



CHAMPAIGN PARK DISTRICT

**AGENDA
ANNUAL MEETING IMMEDIATELY
FOLLOWED BY REGULAR BOARD MEETING
Bresnan Meeting Center
706 Kenwood Road, Champaign, Illinois
Wednesday, May 8, 2024
5:30 P.M.**

Citizens may livestream or listen to the Annual Meeting and Regular Board meeting 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 conference at this time. For those who are interested in sharing public comment, please join the meetings 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: 869 4997 3253
Passcode: 123607

Alternatively, the meeting may be accessed by telephone at:
1-312-626-6799, If prompted for the following items, please enter:
Meeting ID: 869 4997 3253, followed by the # symbol
Password: 123607, followed by the # symbol

ANNUAL MEETING

A. CALL TO ORDER

B. ELECTION OF OFFICERS

1. Election of President
2. Election of Vice President

C. APPOINTMENT OF OFFICERS

1. Appointment of Secretary
2. Appointment of Assistant Secretary
3. Appointment of Treasurer

D. APPOINTMENT OF BOARD MEMBERS TO BOARDS AND COMMITTEES

1. Appointment to Champaign Parks Foundation Board

E. ADJOURN

REGULAR MEETING

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

Public comments are important to the Board. However, it is the Board's policy not to take action on items until time has been taken to gather and evaluate information, as well as discuss available options. The absence of an immediate response does not indicate a lack of interest in the matter. During the community input portion of the agenda, the Board may typically ask residents to provide input before nonresidents.

The purpose of public participation is to allow the public to address and inform the Board. Please remember that the board has a limited time to hear from citizens while also efficiently conducting park district business. After an individual has spoken, that individual may not address the same issue again. Any limitation about addressing the board may be waived by it. Planned agenda presentations may, within the Board's discretion, exceed certain time limits.

Public comments are limited to not more than three (3) minutes.

C. COMMUNICATIONS

D. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of April 2024.

E. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

F. COMMITTEE AND LIAISON REPORTS

1. Champaign Parks Foundation

G. REPORT OF OFFICERS

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

H. CONSENT AGENDA

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

1. Approval of Minutes of the Regular Board Meeting, April 10, 2024 [Link](#)
2. Approval of Minutes of the Study Session, April 24, 2024 [Link](#)
3. Approval of Ordinance No. 681 – An Ordinance Providing for the Disposal of Personal Property Owned by the Champaign Park District. [Link](#)
4. Approval of Easement for City of Champaign at Dodds Park [Link](#)

I. NEW BUSINESS

1. Approval of Disbursements

Staff requests approval of the list of disbursements for the period beginning April 11, 2024 and ending May 8, 2024. **(Roll Call Vote)**

2. Approval of a Resolution in Honor of a Staff Member [Link](#)

3. Approval of Sponsorship Agreement with Nicodemus Agency

Staff recommends approval of a sponsorship agreement with Nicodemus Agency totaling \$35,000.00 pending legal counsel review and requests the Board to authorize the executive director to enter into the agreement. [Link](#)

4. Approval of Professional Services Agreement with Architectural Expressions for Clark Park Renovation Project

Staff recommends approval of an agreement with Architectural Expressions, LLP for the Clark Park Renovation Project in the amount not to exceed \$52,194.00. [Link](#)

5. Approval of Ordinance No. 680: FY24 Supplemental Budget

Staff recommends the Board acceptance of Ordinance #680: FYE2024 Supplemental Budget. [Link](#)

6. Approval of Online Upload of Recorded Board Meetings Policy [Link](#)

J. COMMENTS FROM COMMISSIONERS

K. ADJOURN

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE PUBLIC HEARING AND REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS
April 10, 2024**

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, April 10, 2024, at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present in-person: President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Treasurer Donna Lawson, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Secretary and Deputy Executive Director, and Attorney Guy C. Hall.

Excused absence with prior notice duly given: Vice President Timothy P. McMahon

Staff present in-person: Chelsea Norton, Director of Marketing and Development, Jeannie Robinson, Director of Recreation, Bret Johnson, Assistant Director of Operations and Planning, Buddy Wilson, Risk Manager, Joe Kearfott, Assistant Director of Facilities and Technology.

Staff present electronically: Cynthia Mattingly, Interim Director of Finance and Todd Blazaitis, Budget Manager.

Public Hearing

Open the Public Hearing

President Hays opened the Public Hearing at 5:30 p.m.

Ordinance No. 678, Budget and Appropriation Ordinance

President Hays stated that the purpose of the public hearing was to discuss and receive comments about the Budget and Appropriation Ordinance for FY25. A notice of the public hearing was published in *The News-Gazette* on March 30, 2024 in compliance with state law.

Public Comments

President Hays called for comments from the public. There were no comments received.

Close the Public Hearing

Commissioner Solon made a motion to adjourn the Public Hearing. The motion was seconded by Commissioner Somers. The motion passed 4-0. The Public Hearing was adjourned at 5:31 p.m.

Regular Board Meeting

The Champaign Park District Board of Commissioners held a Regular Meeting immediately after the Public Hearing on Wednesday, April 10, 2024, which commenced at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present in-person: President Craig W. Hays, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Treasurer Donna Lawson, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Secretary and Deputy Executive Director, and Attorney Guy C. Hall.

Excused absence with prior notice duly given: Vice President Timothy P. McMahon

Staff present in-person: Chelsea Norton, Director of Marketing and Development, Jeannie Robinson, Director of Recreation, Bret Johnson, Assistant Director of Operations and Planning, Buddy Wilson, Risk Manager, Joe Kearfott, Assistant Director of Facilities and Technology. Staff present electronically: Cynthia Mattingly, Interim Director of Finance and Todd Blazaitis, Budget Manager.

Call to Order

President Hays called the meeting to order at 5:32 p.m.

Comments from the Public

None.

Communications

None.

Treasurer's Report

Treasurer Lawson presented the report. She stated the Park District's finances had been reviewed and were found to be in appropriate order.

Discussion ensued regarding the reporting features of the financial software and best practices moving forward.

Commissioner Kuhl made a motion to accept the Treasurer's Report for the month of March 2024. The motion was seconded by Commissioner Solon and unanimously approved.

Executive Director's Report

Ms. Sandquist shared about several upcoming events and partnerships including a tentative ribbon cutting ceremony for the reopening of Skelton Park, the installation of a new United Way supported born learning trail at Human Kinetics Park, and a program hosted by Representative Budzinski at the Martens Center. Ms. Sandquist thanked the Operations and Planning team for the addition of a water bottle filler at Bresnan Meeting Center. She also welcomed and introduced Buddy Wilson, Risk Manager, who provided the Board with a statement of his background.

Committee and Liaison Reports

Champaign Parks Foundation

Mr. Scheunemann reported that the Foundation has prepared "save the date" postcards for its September 12, 2024, Ties and Tennies gala. Tickets will be available beginning June 12, 2024.

Report of Officers

Attorney's Report

Attorney Hall reported that he has been working on several matters for the Park District, including easement and agreement items. He inquired whether the Board would prefer Robbins Schwartz to reach out to IDNR legal counsel to investigate options for seeking easement approval where necessary. The Board came to consensus that Attorney Hall should proceed with an inquiry.

President's Report

President Hays expressed his best wishes to the McMahon family regarding the health of Commissioner McMahon's mother.

President Hays noted that Ms. Sandquist and he had met with a developer discuss the Country Fair property.

Consent Agenda

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

1. Approval of Minutes of the Special Board Meeting, March 27, 2024.
2. Approval of Minutes of the Executive Session, March 27, 2024.
3. Approval of a Resolution Establishing Authority for the Executive Director to Execute Change Orders.
4. Approval of Bid for General Fencing Repair.
5. Approval of a Resolution Ratifying Change Order #1 for the Douglass Park Ballfields and Concessions Project.

Commissioner Solon made a motion to approve the consent agenda. The motion was seconded by Commissioner Somers. The motion passed 4-0.

New Business

1. Approval of Disbursements

Staff recommended approval of disbursements for the period beginning March 14, 2024, and ending April 10, 2024.

Commissioner Solon made a motion to approve the list of disbursements for the period beginning March 14, 2024 and ending April 10, 2024. The motion was seconded by Commissioner Kuhl. Upon roll call, the vote was as follows: Commissioner Kuhl – yes, Commissioner Solon – yes; Commissioner Somers – yes, and President Hays - yes. The motion passed 4-0.

2. Approval of Ordinance No. 678: Budget & Appropriations Ordinance

Ms. Sandquist reported that staff recommend the Board approve adoption of Ordinance No. 678 Budget and Appropriation Ordinance for FY25 in the amount of \$26,983,229.

Commissioner Kuhl made a motion to approve adoption of Ordinance No. 678 Budget and Appropriation Ordinance for FY25 in the amount of \$26,983,229. The motion was seconded by Commissioner Solon. Upon roll call, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; Commissioner Somers – yes; and President Hays – yes. The motion passed 4-0.

3. Approval of FY2025 Budget Book

Ms. Sandquist reported that staff recommend approval of the FY25 Budget Book.

Discussion ensued regarding non-substantive grammatical revisions.

Commissioner Somers made a motion to approve the FY25 Budget Book. The motion was seconded by Commissioner Solon and was unanimously approved.

4. Approval of Agreement with Consolidated Communications for Douglass Park Concessions Fiber Internet Pull

Mr. Johnson presented the report. The project will connect the new concessions stand to fiber internet wire from the Douglass Community Center.

The Commissioners requested more information whether directional boring would be necessary to complete the project and requested the contractor to use caution due to incomplete underground mapping of the park site.

Commissioner Kuhl made a motion to approve an agreement with Consolidated Communications, in the amount of \$33,489.78, authorizing the Executive Director to enter into a contract for this work. The motion was seconded by Commissioner Solon. The motion passed 4-0.

