



**CHAMPAIGN
PARK DISTRICT**

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

Citizens may livestream or listen to the study session by accessing the following web address or phone number:
<https://us02web.zoom.us/j/85889942842?pwd=TWdrNXUxS3NpbURPdmgrd2xpMHBVUT09>
Public comment is not available through online video or telephone at this time. For those who are interested in sharing public comment, please join the meeting in-person at the address, time, and date listed above.

For online video access, please use the following Meeting ID and Password when prompted:
Meeting ID: 858 8994 2842
Passcode: 955382

Alternatively, the meeting may be accessed by telephone at:
1-312-626-6799, If prompted for the following items, please enter:
Meeting ID: 858 8994 2842, followed by the # symbol
Password: 955382, followed by the # symbol

**Wednesday, April 24, 2024
5:30 P.M.**

A. CALL TO ORDER

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

C. DISCUSSION

1. Board Meeting Format [Link](#)
2. Easement Request – Dodds Park [Link](#)

D. COMMENTS FROM COMMISSIONERS

E. ADJOURN



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: April 24, 2024

SUBJECT: Board Meeting Format Discussion

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 a101- 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 amended Senate Bill 2135 to amend 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 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 only requires audio recording of executive sessions, which the Board can choose to destroy after it has approved the minutes of those meetings and eighteen (18) months' time has passed. However, recent advances in technology have significantly increased accessibility and transparency through video conferencing and the public is more likely to anticipate this as an option for board meetings after the long duration of the pandemic made video conferencing a necessity.

Prior Board Action

The Board discussed the electronic presentation of its meetings at its May 24, 2023, Special Board meeting and the June 14, 2023, Regular Board Meeting.

The Board approved livestreaming its meetings through Zoom video conference via Owl meeting conference camera system at its August 9, 2023, Regular Board Meeting.

At the January 10, 2024, Regular Board Meeting, the Board explored options for video recording their meetings and uploading them online after the meetings.

Budgetary Impact

The impact on the budget would be nominal. Staff will leverage a current YouTube subscription to post meetings online without increasing expenses. Additional staff time will be necessary to upload and post recordings.

Discussion

Staff were requested to investigate records retention and posting requirements as well as budgetary impacts. Though not mutually exclusive, transparency, candor, and advancements in technology have been points of consideration for the Board.

The Board is not required to record open meetings, only audio record executive sessions. The Park District's current application for authority to dispose of local records provides the following *recommendation* for audio and video recordings of open Board meetings: *"Retain audio recordings for sixty (60) days after adoption of minutes, then dispose of. Retain video recordings for thirty (30) days after last airing, then dispose of."*

Current practices of other local governments and other Park Districts indicate that online postings of recorded meetings are uploaded in perpetuity. One Park District Board approved posting of audio recordings of its open meetings. Years later this Board chose not to continue posting audio recordings of open meetings, however, the previously uploaded recordings remain online.

Staff request the Board discuss and come to consensus regarding posting its meetings online and the duration of retention for video meeting recordings.

Prepared by:

Jarrold Scheunemann
Deputy Executive Director

Reviewed by:

Sarah Sandquist
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: April 24, 2024

SUBJECT: Easement Request – Dodds Park

Background

On April 15, 2024, the City of Champaign requested a forty-five (45) foot by three-hundred twenty (320) foot easement to install storm water infrastructure on the very northeast corner of Dodds Park. Supporting construction drawings are included. This request is part of the much larger Garden Hills neighborhood flooding project. The storm line will run from the new stormwater basin along Hedge Rd., through other properties, before reaching Dodds Park and will be integrated with existing structure at that point.

Site Analysis

Staff reviewed the site. The requested area is entirely turf grass and no trees exist within this area. Other utilities, including water, electrical, and storm sewer already exist in the area. No other infrastructure exists in the area. The Park District has no plans to improve, build upon, or alter the current use of the area in the Capital Improvement Plan (10 years).

