



**AGENDA  
SPECIAL BOARD MEETING  
BRESNAN MEETING CENTER  
706 Kenwood Road  
Champaign, Illinois**

Citizens may livestream or listen to the Public Hearing and/or 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. Pursuant to Board policy, a recording of this meeting will be posted online and linked at the Champaign Park District website for thirty (30) days and then removed.

For online video access, please use the following Meeting ID and Password when prompted:

Meeting ID: 858 8994 2842

Passcode: 955382

Alternatively, the meeting may be accessed by telephone at:

1-312-626-6799, If prompted for the following items, please enter:

Meeting ID: 858 8994 2842, followed by the # symbol

Password: 955382, followed by the # symbol

**Wednesday, August 28, 2024  
5:30 P.M.**

**A. CALL TO ORDER**

**B. PRESENTATION**

1. Trails of the Grand Prairie – Jeff Yockey

**C. 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.*

**D. OLD BUSINESS**

1. Approval of Agreement with Clark Dietz for Parkland Way Reconstruction Engineering  
Staff recommends the Board authorize the Executive Director to enter into the Professional Services Agreement with Clark Dietz for the Phase 1 engineering of reconstructing Parkland Way, for a total of \$498,970.00. [Link](#)

**DI. NEW BUSINESS**

1. Approval of a Resolution to Apply for an Open Space Land Acquisition and Development (OSLAD) Grant  
Staff recommends approval to proceed with \$ 600,000 OSLAD grant as shown in attachment 1, and authorization and signature of Grant Program Resolution of Authorization due to IDNR by September 30, 2022. [Link](#)
2. Approval of Intergovernmental Agreement with the City of Champaign for Shared Use of John Street Building  
Staff recommends approval of an intergovernmental agreement with the City of Champaign for shared use of the John Street building. [Link](#)

**DII. DISCUSSION**

1. SmartRec Impact and Summer 2024 recap [Link](#)

**G. COMMENTS FROM COMMISSIONERS**

**H. ADJOURN**



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** August 22, 2024

**SUBJECT:** Parkland Way Professional Services Agreement with Clark Dietz

### Background

Over the past 40 years, numerous efforts have been made to review and evaluate reconstructing Parkland Way to bring it up to current City of Champaign standards and improve safety. The most recent engineering study was completed in 2005 but there was no significant action taken afterwards.

The scope of work for this Professional Service Agreement (PSA) consists of completing phase 1 engineering for the reconstruction of Parkland Way. Phase 1 engineering would include a topographic survey, inspections, materials testing, stakeholder meetings, preliminary plans, cross section drawings, and many other items listed in the attached Labor Hours Estimate Sheet.

This PSA has been reviewed by legal counsel and suggested changes were accepted by Clark Dietz.

### Budget Impact

The total for the Professional Services Agreement is \$498,970.00. The Park District is anticipating receiving \$500,000 in Congressionally Directed Funds to cover the cost of this study.

### Recommended Action

Staff recommends the Board authorize the Executive Director to enter into the Professional Services Agreement with Clark Dietz for the Phase 1 engineering of reconstructing Parkland Way, for a total of \$498,970.00.

Prepared by:

Sarah Sandquist  
Executive Director

Reviewed by:

Marguerite Bailey  
Administrative Project Manager



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** August 28, 2024

**SUBJECT:** Parkland Way timeline

Consolidated history to date

- In late 1974, representatives from Champaign Park District (CPD) and Parkland College agreed to construct a road to provide additional egress to Dodds Park and Parkland College. An agreement to share the cost of construction was solidified in January 1975.
- Since the early 80's, there have been multiple attempts to reconstruct the road, transfer ownership to City of Champaign (City), apply for state and federal funding, engineering studies completed, and several task forces developed to try to tackle getting the road rebuilt.

September 2023

- CPD contracted with Champaign County Regional Planning Commission (CCRPC) to conduct a Traffic Study in Fall 2023. Parkland College contributed 50% of the cost of the study. Results of the study showed approx. 1,700 vehicles use the road daily and travel at speeds of up to 60mph. There are no fatalities or major incidents on the road to date. A cost estimate of \$6.6 million was included in the study although staff estimate this figure was low and a full engineering study is necessary to develop a true cost estimate.

February 2024

- Executive Director (ED) met with City Manager (CMO) in February and CMO indicated City would most likely not take over Parkland Way even if CPD reconstructed to current City standards. CMO cited several reasons, the two main reasons being the City already has miles of deferred maintenance on existing roads and Parkland Way does not connect to any existing City roads.

## April 2024

- ED pitched Parkland Way reconstruction to Champaign County First (CC1) and was selected as one of 15 priority projects. ED attended Washington DC (DC) in April with CC1 to seek funding for the project. The pitch, including the importance of reconstructing Parkland Way, also highlights the significance of the road from a regional perspective, drawing potential connections to Garden Hills neighborhood and the new Hedge Park as well as the Illinois WorkNET Center. Representative Nikki Budzinski took interest in the project and encouraged an application for Congressionally Directed Funds (CDF), which was due hours after meeting with her. After returning from DC, Rep Budzinski called ED and notified her \$1 mil had been put forth in her priority projects to be used for engineering costs of reconstructing the road.

## May 2024

- CPD, Parkland College and CCRPC met to discuss continued plans with the news of potential CDF. CCRPC indicated that scoring for state and federal grant applications does not favor grant requests specifically aimed at reconstructing the road as a complete street. Reasons for this include insufficient safety data and the lack of scale of the road. Typically, federal dollars are allocated to highways and bridges which do not apply to Parkland Way. A suggestion was made to take a different approach and break the project into pieces. The overall goal of reconstructing the road would remain but could be completed through phasing. First, through the creation of a multi-use path which would separate pedestrians and cyclists from cars. Even though there is no current safety data, observation indicates the road is unsafe and mixes pedestrians, cyclists, and cars. Additionally, cars park on the shoulder of the road during sporting events, which further constricts the already narrow roadway. The Greenbelt Bikeway, which is currently under construction to connect Heritage Park and Kaufman Lake dead ends at Parkland Way with no option for non-motorists to continue through Dodds Park, get to Parkland College, or to travel N on Mattis Ave. CCRPC identified an opportunity to apply for a state Illinois Transportation Enhancement Program (ITEP) grant, and the grant cycle opens in September. The grant has an 80/20 match with funding up to 3 million for multi-use paths. The grant is offered bi-annually. It would be a big lift to apply in 2024, but not

impossible. CCRPC identified the following three (3) items needed to apply for the grant:

- Preliminary engineering work, specifically on a multi-use path. This engineering could exist within the full engineering of the reconstruction of the road but would need to have multi-use path cost estimates isolated from the total.
- Community engagement on the potential project
- Support from Illinois Department of Transportation (IDOT)

#### June 2024

- CPD, Parkland College, CCRPC, and City of Champaign Engineering and Planning met with Scott Neihart with IDOT and pitched the Parkland Way reconstruction project. IDOT verbally expressed support for the project and application for ITEP grant, but expressed concern a multi-use path on Mattis Ave would require coordination from the railroad to create a safe crossing to then get to the signaled intersection at Paula Dr.
- An agreement with Clark Dietz for preliminary engineering on a multi-use path was presented to Park Board of Commissioners and tabled due to lack of information. The cost estimate was \$200,000 and was a critical piece of information needed to apply for an ITEP grant.
- A survey was developed and distributed to the community on the perceived safety of Parkland Way, and priorities for reconstructing the roadway. CPD received approximately 300 responses.

#### July 2024

- As a follow up to the meeting with CCRPC and IDOT, Rita Moricoima-Black shared the following information- “Today, I was notified by IDOT that they received approval for including the shared use path in IDOT’s railroad (RR) crossing project. IDOT district 5 has secured funding for the NS railroad crossing replacement project on Mattis Avenue north of Hedge Road for FY 2025. The crossing will be extended to accommodate the proposed shared use path as discussed at the meeting pertaining to the Parkland Way project. A raised median will be added with the project to accommodate signal equipment required by the NS railroad. IDOT District 5 will prepare plans for the raised median, shared use path, and culvert extension at the crossing. This project will be let by IDOT and funded with section 130 funds. A letting date is not available at this time. I will keep you informed as the project progresses.

Also, the City of Champaign notified me that the project manager for the Hedge Road basin and the Paula Drive drainage improvements is exploring if the city can include a 10' path connection in each of those projects. The southern portion would happen sometime in the next year or so, with the northern portion following with the next phase of the overall drainage improvements (it is slated to bid in FY 2025). If that works out it would connect Paula to Hedge with the shared use path.

The piece missing if the Champaign Park District receives the ITEP grant will be from Parkland Way to Hedge Road along Mattis Avenue which hopefully the City of Champaign would agree to submit a future ITEP application to fill the gap. I would say that we had the meeting with IDOT at a proper time, so that they were able to request the funding for adding a shared use path to the existing RR project.”

- ED met with CMO and City Engineering and Planning staff. Potential options of transferring Parkland Way to City jurisdiction were discussed. The road in its current state, and the fact that it is surrounded by IDOT jurisdiction roads makes it undesirable for the City to take it over. Other possible options would be for CPD to reconstruct the road and then contract with the City to maintain it. CMO submitted a letter of intent solidifying commitment to the project.
- ED met with Karl Gnadt and Ashlee McLaughlin with Metropolitan Transportation District (MTD) to discuss interest in utilizing Parkland Way if it were reconstructed to handle heavy vehicles. MTD shared they do not currently have any bus routes on Mattis Ave. and have no interest in expanding routes to include regular use on Parkland Way. They did indicate interest in occasional use in the event Perimeter Road is closed. They also would be interested in participating in a Mattis Ave Corridor study provided it would consider mass transit options. MTD submitted a letter of support solidifying their lack of desire to use Parkland Way regularly but overall support for the project.
- CPD received additional information from Representative Budzinski’s office that \$500,000 was the final amount submitted to the Appropriations Committee and approved to move forward in total budget request to Congress. We anticipate receiving the funds in 2024. There is allowance to seek reimbursement if costs are directly related to reconstruction of Parkland Way. Preliminary engineering would be eligible for reimbursement.