Discussion Items

1. Projects Update – 4th Quarter

Ms. Sandquist presented a report regarding the status of current major Park District projects. She highlighted the staff's process of review and progress on several projects.

The Commissioners requested updates regarding any resident requests that might be denied.

Comments from Commissioners

Commissioner Solon recognized the Virginia Theatre for its excellence in presenting the artist, A.J. Croce. She recommended that staff investigate temperature regulation within the theatre.

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 Commissioner Somers and unanimously approved. The meeting was adjourned at 5:58 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

CHAMPAIGN PARK DISTRICT
MINUTES OF THE STUDY SESSION BOARD OF PARK COMMISSIONERS
April 24, 2024

The Champaign Park District Board of Commissioners held a Study Session on Wednesday, April 24, 2024, at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. Vice President McMahon presided over the meeting.

Present in-person: Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon, and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Deputy Executive Director/Board Secretary, and Attorney Guy C. Hall.

President Craig W. Hays, and Treasurer Donna Lawson were absent and excused from attending the study session.

Staff present in-person: Jeannie Robinson, Director of Recreation and Dan Olson, Director of Operations and Planning.

Call to Order

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

Comments from the Public

None.

Discussion Items

1. Board Meeting Format

Mr. Scheunemann presented the report. Staff were requested to investigate retention requirements and potential expenses related to recording and uploading Park Board meetings.

Mr. Scheunemann noted that anticipated expenses would be negligible, and 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."

Commissioner Solon was not in favor of uploading recordings of the Board meetings due to potential manipulation of video content through artificial intelligence or other means.

Commissioner Somers believed it would be beneficial to have uploaded video recordings to review at a later date.

Commissioner Kuhl observed that recording and posting Board meeting videos may increase interest, engagement, and input. She noted that residents may have limited time to participate and this option would allow them to view the meetings at a later time.

Vice President McMahon concurred with Commissioners Kuhl and Somers and requested staff prepare a policy to consider for a trial period to be determined with a recommended limit for the number of days the videos would remain online.

2. Easement Request – Dodds Park

Mr. Olson reported that the City of Champaign has requested an easement in the northeast corner of Dodds Park to connect underground storm water infrastructure with the Hedge water detention and park development. He noted that the Illinois Department of Natural Resources (IDNR) has imposed restrictive covenants within Dodds Park related to the Greenbelt Bikeway which require IDNR’s approval for easement requests.

Discussion and clarifications ensued regarding the projects impacts to Park District storm water detention within the Copper Slough and Heritage Park as well as grant encumbrances.

The Board came to consensus requesting Attorney Hall prepare easement documents for approval at the next Regular Board meeting.

Comments from Commissioners

Commissioner Somers attended the CUSR Awards Banquet and commended staff and participants for a wonderful event and year.

Vice President McMahon thanked the Board, Park District, and staff for their support in the passing of his mother.

Ms. Sandquist reminded the Board to consider attending Mr. Burge’s retirement party on May 3rd. Mr. Burge was recognized for twenty-three (23) years of exemplary service to the Park District.

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 Commissioner Somers. The motion passed 4-0 and the meeting was adjourned at 6:02 p.m.

Approved:

Timothy P. McMahon, Vice President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 8, 2024

SUBJECT: Approval of Ordinance No. 681 – An Ordinance Providing for the disposal of personal property owned by the Champaign Park District.

Background

Pursuant to the Park District Code, 70 ILCS 1205/8-22, every park district is authorized to sell or convey any personal property that in the opinion of three-fifths of the members of the Board of Park Commissioners then holding office is no longer necessary, useful to, or for the best interests of the park district, and in any manner they may designate with or without advertising. Staff have determined that certain property it owns, listed in Attachment A, is no longer necessary, useful to or for the best interests of the Champaign Park District to retain. Staff is requesting authorization for the surplus to be conveyed or sold to the highest bidder, with or without advertising the sale, or otherwise disposed of on terms as may be approved by the Executive Director.

The Park District's policy is that items valued over \$5,000 at the time of their original purchase, be declared surplus by the Board prior to disposal. Items with an unknown original purchase price may also be included in the request.

Prior Board Action

The last surplus action was in Feb. 14, 2024.

Budget Impact

Any proceeds received from the sale of these items will be put back into the Capital Improvement Fund as special receipts.

Recommended Action

Staff recommends the Board adopt Ordinance No. 681 - An Ordinance providing for the disposal of personal property owned by the Champaign Park District of Champaign County, Illinois which will allow for the disposal of equipment as listed on Attachment A.

Prepared by:

Dan Olson
Director of Operations

Reviewed by:

Jarrod Scheunemann
Deputy Executive Director

ORDINANCE NO. 681

**AN ORDINANCE PROVIDING FOR THE DISPOSAL OF
PERSONAL PROPERTY OWNED BY THE CHAMPAIGN PARK DISTRICT.**

WHEREAS, the Champaign Park District pursuant to the Park District Code, 70 ILCS 1205/8-22, is granted the ability to dispose of personal property, and

WHEREAS, the Champaign Park District has determined that certain property it owns is no longer necessary, useful to, or in its best interests to retain.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Champaign Park District of Champaign County, Illinois as follows:

Section 1. The Board of Commissioners hereby authorizes that said property shall be conveyed or sold to the highest bidder, with or without advertising the sale, or otherwise disposed of on terms as may be approved by the Executive Director.

Section 2. The items of personal property to be conveyed, sold, or disposed of are listed in Attachment A.

PASSED AND APPROVED by at least three-fifths vote of the Board of Commissioners of the Champaign Park District this 8th day of May 2024.

APPROVED:

Craig W. Hays, Board President

ATTEST:

Jarrod Scheunemann, Board Secretary



**CHAMPAIGN
PARK DISTRICT**

ATTACHMENT A

Coats Baseline Tire Balancer - Qty. 1

Serial #: 1311304209
Original Purchase Price and Date: Unknown
Disposition: Auction

Coats 5050AX Rim Clamp Tire Changer – Qty. 1

Serial #: 0510108706
Original Purchase Price and Date: Unknown
Disposition: Auction

Vehicles – Qty. 4

Description: 2006 Ford F-150
VIN: 1FTRF12W76NB66783
Original purchase price: \$13,281.40
Mileage: 62,900
Disposition: Auction

Description: 2005 Chevrolet LS 1500
VIN: 1GCEC14V65Z312609
Original purchase price: \$14,027.00
Mileage: 81,500
Disposition: Auction

Description: 2011 Ford F-250
VIN: 1FTBF2BT9BEA37368
Original purchase price: \$26,424.54
Mileage: 60,557
Disposition: Auction

Description: 2000 Chevrolet 15 passenger van
VIN: 1GAHG39R9Y1176660
Original purchase price: \$22,640
Mileage: 92,000 miles
Disposition: Trade or Auction



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 8, 2024

SUBJECT: Approval of Easement for the City of Champaign at 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. It is part of the much larger Garden Hills neighborhood stormwater project. The storm line will run from the new stormwater basin along Hedge Road, through other properties before reaching Dodds Park. It will be integrated with the existing structure at Dodds Park and into the Copper Slough.

Site Analysis

The requested area is entirely turf grass, without trees or infrastructure, other than utilities. The Park District has no plans to improve, build upon, or alter the current use of the area in the Capital Improvement Plan over the next ten (10) years.

Process

The Park District's Board approval of the easement is step one of two approvals. Once approved at the Park District level, the easement also needs to be approved by the Illinois Department of Natural Resources (IDNR). IDNR's approval is required because Dodds Park has restricted covenants in place from a Land and Water Conservation Fund Grant (Project # 17-00413), which was completed on March 7, 1979, and relates to the Greenbelt Bikeway Path. Staff has requested that the IDNR conduct a simultaneous review alongside the Park District's review and approval process.

Potential Fees

Staff have preliminarily calculated fees for this easement to be \$6,250.00, plus attorney's fees. Attorney's fees will be calculated after approval of the easement by the State of Illinois as staff expect there to be further involvement of counsel after Board approval.

Action Requested

Staff requests the Board of Commissioners approve the City of Champaign stormwater easement request at Dodds Park, including easement fees, pending final approval of the easement by the Illinois Department of Natural Resources.

Prepared by:

Daniel J. Olson
Director of Operations and Planning

Reviewed by:

Sarah Sandquist
Executive Director

PERMANENT EASEMENT AGREEMENT

The GRANTOR of this Permanent-ninety-nine (99) year 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~~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 with the GRANTEE hereinafter contained, hereby gives, grants, and conveys to the GRANTEE, a permanent-ninety-nine (99) year 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, upon, and through the land of the GRANTOR marked, depicted, 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 and GRANTEE shall reimburse GRANTOR the cost thereof or relocate such items as directed by GRANTOR. 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; provided that, GRANTEE shall reimburse GRANTOR for the cost thereof.
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, costs, and expenses 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~~ shall 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, error, or 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, expenses, 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 expenses, 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 for the duration hereof, 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____,24.

Champaign Park District, a Municipal Corporation,

BY: _____
Its Board President

ATTEST: _____
Secretary

~~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.~~

Approved as to form: _____

Notary Public

By: _____
Champaign Park District
Attorney

Approved as to form:

ACCEPTED: City of Champaign, Illinois, a
Municipal Corporation

By: _____
City Attorney

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

EASEMENT AGREEMENT

The GRANTOR of this ninety-nine (99) year 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 with the GRANTEE hereinafter contained, hereby gives, grants, and conveys to the GRANTEE, a ninety-nine (99) year 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, upon, and through the land of the GRANTOR marked, depicted, and labeled as the “easement” having an area of 13,936 square feet (0.320 acres) as shown on the 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 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.

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 and GRANTEE shall reimburse GRANTOR the cost thereof or relocate such items as directed by GRANTOR. 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 reseeding 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; provided that, GRANTEE shall reimburse GRANTOR for the cost thereof.