Potential Fees

Staff have preliminarily calculated approximately \$6,200 in fees (plus attorney's fees) based on the Park District's easement ordinance. This will be recalculated as the project progresses.

Process

Review by the Park District's legal counsel is underway. The City's requested Easement language is attached.

Dodds Park has restricted covenants in place on the area requested from a Land and Water Conservation Fund Grant (Project # 17-00413), which was completed on March 7, 1979, and relates to the Greenway Bike Path. With that encumbrance, the easement request must also be approved by the Illinois Department of Natural Resources (DNR). Therefore, staff have asked the IDNR to simultaneously begin their review process with the Park District's review. However, it is customary to have the local government approve the request first.

Action Requested

This item is for discussion at this time. Staff anticipate the Park District counsel's will complete their review and easement preparation in time for the Board of Commissioners consideration for approval at the May 8, 2024, Regular Board meeting.

Prepared by:

Daniel J. Olson
Director of Operations and Planning

Reviewed by:

Sarah Sandquist
Executive Director

PERMANENT EASEMENT

The GRANTOR of this Permanent Street Storm Sewer Easement is the Champaign Park District, an Illinois Municipal Corporation, as owner (the “GRANTOR”). The GRANTEE of this easement is the CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation (the “GRANTEE”). The GRANTOR, for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, and the conditions and agreements hereinafter contained, hereby gives, grants, and conveys to the GRANTEE, a permanent nonexclusive easement, privilege, right and authority to do and conduct all activities necessary to work, erect, construct, install and/or lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove and authority to do and conduct all activities necessary for the construction, improvement or repair of a storm sewers and manhole access structures (hereafter referred to as the “Improvement”) over, and through the land of the GRANTOR marked and labeled as the “permanent easement” having an area of 13,936 square feet (0.320 acres) as shown on the Permanent Easement Plat attached hereto and incorporated by reference herein (the “Easement Area”), which such Easement Area is located on and a part of the Property which is described as follows:

Part of PIN 41-20-03-401-003

LEGAL DESCRIPTION:

A permanent utility easement being a part of Dodds Park – Champaign Park District, being further described as follows:

Beginning at the Northwest corner of the following described tract:

Commencing at the Southeast corner of Section 3, Township 19 North, Range 8 East of the Third Principal Meridian, said point also being the intersection of Bradley Avenue and Mattis Avenue, in Champaign County, Illinois, thence Northerly 1876.99 feet to the point of beginning; thence West 461.73 feet; thence North 390.05 feet; thence Southeasterly and Easterly 477.17 feet to a point intersecting said Mattis Avenue; thence Southerly parallel with said Mattis Avenue a distance of 242.55 feet to the place of beginning, situated in Champaign County, Illinois;

Thence South 0° 26' 27" West along the West line of said Tract 49.50 feet; thence North 64° 56' 49" West along a line 45.00 feet Southerly of and of parallel to a Northwesterly extension of the Northerly line of said Tract, said extension also being the Northerly line of Dodds Park 320.00 feet; thence North 25° 03' 11" East 45.00 feet to said Northerly line of Dodds Park; thence South 64° 56' 49" East along said Northerly line of Dodds Park 299.39 feet to the point of beginning; encompassing 13936 square feet (0.320 acres), more or less.