August 2024

- ED, Dan Olson, Clark Dietz, and City Engineering and Planning met to discuss required amenities needed to bring the road up to City standards. City opinion was without preliminary engineering completed, they are unable to recommend a requirement for certain amenities like curbs and gutters vs. updating the current ditches and swales. A recommendation of next steps was made to go through full engineering and then come back for full plan review.
- ED met with Pam Lau and Stephanie Stuart to discuss cost sharing of reconstructing Parkland Way. Parkland College is committed to maintaining their share of Parkland Way as well as the Perimeter Road around Parkland College. They also provide snow removal to Parkland Way despite having an IGA in place with CPD. They do not feel comfortable requesting financial assistance from their Board of Trustees. They expressed the need for additional information on the full cost of reconstruction before seeking anything formal from their board. They are not interested in taking over ownership of the roadway. They submitted a letter of intent to continue as a partner in the project as it develops, and staff gain more understanding of total estimated cost.

#### Next Steps

- Approve Preliminary Engineering agreement with Clark Dietz.
- Re-engage with City of Champaign for Plan review and solidify scope of project for reconstruction.



CHAMPAIGN PARK DISTRICT

SUMMARY OF DEVELOPMENT COMMITTEE MEETING  
4:00 PM, November 7, 1974 at THE MEETING CENTER

Present: Chairman William Helms, Jerome Sholem, Donald F. Bresnan, Dr. William Staerkel, Harold Miller, Robert Toalson, Jack White, Pat Dorsey, Patricia Norris, and Reporter Les Somogyi.

Need for a road through Pick Dodds Park to Parkland College was discussed. It was established that Parkland does still want a road and that there is a real need for additional access to and egress from the College.

Mr. Helms described the road to be built as a 22 foot concrete or asphalt one with no curb and gutter. Dr. Staerkel agreed this would be adequate.

Use of the road was discussed. No parking could be permitted on the road and no truck or construction traffic could be permitted through the park.

Preliminary cost estimates were presented and discussed.

Mr. Helms explained the drainage plans and plans to start on the road. He pointed out that if action by Parkland's board was required it would be needed right away. Mr. White asked if Parkland would be ready to start in January or February and Dr. Staerkel replied that they would.

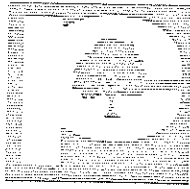
Mr. Toalson reviewed the 72 bond allocation for development of Pick Dodds Park.

Mr. Miller outlined some necessary steps for Parkland. The College should have full access to Park District plans. The engineers should work together or we should use the same engineer. Champaign Park District has Daily and Associates.

Parkland will probably have to submit their plans to the State and find out if a common engineer can be employed. We could probably both employ Daily and have specifications written for projects A and B.

Toalson asked if Parkland College could help to share the expenses of building the road in the park. Both Mr. Miller and Dr. Staerkel agreed the College should consider paying more and an equitable contribution should be decided. Mr. Bresnan recommended getting engineer's estimates and working from this.

Dr. Staerkel said that Daily should discuss the road with Parkland administrators so they can make a recommendation for the Parkland Board to consider on November 20.



**PARKLAND COLLEGE**  
2400 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61820 217/351-2233

William M. Staerke, President

January 27, 1975

Mr. Robert Toalson  
General Manager  
Champaign Park District  
706 Holiday Park Drive  
Champaign, Illinois 61820

Dear Bob:

The Parkland College Board of Trustees at its regular meeting on January 15, 1975, took the following actions:

- Adopted a resolution agreeing to pay one-third of the cost of the Dodds Park Road to the Parkland property line, and 100% of the costs of the road from that point into the Parkland campus.
- Approved the annexation of the Parkland College campus into the Champaign Park District. A description of the Parkland College land is enclosed.

We appreciate the splendid cooperation of the Champaign Park District, and look forward to the development of the park.

Sincerely yours,

William M. Staerke  
President

WMS/rjs

Enclosure

**PROFESSIONAL SERVICES AGREEMENT**

**Parkland Way Pathway (“Project”)**

This Agreement is by and between

**Champaign Park District (“Client”)**

*706 Kenwood Road  
Champaign, IL 61821*

and

**Clark Dietz, Inc. (“Clark Dietz”)**

*125 W. Church Street  
Champaign, IL 61820*

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

**Agreed to by Clark Dietz**

By: \_\_\_\_\_

By: Sean M. Widener

Title: \_\_\_\_\_

Title: Senior Vice President

Date: \_\_\_\_\_

Date: August 19, 2024

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

The Champaign Park District is seeking to improve multimodal accommodations along Parkland Way from Perimeter Road to Mattis Avenue and provide connections to existing pathway networks in the region. The proposed improvement is anticipated to include a reconstructed Parkland Way in accordance with City of Champaign collector street standards which includes a thirty-one (31) foot wide pavement, a five (5) foot wide sidewalk on one side and twelve (12) foot wide shared-use pathway on the other side. Edge treatment such as curb and gutter or paved shoulders will be evaluated as part of the project development. Funding for the project is anticipated to include state and federal monies whereas the preliminary engineering design will be completed in accordance with IDOT guidelines. Actual funding source and/or agency is unknown at the time of this agreement.

**B. Scope**

The scope of services will include Phase I Preliminary Engineering Services in accordance with the Illinois Department of Transportation's design criteria. The project will include a study and report phase and preliminary design phase as described below:

1. STUDY/REPORT PHASE
  - a. Data Collection
  - b. Development of Project Purpose and Need
  - c. Determination of Preferred Alternative
  - d. Location Drainage Study
  - e. Environmental Clearances
  - f. Abbreviated IDOT Project Development Report
2. PRELIMINARY DESIGN PHASE
  - a. Preliminary Plans and Estimates
  - b. Utility Coordination
  - c. Public and Project Stakeholder Coordination
3. FINAL DESIGN PHASE *(not included)*
4. BIDDING/NEGOTIATION PHASE *(not included)*
5. CONSTRUCTION PHASE *(not included)*
6. CLOSEOUT *(not included)*

A detailed summary of the project's scope of services is attached as "Exhibit A" and is made part of this agreement. An additional summary of the Phase I Environmental Services is shown in the Fehr Graham proposal letter dated June 18, 2024, attached as "Exhibit B", and is also made part of this agreement.

**C. Schedule**

The project is anticipated to begin in September 2024 and be completed in October 2025 pending coordination items or agency review periods outside of the control of Clark Dietz.

**D. Assumptions/Conditions (if applicable)**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;
2. Preparation of assessment roles or schedules;
3. Processing of Federal permits;
4. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;
5. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Dan Olson, Director of Operations.**

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**D. Other**

Prepare any necessary reports and/or presentations for communications with the Champaign Park District Board.

**PART III  
COMPENSATION**

**A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$498,970.00, and shall include the following:
  - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

**B. Billing and Payment**

1. Timing/Format
  - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
  - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at **one (1%) percent pursuant to the Prompt Payment Act** of the past due amount per month, which shall be calculated from the date of the invoice.
  - c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation **may** be equitably adjusted **by the parties** to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
  - d. Client shall make payments to Clark Dietz using one of the following methods:
    - 1) CLARK DIETZ LOCKBOX:  
Clark Dietz, Inc.  
125 West Church Street  
Champaign, IL 61820
    - 2) ELECTRONIC FUNDS/ACH PAYMENT:  
Account Name : Clark Dietz, Inc  
Bank Name: Hickory Point Bank and Trust  
Address: 225 N. Water St.  
City/State/Zip: Decatur, Il 62523  
Account Number: 3911880  
ABA Routing Number: 071124805

3) WIRE TRANSFER (*\*Wire fees are the responsibility of the sending party*)

Bank Name: Hickory Point Bank and Trust  
Address: 225 N. Water St.  
City/State/Zip: Decatur, IL 62523  
ABA/Routing Number: 071124805  
Account Title: Clark Dietz, Inc.  
Account Address: 125 W. Church St.  
City/State/Zip: Champaign, IL 61820-3510  
Account Number: 3911880

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



## PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz and Client may agree to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon **thirty (30)** days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services rendered, excluding profit and termination expenses.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Client since Client has commissioned and paid for the work and such instruments of service. Client shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In developing and providing any drawings, reports, and data on any form of electronic media generated and furnished by Clark Dietz, it agrees that all such drawings, reports, and data are instruments of service under section 5. The Client agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, such efforts shall be compensated for as Additional Services.  
  
In addition, the Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees, and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of any changes made by anyone other than Clark Dietz or from any use or reuse by Client of the electronic files without the prior written consent of Clark Dietz.  
  
The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and the electronic files, the signed or sealed hard-copy construction documents shall govern for the purposes of interpreting this Agreement. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.
7. **COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** 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 Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:
- a) **General Liability:** Commercial General Liability insurance with policy limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage. The policy shall be properly endorsed or have applicable riders as hereinafter described;
  - b) **Automobile Liability:** Automobile Liability insurance covering owned and rented vehicles operated by Clark Dietz with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage. The policy shall be properly endorsed and/or have appropriate riders as hereinafter described;
  - c) **Worker's Compensation:** Worker's Compensation insurance at the statutory minimum limits and Employers Liability with a limit of not less than \$1,000,000.00; and
  - d) **Professional Liability:** Professional Liability insurance in an amount not less than \$5,000,000.00.

Client, its commissioners, officers, agents, employees and volunteers shall be covered and named as additional insureds under the General Liability coverage which 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, Clark Dietz shall furnish Client with certificate(s) of insurance and applicable policy endorsement(s) or riders, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days written notice to Client prior to cancellation or material change of any insurance referred to therein. Failure of Client to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Client to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Clark Dietz's obligation to provide and 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 Client in its sole discretion.

All insurance coverage provided by Clark Dietz shall be primary coverage as to Client. Any insurance or self-insurance maintained by Client shall be in excess of the Clark Dietz's and shall not contribute to or with it.

Clark Dietz shall indemnify and hold harmless Client and its commissioners, officers, agents, employees, and volunteers from and against all claims, damages, losses, costs and expenses arising out of or resulting from the performance of the Clark Dietz's work, provided that any such claim, damage, loss, cost or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property of any kind or character whatsoever, including the loss of use there from, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Clark Dietz, any Subcontractor, 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 by Client. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation to indemnify which would otherwise exist as to any party or person described herein. Clark Dietz shall similarly protect, indemnify and hold and save harmless Client, its commissioners, officers, agents, employees, and volunteers against and from any and all claims, costs, causes, actions and expenses incurred by reason of Clark Dietz's breach of any of its obligations under, or Clark Dietz's default in the performance of any provision of this Agreement.

14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without application of its conflict of laws principles. Venue for any action related to, arising from and/or connected with this Agreement shall be in Champaign County, Illinois.

15. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances provided that, in the event Clark Dietz or any of its consultants become aware of any hazardous materials or substances, they shall promptly inform Client. If required by law, the Client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. REMODELING AND RENOVATION. For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
20. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.
21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.
22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire *in accordance with the applicable statute of limitations provided for pursuant to Illinois law.*
24. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. *Third, if the dispute or any issues remain unresolved after the above steps, the parties agree that any disputes will be resolved through court action.*

## LABOR HOUR ESTIMATE

**Project:** Champaign Park District Parkland Way Reconstruction from Perimeter Road to Mattis Avenue

**Date:** 8.5.2024  
**Estimator:** S. Widener

**Scope:** Phase I Preliminary Engineering for proposed reconstruction of Parkland Way (approximately 3,700 feet) designed in accordance with IDOT and DCEO guidelines. Scope of services includes Geotechnical and Environmental services for both the immediate pathway project and future roadway reconstruction project.

Approximate Schedule:  
September 2024 - October 2025

ITEM	Sen. Proj. Mngr. P7	Project Manager P6	Proj Engr / Survey Tech P3 / T4	Design Engineer P2	Total	Expenses
<b>Data Collection (Total Project)</b>						
Set and traverse through control points, Parkland site calibration			4	4	8	
Vertical Control - level run and set benchmarks			4	4	8	
Topographic Survey - Identified Project Area (3,700 Feet)	2	2	32	4	40	\$ 500.00
Property Pin Search (Mattis Avenue)			2	2	4	
Structure Inspections (assume 12)			8	8	16	
ROW and property line research and approximation		2	2		4	
Soil borings & pavement core locations for geotechnical study and report.		2	4	4	10	\$ 45,000.00
Design JULIE and convert linework to CAD		2	4	16	22	
Download survey data, create basemap and TIN surface			6	2	8	
Site visit to take photos, drone flights and prepare photo catalog			4		4	\$ 100.00
			<b>Subtotal (Hours)</b>		<b>124</b>	
<b>Environmental Clearances (Total Project)</b>						
Coordination of Environmental Clearances (by others)	2	12	2		16	\$ 20,300.00
			<b>Subtotal (Hours)</b>		<b>16</b>	
<b>Phase I Preliminary Engineering</b>						
Prepare ORD workspace and coordinate with project stakeholders.		4	8		12	
Develop design criteria.	4	16	4	4	28	
Obtain, review and summarize 5 year crash history.		2	12	12	26	
Obtain and review existing traffic counts including pedestrian and bicycle volumes.		2	6		8	\$ 5,000.00
Develop existing typical sections.		6	8	2	16	
Evaluate existing multimodal connectivity within project study area.	4	8	8		20	
Conduct typical section study (Assume a maximum of 2 alternatives - Urban and Rural)	2	48	60	24	134	
Develop proposed typical sections (includes rigid pavement design).		8	32	4	44	
Determine preferred pathway alignment and logical termini (assume 2 alternatives).	4	24	16	16	60	
Develop existing and proposed traffic model, forecast, and summarize operations.		4	20		24	
Evaluate traffic calming solutions such as mini roundabouts, raised crosswalks, etc.		8	16		24	
Conduct milestone meeting with project stakeholders (assume 1 meeting).	2	2	2		6	\$ 100.00
Establish horizontal and vertical alignments for roadway based on preferred alternative.	4	32	48	16	100	
Conduct location drainage study and report.	16	60	60	8	144	\$ 100.00
Conduct lighting study and report.	4	48	24	4	80	\$ 100.00
Analyze existing utilities and identify potential conflicts.		8	16	4	28	
Prepare a traffic management plan.	2	32	80	12	126	
Prepare preliminary plan sheets (assume 10 sheets @ 20 scale)	2	60	60	24	146	
Prepare conceptual marking/signing plan (assume 5 double plan sheets @ 20 scale)		16	24		40	
Prepare conceptual lighting plan (assume 10 sheets @ 20 scale)	2	32	48		82	
Prepare preliminary cross sections (assume 15 sheets @ 5 XS per sheet).	2	24	60	16	102	
Prepare design exception forms based on preferred alternative.		8	8		16	
Conduct milestone meeting with project stakeholders (assume 1 meeting).	2	4	4		10	\$ 100.00
30% Plans - Prepare Cover Sheet (1 sheet)		2	2	2	6	\$ 100.00
30% Plans - Prepare Typical Sections (assume 4 sheets)	2	12	12	8	34	\$ 200.00
30% Plans - Refine Preliminary Plans (assume 10 sheets - see above)	4	80	80	32	196	\$ 500.00
30% Plans - Refine Cross Sections (assume 15 sheets @ 5 XS per sheet - see above)	2	32	60	16	110	\$ 500.00
Calculate preliminary quantities and prepare opinion of probable construction cost.	8	32	32	16	88	\$ 100.00
Conduct milestone meeting with project stakeholders (assume 1 meeting).	2	4	4		10	\$ 100.00
Conduct public information meeting (assume 1 meeting).	2	8	8	16	34	\$ 2,000.00
Prepare abbreviated IDOT Project Development Report (PDR) and submit for review.	8	60	96	60	224	\$ 1,000.00
Address PDR review comments and resubmit for approval.	2	6	12	6	26	\$ 100.00
			<b>Subtotal (Hours)</b>		<b>2,004</b>	

## LABOR HOUR ESTIMATE

**Project:** Champaign Park District Parkland Way Reconstruction from Perimeter Road to Mattis Avenue

**Date** 8.5.2024  
**Estimator** S. Widener

**Scope:** Phase I Preliminary Engineering for proposed reconstruction of Parkland Way (approximately 3,700 feet) designed in accordance with IDOT and DCEO guidelines. Scope of services includes Geotechnical and Environmental services for both the immediate pathway project and future roadway reconstruction project.

Approximate Schedule:  
September 2024 - October 2025

ITEM	Sen. Proj. Mngr. P7	Project Manager P6	Proj Engr / Survey Tech P3 / T4	Design Engineer P2	Total	Expenses
<b>Project Administration</b>						
General Project Administration (assume 12 months)	6	12			18	\$ 2,000.00
Design Team progress meetings (assume 12 meetings)	6	12	12	12	42	
Miscellaneous Coordination	8	24			32	\$ 300.00
				<b>Subtotal (Hours)</b>	<b>92</b>	
<b>Total (Hours)</b>	<b>104</b>	<b>760</b>	<b>1,014</b>	<b>358</b>	<b>2,236</b>	
<b>Total (Fee)</b>	<b>\$ 24,960</b>	<b>\$ 174,800</b>	<b>\$ 167,310</b>	<b>\$ 53,700</b>	<b>\$ 420,770</b>	<b>\$ 78,200</b>
<b>SUMMARY</b>						
Total Hours	104	760	1,014	358	2,236	
Hourly Billing Rate	\$ 240	\$ 230	\$ 165	\$ 150		
Total Fee	\$ 24,960	\$ 174,800	\$ 167,310	\$ 53,700	\$ 420,770	<b>\$ 498,970</b>
<b>Clarifications/Exclusions/Assumptions</b>						
- Includes Phase I Preliminary Engineering scope of services only. Phase II Final Design is <u>not included</u> and assumed to be added via contract supplement or separate agreement.						
- Assumes no changes with traffic channelization at Perimeter Road and Mattis therefore formal development of IDS's is <u>not included</u> in the scope of services.						
- Assumes an IDOT project development report will be required due to anticipated state/federal funding source.						
- Geotechnical engineering will be performed by ERI. Budget allowance of \$45,000 is included herein. Scope includes field work and IDOT geotechnical report.						
- Environmental Clearances will be performed by Fehr Graham. Proposed budget of \$20,300 is included herein. Scope includes ESR and PESA. Scope excludes PSI activities.						
- Traffic Counts will be performed by others. Budget allowance of \$5,000 is included herein. Scope includes traffic counts at two intersections (Mattis Avenue and Perimeter Road).						

June 18, 2024

Mr. Sean Widener, PE  
Clark Dietz, Inc.  
125 W. Church Street  
Champaign, Illinois 61820

**RE: Phase I Environmental Services  
Parkland Way Roadway Reconstruction and Pathway  
Champaign, Illinois 61821**

Dear Mr. Widener:

Fehr Graham is pleased to provide this proposal for Phase I Environmental services, which includes an Environmental Survey Request (ESR) for IDOT review and a Preliminary Environmental Site Assessment (PESA) on the Parkland Way Improvement Projects in Champaign, Illinois. It is our understanding this project includes the construction of a ten-foot-wide concrete path north of Parkland Way from Perimeter Road to Mattis Avenue and east of Mattis Avenue from Parkland Way to Hedge Road, as well as the reconstruction of Parkland Way from Mattis Avenue to the western jurisdictional limit. The roadway reconstruction work is being completed under DCEO funding. The pathway work is being completed under a combination of ITEP, DCEO, and local funding.

The following scope of work is proposed to assist Clark Dietz with environmental clearance on the project area:

## **SCOPE OF SERVICES**

### **Environmental Survey Request (ESR)**

Fehr Graham will prepare ESR exhibits and forms for IDOT review. Preliminary project submittals will be made to SHPO for cultural considerations and EcoCAT for biological considerations. In addition, Fehr Graham will complete the preliminary special waste assessment screening. Fehr Graham will require CAD files of the project area for completion of the ESR.

### **Preliminary Environmental Site Assessment (PESA)**

Based on the proposed project alignment and surrounding commercial and industrial site operations, we anticipate a PESA will be required.

The purpose of the PESA is to identify, to the extent feasible, Recognized Environmental Conditions (RECs) in connection with the properties abutting the highway project area. The PESA will be conducted as a reasonable and prudent investigation of the Property and adjacent properties to provide the client with the information necessary on which to base decisions concerning the environmental conditions along the right-of-way and adjacent sites along the proposed alignment. Although the PESA follows many of the same principles and methodologies of an ASTM E1527-21 Phase I Environmental Site Assessment, it is not designed to fulfill the All-Appropriate Inquiry requirements of the Small Business Liability Relief and Revitalization Act (SBLRRA), a 2001 amendment to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

June 18, 2024

Mr. Sean Widener, Clark Dietz, Inc.