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, costs, and expenses 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, shall 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, error, or 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, expenses, 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 expenses, 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 for the duration hereof, 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 _____, 2024.

Champaign Park District, a Municipal Corporation,

BY: _____
Its Board President

ATTEST: _____
Secretary

Approved as to form:

By: _____
Champaign Park District
Attorney

Approved as to form:

ACCEPTED: City of Champaign, Illinois, a Municipal Corporation

By: _____
City Attorney

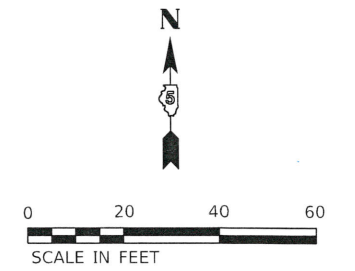
Date: _____

By: _____
City Manager

ATTEST: _____
City Clerk

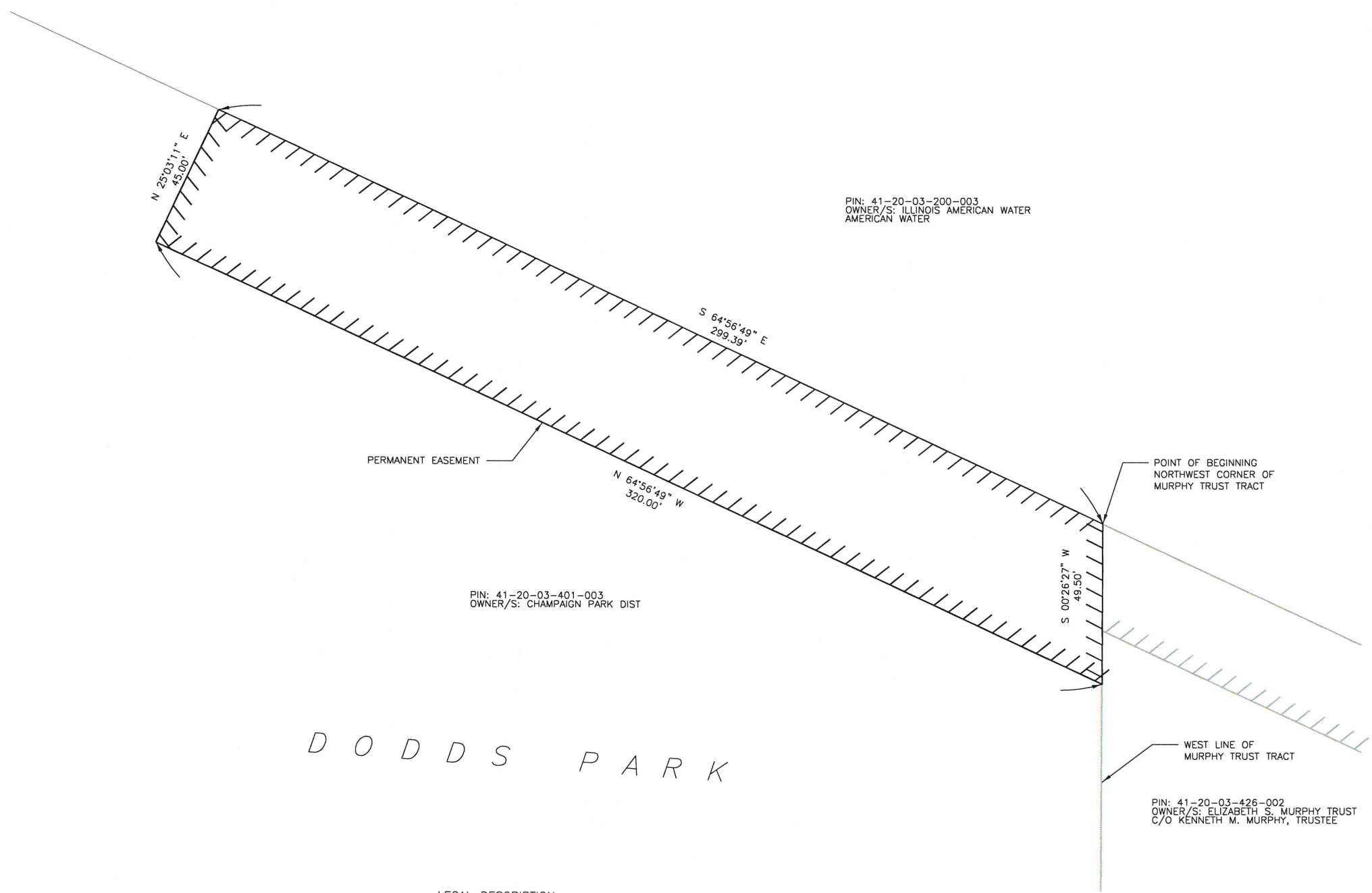
Prepared By & Return To:
City of Champaign
Legal Department
102 N. Neil Street
Champaign, IL 61820
(217) 403-8765

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
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT LINE
- 41-20-02-337-030 ASSESSOR PIN



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

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

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 HERBY 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

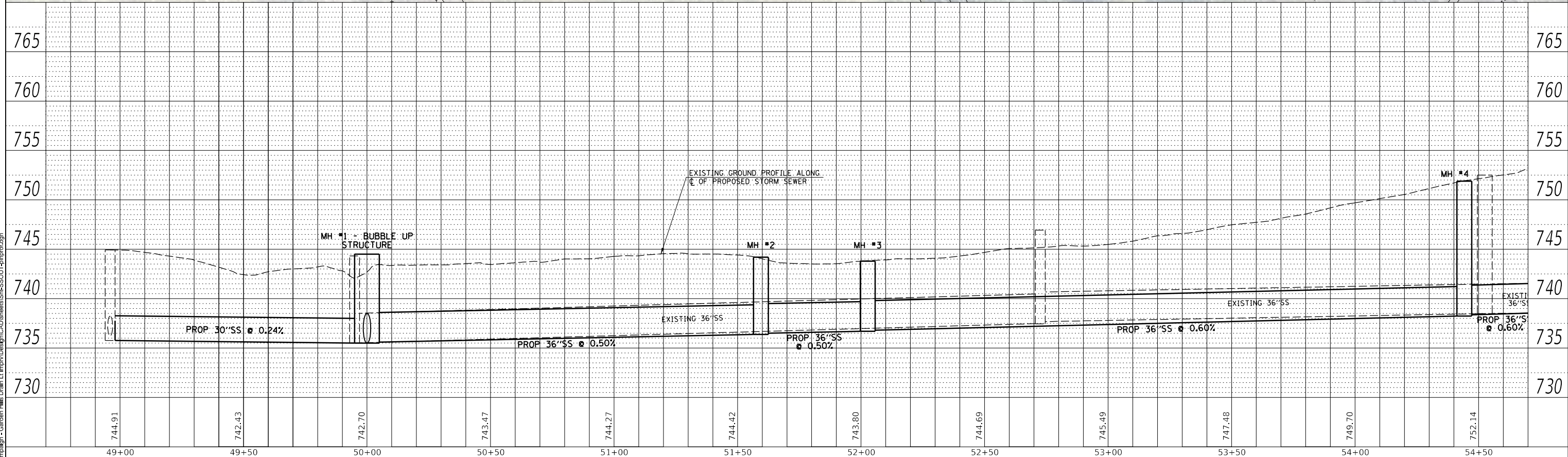
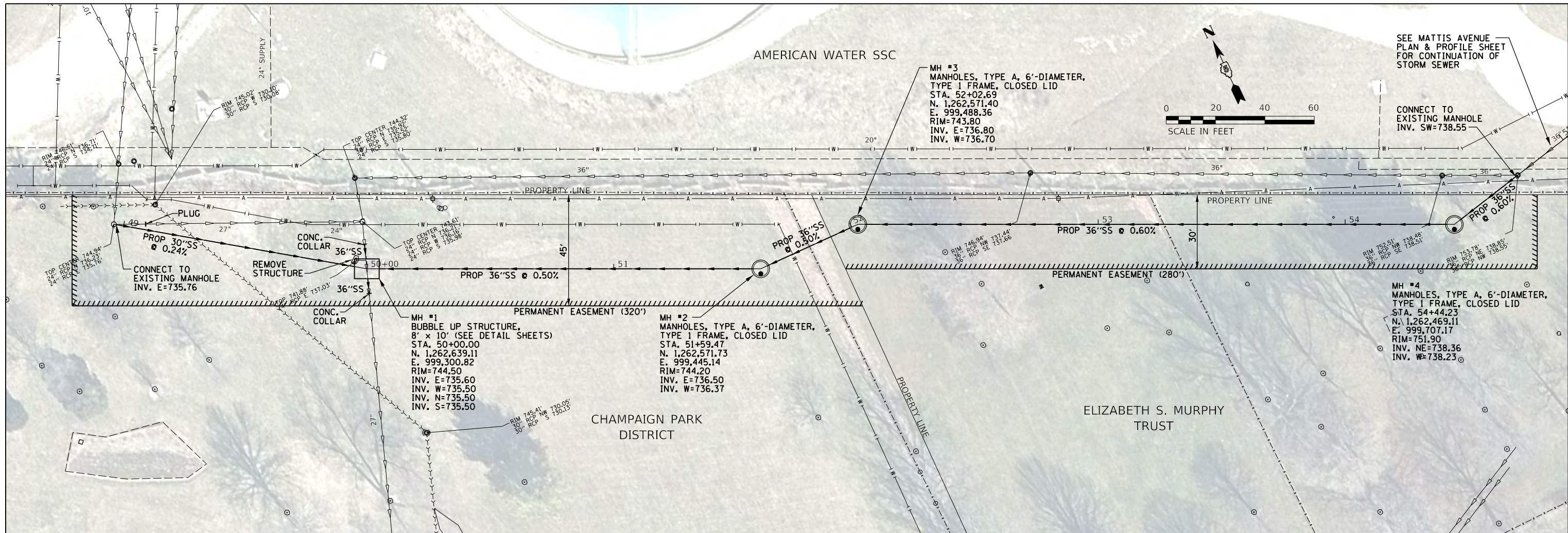
FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL
 ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
 IOWA
 WISCONSIN

DATE	
BY	
REVISIONS	
NO.	
PLAN	
NO.	
DATE	
BY	
REVISIONS	
NO.	
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REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 8, 2024

SUBJECT: Resolution in Recognition of David Burge, Maintenance Specialist - Carpentry

Background

The Champaign Park District Board and staff extend their sincerest appreciation to Mr. David Burge for his heartfelt dedication and exemplary service to the Park District for over twenty-three (23) years. This resolution is made in honor of his service and his retirement.