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

1. That the GRANTOR shall retain all rights not herein granted, to the ownership, use and occupation of the above described Easement Area. Upon sending of Notice by the City or its authorized agent, the GRANTOR shall vacate the Easement Area within the time indicated in such Notice, which in no event will be less than five (5) days. The GRANTOR shall remove everything placed or parked within the Easement Area, including permanent buildings or structures, obstacles, obstructions, furniture, vehicles, trees, bushes, shrubs, plants, gardens, machinery and supplies. The GRANTOR shall not deny or impair the GRANTEE or its contractor's access to the Easement Area for purposes of construction, maintenance, repair or replacement of the Improvement. During the period of construction or maintenance of said Improvement, the GRANTEE shall have the exclusive use of the Easement Area for any and all construction or maintenance work. The GRANTEE is expressly given the right to modify, repair and/or construct new Improvements at any time within the Easement Area which are for public use.
2. That all materials, equipment, tools, supplies and apparatus used in the construction and/or maintenance of said Improvements and all surplus soil and debris excavated in the course of the construction and/or maintenance of the Improvements may be transported to or from and be used upon the site of said construction work, on and across the Easement Area, and over the remainder of the GRANTOR'S Property in a reasonable working space adjacent to the work being performed in the Easement Area. GRANTOR shall not restrict or impede the GRANTEE or its contractor's access to, ingress to or egress from the Improvements.
3. That the GRANTEE or its contractors shall restore the surface area within the Easement Area, and on GRANTOR'S adjacent land, which is disturbed in any way by construction and/or maintenance of the Improvements. This shall include preparing and grading for seeding and reseeded the affected area(s) disturbed in any way by construction and/or maintenance.

4. That the GRANTOR may remove any structures, sod, trees, bushes, shrubs and plants of any kind which are on any part of the Easement Area, prior to the construction and/or maintenance of the said Improvements, it being understood that the GRANTEE may remove small portable structures, rock, gravel, signs, parking directional equipment or signage, sod, trees, bushes, shrubs and plants of any kind which are on any part of the Easement Area, during the construction, replacement or maintenance of the said Improvements. GRANTEE shall not be obligated to replace small portable structures, trees, bushes, shrubs and plants of any kind which are located within the Easement Area at any time, and which are removed or damaged by GRANTEE.
5. Consideration herein shall be, in addition to any other consideration contemplated herein, full payment for any damages to the GRANTOR'S property, or the property of its successors and assigns, by reason of the installation, improvement, repair, removal, operation and maintenance of the Improvements. The terms and conditions herein set forth shall be binding upon the heirs, executors, administrators and assigns of the GRANTOR.
6. GRANTEE covenants and agrees that GRANTEE shall not permit any mechanic's liens, encumbrances, or any other liens to be attached to or filed against the Easement Area or any other portion of GRANTOR'S Property, or any improvements thereon which result from or arise out of any act or work performed by or on behalf of GRANTEE or any of GRANTEE'S employees, contractors, subcontractors, agents or representatives in the construction, replacement or maintenance of the Improvements, or in the performance of any other right or obligation of GRANTEE arising hereunder. In the event any such lien is attached to or filed against the Easement Area or any other portion of GRANTOR'S Property or any improvement thereon, then, in addition to any other right or remedy of GRANTOR at law or equity, GRANTOR may, but shall not be obligated to, discharge the same. Any amount paid by GRANTOR for any of the aforesaid purposes shall be paid by GRANTEE to GRANTOR immediately on demand. GRANTEE shall be responsible for reasonable attorney's fees incurred by the GRANTOR in obtaining the removal of any lien which results from the activities and operations of GRANTEE.
7. GRANTEE, on behalf of itself and GRANTEE'S successors and assigns, agrees to release, defend, indemnify and hold harmless GRANTOR from and against any and all claims, actions, causes of action, demands, liabilities, costs, losses, expenses (including reasonable attorneys' fees and costs of court) and damages asserted or claimed against GRANTOR by any person, injury to any person (including death) or damage to any property arising out of the use of or entry upon the Easement Area or GRANTOR'S Property by GRANTEE or any of GRANTEE'S employees, agents, contractors, subcontractors or invitees, including but not limited to the construction, replacement and maintenance of the Improvements on the Easement Area, where such injury or damage is proximately caused by the act, omission, or the sole, joint, concurrent, contributing or comparative negligence or fault of GRANTEE or GRANTEE'S employees, agents, contractors, subcontractors or invitees but shall not include any claims, actions, causes of action, demands, liabilities, costs, losses, expenses or damages asserted or claimed as a

result and to the extent of the joint, concurrent, contributing or comparative negligence or fault of the GRANTOR.