Phase I Environmental Screening – Parkland Pathway, Champaign, Illinois

Page 2

The PESA, in relation to highway projects, is utilized to identify environmental risks in order to protect human life and health, liability, reduce unexpected delays and construction considerations. The scope of work items that will be included in this assessment are as follows:

1. Identification of the “sites” contained within the Property, for adjoining, similar use properties, these sites may be combined for simpler reporting.
2. Conduct site reconnaissance to observe and evaluate exterior areas of the Property. Observe surrounding properties from public right-of-way areas.
3. Evaluate physical setting sources (site geology and hydrology) to assess the impact of potential contaminant migration as related to RECs at the Property and surrounding sites.
4. Evaluate natural features and hazards that may encumber the project.
5. Reviewing readily available historical data sources to develop a history of the previous use(s) of the Property and surrounding sites in an attempt to identify the likelihood of past uses having led to RECs. Historical data sources include historical aerial images, available Sanborn Fire Insurance maps, and historical topographic maps.
6. Reviewing the ASTM E1527-21 Standard Environmental Record Sources available through a database record search to identify RECs in connection with the Property and the general vicinity. If necessary, to allow for a detailed evaluation of environmental conditions related to the Property or a surrounding site. Record requests to local, state, and federal regulators are not included in the scope of the PESA, unless deemed necessary by the Environmental Professional conducting the assessment.

For the purpose of the PESA, these typical non-scope items and conditions (as described in ASTM E1527-21) may be discussed and declared as a *De minimis* condition or a REC if the Environmental Professional deems it necessary:

- An evaluation of asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint, lead/nitrates in drinking water, mold, radon, regulatory compliance, and wetlands.
- Physical sampling and analysis of site soils, soil gas, groundwater, building, or other materials.

## EXCLUSIONS

The following tasks and items are **not** included in this scope of work but may be added for additional fees at the written request of Clark Dietz:

- » Preliminary Site Investigation (PSI) activities including but not limited to physical sampling and analysis of soil, groundwater, soil vapor, hazardous building materials, etc.
- » Clean Construction Demolition Debris (CCDD) evaluation and certification.
- » Onsite construction monitoring, inspection, or survey services.

June 18, 2024

Mr. Sean Widener, Clark Dietz, Inc.

Phase I Environmental Screening – Parkland Pathway, Champaign, Illinois

Page 3

## SCHEDULE

We will work diligently to complete the Phase I Environmental Screening and PESA within 120 days of authorization to proceed.

## FEES

• Environmental Survey Request	\$10,700.00
• Preliminary Environmental Site Assessment (PESA)	\$8,300.00
• Direct Expenses / Equipment	\$1,300.00
<b>Total</b>	<b>\$20,300.00</b>

I trust that the information we have provided is in line with your expectations. If you would like us to proceed, please contact me at your convenience and we will forward the appropriate contract documents for your signature.

If you should have any questions or concerns, please do not hesitate to contact me in the office at (815) 394-4700. Thank you for the opportunity.

Sincerely,



Ross Grimes, PG  
Project Manager

RAG:adn

Enclosure –

N:\Proposals\2024\Ross Grimes\Clark Dietz\Parkland PathWay\Parkland ESR & PESA Proposal.doc



**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

January 1, 2024

<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
Engineer 9	\$260.00
Engineer 8	250.00
Engineer 7	240.00
Engineer 6	230.00
Engineer 5	210.00
Engineer 4	180.00
Engineer 3	165.00
Engineer 2	150.00
Engineer 1	135.00
Technician 5	175.00
Technician 4	165.00
Technician 3	150.00
Technician 2	135.00
Technician 1	115.00
Intern	100.00
Clerical	105.00

**Notes:**

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**SCHEDULE OF PROJECT RELATED EXPENSES**

**CLARK DIETZ INC.**

January 1, 2024

Vehicles		
Autos		\$65.00/day or \$0.655/mile (per agreement)
Field Vehicles		\$65.00/day or \$0.655/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
CADD Usage		\$20.00/hour
Drone Usage		\$35.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with \* are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.

August 19, 2024

Champaign Park District  
Board of Commissioners  
706 Kenwood Rd.  
Champaign, IL 61821

Champaign Park District Board of Commissioners:

On behalf of the Parkland College Board of Trustees and administration, I write to express our strong support for the Champaign Park District's pursuit of external funding to repair or reconstruct the Parkland Way roadway through Dodds Park.

Parkland Way was constructed in the 1970s to connect Mattis Avenue and the Dodds Park amenities to the Parkland College campus. Additionally, a portion of the Parkland Way corridor is located on the college's property, connecting to the Perimeter Road and Bradley Avenue entrance that provides access to the Dodds Park soccer fields. The entrances on this corridor provide critical access points to the amenities at both of our facilities.

When approached by CPD leadership last year, Parkland extended its support by jointly funding a traffic study of the Parkland Way corridor that quantified the roadway's usage and identified several structural and safety deficiencies. This document, prepared by the Champaign County Regional Planning Commission, provides a strong foundation to pursue grant funds designated for this purpose. Following the completion of the report, the college also supported CPD's efforts by distributing a stakeholder study and encouraging completion by college faculty, staff, and students.

Over the past thirty years, our organizations have separately maintained our respective portions of this corridor utilizing public funds. Parkland College is committed to prioritizing the continued maintenance of the sections residing on college property. Additionally, we will provide letters of support or any internal expertise that are helpful in securing external funding sources to make the necessary improvements on the sections residing on CPD property.

We thank you for your ongoing partnership and remain available for any follow-up conversations on this project.

Sincerely,



Pamela Lau, Ed.D.  
President

# Parkland Way Reconstruction Project Survey

295 Responses

03:51 Average time to complete

Closed Status

1. What features are important to you in consideration of the reconstruction of Parkland Way? Please rank each feature from most important to least important, using the up and down arrows.

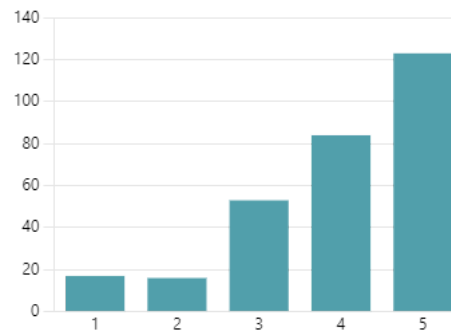
(1 = most important feature; 7 = least important feature).



2. On a scale of 1-5, how important is it to you for residents to have multi-modal access to Dodds Park, Parkland College, Illinois WorkNet Center, Garden Hills Neighborhood, and Future Hedge Park?

- 1- Not Important
- 2- Slightly Important
- 3- Moderately Important
- 4- Important
- 5- Very Important

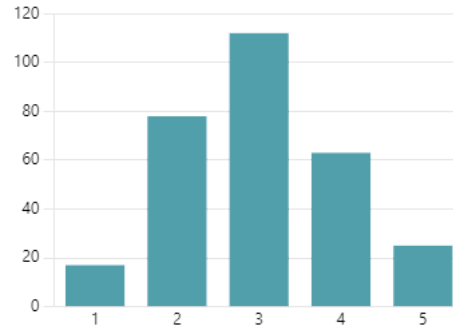
3.96  
Average Rating



3. On a scale of 1-5, how safe do you feel while traveling on Parkland Way?

- 1- Very Unsafe
- 2- Unsafe
- 3- Neutral
- 4- Safe
- 5- Very Safe

3.00  
Average Rating



4. Additional Comments

(Please share any additional thoughts or concerns you have about the Parkland Way reconstruction project)

131  
Responses

Latest Responses

- "With how curvy Parkland Way is and with how fast other cars go, it does no...
- "I run on Parkland Way and the traffic density has not been so high that I fee...
- "I have only driven on Parkland Way, but am very supportive of separating m...

59 respondents (45%) answered **road** for this question.



July 18, 2024

Subject: Parkland Way

Dear Park Board of Commissioners,

On behalf of MTD, I would like to express our support for improvements to Parkland Way for all users: pedestrians, bicycles, personal vehicles, and of course transit vehicles. MTD does not currently utilize Parkland Way in any existing routes and is restricted from utilizing it at all due to the engineering and construction of the roadway. While we do not foresee using Parkland Way as a primary route in the near future, access to Parkland Way in the event of a closure or other disruption on Perimeter Road or to provide transportation for specific events would be useful for MTD operations and could increase efficiency and help maintain schedule adherence in that part of the community.

We are happy to provide any additional information about MTD operations. MTD has enjoyed long-standing partnerships with the Champaign Park District and the City of Champaign and will continue to work to support infrastructure improvements that improve mobility in the region.

Sincerely,



Karl P. Gnadt  
Managing Director/CEO



City of  
**CHAMPAIGN**

**Office of the City Manager**

August 7, 2024

102 North Neil Street  
Champaign, Illinois 61820-4042  
Telephone (217) 403-8710  
Fax (217) 403-8725  
CityManagersOffice@champaignil.gov

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

RE: Parkland Way

Sarah,

Thank you for reaching out to talk about the potential improvements the Champaign Park District is considering for Parkland Way. It also provided us with the opportunity to talk through the history of discussions between the City and District surrounding the jurisdiction of Parkland Way and how those conversations can continue moving forward.

Addressing the existing infrastructure issues and adding features such as the multi-use path and lighting would address the historical talking points and City concerns surrounding the condition of the infrastructure. While this would continue to be a key consideration for a potential transfer, there is also the question of whether it makes practical sense for the City to assume ownership of a road that does not connect to another City street.

As we discussed, the City and District have the common goal of improving access to the amenities and programs available within Dodds Park and at Parkland College. As part of a larger planning effort City staff will be looking for opportunities to enhance pedestrian and bicycle connectivity along and across Mattis Avenue, which could pair nicely with the potential improvements to Parkland Way. While the City is not at a point where it can formally commit to a jurisdictional transfer, an opportunity could evolve as both efforts move through their respective processes.

I look forward to continuing working with you and keeping in touch as we work toward this common goal. City staff are available to meet with Park District staff and/or your consultants as you develop the Parkland Way project and provide input as requested. If you have any questions or would like to talk through anything, please feel free to reach out.