Mr. Burge has been entrusted to care for many of the Park District's historic and iconic sites and amenities. His exceptional skills in the trades, especially carpentry, can be seen throughout the Park District. He consistently brings camaraderie and humor into the workplace that is greatly appreciated by his coworkers. He takes pride in helping others and caring for our public spaces.

Recommended Action

Staff recommend approval of a resolution in recognition of Mr. David Burge and his years of service with the Park District.

Prepared by:

Daniel J. Olson
Director of Operations
and Planning

Reviewed by:

Bret Johnson
Asst. Director of Operations
and Planning

Reviewed by:

Sarah Sandquist
Executive Director

Champaign Park District

RESOLUTION

WHEREAS, David Burge has devoted twenty-three years of exemplary service to the Champaign Park District, the citizens of Champaign, and its numerous visitors, **AND**;

WHEREAS, David Burge has been entrusted with the care for many of the Park District's historic and iconic amenities, including the *Prayer for Rain Fountain* at West Side Park, the *Fraker Fountain* at Clark Park, the Prairie Farm Koi Pond, and many others for the education and enjoyment of visitors, **AND**;

WHEREAS, David Burge has skillfully crafted items that are used daily throughout the District such as furniture, cabinetry and other carpentry pieces, that will be used for years to come, **AND**;

WHEREAS, David Burge has efficiently and creatively maintained, repaired and improved hundreds of whatchamacallits, doodads, gizmos, and thingamabobs throughout the District, **AND**;

WHEREAS, David Burge has been a welcoming friend to coworkers and patrons in our parks,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Champaign Park District, the Park Board extends its appreciation to David Burge for twenty-three years of service to the people of Champaign and recognizes his considerable contributions to the Park District.

In honor of David Burge's retirement, the Board expresses its thanks and bestows upon them this resolution, recognizing their impact on the Park District, its staff, and residents.

The Board wishes David a wonderful retirement and fulfilling future endeavors, confident that the skills, insights, and values he brought to Champaign Park District will have a lasting positive effect.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to David Burge as a tangible expression of the Board's recognition.

APPROVED by the President and Champaign Park District Board of Commissioners this 8th day of May, 2024.

(SEAL)

ATTEST:

By: _____
Craig W. Hays, President

By: _____
Jarrod Scheunemann, Secretary

CHAMPAIGN PARK DISTRICT

74-year-old retiree 'hung on as long as I could'

By DAVE HINTON

dhinton@news-gazette.com

CHAMPAIGN— David Burge doesn't remember a time when he didn't work.

The Champaign Park District employee will get a chance to find out what it's like in retirement. Good thing he has some hobbies.

"I worked all my life," Burge said. "I was born on a farm. I took my first payroll job when I was 15."

Burge, whose official title was "operations specialist — carpentry," is known for being the person who maintains the "Prayer for Rain" fountain in West Side Park, the Prairie Farm pond in Centennial Park and the Fraker Memorial at Clark Park.

Self-employed for at least 20 years before joining the park district, "I haven't been out of work one day of my life," he said.

The 74-year-old said he "hung on as long as I could."

Family, friends and co-workers will honor him at a retirement party today.

Burge comes from hardy stock. His father didn't retire until he was 75; one of his grandfathers waited until 73 to hang it up, and his other grandfather never retired, working until he was more than 80 years old.

Spending his early years on a rural Melvin farm, Burge has lived in Champaign since 1956. He comes from a line of folks who have worked with their hands.

"I was fortunate," Burge said. "My grandfather had an eighthgrade education, the country-school type. But he was just really handy.

"The only thing he'd go to town for, there was an old German guy in Melvin. He'd go to get welding done."

Burge's great-grandfather and great-great-grandfather were both blacksmiths.

As comedian Red Green says, "If the women don't find you handsome, they should at

least find you handy.”

Burge has been good at carpentry and other skills for a long time. It’s a quality he said is learned, “plus genetics,” adding he believes the thing he learned the most from his family was pride and caring: “Be proud of your work and care about it.”

And don’t be afraid to try something.

Bret Johnson, the park district’s assistant director of operations and planning, said it was obvious Burge cared about his work — calling him “a very particular individual. Dave was very detail-oriented.”

Johnson said Burge was always willing to teach people the skills he has.

“I think that’s one of the finer things about him,” Johnson said. “I’ve worked with him for almost 20 years now. He was really kind of a teacher and a mentor to me, even though I supervised him.” Johnson said Burge was always willing to help whenever he could, no matter the task.

“He’s a well-rounded individual with great moral values.”

Burge said he began maintaining the “Prayer for Rain” fountain because he took an interest in it.

“I was the only farm guy in the department,” he said, adding he inherited taking care of the Prairie Farm because all of the other employees were afraid of the animals. That included maintaining the koi pond, which he’s done for 23 years.

Burge said he’s not afraid of any of the animals at Prairie Farm, but there’s one he’s not too fond of. That would be the buffalo that likes to lean on people.

Some of the animals seem to take an interest in what he’s doing. On one occasion, while he was working on equipment that waters the animals, he was looking down, and two horses bent down, their heads on each side of his, watching him work.

“Animals are a lot brighter than people give them credit for,” Burge said.

A certified pool operator, Burge also helped to run the million-gallon Sholem Aquatic Center, including conducting water tests and balancing.

The newly minted retiree (his last day on the job was Tuesday) enjoys caning chairs and previously restored antique furniture, although “I’m pretty much out of the business now.”

He is also a fan of old clocks and has restored “probably 60 to 70” of them.

“I don’t want calls for that,” he said of the clock restoration.

Burge also enjoys military history and fishing and puts out an impressive flower garden.

Burge and his wife of 51 years, Nancy, have one son, who lives in Atlanta.

The party to honor Burge will be at 11:30 a.m. today at the district’s operations shop at 2311 W. John St., next to the Bresnan Meeting Center. Lunch will be served at noon.

David Burge, 74, a longtime Champaign Park District employee, sits near the ‘Prayer for Rain’ fountain in West Side Park, which he maintained.

Katy Denight/For The News-Gazette

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REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 8, 2024

SUBJECT: Approval of Sponsorship Agreement for Sinfonia da Camera Concert

Background

Champaign Park District (Park District) staff have been working with Nicodemus Agency to organize a free community event. PYGMALION will present the Sinfonia da Camera (Sinfonia) symphony at Hessel Park with an additional two supporting artists performing prior to the symphony. The event will include concession/beverage sales, security, production and sound support, as well as publicity, promotion and event support staff which will be provided by the promoter. The Park District would serve as a financial sponsor of the event in the amount of \$35,000 and provide day of event support. The Park District's financial contribution would assist in covering most of the following expenses:

- Artist fees for all performers
- Rehearsal fees for all performers
- Programming arrangements
- Administrative fees
- Promotional material from Sinfonia and PYGMALION
- On-site production staff to work in coordination with Champaign Park District
- Hospitality for artists and labor

A park permit/rental agreement will also be required of Nicodemus Agency outlining insurance, liability, use, and other terms.

Prior Board Action

No previous Board action has been taken.

Budget Impact

As a first-year event, the expected cost to produce the event is \$48,000 and sponsorship funds requested from the Champaign Park District are \$35,000. In anticipation of implementing and sponsoring this event, \$35,000 was budgeted in the FY 24/25 Special Events – Community Events budget.

Recommended Action

Staff recommends approval of the sponsorship agreement with Nicodemus Agency totaling \$35,000.00 pending legal counsel review and requests the Board to authorize the executive director to enter into the agreement.

Prepared by:

Jeannie Robinson
Director of Recreation

Reviewed by:

Sarah Sandquist
Executive Director

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



SPONSORSHIP AGREEMENT

This Sponsorship Agreement is made and entered into effective this the **30th day of April, 2024**, 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, and **Nicodemus Agency** (hereinafter referred to as, "Contractor"), whose principal address is **11 ½ E. University Ave., Champaign, IL. 61820.**

WHEREAS, Park District and Contractor desire to enter into an agreement whereby Contractor will provide services to Park District at the designated event described hereafter in exchange of sponsorship funds for listed event.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein set forth, Park District and Contractor agree as follows:

Section 1 - Services. The Contractor agrees to book and schedule the following Park District event as listed.

- Event: **2024 Sinfonia da Camera/PYGMALION Summer Concert**
- Location: **Hessel Park, 1400 Grandview Dr., Champaign, IL 61822**
- Date: **July 13, 2024** Time: **4:00 – 9:00pm**

The Contractor will organize and schedule the following arrangements and coordinate event logistics. The contractor will work with Park District staff at the event to ensure all necessary logistics are assigned and completed either by the contractor or by Park District staff.

- Sinfonia Musicians and Supporting Artists
- Production Support/Sound Engineers
- Security/Hospitality
- Publicity/Promotion
- Event Support Staff
- Concession/Beverage Sales

○

Section 2 - Term. This Agreement shall be in effect upon execution, and shall be completed by July 13, 2024 unless prevented by adverse weather conditions and other circumstances approved in writing by the Park District. Failure to complete the work in such time shall be a breach of this agreement entitling the Park District to recourse pursuant to Contractor's terms hereof. This agreement shall be limited to a one-time event as stated herein.

