACE MOUNT	3
HID multiCLASS SE® RP40 Multi-technology Smartcard Reader - Wall Switch 13.56 mHz EAL5+ Certified OSDP Capable Mobile Configurable	3
Request-to-exit Sensor	3
SDC 2-SPDT Touchless Exit Switch - Remote Control Switch - Door	3
360 DEGREE CEILING MOUNT MOTION DETECTOR	2
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC, BC300 Enclosure	1



Access Control Dodds 3 Plex

Prepared by:

Heart Decatur
Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District
Joe Kearfott
(217) 398-2550
Joe.kearfott@champaignparks.org
2210 Parkland Way
Champaign, IL 61822

Quote Information:

Quote #: JT009587HD
Version: 1
Delivery Date: 07/28/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control Dodds 3 Plex

Total: \$9,528.04

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$4,764.02
30% on Receipt of Materials	1	One-Time	\$2,858.41
20% on Completion	1	One-Time	\$1,905.61

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$4,764.02

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

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

Signature: _____
 Name: Joe Kearfott
 Title: _____
 Date: _____

Statement of Work

Heart Technologies will provide and install access control at Dodds Park 3 Plex for Champaign Park District. Heart will install access control to 6 doors at the bathrooms/concessions building. Heart will install an S2 node and power supply near the existing IT cabinet. Champaign Park District will need to provide an IP address on the current S2 IP range. All material, labor, and programming is included in the proposal.

The doors are as follows:

Mens Bathroom

maglock and z bracket

door positioning sensor

request to exit device

push to exit button

occupancy sensor (to know if anyone is in bathroom after door automatically locks at end of day)

card reader

Womens Bathroom

maglock and z bracket

door positioning sensor

request to exit device

push to exit button

occupancy sensor (to know if anyone is in bathroom after door automatically locks at end of day)

card reader

Storage room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Statement of Work

Labor in this proposal is based on installation occurring during normal business hours. Deviations to this proposal will not be allowed without a customer signed change order(s).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Champaign Park District

Access Control Dodds 4 Plex

Quote # JT009589HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Derek Rodman

Products

Description	Qty
NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES)	1
ACCESS CONTROL APPLICATION BLADE	3
DOOR COMPOSITE CABLE	400
Electromagnetic Lock, 12/24 Volt DC, 300/150 Milliampere, 8" Length x 1-5/8" Depth x 1-7/8" Height, With Face Drilled	7
Adjustable Z-Bracket Model 32/62 Clear Anodized	7
STANDARD SURFACE MOUNT	7
HID multiCLASS SE® RP40 Multi-technology Smartcard Reader - Wall Switch 13.56 mHz EAL5+ Certified OSDP Capable Mobile Configurable	7
Request-to-exit Sensor	7
SDC 2-SPDT Touchless Exit Switch - Remote Control Switch - Door	7
360 DEGREE CEILING MOUNT MOTION DETECTOR	2
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC, BC300 Enclosure	1



Access Control Dodds 4 Plex

Prepared by:

Heart Decatur
Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District
Joe Deluce
(217) 398-2550
joe.deluce@champaignparks.com
1501 N Mattis
Champaign, IL 61822

Quote Information:

Quote #: JT009589HD
Version: 1
Delivery Date: 07/28/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control Dodds 4 Plex

Total: \$17,564.56

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$8,782.28
30% on Receipt of Materials	1	One-Time	\$5,269.37
20% on Completion	1	One-Time	\$3,512.91

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$8,782.28

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

Signature: _____

Signature: _____

Name: _____

Name: Joe Deluce

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Heart Technologies will provide and install access control at Dodds Park 4 Plex for Champaign Park District. Heart will install access control to 7 doors at the bathrooms/concessions building. Heart will install an S2 node and power supply near the existing IT cabinet. **Champaign Park District will need to provide an IP address on the current S2 IP range.** All material, labor, and programming is included in the proposal.