Sincerely,



Dorothy Ann David  
City Manager

[External Email]-->RE: [External Email]-->FY25 CPF Update - Budzinski/Parkland Way

Nekzad, Yusuf <Yusuf.Nekzad@mail.house.gov>

Fri 7/12/2024 4:32 PM

To: Sarah M. Sandquist <Sarah.Sandquist@champaignparks.org>

Cc: Lee, John <John.Lee3@mail.house.gov>; Zilm, Brian <Brian.Zilm@mail.house.gov>

Hi Sarah! Answers to your questions below:

1. What Federal/State program will this money run through? **The money will run through the Department of Housing and Urban Development's Economic Development Initiatives (EDI) account.**
2. Do we need to be a Highway Authority to accept the funds? **No – the Champaign Park District will be the recipient of the funds.**
3. Is there a timeline for spending? **The money must be obligated within one year of enactment. I don't anticipate this appropriations bill being enacted earlier than the end of this calendar year.**
4. Are the funds available to be used for reimbursements on work already completed related to this project? **Yes – but the money cannot be used to reimburse administrative, planning, or operational costs; it must be used for construction costs.**
5. Are there any restrictions you are aware of that I haven't mentioned? **The full guidance from the House Appropriations Committee can be found here: <https://appropriations.house.gov/sites/evo-subsites/republicans-appropriations.house.gov/files/evo-media-document/fy25-thud-community-development-fund-economic-development-initiative-edi-projects-guidance.pdf>.**

I hope this is helpful. Have a great weekend!

Yusuf

---

**From:** Sarah M. Sandquist <Sarah.Sandquist@champaignparks.org>

**Sent:** Thursday, July 11, 2024 2:02 PM

**To:** Nekzad, Yusuf <Yusuf.Nekzad@mail.house.gov>

**Cc:** Lee, John <John.Lee3@mail.house.gov>; Zilm, Brian <Brian.Zilm@mail.house.gov>

**Subject:** Re: [External Email]-->FY25 CPF Update - Budzinski/Parkland Way

Hi Yusef!

This is wonderful news! The timing of your email is perfect too as I have been meaning to reach out with some follow-up questions.

1. What Federal/State program will this money run through?
2. Do we need to be a Highway Authority to accept the funds?
3. Is there a timeline for spending?
4. Are the funds available to be used for reimbursements on work already completed related to this project?
5. Are there any restrictions you are aware of that I haven't mentioned?

Thank you!

**SARAH SANDQUIST**



*Executive Director*

Bresnan Meeting Center | 706 Kenwood Rd, Champaign, IL 61821

t 217.398.2550 | c 630.702.9600 | f 217.373.7951

e [sarah.sandquist@champaignparks.org](mailto:sarah.sandquist@champaignparks.org) | [champaignparks.org](http://champaignparks.org)

### CHAMPAIGN PARK DISTRICT

2307 Sangamon Drive | Champaign IL 61821

Follow Us: [Facebook.com/ChampaignParkDist](https://www.facebook.com/ChampaignParkDist) | [twitter.com/champark](https://twitter.com/champark)

Support: [Champaign Parks Foundation](http://ChampaignParksFoundation.org)

---

**From:** Nekzad, Yusuf <[Yusuf.Nekzad@mail.house.gov](mailto:Yusuf.Nekzad@mail.house.gov)>  
**Sent:** Thursday, July 11, 2024 11:06 AM  
**To:** Sarah M. Sandquist <[Sarah.Sandquist@champaignparks.org](mailto:Sarah.Sandquist@champaignparks.org)>  
**Cc:** Lee, John <[John.Lee3@mail.house.gov](mailto:John.Lee3@mail.house.gov)>; Zilm, Brian <[Brian.Zilm@mail.house.gov](mailto:Brian.Zilm@mail.house.gov)>  
**Subject:** [External Email]-->FY25 CPF Update - Budzinski/Parkland Way

Hi Sarah – hope you are doing well!

The Congresswoman is excited to inform you that we were able to secure \$500,000 for the Parkland Way Reconstruction project as part of the Transportation-Housing and Urban Development appropriations bill, which has now been approved by the full House Appropriations Committee. While this was not the full amount we had hoped for, many projects were cut altogether by the majority or faced even steeper cuts. We were thrilled to have pushed to keep this on the majority's radar.

In terms of next steps – the House will vote on this appropriations bill during the week of July 29. After that, the House and Senate generally begin negotiations on an “omnibus” or separate “minibus” bills to fund the government through the next fiscal year. These timelines – especially in recent years – have become quite unpredictable, which could mean further delays past the end of this calendar year to get to final enactment.

We will keep you posted in real time as we learn more, but again congratulations and we'll be in touch soon!

Yusuf Nekzad  
Legislative Director | Rep. Nikki Budzinski (IL-13)  
1009 Longworth House Office Building  
(o): 202-225-1893 (m): 202-941-1621



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** August 20, 2024

**SUBJECT:** Authorization to Apply for 2025 Open Space Lands Acquisition and Development (OSLAD) Grant

### Background

There is an opportunity for the Champaign Park District to apply for the Open Space Lands Acquisition and Development (OSLAD) Grant this year. The Park Board consensus is to apply for the Champaign-Urbana Special Recreation (CUSR) Center. The project would include grounds improvements to provide an Inclusive Recreation Area north of the CUSR Center and a bus pull-in at the front of the building. Initial conversations with the Champaign Unit 4 School District and with legislators are positive.

### Prior Board Action

The Park Board held previous discussion on the CUSR bus pull-in project and applying for an OSLAD grant, but no formal action has been taken.

### Budget Impact

State Fiscal Year 2025 policy through the Illinois Department of Natural Resources (IDNR) provides up to \$600,000 maximum in OSLAD funding, without an application fee. Projects must be completed within two years of the fully executed grant agreement, and payment of all costs must occur before submitting a final billing request to IDNR for reimbursement. The overall estimated project cost is \$ 940,000.00 which includes \$575,000.00 for engineering and construction and document production for the bus pull-in, and \$365,000 for the Inclusive Recreation Area design and construction.

### Recommendation

Staff recommends authorization and signature of Financial Commitment Resolution for OSLAD Grant Program due to IDNR by September 13, 2024, and to proceed with a \$600,000 OSLAD grant application to IDNR.

Prepared by:

Reviewed by:

Andrew Weiss  
Planner

Dan Olson  
Director of Operations and Planning

---

**The mission of the Champaign Park District is to enhance the quality of life through positive experiences in parks and recreation in our community.**

**RESOLUTION**

**CHAMPAIGN PARK DISTRICT BOARD OF COMMISSIONERS**

**Financial Commitment for  
Open Space Land Acquisition and Development (OSLAD)  
Grant Program for State Fiscal Year 2025**

WHEREAS, the Champaign Park District is a municipal corporation located in Champaign County, Illinois, and is a park district organized and operating pursuant to the provisions of the Park District Code (70 ILCS 1205/1-1 et seq.); and

WHEREAS, the Champaign Park District annually considers and approves a capital budget for each fiscal year commencing May 1 and ending April 30 for various projects; and

WHEREAS, one of the current priorities of the Champaign Park District Board of Commissioners is future development of outdoor recreation space in the Champaign Park District; and

NOW, THEREFORE, BE IT REOLVED that the Board of Commissioners of the Champaign Park District hereby certifies and acknowledges that it has sufficient funds necessary to complete the proposed and pending Open Space Lands Acquisition and Development (OSLAD) Grant project adjacent to the Champaign-Urbana Special Recreation (CUR) Center located in Centennial Park within the timeframe of the Illinois Department of Natural Resources (IDNR) OSLAD 2025 funding application period; and

BE IT FURTHER RESOLVED that the Champaign Park District shall be responsible for the project development, administration, and completion, including timely bid letting and oversight of the design and construction thereof; and

BE IT FURTHER RESOLVED that the Champaign Park District seeks to obtain an IDNR OSLAD grant in the amount of Six Hundred Thousand Dollars (\$600,000.00) to assist with the costs and expenses associated with construction of the project; and

BE IT FURTHER RESOLVED that the Champaign Park District shall apply for such grant and certifies to the best of its knowledge that the information being provided with such application is true and correct.

APPROVED by the President and Board of Commissioners of the Champaign Park District this 28th day of August 2024.

(SEAL)