Section 3 - Compensation for Services. Park District shall sponsor the event and pay the Contractor for the services provided for the sum of **\$35,000 payable in two payments of \$17,500** upon approval of the sponsorship agreement and the **13th day of July 2024**, which is the date of the event. In the event of inclement weather conditions, provided that the event is cancelled more than 2 hours prior to the Performance, payment amount of **\$17,500** shall be the final payment made which will be applied to a rescheduled performance in **2025 between May 15-July 12, 2025, at which time final payment of \$17,500 will be made.** Cancellation decisions under this

section shall be within the sole authority of the Park District's Program Manager or designee, whose decision shall be final.

Section 4 - Independent Contractor. The Contractor acknowledges and affirms that neither it nor any of its employees or agents is entitled to any benefits or protections afforded employees of the Park District, nor shall Contractor or any of its employees or agents be bound by any obligations of or as employees of the Park District, except as may be otherwise required by applicable law.

- (a) Neither the Contractor nor any of its employees or agents shall hold itself/himself/herself out as an employee of the Park District to members of the public.
- (b) The Contractor acknowledges and affirms that it is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the Contractor and those employees, if any, employed by it.
- (c) The Contractor acknowledges and agrees that it is solely responsible for its employees/agents actions in performing the work/services.

Section 6 - Force Majeure. The Parties shall not be liable to each other or any third party for any delay or failure in performing the obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond their control, including without limitation, acts of God, the public enemy, major equipment failures, pandemic, epidemic, inability to obtain materials or services, wars, explosions, accidents, riots, labor disputes, strikes, lockouts, civil commotion or insurrection, fires, quarantine, shelter-in-place order, pestilence, natural catastrophes or disasters (including without limitation, unusually severe weather), economic fluctuations, non-availability of electric power or other necessary energy sources, or legal or government laws, regulations, orders, requirements, or demands. In the event of a delay or failure caused by such circumstances, the date of delivery or performance shall be excused and extended not to exceed the duration of the failure or delay; provided that, the Party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each Party shall promptly notify the other in writing of any delay or failure in and the effect upon its performance as to time for anticipated resumption of performance of the obligations under this Agreement.

Section 7 – Responsibility for Cost. Contractor shall be responsible for and shall pay for any damage to Park District property in excess of normal wear and tear related directly, indirectly or in any manner whatsoever, to this Agreement.

Section 8 – Rules, Laws, and Ordinances. Contractor shall comply with any and all applicable ordinances, regulations, policies, and permit procedures of the Park District.

Section 9 – 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 coverage's 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 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.

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 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

- (c) 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

- (d) Umbrella Liability:
 - \$5,000,000 each occurrence

The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

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 therein. 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.

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion.

All insurance coverage provided by the **Contractor** shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the **Contractor's** and shall not contribute to it.

Section 10 – 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.

Section 11 – 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**.

Section 12 - Default. The Park District may terminate this Agreement in the event of a default or breach. A default or breach shall be deemed to occur when any of the services are not provided as required and in the manner and at the times provided for in the specifications referred to in this Agreement.

Section 13 - Laws and Venue. The parties agree that the laws governing this Agreement shall be the laws of the State of Illinois. The parties further agree that in the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois shall be the appropriate venue for such claim or suit.

Section 14 - Severability. In any event one or more of the provisions contained in this Agreement shall be determined by a Court 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, therefore remain in effect.

Section 15 - Compliance with Laws. Contractor shall comply with all laws, statutes, ordinances and regulations applicable to the work to be performed, including, without limitation, the Illinois Prevailing Wage Act, Illinois Fair Employment Practices Act, all equal employment opportunity laws, all affirmative action ordinances and all other state, federal, or local laws or regulations applicable to the performance of this contract. In this connection, Contractor guarantees that not less than the prevailing rate of wages shall be paid to laborers, workers and mechanics performing work required to complete this contract.

Section 16 - Assignment. 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, which shall not be unreasonably withheld. Any assignee or sub-contractor must be acceptable to the Park District, must furnish a signed Champaign Park District "Commitment to engage in Affirmative Action Practices" form, and must agree to comply with all statutory requirements pertaining to Illinois prevailing wages, the Illinois Fair Employment Act, Equal Opportunity laws and all other State and Federal laws and regulations applicable to the performance of this Agreement.

Section 17 - Time of the Essence. Time is of the essence in the performance and completion of the terms of this Agreement.

Section 18 - 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 the 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 19 - Counterparts. This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.

Section 20 - 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 address set forth below, or at such other place or address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by first class regular U.S. Mail.

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

Contractor: Nicodemus Agency
Attention: Seth Fein,
Owner
11 1/2 E. University Ave. Suite A
Champaign, IL. 61820

Section 21 - Entire Agreement and Amendment. This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof.

Section 22 - Interpretation of Agreement. In interpreting this Agreement, each of the Parties expressly agrees that the Agreement was prepared by all of the Parties jointly, and that no ambiguities shall be resolved against any Party on the basis that it was responsible, or primarily responsible for having drafted the Agreement. In addition, each of the Parties acknowledges that it did not execute this Agreement under duress, and was represented by legal counsel in connection with the preparation of this Agreement or chose not to engage the services of such counsel. Further, whenever the context so requires: (a) all words used in the singular shall be construed to have been used in the plural (and vice versa); (b) each gender shall be construed to include the other gender; (c) the word "person" shall be construed to include a natural person, corporation, limited liability company or partnership, firm, joint venture, trust, estate, or any other entity, and (d) the words "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of any provision of this Agreement any person, right, obligation or concept which might otherwise be construed to be outside the scope of such provision.

Section 23 - 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 they are authorized to execute this Agreement on behalf of such entity.

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

Champaign Park District

Performer

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: May 8, 2024

SUBJECT: Approval Professional Services Agreement with Architectural Expressions for Clark Park Project

Background

Many upgrades and replacements are needed at Clark Park. It currently has the oldest playground in the District, has a basketball court that needs improvements, and ADA deficits to address. There are also old features that may no longer be used by park patrons as well as new amenities to be considered in the Park. Part of the agreement being considered today is to hold neighborhood meetings to determine those needs. The agreement has been reviewed by legal counsel.

Scope of Work

The scope of work for this project includes civil engineering, structural, architectural, mechanical, electrical and plumbing design. Specific tasks include integrating the existing ADA sidewalk plan into the overall project, new playground, improvements to the sand play area, improvements or changes to the basketball court, general ADA improvements, shade and/or shelter construction, public meetings with the neighborhood, replacement of park lighting, possible pickleball integration, and improvements to Fraker Fountain. Architectural Expressions, LLC will also be taking the design to bid for the Park District. The Park District will be doing the construction management of the project.

Previous Board Action

A few years ago, the Board previously approved an agreement for several project designs that were completed by Architectural Expressions. That agreement included an ADA sidewalk plan design which was completed in 2022. That design will be integrated into this project. The board approved \$32,000.00 for engineering this project in the FY2024-25 Capital Budget and also approved \$470,000.00 In the FY2024-25 Capital Budget for construction of the project. Some ADA money will be used in the project.

Action Requested

Staff requests the Board of Commissioners approve the agreement with Architectural Expressions, LLP for the Clark Park Renovation Project in the amount not to exceed \$52,194.00. Cost overage for the design and bid will come from the Architectural and Engineering Operating 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.

Prepared by:

Daniel J. Olson
Director of Operations and Planning

Reviewed by:

Sarah Sandquist
Executive Director

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

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirtieth day of April in the year Two Thousand Twenty-four
(*In words, indicate day, month and year.*)

BETWEEN the Owner:

(*Name, legal status, address and other information*)

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

and the Architect:

(*Name, legal status, address and other information*)

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

for the following Project:

(*Name, location and detailed description*)

Clark Park ADA Upgrades
Champaign, IL

The Owner and Architect agree as follows.

The Architect will produce bid documents for Clark Park as illustrated in preliminary drawings dated 03/30/2023 (Exhibit A). Design and program will continue to be modified under this contract, minimally. Construction budget is \$660,371 per Project Cost Opinion dated 4/8/2024. Owner funds available are unknown.

Scope of work will include civil engineering (spot elevations, accessible sidewalk design), structural, architectural, mechanical, electrical, and plumbing design. Scope of work is further outlined in the following Exhibits:

Exhibit B: Meeting Minutes dated 4/8/2024

Exhibit C: Cost Opinion dated 4/8/2024

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

ADDITIONS AND DELETIONS:

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

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

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

Civil Engineering (site survey for spot elevations and ADA accessible sidewalk design included).

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

ARTICLE 3 USE OF DOCUMENTS

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

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

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

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

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

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect a fixed fee of Fifty-Two Thousand, One Hundred Ninety-Four and NO/100 Dollars (\$52,194.00). When compensation is based on a fixed fee, the fee shall include all labor and general office expenses (for Scope of the Work as defined in the Agreement) and shall not exceed the fixed payment amount without prior authorization of the Owner. When compensation is based on an hourly rate, the fee shall be based on the time spent by all of Architect's personnel engaged directly on the Work using the aforementioned hourly rate schedule, which may be subject to annual adjustments.

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

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

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

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

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

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

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

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

General Liability: The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate. If

such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, CGL insurance shall be written on Insurance Services Office (ISO) occurrence form GC 00 01 04 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its commissioners, officers, employees, representatives, and agents shall be included as additional insureds under the CGL using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

Automobile Liability: The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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

Professional Liability: The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 for each wrongful act arising out of the performance or failure to perform professional services, and \$3,000,000 aggregate.