GRANTEE, on behalf of itself and GRANTEE'S successors and assigns, further agrees to release, defend, indemnify and hold the GRANTOR harmless from and against any and all claims, actions, causes of action, demands, liabilities, costs, losses, expenses (including reasonable attorneys' fees and costs of court) and damages, including but not limited to, damages to real or personal property, personal injury or death of any person, arising out of, or in any way related to, the presence or release of hazardous substances, pollutants or other contaminants at, under, or on the Easement Area or GRANTOR'S Property, to the extent said presence or release of hazardous substances, pollutants or other contaminants is proximately caused by GRANTEE or any of GRANTEE'S employees, agents, contractors, subcontractors or invitees during the construction, replacement or maintenance of the Improvements.

- 8. If either party is in default of any provision of this easement agreement, the defaulting party shall be responsible for costs and attorneys' fees incurred by the non-defaulting party as a result of such default.
- 9. The terms and conditions hereof shall constitute a covenant which runs with the land, and shall extend to and be obligatory upon the executors, administrators, and assigns of the GRANTOR and upon the GRANTEE and its successors.

WITNESS our hands and seal this _____ day of _____, 20____.

Champaign Park District, a Municipal Corporation,

BY: _____
Its

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that POWER OF ATTORNEY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in their capacity as Power of Attorney for the GRANTOR, CHAMPAIGN PARK DISTRICT, as his or her free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

Approved as to form:

By: _____
City Attorney

ACCEPTED: City of Champaign, Illinois, a
Municipal Corporation

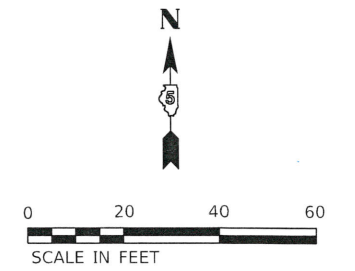
Date: _____

By: _____
City Manager

ATTEST: _____
City Clerk

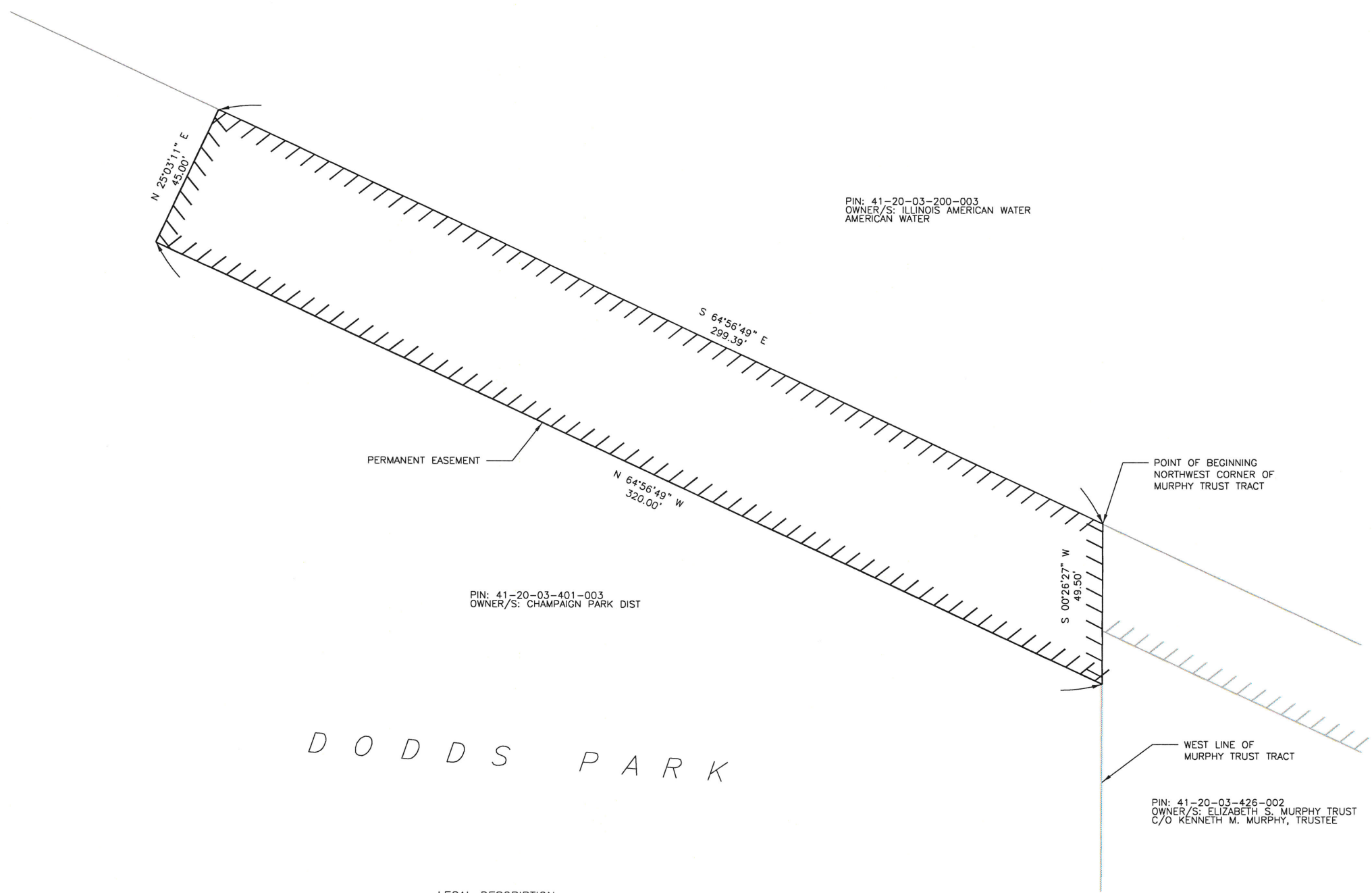
Prepared By & Return To:
City of Champaign
Legal Department
102 N. Neil Street
Champaign, IL 61820
(217) 403-8765