APPROVED

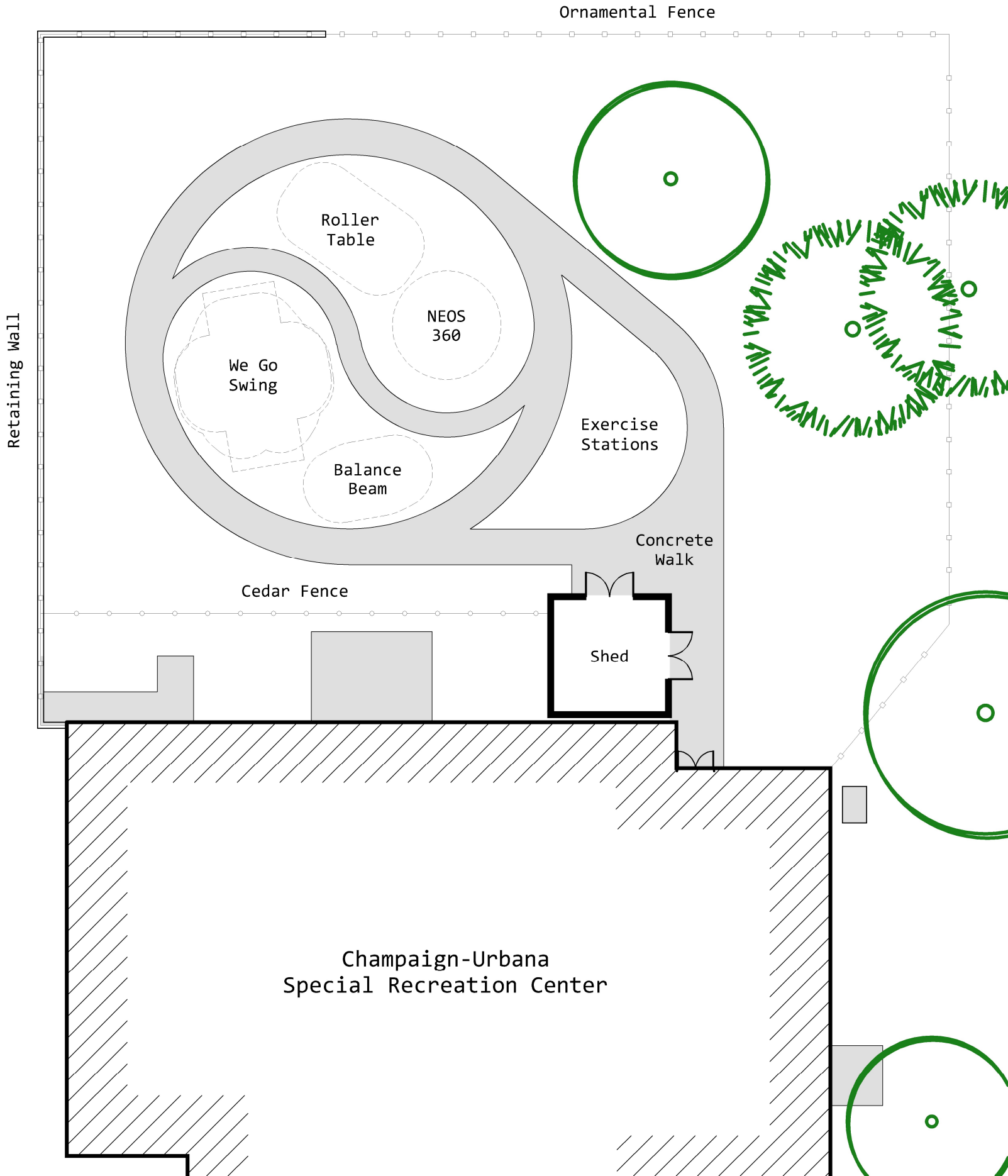
---

Jarrold Scheunemann, Secretary

---

Craig W. Hays, President

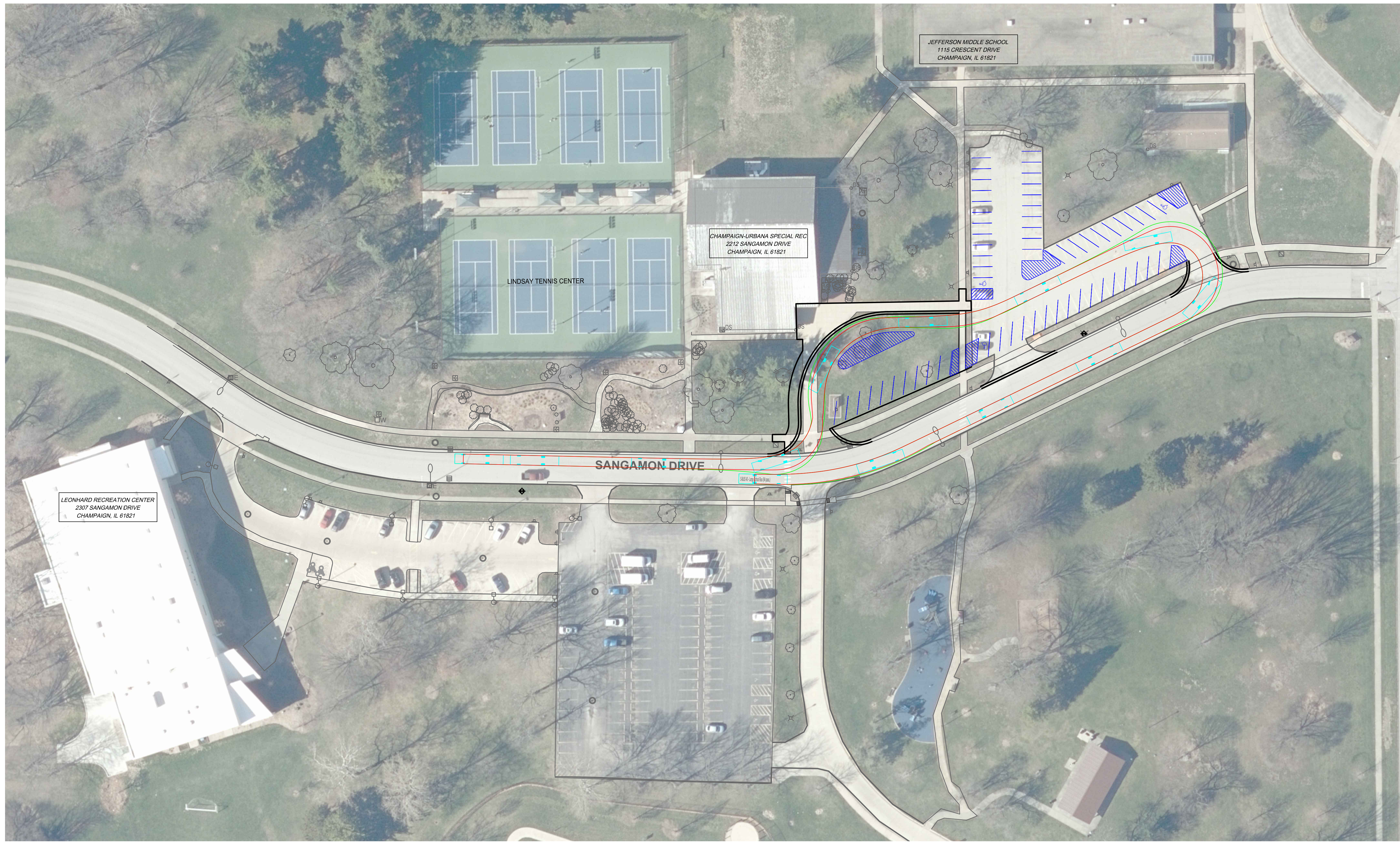
# Inclusive Recreation Area



Inclusive Recreation Area Cost Estimate

Description	Unit	Quantity	Unit Price (\$)	Total (\$)
<b>Equipment and Amenities</b>				
We Go Swing	EA	1	50,000.00	50,000.00
Neos 360	EA	1	43,000.00	43,000.00
Roller Table	EA	1	20,000.00	20,000.00
Communication Board	EA	1	5,000.00	5,000.00
Balance Beam	EA	1	1,000.00	1,000.00
Exercise Station	EA	5	8,100.00	40,500.00
Shade Structure	EA	1	8,000.00	8,000.00
Shed	EA	1	5,000.00	5,000.00
<b>Excavation, Grading, and Drainage</b>				
Concrete	CY	1250	40.00	50,000.00
<b>Concrete</b>				
6" Paving on 4" Base, Sawcut / Jointed	SF	2600	13.00	33,800.00
10" Thick Retaining Wall; Reinforced, Backfill	LF	160	175.00	28,000.00
<b>Poured-in-Place Safety Surfacing</b>				
Poured-in-Place Safety Surfacing	SF	3000	10.00	30,000.00
<b>Fencing</b>				
Ornamental	LF	393	32.00	12,576.00
Cedar Wood	LF	85	32.00	2,720.00
<b>Electrical</b>				
Electrical	LS	1	2,222.00	2,222.00
Subtotal				331,818.00
A/E (10%)				33,182.00
Total				\$365,000.00

\\A2K-1\PROJECTS\C1170040\_CPD - CURR DROP OFF SITE IMPROVEMENTS\DESIGN\CAD\SHEETS\C1170040 - OPTION 3B.DWG JANE C. MCCLINTOCK SAVE TIME 8/19/2024 1:50:40 PM PLOT DATE 8/19/2024 1:57 PM



LEONHARD RECREATION CENTER  
2307 SANGAMON DRIVE  
CHAMPAIGN, IL 61821

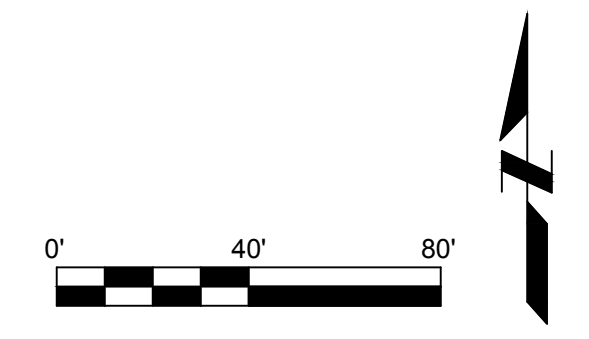
LINDSAY TENNIS CENTER

CHAMPAIGN-URBANA SPECIAL REC  
2212 SANGAMON DRIVE  
CHAMPAIGN, IL 61821

JEFFERSON MIDDLE SCHOOL  
1115 CRESCENT DRIVE  
CHAMPAIGN, IL 61821

SANGAMON DRIVE

PARKING SPOTS			
	STANDARD	ACCESSIBLE	TOTAL
PROPOSED	57	3	60
EXISTING	48	3	51



**ClarkDietz**  
 DESIGN FIRM REGISTRATION NO. 184-000450  
 1815 S. MEYERS ROAD  
 SUITE 470  
 OAKBROOK TERRACE, IL 60181  
 PHONE : 630.413.4130 www.clarkdietz.com