General Insurance Provision:

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

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

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

Indemnification: To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its commissions, officers, employees, representatives, and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Architect's services; provided that, any such claim, damage, loss or expense (i)

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

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Brian Kesler, AIA Partner

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

Additions and Deletions Report for AIA® Document B105® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:08:15 ET on 04/30/2024.

PAGE 1

AGREEMENT made as of the Thirtieth day of April in the year Two Thousand Twenty-four

...

(Name, legal status, address and other information)

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

...

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

...

Clark Park ADA Upgrades
Champaign, IL

...

The Owner and Architect agree as follows.

The Architect will produce bid documents for Clark Park as illustrated in preliminary drawings dated 03/30/2023 (Exhibit A). Design and program will continue to be modified under this contract, minimally. Construction budget is \$660,371 per Project Cost Opinion dated 4/8/2024. Owner funds available are unknown.

Scope of work will include civil engineering (spot elevations, accessible sidewalk design), structural, architectural, mechanical, electrical, and plumbing design. Scope of work is further outlined in the following Exhibits:

Exhibit B: Meeting Minutes dated 4/8/2024

Exhibit C: Cost Opinion dated 4/8/2024

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

PAGE 2

Civil Engineering (site survey for spot elevations and ADA accessible sidewalk design included).

...

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

PAGE 3

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

...

The Owner shall pay the Architect ~~an initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.~~ a fixed fee of Fifty-Two Thousand, One Hundred Ninety-Four and NO/100 Dollars (\$52,194.00). When compensation is based on a fixed fee, the fee shall include all labor and general office expenses (for Scope of the Work as defined in the Agreement) and shall not exceed the fixed payment amount without prior authorization of the Owner. When compensation is based on an hourly rate, the fee shall be based on the time spent by all of Architect's personnel engaged directly on the Work using the aforementioned hourly rate schedule, which may be subject to annual adjustments.

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

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

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ~~(Eighteen (18)~~ months of the date of this Agreement through no fault of the Architect.

...

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

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

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

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

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

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

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

Professional Liability: The Architect shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 for each wrongful act arising out of the performance or failure to perform professional services, and \$3,000,000 aggregate.

General Insurance Provision:

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

Acceptability of Insurers: For insurance companies which obtain a rating from A.M. Best, that rating should be not less than A VII using the most recent edition of the AM Best's Key Rating Guide. If the Best's rating is less than A VII

or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

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

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

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Brian Kesler, AIA Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian Kesler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:08:15 ET on 04/30/2024 under Order No. 3104238599 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Partner

(Title)

4/30/24

(Dated)



113 ILLINI DRIVE
 FORSYTH IL 62535
 P 217.877.4620
 F 217.877.4625

100 N CHESTNUT SUITE 300
 CHAMPAIGN IL 61820
 P 217.378.5300
 F 217.378.8512

PRINCIPALS
 LAWRENCE R LIVERGOOD, FAIA
 JAMES W FOUSE, AIA
 J RYAN ANDERSON, AIA
 BRIAN A KESLER, AIA
 PATRICK M CORRIGAN, PE

**BILLING RATE SCHEDULE
 JANUARY 1, 2024**

STAFF POSITION

HOURLY RATE

ARCHITECTURAL

Principal (Architect)	\$180
Architect III	\$170
Architect II	\$150
Architect I	\$120
Architectural Designer III	\$110
Architectural Designer II	\$100
Architectural Designer I	\$90
Architectural Technician III	\$90
Architectural Technician II	\$80
Architectural Technician I	\$70
Interior Designer III	\$120
Interior Designer II	\$105
Interior Designer I	\$90
Project Assistant	\$80

ENGINEERING

Principal (Engineer)	\$180
Electrical Engineer III	\$175
Electrical Engineer II	\$150
Electrical Engineer I	\$120
Mechanical Engineer III	\$170
Mechanical Engineer II	\$150
Mechanical Engineer I	\$110
Engineering Technician III	\$95
Engineering Technician II	\$90
Engineering Technician I	\$85



A. EXISTING CONDITION; WEST SIDE TENNIS COURTS, VIEW TO NORTH



B. INTERACTIVE TUNNEL STRUCTURE PRECEDENT



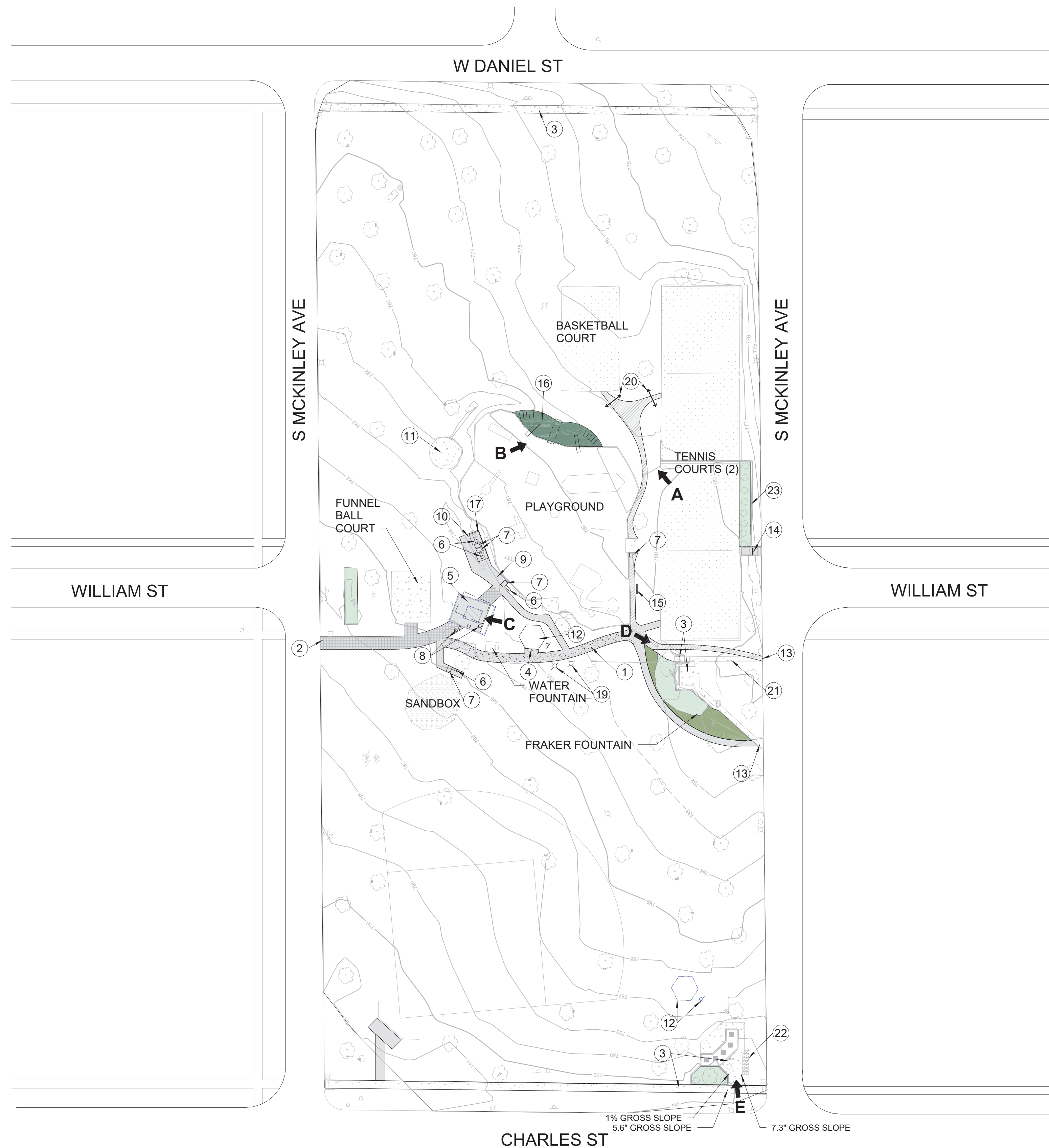
C. SMALL COVERED PAVILION PRECEDENT



D. EXISTING CONDITION; LANDSCAPE AREA SOUTH OF TENNIS COURT, VIEW TO S.E.



E. EXISTING CONDITION; BENCHES SOUTH EAST CORNER, VIEW TO NORTH



LEGEND

- NEW ADA SIDEWALK
- NEW FLAGSTONE
- EXISTING PLANTING AREA
- NEW PLANTING AREA
- NEW INTERACTIVE EARTH MOUND/TUNNEL/PLAY STRUCTURE

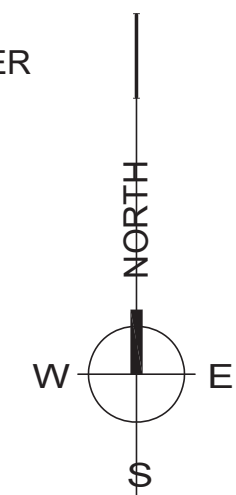
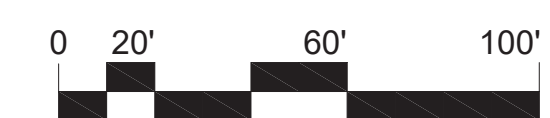
- 8'-0" WIDER WALKWAY FOR SERVICE VEHICLE(S)
- 6'-0" WIDER WALKWAY FOR SERVICE VEHICLE(S)
- 4'-0" STANDARD WIDTH WALKWAY
- 3'-0" STANDARD WIDTH WALKWAY

GENERAL NOTES

- a. CPD: CONSIDER EXPANDING BOTH ANNUAL AND PERENNIAL PLANTING WITHIN PARK AREA
- b. CONSIDER THE NEIGHBORHOOD ASSOCIATION PROVIDING SUPPORT FOR A HIGHER LEVEL OF MAINTENANCE AND PLANTING FOR THE PARK
- c. WHAT PLAYGROUND EQUIPMENT SHOULD BE CHANGED OR UPGRADED?
- d. PROPOSED SHELTER TO HAVE LIGHTING ADDED
- e. ARE ADDITIONAL ELECTRIC ACCOMMODATIONS NEEDED IN THE PARK?
- f. WHAT ARE CPD'S AND THE NEIGHBORHOOD'S GOALS?