PERMANENT UTILITY EASEMENT
 OWNER/S: CHAMPAIGN PARK DISTRICT
 PERMANENT UTILITY EASEMENT AREA = 13936 S.F. (0.32 ACRE ±)



LEGEND

- PROPERTY LOT LINE
- ////// PROPOSED PERMANENT UTILITY EASEMENT LINE
- TT TT TT T PROPOSED TEMPORARY CONSTRUCTION EASEMENT LINE
- 41-20-02-337-030 ASSESSOR PIN



PIN: 41-20-03-200-003
 OWNER/S: ILLINOIS AMERICAN WATER
 AMERICAN WATER

PIN: 41-20-03-401-003
 OWNER/S: CHAMPAIGN PARK DIST

POINT OF BEGINNING
 NORTHWEST CORNER OF
 MURPHY TRUST TRACT

WEST LINE OF
 MURPHY TRUST TRACT

PIN: 41-20-03-426-002
 OWNER/S: ELIZABETH S. MURPHY TRUST
 C/O KENNETH M. MURPHY, TRUSTEE

D O D D S P A R K

STATE OF ILLINOIS)
) S.S. SURVEYORS STATEMENT
 COUNTY OF CHAMPAIGN)

I, CHAD M. OSTERBUR, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3815 DO HEREBY STATE THAT AT THE REQUEST OF THE CITY OF CHAMPAIGN, IN ORDER TO FACILITATE THE ACQUISITION OF RIGHT OF WAY OR EASEMENTS FOR THE GARDEN HILLS DRAINAGE IMPROVEMENTS, I HAVE PROVIDED THIS PROFESSIONAL SERVICE AND THAT THIS SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS

I FURTHER STATE THAT THE FIELD SURVEY AND ATTACHED PLAT WERE MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLAT IS A CORRECT REPRESENTATION OF SAID FIELD SURVEY.