**CHAMPAIGN PARK DISTRICT**  
 310 N TANDOLPH ST  
 CHAMPAIGN, IL 61820  
 217.998.2376 www.champaignparks.org

PROJECT TITLE  
**CUSR CENTER SITE IMPROVEMENTS**

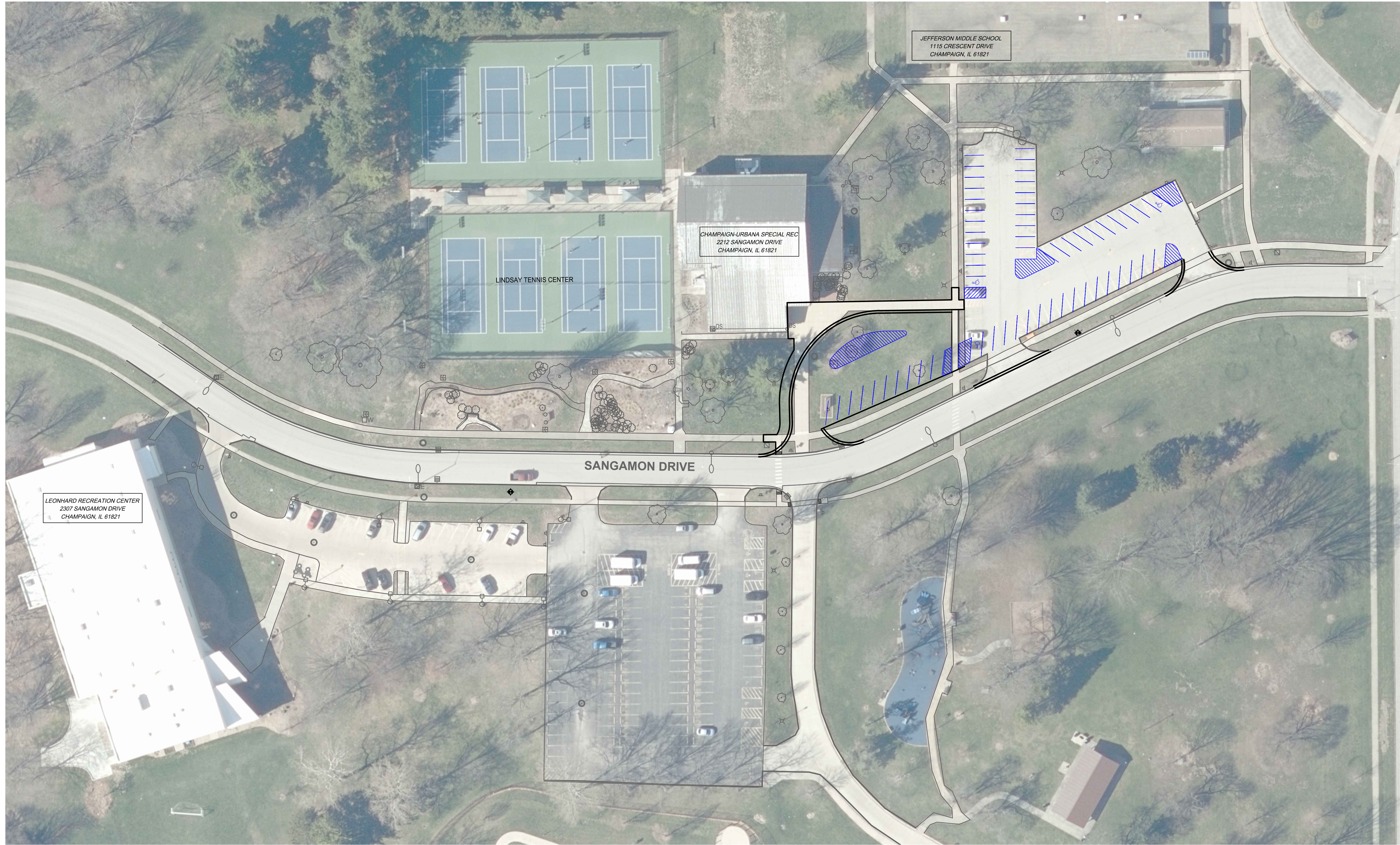
DESIGNED BY: SMW  
 DRAWN BY: JCM  
 CHECKED BY: \_\_\_\_\_  
 DATE CHECKED: \_\_\_\_\_

DRAWING TITLE  
**CONCEPT 3**

PROJECT No.  
**C1170040**  
 DRAWING No.  
**1**

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

\\A2K-1\PROJECTS\C1170040\_CPD - CURR DROP OFF SITE IMPROVEMENTS\DESIGN\CAD\SHEETS\C1170040 - OPTION 3B.DWG JANE C. MCCLINTOCK SAVE TIME 8/19/2024 1:50:40 PM PLOT DATE 8/19/2024 1:57 PM



PARKING SPOTS			
	STANDARD	ACCESSIBLE	TOTAL
PROPOSED	57	3	60
EXISTING	48	3	51

**ClarkDietz**

DESIGN FIRM REGISTRATION NO. 184-000450  
 1815 S. MEYERS ROAD  
 SUITE 470  
 OAKBROOK TERRACE, IL 60181  
 PHONE - 630-413-4130 www.clarkdietz.com



310 N TANDOLPH ST  
 CHAMPAIGN, IL 61820  
 217-398-2376 www.champaignparks.org

PROJECT TITLE  
**CUSR CENTER SITE IMPROVEMENTS**

DESIGNED BY: SMW  
 DRAWN BY: JCM  
 CHECKED BY: \_\_\_\_\_  
 DATE CHECKED: \_\_\_\_\_

DATE	REVISION

DRAWING TITLE  
**CONCEPT 3**

PROJECT No.  
**C1170040**

DRAWING No.  
**2**

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** August 28, 2024

**SUBJECT:** Approval of Intergovernmental Agreement with the City of Champaign for Shared Use of John Street Building

### Background

Since 1967, the Champaign Park District and the City of Champaign Fire Department have shared the building shown in the attached aerial photograph (Attachment A). Costs for the original construction were split, making approximately 81% of the costs the responsibility of the Park District. Since that time there has not been a use agreement in place that defines the responsible parties for improvements to the building or parking areas.

History of the building includes:

July 19, 1966 – Champaign City Council *Ordinance No. 638, An Ordinance Declaring Necessity for Use of Certain property of Champaign Park District for Proposed Fire Sub-Station Site.*

August 11, 1966 – Park District Board deeds land to City of Champaign.

January 5, 1967 – Park District Board approves construction for shop/maintenance facilities with architectural firm Laz and Edwards.

February 21, 1967 – Champaign City Council *Resolution No. 702, Resolution Accepting Bids and Approving Contracts for Sub-garage.*

Staff and legal counsel from the City of Champaign and the Park District have reviewed the attached Intergovernmental Agreement.

### Previous Board Action

There has not been any previous Park Board action regarding an agreement for use of the building.

### Budget Impact

None

### Action Requested

Staff requests the Board of Commissioners approve the Intergovernmental Agreement with the City of Champaign for the shared use of the John Street Building.

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.**



**Attachment A** – Aerial view of Park District and City of Champaign Fire Department shared use building built in 1967. Building circled in yellow. Fire Department occupancy boxed in red.



---

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.

## INTERGOVERNMENTAL AGREEMENT

(2315 W. John, Champaign – Fire Station 4)

This Intergovernmental Agreement (“Agreement”) is entered into on the date it is fully executed, by and between the CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation (“City”) and CHAMPAIGN PARK DISTRICT, a municipal corporation (“Park District”).

### WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provide for and enable the ~~parties~~ Parties to enter into cooperative agreements among themselves.

WHEREAS, in 1966, the Park District conveyed the property located at 2315 W. John Street (the “John Street Property”), Champaign, Illinois, more particularly described on Exhibit A, to the City for the purposes of a fire sub-station site.

WHEREAS, the City did construct a fire sub-station known as Station 4 on the John Street Property (“Station 4”).

WHEREAS, a garage was also constructed to serve Station 4 on the west side of the John Street Property (the “Garage”), with approximately eighty percent (80%) of the cost of the Garage construction paid by the Park District and twenty percent (20%) of the cost paid by the City.

WHEREAS, the City utilizes approximately 1,932 square feet of the Garage for City purposes and has done so since construction of the Garage (the “City Space”).

WHEREAS, the Park District utilizes the ~~rest~~ remainder of the Garage for Park District purposes (the “District Space”).

WHEREAS, approximately 1,204 of the 1,932 square feet of the City Space ~~are~~ is located on the John Street Property, and the remaining 728 square feet of City Space ~~are~~ is located on property that is owned by the Park District (the “District Property”), as shown in more particularity in Exhibits B and C.

WHEREAS, the Parties wish to formalize the utilization of the Garage, the John Street Property, and the District Property through this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the ~~parties~~ Parties agree as follows:

1. **Garage Utilization.** The City shall be authorized to continue the utilization of the City Space in the Garage for its purposes, and the Park District shall also continue utilization of the District Space in the Garage for its purposes.
2. **Garage and Property Expenses.** General and overall Garage improvements and repairs, including but not limited to, roofing and underlayment, guttering, tuckpointing, painting, and brickwork, shall be shared expenses, with eighty percent (80%) of the cost thereof paid by the Park

District and twenty percent (20%) of the cost thereof paid by the City. ~~If In the event~~ either Party believes any Garage improvement or repair is necessary ~~on the Garage~~, it shall notify the other Party in writing of the same, and such determination shall be made by a date certain. ~~Thereafter,~~ the Parties shall meet and confer on such date certain to determine the extent of any improvements or repairs to be undertaken. ~~regarding the project.~~ Any repair or improvement that the Parties confer about and deem necessary for the health, safety, and welfare of either Party's employees, agents, or visitors shall be presumed to be necessary in the absence of reasonably reliable professionally developed written information to the contrary. ~~for completion.~~

~~Thereafter,~~ ~~t~~The Park District shall be the lead entity responsible for conducting such improvements and repairs. Once a course of action is determined such that the repair or improvement ~~shall is to~~ be completed, the Park District shall procure the goods and services necessary for performance of the improvements or repairs and shall provide an invoice of the same, including supporting documentation, to the City once ~~the project has been completed~~ edion and all costs and expenses have been ~~finalized~~ determined. The City shall reimburse the Park District for the costs described in the invoice within thirty-five (35) days of receipt. In the event of a dispute ~~of regarding~~ the cost of ~~any projects~~ such improvements or repairs, the ~~parties~~ Parties shall meet in good faith to mutually resolve the dispute. ~~If In the event~~ the City's cost share portion of any project is anticipated to ~~cost be~~ \$35,000 or more, the Park District shall notify the City in writing immediately and pause the procurement of such goods and services until the City makes a determination regarding the expense and obtains City Council approval for the expenditure; provided that, such approval shall not be unreasonably withheld. Any improvements, ~~or repairs~~ or costs which that impacts ~~solely~~ impact the City Space or ~~solely the~~ District Space shall be the responsibility of the respective entity to identify, undertake, and complete, ~~and pay for the costs.~~

The current fence that is located at the northernmost border of the District Property line shall be the responsibility of the Park District. Lighting to the exterior of the City Space and the District Space shall be the responsibility of the respective ~~parties~~ Parties only. Maintenance and improvement of the light ~~pole and fixture~~ that is next adjacent to the fence described in this paragraph shall be shared in the same manner as general building improvements and repairs.

3. **Parking.** The Park District may continue to utilize the parking spaces located directly east of Station 4 on the John Street Property. The City may continue to utilize the parking spaces and access aisle located on the District Property.

Maintenance of the parking lot on the Park District property shall be the responsibility of the Park District. The City will share the expense of repairs, with 90% of the cost paid by the Park District and 10% of the cost paid by the City. The City shall be responsible for all parking lot repairs on its property. The Parties will make an effort shall endeavor in good faith to coordinate projects when parking lot maintenance and repairs are undertaken.

4. **Right of First Refusal.** In the event that the City ~~desires-intends~~ to sell the John Street Property or the Park District ~~desires-intends~~ to sell the District Property, the respective pParty will inform the other ~~party-Party~~ Party in writing of the intent to sell, giving the other ~~party-Party~~ Party the right of first refusal to purchase the property with at least sixty (60) days to exercise such right. The purchase price shall be the appraised value ~~performed-determined~~ by an appraiser selected and paid for by the ~~seller~~ selling Party. In no event shall this Agreement terminate or be cancelled due to the sale and

purchase of the other ~~party's~~ Party's property, and ~~if this Agreement~~ shall be transferred and assigned with full rights and responsibilities included to the new purchaser.