KEYED NOTES

- 1 NEW SOLID SURFACE ADA COMPLIANT WALKWAY TO CONNECT VARIOUS ELEMENTS WITHIN THE PARK
- 2 PROPOSED WALKWAY CONNECTED TO NEIGHBORHOOD
- 3 UPGRADE AND POWER WASH EXISTING FEATURES IN THE PARK (STONE AND MASONRY WALL, FLAGSTONE, AND EXISTING WALKS)
- 4 ADA DOOR FOR ENTRY INTO GAGA PIT
- 5 1-2 PICNIC TABLE SIZED PAVILION WITH ADA ACCESSIBLE GRILL
- 6 BENCH
- 7 ADA SPACE
- 8 TRASH/RECYCLING
- 9 STROLLER PARKING
- 10 BIKE PARKING
- 11 CONCRETE PAD WITH PICNIC TABLE
- 12 GAGA PIT AND SIGNAGE RELOCATED
- 13 NEW ADA TRANSITION
- 14 NEW CONCRETE ADA COMPLIANT STAIRS AND LANDINGS, PIPE RAILING EACH SIDE, BLACK PROPOSED COAT HOOKS RACK
- 15 USE MATERIAL REMOVED FOR SIDEWALK CONSTRUCTION FOR FILL MATERIAL
- 17 SHADE STRUCTURE
- 19 NEW LIGHTS
- 20 NEW CULVERT UNDER SIDEWALK
- 21 DEMO SIDEWALK
- 22 REDO ALL PAVING OR LEAVE AS-IS
- 23 TIMBER AT EXISTING PLANTER TO BE POWER WASHED AND REMAIN



1 Site
1" = 40'-0"



ARCHITECTURAL EXPRESSIONS, LLP
113 ILLINI DRIVE, FORSYTH, IL 62535
PHONE: 217-877-4620 FAX: 217-877-4625
www.aexllp.com
IL DESIGN FIRM No. 184-001487

EXHIBIT A

DATE: _____
LIC. EXP.: _____

ADA CONCEPT SITE PLAN STUDY

CLARK PARK

CPD

900 S MCKINLEY AVE. CHAMPAIGN, IL

No.	Description	Date

PRELIMINARY

Project Number	6340
Date	3/30/23
Drawn By	KAE
Checked By	BAK

A101



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April 10, 2024

3. **Toy Sandlot**

- A. Consider moving the toy sandlot closer to the playground.
- B. Plan for people to sit near playground or sandlot with shelter nearby for covered seating. Consider benches, tables, or large rocks.
- C. Near the sandlot is a small log cabin structure. Does it stay or go?

4. **Fraker Memorial Garden**

- A. Maintenance man who serviced this area is retiring. Need to discuss scope of work in this area with him.
- B. Maintain budget as proposed.
- C. Fountain pump in good condition. Redesign grating, fix, and connect sidewalk.
- D. Power wash hardscape components.
- E. Modify and tuckpoint retaining wall.
- F. Planting/landscaping upgrade by CPD (NIC).

5. **Pavilion Shade Structure - Alternate 1**

- A. Provide one small pavilion. Considering 16'x16' or 12'x12' structure.
- B. A 16x16 configuration would have a concrete slab footprint of approximately 30'x30' per CPD standards with a sidewalk pattern around.
- C. Provide one exterior receptacle and one overhead light. This rough in is typical in Polygon Structures.

6. **Tennis Courts Resurface - Alternate 2**

- A. 2- courts are in good general condition and will stay.
- B. Budget may determine to resurface courts at a later time.
- C. Should one tennis court be converted to 2- pickleball courts?
- D. Consider crack fill and a Sportmaster acrylic surface overlay, 4-coat system.
- E. No sports lighting to be added.
- F. All Weather Courts, Dawson, Illinois was on site recently observing the condition of the existing courts.
 - 1. Contact: Pat Judge (217-361-8501)

7. **Basketball Court Resurface - Alternate 3**

- A. Determine by public demand if court should stay or be converted to pickleball.
- B. The court is in good general condition. Consider keeping.
- C. Upgrade the asphalt court:
 - 1. Sawcut off perimeter edge 6-8" inches.
 - 2. Fill cracks.
 - 3. Sportmaster acrylic surface overlay, 5-coat system (3 acrylic, 2 color coats).
- D. No fences to be added.
- E. No sports lighting to be added.
- F. Backstop in good condition.

8. **Pickleball Court New - Alternate 4A**

- A. Consider adding a new pickleball Court. Several options were discussed locations were discussed:
 - 1. The Play Toy Sand Lot.
 - 2. The existing Funnel Ball area.
 - 3. Convert an existing tennis court to 2- pickleball courts.
 - 4. Provide **Skinny Singles - Courts Alternate 4B**, 20'x64'. Refer to picture attached.
 - B. Fences 4-foot height will be added but not to completely enclose the court. Gaps in the fencing are desirable to keep neighbors from using the court area as a dog run.
 - C. The court will be Concrete with a Sportmaster surface, 4-coat acrylic system:
 - 1. Concrete would be less expensive with no other asphalt on project and ADA concrete work being completed at same time.
-



Page 3
April 10, 2024

-
- 2. CPD may want to consider prestressed concrete court rather than traditional poured in place for maintenance and longevity. The cost is higher.
 - 3. Increase perimeter of court by 1-foot around. Fence will set 1-foot inside of concrete edge as compared to asphalt setting outside edges.
 - D. Provide no wind screening.
 - E. Provide bench seating.
 - F. No sports lighting to be added.
-
9. The **Funnel Ball** area will be removed from Clark Park. Discussed options of replacing in same area Toy Sandlot and having component closer to Playground area or using area for Pickleball.
-
10. **Drinking Fountain**
- A. Replace existing fountain with (MDF) Most Dependable Fountain
 - 1. Will include water bottle filler and dog bowl.
-
11. **Park Site Lighting**
- A. Current budget has replacement of two light poles and the addition of two light poles.
-
12. Sitting Area - Corner of Charles and McKinley Streets
- A. Scope of work was reduced in this area only to power washing hardscape components.
 - B. **Gaga Pit:** Still to determine if it is to stay, be relocated or be removed?
-
13. **Borders:** Playground and sandlot borders not adjacent to concrete should be wood. CPD is flexible to other options. Railroad ties are not preferred. 8x8 and 10x10 wood timbers preferred.
-
14. **Maintenance, Landscaping and Planting**
- A. Such work shall be deleted from this scope and will be separately budgeted and completed by CPD.
-
15. **Alternate 5:** Consider **bench swings with shade structures** around playground areas.
- A. This is more for adult users.
 - B. Dan will provide recommended manufacturers.
-
16. **Survey/Civil** has been completed and is current.
- A. The budget shows \$2,500 for additional surveying if needed for spot elevations for ADA sidewalk design.
 - B. The budget shows \$7,100 for Design and Contract Documents for ADA/Civil work (sidewalks).
 - C. Civil work, \$9,600, is included in the A/E Agreement.
-
17. Plan and discuss schedule with CPD for public meetings and design.
-

PLEASE REPORT ANY SIGNIFICANT ERRORS OR OMISSIONS TO ARCHITECTURAL EXPRESSIONS, LLP AT 217-378-5300.

PROJECT COST OPINION

Project:	CLARK PARK ADA UPGRADES		DATE:	4/8/2024
Owner:	Champaign Park District		AEX#:	6970
Description:	Conceptual Estimate		OWNR#:	
		\$/SF: N/A	REV#:	
<i>ITEM</i>			%	AMOUNT
Pre-Planning Cost				N/A
Site Preparation (Incl. Demolition/Disposal)				
Hazardous Materials Remediation (Allowance)				N/A
Off-Site Work				N/A
WORK ITEM		ESTIMATE	\$/SF:	
PLAYGROUNDS - EQUIPMENT		177,200.00	-	
COURT CONSTRUCTION				
TENNIS COURTS	Alternate 2	41,840.00	-	
BASKETBALL COURT	Alternate 3	18,280.00	-	
PICKLEBALL COURT	Alternate 4A	47,872.00	-	
SKINNEY SINGLES COURT	Alternate 4B	23,936.00	-	
SERVICES				
CONVEYING		-	-	
PLUMBING		9,000.00	-	
HVAC		-	-	
FIRE PROTECTION		-	-	
ELECTRICAL		21,000.00	-	
General Maintenance Upgrade, Site Lighting Upgrade				
PAVILION	Alternate 1	26,409.00	-	
SHADE STRUCTURES & SWING BENCHES	Alternate 5	33,042.50		
SITE		78,333.1	-	
MAINTENANCE & LANDSCAPE UPGRADE		10,000.00		
Total Construction Contracts		462,976.60	-	\$ 462,976.60
General Contractor Markups (General Conditions, Overhead, and Profit)			15%	\$ 69,446.49
SUBTOTAL CONSTRUCTION RELATED ITEMS			-	\$ 532,423.09
Fixtures, Furnishings and Equipment (FFE)				
Architectural/Engineering/Civil Fees (Estimated)	8%			\$ 42,593.85
Civil Engineering Fees		9,600.00		\$ 9,600.00
Owner's Rep				\$ -
Other Reimbursables (Printing)				
Bonds, Permits and Fees (not included in construction contracts)-Performance Bond				\$ 5,000.00
Fixed Capital Equipment (not in construction contracts)				
Building or Property Acquisition				
Archeological Investigation (Does OSLAD require?)				
Audit				
SUBTOTAL PROJECT RELATED ITEMS			-	\$ 589,616.94
Contingency			12%	\$ 70,754.03
TOTAL FOR PROJECT			-	\$ 660,370.97



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: April 22, 2024

SUBJECT: FYE2024 Supplemental Budget

Background

By 70 ILCS 1205b/Park District Code, we present a supplemental budget proposal for the 2023/2024 Fiscal Year Supplemental Budget.