Chad M. Osterbur 10/11/23

CHAD M. OSTERBUR
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3815
 CHAMPAIGN, ILLINOIS
 LICENSE EXPIRES NOVEMBER 30, 2024. DATE:

LEGAL DESCRIPTION

A PERMANENT UTILITY EASEMENT BEING A PART OF DODDS PARK -CHAMPAIGN PARK DISTRICT, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT ALSO BEING THE INTERSECTION OF BRADLEY AVENUE AND MATTIS AVENUE, IN CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTHERLY 1876.99 FEET TO THE POINT OF BEGINNING; THENCE WEST 461.73 FEET; THENCE NORTH 390.05 FEET; THENCE SOUTHEASTERLY AND EASTERLY 477.17 FEET TO A POINT INTERSECTING SAID MATTIS AVENUE; THENCE SOUTHERLY PARALLEL WITH SAID MATTIS AVENUE A DISTANCE OF 242.55 FEET TO THE PLACE OF BEGINNING, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS;

THENCE SOUTH 0°26'27" WEST ALONG THE WEST LINE OF SAID TRACT 49.50 FEET; THENCE NORTH 64°56'49" WEST ALONG A LINE 45.00 FEET SOUTHERLY OF AND PARALLEL TO A NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID TRACT, SAID EXTENSION ALSO BEING THE NORTHERLY LINE OF DODDS PARK 320.00 FEET; THENCE NORTH 25°03'11" EAST 45.00 FEET TO SAID NORTHERLY LINE OF DODDS PARK; THENCE SOUTH 64°56'49" EAST ALONG SAID NORTHERLY LINE OF DODDS PARK 299.39 FEET TO THE POINT OF BEGINNING; ENCOMPASSING 13936 SQUARE FEET (0.320 ACRES), MORE OR LESS.