5. **Term.** This Agreement shall have an initial term of two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew on an annual basis unless one of the Parties notifies the other Party of its intent to terminate said Agreement. Such notice to terminate shall be given in writing at least one-hundred eighty (180) days before the termination is to become effective.

6. **Compliance with Law.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and permit requirements pertaining to the completion of ~~the Project~~any improvement or repairs and ongoing operations of the Parties within the Garage.

7. **Liability.** Each Party shall be solely responsible and liable for any and all claims, at law or equity, arising out of or resulting from any activities performed in connection with their specific obligations under this Agreement, except for claims solely attributable to the negligence of the other Party or that other Party's commissioners, officers, officials, employees, ~~or~~ contractors, agents, or representatives. Nothing herein shall impact the protections afforded the Parties under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

8. **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

9. **Merger.** This Agreement contains all of the terms and conditions relating to the agreement of the Parties and no oral representations, covenants, or agreements exist between the Parties other than those stated herein.

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

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

11. **Notice.** Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth herein utilizing a reputable courier.

Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent to the following:

Champaign Park District  
Executive Director  
706 Kenwood Rd.  
Champaign, IL 61821

City of Champaign  
\_\_\_\_City Manager  
102 N. Neil St.  
Champaign, IL 61820

With a copy to  
legaldepartment@champaignil.gov

12. **Counterparts.** This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from any such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

13. **Digital Transmissions.** The Parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting Party agrees to provide the receiving Party with the original document transmitted digitally; however, the Parties agree that the failure of either Party to comply with such a request shall in no manner whatsoever affect the genuineness, authenticity, or enforceability of the document or this contract. Each Party waives and relinquishes as a defense to the formation or enforceability of any contract between the Parties, or provision thereof, the fact that a digital transmission was utilized.

14. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall 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.

15. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Facsimile, pdf, or other digital signature (i.e. DocuSign) shall be deemed to have the same effect as an original ink.

IN WITNESS WHEREOF, the City and the Park District have signed this Agreement to the above terms on the date it is fully executed as indicated below.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_ APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney \_\_\_\_\_ Park District Attorney

## INTERGOVERNMENTAL AGREEMENT

(2315 W. John, Champaign – Fire Station 4)

This Intergovernmental Agreement (“Agreement”) is entered into on the date it is fully executed, by and between the CITY OF CHAMPAIGN, ILLINOIS, a municipal corporation (“City”) and CHAMPAIGN PARK DISTRICT, a municipal corporation (“Park District”).

### WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provide for and enable the Parties to enter into cooperative agreements among themselves.

WHEREAS, in 1966, the Park District conveyed the property located at 2315 W. John Street (the “John Street Property”), Champaign, Illinois, more particularly described on Exhibit A, to the City for the purposes of a fire sub-station site.

WHEREAS, the City did construct a fire sub-station known as Station 4 on the John Street Property (“Station 4”).

WHEREAS, a garage was also constructed to serve Station 4 on the west side of the John Street Property (the “Garage”), with approximately eighty percent (80%) of the cost of the Garage construction paid by the Park District and twenty percent (20%) of the cost paid by the City.

WHEREAS, the City utilizes approximately 1,932 square feet of the Garage for City purposes and has done so since construction of the Garage (the “City Space”).

WHEREAS, the Park District utilizes the remainder of the Garage for Park District purposes (the “District Space”).

WHEREAS, approximately 1,204 of the 1,932 square feet of the City Space is located on the John Street Property, and the remaining 728 square feet of City Space is located on property that is owned by the Park District (the “District Property”), as shown in more particularity in Exhibits B and C.

WHEREAS, the Parties wish to formalize the utilization of the Garage, the John Street Property, and the District Property through this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the Parties agree as follows:

1. **Garage Utilization.** The City shall be authorized to continue the utilization of the City Space in the Garage for its purposes, and the Park District shall also continue utilization of the District Space in the Garage for its purposes.
2. **Garage and Property Expenses.** General and overall Garage improvements and repairs, including but not limited to, roofing and underlayment, guttering, tuckpointing, painting, and brickwork, shall be shared expenses, with eighty percent (80%) of the cost thereof paid by the Park District and twenty percent (20%) of the cost thereof paid by the City. In the event either Party believes any Garage improvement or repair is necessary, it shall notify the other Party in writing of the same, and such determination shall be

made by a date certain. Thereafter, the Parties shall meet and confer on such date certain to determine the extent of any improvements or repairs to be undertaken. Any repair or improvement that the Parties confer about and deem necessary for the health, safety, and welfare of either Party's employees, agents, or visitors shall be presumed to be necessary in the absence of reasonably reliable professionally developed written information to the contrary.

Thereafter, the Park District shall be the lead entity responsible for conducting such improvements and repairs. Once a course of action is determined such that the repair or improvement is to be completed, the Park District shall procure the goods and services necessary for performance of the improvements or repairs and shall provide an invoice of the same, including supporting documentation, to the City once completion and all costs and expenses have been determined. The City shall reimburse the Park District for the costs described in the invoice within thirty-five (35) days of receipt. In the event of a dispute regarding the cost of such improvements or repairs, the Parties shall meet in good faith to mutually resolve the dispute. In the event the City's cost share portion of any project is anticipated to be \$35,000 or more, the Park District shall notify the City in writing immediately and pause the procurement of such goods and services until the City makes a determination regarding the expense and obtains City Council approval for the expenditure; provided that, such approval shall not be unreasonably withheld. Any improvements, repairs or costs which solely impact the City Space or District Space shall be the responsibility of the respective entity to identify, undertake, and complete.

The current fence that is located at the northernmost border of the District Property line shall be the responsibility of the Park District. Lighting to the exterior of the City Space and the District Space shall be the responsibility of the respective Parties only. Maintenance and improvement of the light and fixture that is adjacent to the fence described in this paragraph shall be shared in the same manner as general building improvements and repairs.

3. **Parking.** The Park District may continue to utilize the parking spaces located directly east of Station 4 on the John Street Property. The City may continue to utilize the parking spaces and access aisle located on the District Property.

Maintenance of the parking lot on the Park District property shall be the responsibility of the Park District. The City will share the expense of repairs, with 90% of the cost paid by the Park District and 10% of the cost paid by the City. The City shall be responsible for all parking lot repairs on its property. The Parties shall endeavor in good faith to coordinate projects when parking lot maintenance and repairs are undertaken.

4. **Right of First Refusal.** In the event that the City intends to sell the John Street Property or the Park District intends to sell the District Property, the respective Party will inform the other Party in writing of the intent to sell, giving the other Party the right of first refusal to purchase the property with at least sixty (60) days to exercise such right. The purchase price shall be the appraised value determined by an appraiser selected and paid for by the selling Party. In no event shall this Agreement terminate or be cancelled due to the sale and purchase of the other Party's property, and this Agreement shall be transferred and assigned with full rights and responsibilities included to the new purchaser.

5. **Term.** This Agreement shall have an initial term of two (2) years. Upon expiration of the initial term, this Agreement shall automatically renew on an annual basis unless one of the Parties notifies the other Party of its intent to terminate said Agreement. Such notice to terminate shall be given in writing at least one-hundred eighty (180) days before the termination is to become effective.



6. **Compliance with Law.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and permit requirements pertaining to the completion of any improvement or repairs and ongoing operations of the Parties within the Garage.

7. **Liability.** Each Party shall be solely responsible and liable for any and all claims, at law or equity, arising out of or resulting from any activities performed in connection with their specific obligations under this Agreement, except for claims solely attributable to the negligence of the other Party or that other Party's commissioners, officers, officials, employees, contractors, agents, or representatives. Nothing herein shall impact the protections afforded the Parties under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

8. **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

9. **Merger.** This Agreement contains all of the terms and conditions relating to the agreement of the Parties and no oral representations, covenants, or agreements exist between the Parties other than those stated herein.

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

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

11. **Notice.** Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered requiring a signed receipt, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery to the address of the respective Party set forth herein utilizing a reputable courier. Such notice or communication shall be deemed given (i) if sent by personal delivery when delivered in person, (ii) if sent by certified or registered United States mail, four (4) days following deposit in the United States mail, or (iii) if sent by overnight delivery utilizing a reputable courier two (2) days following placement with such courier. Notice of change of address shall be given by written notice in the manner detailed in this Section. Unless otherwise agreed to in writing, any notice pursuant to this Agreement shall be sent to the following:

Champaign Park District  
Executive Director  
706 Kenwood Rd.  
Champaign, IL 61821

City of Champaign  
City Manager  
102 N. Neil St.  
Champaign, IL 61820

With a copy to  
legaldepartment@champaignil.gov

12. **Counterparts.** This Agreement may be executed in any number of counterparts as may be convenient or required for the benefit of the Parties. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from any such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto, except having attached to it additional signature pages.

13. **Digital Transmissions.** The Parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting Party agrees to provide the receiving Party with the original document transmitted digitally; however, the Parties agree that the failure of either Party to comply with such a request shall in no manner whatsoever affect the genuineness, authenticity, or enforceability of the document or this contract. Each Party waives and relinquishes as a defense to the formation or enforceability of any contract between the Parties, or provision thereof, the fact that a digital transmission was utilized.

14. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall 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.

15. **Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Facsimile, pdf, or other digital signature (i.e. DocuSign) shall be deemed to have the same effect as an original ink.

IN WITNESS WHEREOF, the City and the Park District have signed this Agreement to the above terms on the date it is fully executed as indicated below.

CITY OF CHAMPAIGN

CHAMPAIGN PARK DISTRICT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Park District Attorney



## **REPORT TO EXECUTIVE DIRECTOR**

**FROM: Sarah Sandquist, Executive Director**

**DATE: August 22, 2024**

**SUBJECT: SmartRec Summer Impact**

### Background

On August 9, 2023, the board approved entering into contract with SmartRec by Amilia to provide Software as a Service to replace RecTrac. The contract was entered into effective October 1, 2023. Staff then went through six(6) months of training and implementation and launched the 2024 summer registration on March 6, 2024. Staff operated in both RecTrac and SmartRec for a few months while the Park District made a full transition and ended our previous Spring program registration in RecTrac. At this time staff are bringing back data to show the impact over the course of our first registration season.

Prepared by:

Jimmy Gleason  
Director of Facilities and Technology

Reviewed by:

Sarah Sandquist  
Executive Director