FY2024 interest income is projected to exceed the budget by \$918,527. We propose a supplemental budget to utilize \$562,974 of the supplemental Interest Income, to increase the budget and appropriations for lines that are currently projected to exceed their approved appropriation.

The Illinois Park District Code allows districts with an exceptional surplus, to propose a supplemental budget for its use. The Code specifies that none of the normal requirements for public review are necessary. Therefore, for the Board's review, we present **Ordinance #680** to supplement some appropriations. A summary and detailed listing of the Sources and Uses by which accounts will be supplemented is included in the ordinance.

Prior Board Action

FY2023-2024 Budget and Appropriation approved March, 27, 2023.

Budget Impact

FY2023-2024 Budgeted Expenditures increase by \$562,974. FY2023-2024 Appropriations increase by \$607,276.

Recommended Action

Staff recommends the Board acceptance of Ordinance #680: FYE2024 Supplemental Budget.

Prepared by:

Reviewed by:

Todd Blazaitis
Budget Manager

Sarah M. Sandquist, CPRE
Executive Director

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

Champaign Park District
 Supplemental Budget Proposal
 Summary by Fund

		----- SOURCES -----						----- USES -----				
FUND	FUND TITLE	FYE2024	FYE2024	FYE2024	Actual	Projected	Projected	SUPPLEMENTAL	SUPPLEMENTAL		SUPPLEMENTAL	
		ORIGINAL	ORIGINAL	Budgeted	Interest Income	Interest Income	Interest Income	BUDGET REQUEST	Amounts	FINAL	Amounts	FINAL
		BUDGET	APPROPRIATION	Interest Income	through 2/29/24	through 4/30/24	available for Supplement	to increase	Under-Budgeted	SUPPLEMENTED	Under-Appropriated	SUPPLEMENTED
								Lines	BUDGET		Lines	APPROPRIATION
Fund 01	General	5,758,098	6,168,980	361,549	606,700	725,039	363,490	181,547	5,939,645		186,661	6,355,641
Fund 02	Recreation	3,979,968	4,311,067	183,808	276,445	303,579	119,771	170,590	4,150,558		187,650	4,498,717
Fund 03	Museum	2,367,889	2,522,022	244,031	339,935	380,291	136,260	60,982	2,428,871		67,080	2,589,102
Fund 04	Liability	504,990	555,489	28,683	33,416	37,652	8,969	4,545	509,535		5,000	560,489
Fund 06	IMRF	263,520	316,224	25,257	33,668	37,203	11,946	-	263,520		-	316,224
Fund 08	Audit	34,500	37,950	1,000	557	705	(295)	-	34,500		-	37,950
Fund 09	Paving and Lighting	191,100	202,210	19,215	20,784	22,578	3,363	-	191,100		-	202,210
Fund 12	Special Donations	135,000	151,750	7,035	7,475	8,165	1,130	-	135,000		-	151,750
Fund 14	Social Security	470,000	540,500	10,364	12,539	15,713	5,349	-	470,000		-	540,500
Fund 15	Special Recreation	1,332,747	1,466,006	106,306	148,796	165,464	59,158	114,590	1,447,337		126,050	1,592,056
Fund 16	Capital Improvements	2,611,095	2,872,205	96,744	190,567	206,997	110,253	3,200	2,614,295		3,520	2,875,725
Fund 19	Police Protection	40,000	46,000	2,349	2,960	3,233	884	20,870	60,870		24,000	70,000
Fund 21	Bond Amortization	1,319,500	1,451,450	13,500	16,137	24,206	10,706	-	1,319,500		-	1,451,450
Fund 22	Bond Proceeds	1,905,500	2,044,550	51,615	65,460	65,000	13,385	-	1,905,500		-	2,044,550
Fund 24	Land Acquisition	-	750,000	41,539	72,379	78,630	37,091	-	-		-	750,000
Fund 25	Park Development	66,900	73,590	27,031	49,297	53,835	26,804	-	66,900		-	73,590
Fund 26	Trails & Pathways	-	100,000	25,568	32,979	35,831	10,263	-	-		-	100,000
Fund 27	Martens Center	-	-	-	-	-	-	6,650	6,650		7,315	7,315
Totals		20,980,807	23,609,993	1,245,594	1,910,094	2,164,121	918,527	562,974	21,543,781		607,276	24,217,269

Ordinance #680
FIRST SUPPLEMENTAL BUDGET AND APPROPRIATION ORDINANCE
For the Year Ended 2024

AN ORDINANCE CREATING AND ADOPTING THE SUPPLEMENTAL ANNUAL BUDGET AND APPROPRIATION OF FUNDS NECESSARY TO DEFRAY ALL NECESSARY EXPENDITURES AND LIABILITIES FOR THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING ON THE FIRST (1st) DAY OF MAY 2023, AND ENDING ON THE THIRTIETH DAY (30th) OF APRIL 2024, AND SPECIFYING THE SUPPLEMENTAL OBJECTS AND PURPOSES FOR WHICH SUCH SUPPLEMENTAL APPROPRIATION ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE.

BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS:

SECTION 1. It is hereby found and determined:

(a) Whereas FYE2024 results through February 29, 2024, show a positive variance-to-budget in Interest Income of \$664,500. Whereas that positive variance is projected to grow to \$918,527 by April 30, 2024, and whereas there are also several appropriations projected to exceed the legal limit by April 30, 2024, this Board has heretofore caused to be prepared a Supplemental Annual Budget and Appropriation, under 70 ILCS 1205/ Park District Code:

*...However, during any fiscal year, the governing body of any Park District may adopt a supplemental appropriation ordinance subsequent to the adoption of the annual appropriation ordinance for that fiscal year in an amount not to exceed the aggregate of any additional revenue available to the Park District or estimated to be received by the Park District. **The provisions of this Section regarding publication, notice, and public hearing shall not apply to the supplemental ordinance or to the budget document forming the basis of the ordinance.** After the first 6 months of any fiscal year have elapsed the board may by two-thirds vote transfer from any appropriation item its anticipated unexpended funds to any other item of appropriation, theretofore made, and the item to which said transfer is made may be increased to the extent of the amount so transferred*

Therefore, the staff presents this requested ordinance, with an attached list of detailed line sources and uses of the supplemental budget.

(b) This ordinance is offered pursuant to all other legal requirements for the adoption of the Annual Budget and Appropriation of this Park District for the fiscal year beginning May 1, 2023, and ending April 30, 2024, that have heretofore been performed.

Budget and Appropriation Totals & Supplemental Request by Fund						
Budget & Appropriations Totals by Fund May 1, 2023, through April 30, 2024						
					SUPPLEMENTAL APPROPRIATIONS REQUEST Amounts	
		FYE2024	FYE2024	to increase		FINAL
		ORIGINAL	ORIGINAL	Under-Appropriated	SUPPLEMENTED	
FUND	FUND TITLE	BUDGET	APPROPRIATION	Lines	APPROPRIATION	
Fund 01	General	5,758,098	6,168,980	186,661	6,355,641	
Fund 02	Recreation	3,979,968	4,311,067	187,650	4,498,717	
Fund 03	Museum	2,367,889	2,522,022	67,080	2,589,102	
Fund 04	Liability	504,990	555,489	5,000	560,489	
Fund 06	IMRF	263,520	316,224		316,224	
Fund 08	Audit	34,500	37,950	-	37,950	
Fund 09	Paving and Lighting	191,100	202,210	-	202,210	
Fund 12	Special Donations	135,000	151,750	-	151,750	
Fund 14	Social Security	470,000	540,500	-	540,500	
Fund 15	Special Recreation	1,332,747	1,466,006	126,050	1,592,056	
Fund 16	Capital Improvements	2,611,095	2,872,205	3,520	2,875,725	
Fund 19	Police Protection	40,000	46,000	24,000	70,000	
Fund 21	Bond Amortization	1,319,500	1,451,450		1,451,450	
Fund 22	Bond Proceeds	1,905,500	2,044,550		2,044,550	
Fund 24	Land Acquisition	-	750,000		750,000	
Fund 25	Park Development	66,900	73,590		73,590	
Fund 26	Trails & Pathways	-	100,000		100,000	
Fund 27	Martens Center	-	-	7,315	7,315	
Totals		20,980,807	23,609,993	607,276	24,217,269	

Detail by Line Item, By Fund Attached

This ordinance shall be in full force and effective immediately upon its passage. Passed this 8th day of May 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

[SEAL]

CHAMPAIGN PARK DISTRICT

By

Craig Hays, Board President

ATTEST:

Jarrod Scheunemann, Board Secretary



Online Upload of Recorded Board Meetings Policy

The Champaign Park District Board of Commissioners (Board) encourages all residents to be well informed about Park District business. Therefore, the Board shall livestream the following Board meetings: Regular Board Meetings, Special Board Meetings, Public Hearings, and Study Sessions. Executive sessions of the Board will not be videotaped or otherwise recorded for purposes of public dissemination under this policy.

Park District staff shall livestream all meetings through an online video service, and post links to said livestreams on the agenda of each meeting. Each open Board meeting shall be recorded and posted on the Park District's website and/or social media accounts. The recorded meetings shall be retained online for thirty (30) days and removed/destroyed pursuant to the Park District's records retention schedule as approved by the Illinois State Archives Local Records Unit.

Approved by Board of Commissioners May 8, 2024

Craig W. Hays, President

Sarah Sandquist, Executive Director