The doors are as follows:

Mens Bathroom

maglock and z bracket

door positioning sensor

request to exit device

push to exit button

occupancy sensor (to know if anyone is in bathroom after door automatically locks at end of day)

card reader

Womens Bathroom

maglock and z bracket

door positioning sensor

request to exit device

push to exit button

occupancy sensor (to know if anyone is in bathroom after door automatically locks at end of day)

card reader

Storage room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Electrical Room (1)

Statement of Work

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Electrical Room (2)

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Supervisors Office

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Concessions Room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Statement of Work

Labor in this proposal is based on installation occurring during normal business hours. Deviations to this proposal will not be allowed without a customer signed change order(s).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
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5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



We have prepared a quote for:

Champaign Park District

Access Control Dodds Soccer

Quote # JT009588HD Version 1

Prepared by:

Jason Thompson

Engineered by:

Derek Rodman

Products

Description	Qty
NETWORK NODE IN WALL MOUNT ENCLOSURE WITH 1 S2 ACM BLADE (SUPPORTS UP TO 7 S2 APPLICATION BLADES)	1
ACCESS CONTROL APPLICATION BLADE	2
DOOR COMPOSITE CABLE	300
Electromagnetic Lock, 12/24 Volt DC, 300/150 Milliampere, 8" Length x 1-5/8" Depth x 1-7/8" Height, With Face Drilled	5
Adjustable Z-Bracket Model 32/62 Clear Anodized	5
5100 ELECTRIC STRIKE	1
STANDARD SURFACE MOUNT	6
HID multiCLASS SE® RP40 Multi-technology Smartcard Reader - Wall Switch 13.56 mHz EAL5+ Certified OSDP Capable Mobile Configurable	5
Request-to-exit Sensor	6
SDC 2-SPDT Touchless Exit Switch - Remote Control Switch - Door	5
360 DEGREE CEILING MOUNT MOTION DETECTOR	2
Power Supply Charger, Single Class 2 Output, 12/24VDC @ 6A, 115VAC, BC300 Enclosure	1



Access Control Dodds Soccer

Prepared by:

Heart Decatur

Jason Thompson
(309) 427-7217
jthompson@heart.net
860 E. Pershing Rd.
Decatur, IL 62526

Prepared for:

Champaign Park District

Joe Kearfott
(217) 398-2550
Joe.kearfott@champaignparks.org
706 Kenwood Road
Champaign, IL 61821

Quote Information:

Quote #: JT009588HD

Version: 1
Delivery Date: 07/28/2023
Expiration Date: 08/28/2023

Quote Summary

Description
Access Control Dodds Soccer

Total: **\$13,784.80**

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$6,892.40
30% on Receipt of Materials	1	One-Time	\$4,135.44
20% on Completion	1	One-Time	\$2,756.96

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$6,892.40

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart Decatur

Champaign Park District

Signature: _____

Signature: _____

Name: _____

Name: Joe Kearfott

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work

Heart Technologies will provide and install access control at Dodds Soccer Park for Champaign Park District. Heart will install access control to 6 doors at the bathrooms/concessions building. Heart will install an S2 node and power supply near the existing IT cabinet. **Champaign Park District will need to provide an IP address on the current S2 IP range.** All material, labor, and programming is included in the proposal.

The doors are as follows:

Mens and Womens Bathroom

Each door will receive:

maglock and z bracket

door positioning sensor

request to exit device

push to exit button

occupancy sensor (to know if anyone is in bathroom after door automatically locks at end of day)

1 card reader will be installed between the doors to control both doors.

Storage room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Electrical Room

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Supervisors Office

Statement of Work

maglock and z bracket

card reader

door positioning sensor

request to exit device

push to exit button

Concessions Room

electric strike

card reader

door positioning sensor

request to exit device

Labor in this proposal is based on installation occurring during normal business hours. Deviations to this proposal will not be allowed without a customer signed change order(s).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials , Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
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3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
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5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.