PERMANENT
 EASEMENT PLAT

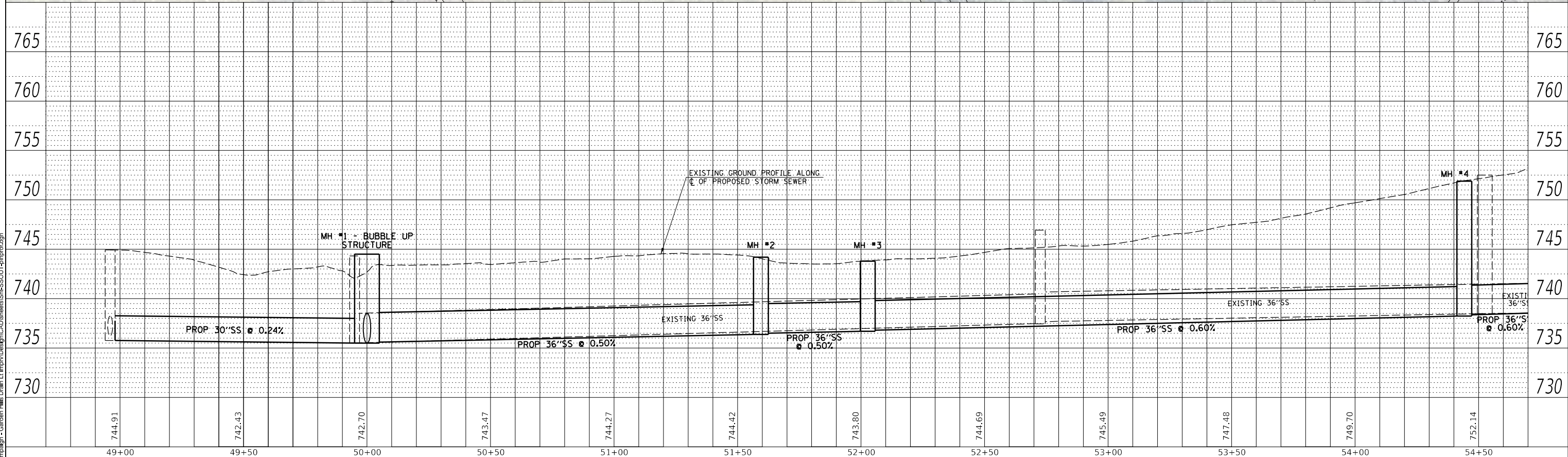
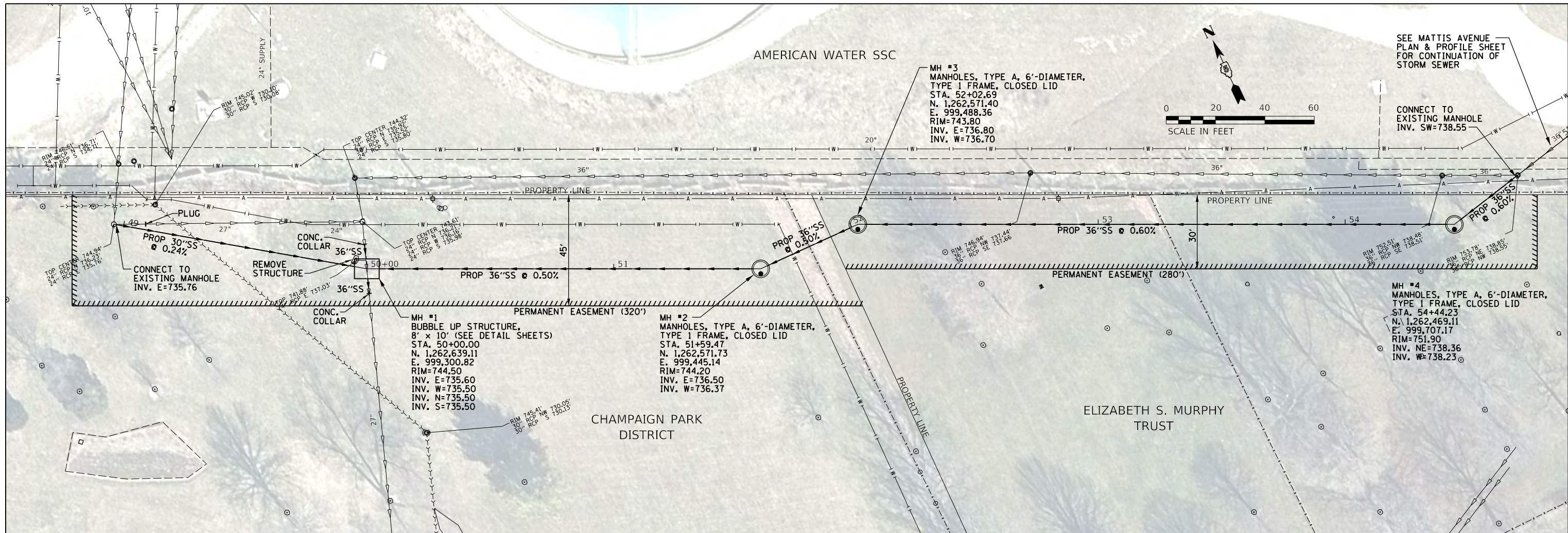
FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL
 ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
 IOWA
 WISCONSIN

DATE	
BY	
PLAN	SURVEYED
	PLOTTED
	ALIGNED
	CHECKED
	NOTARIS
	FILED
NO.	

DATE	
BY	
PROFILE	SURVEYED
	PLOTTED
	GRADES
	CHECKED
	STRUCTURE
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	FILED
NO.	



ClarkDietz
DESIGN FIRM REGISTRATION No. 184-000450

125 WEST CHURCH STREET
CHAMPAIGN, IL 61820
PHONE: 217.373.8900
WWW.CLARKDIETZ.COM

DESIGNED -	REVISED -
DRAWN -	REVISED -
CHECKED -	REVISED -
DATE -	DECEMBER 2022

City of CHAMPAIGN

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

PLAN AND PROFILE STORM SEWER OUTFALL

SCALE: 1"=20'

SHEET OF SHEETS STA. TO STA.

SECTION	COUNTY	TOTAL SHEETS	SHEET NO
	CHAMPAIGN	XX	
ILLINOIS			