



# CHAMPAIGN PARK DISTRICT

**AGENDA  
REGULAR BOARD MEETING  
Bresnan Meeting Center  
706 Kenwood Road, Champaign, Illinois  
Wednesday, October 9, 2024  
5:30 p.m.**

Citizens may livestream or listen to the Annual Meeting and Regular Board meeting by accessing the following web address or phone number:

<https://us02web.zoom.us/j/85436633970?pwd=SOlhICV9FtZnFnDxll27Bxu9G8foyT.1>

Public comment is not available through online video or telephone conference at this time. For those who are interested in sharing public comment, please join the meetings in-person at the address, time, and date listed above.

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

Meeting ID: 854 3663 3970

Passcode: 840597

Alternatively, the meeting may be accessed by telephone at:

1-309-205-3325, If prompted for the following items, please enter:

Meeting ID: 854 3663 3970, followed by the # symbol

Password: 840597, followed by the # symbol.

## **PUBLIC HEARING**

### **A. CALL TO ORDER**

### **B. COMMENTS FROM THE PUBLIC**

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

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

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

**C. INTENT TO SELL GENERAL OBLIGATION BONDS**

The Public Hearing is to discuss and receive public comments on the intent to issue \$1,335,000 in General Obligation Bonds. A Notice of Public Hearing was published in The News-Gazette on the 19<sup>th</sup> day of September, 2024.

**D. CLOSE THE PUBLIC HEARING**

**REGULAR BOARD MEETING**

**A. CALL TO ORDER**

**B. COMMENTS FROM THE PUBLIC**

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**C. COMMUNICATIONS**

**D. TREASURER'S REPORT**

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

**E. EXECUTIVE DIRECTOR'S REPORT**

1. General Announcements

**F. COMMITTEE REPORTS**

1. Champaign Parks Foundation

**G. REPORT OF OFFICERS**

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

**H. CONSENT AGENDA**

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

1. Approval of Minutes of the Regular Board Meeting, September 11, 2024. [Link](#)
2. Approval of Ordinance #679 - Annexation [Link](#)

**I. NEW BUSINESS**

1. Approval of Disbursements  
Staff recommends approval of disbursements for the period beginning September 12, 2024, and ending October 9, 2024. **(Roll Call Vote)**
2. Approval to Solicit Bids for the 2024 General Obligation Bond Issue  
Staff recommends approval authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,335,000 in General Obligation Bonds for the purpose of paying debt service on certain outstanding obligations and for financing, as applicable, the maintenance, improvements and protection of lands, buildings and parks, including land acquisition, and related design, facilities, improvements and costs, as provided in a resolution adopted by the Board at its Regular Meeting held September 11, 2024. [Link](#)
3. Approval of Agreement for Replacement of Lap/ Activity Pool Filter at Sholem Aquatic Center  
Staff recommends awarding this project to the low, responsive bidder, Davis-Houk Mechanical Inc, in the amount of \$228,000 and requests the Board to authorize the Executive Director to enter into a contractual agreement for the replacement of the Sholem Aquatic Center lap/ activity pool filter. [Link](#)
4. Approval of Agreement for the Virginia Theatre Stage Monitor System  
Staff recommends that the Board accept the bid and authorize the Executive Director to enter into an agreement with the low, responsible bidder, TC Furlong, Inc. of Lake Forest, Illinois, in the amount of \$46,355.57, to be paid from the Champaign Parks Foundation's Virginia Theatre Restoration Fund. [Link](#)
5. Approval of Meeting Dates for 2025  
Staff recommends approval of the Board meeting dates, times, and location for 2025. Option A has a meeting scheduled on July 9, 2025. Option B has no meeting on July 9, 2025, taking into consideration possible schedule conflicts with 4th of July the week prior. [Link](#)

6. Approval of Agreement with 40 North for Temporary Display of Public Art  
Staff recommends that the Board authorize the Executive Director to enter into an agreement with 40 North for temporary display of public art at various locations throughout the Champaign Park District locations for the term of three (3) years. [Link](#)

**J. DISCUSSION**

1. Review of 2024 Tax Levy [Link](#)

**K. COMMENTS FROM COMMISSIONERS**

**L. ADJOURN**

**CHAMPAIGN PARK DISTRICT  
MINUTES OF THE REGULAR BOARD MEETING  
BOARD OF PARK COMMISSIONERS  
September 11, 2024**

**REGULAR BOARD MEETING**

The Champaign Park District Board of Commissioners held a Public Hearing and a Regular Meeting on Wednesday, September 11, 2024, at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Hays presided over the hearing.

Present in-person: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Jane L. Solon, and Michael R. Somers, Executive Director, Sarah Sandquist, Secretary, and Deputy Executive Director, Jarrod Scheunemann, and Attorney, Guy Hall.

Commissioner Barbara J. Kuhl and Treasurer Donna Lawson were absent and excused.

Staff present in-person: Courtney Kouzmanoff, Director of Finance, Bret Johnson, Assistant Director of Operations & Planning, Jimmy Gleason, Director of Facilities & Technology, Steven Bentz, Director of the Virginia Theatre, Jeannie Robinson, Director of Recreation, Heather Miller, Director of Human Resources, and Marguerite Bailey, Administrative Project Manager.

**A. CALL TO ORDER**

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

**B. COMMENTS FROM THE PUBLIC**

None.

**C. COMMUNICATIONS**

None.

**D. TREASURER'S REPORT**

President Criag Hays, being an officer, acted as the temporary Park District Treasurer. President Hays reported and informed regarding the district's finances had been reviewed with Courtney Kouzmanoff, Director of Finance, and were found to be in appropriate order. Vice President McMahon made a motion to accept the Treasurer's Report for the month of August 2024. The motion was seconded by Commissioner Solon. The motion passed unanimously.

**E. EXECUTIVE DIRECTOR'S REPORT**

Ms. Sandquist recognized Bret Johnson and the Park District staff that assisted in the planting of eighty-five (85) trees at Johnston Park. She gave a brief update of upcoming events. The events that were noted included the Ties and Tennies Gala on September 12, 2024, Westside Arts Festival on September 15, 2024, Douglass Park Ribbon Cutting on October 5, 2024, and Flannel Fest on October 12, 2024. It was noted that while the Sholem Aquatic Center the winterization process has already begun, all spray parks will

continue to remain operational through September with intentional promotion and marketing to the public. Ms. Sandquist shared with the board that the compensation study has made progress with a kickoff meeting and updates have been received from MGT, formerly GovHR, for review. The anticipated review of the compensation study will continue through the month of October. Following the board approval of the agreement between the Park District and the University of Illinois Gies College, the strategic plan process has begun.

#### **F. COMMITTEE REPORTS**

Mr. Scheunemann thanked the board for their continued support of the foundation board activities. He reported to the board that the Ties and Tennies was already successful in raising more funds for scholarships than last year through ticket sales, sponsorships, and bids for the online silent auction items.

#### **G. REPORT OF OFFICERS**

##### **Attorney's Report**

Mr. Hall reported that he continued to work with the Park District staff on projects, reviewing policies, easements, contracts, and normal routine business as necessary.

##### **President's Report**

President Hays reported that he and the executive director met with a developer regarding the Country Fair Drive shopping center.

#### **H. CONSENT AGENDA**

President Hays stated that all items on the Consent Agenda are considered routine and shall be acted upon by one motion, and if discussion is desired, that item shall be removed and discussed separately. Commissioner Solon moved to approve all items on the consent agenda, Commissioner Somers seconded the motion. The motion passed unanimously.

1. Approval of Minutes of the Regular Board Meeting, August 14, 2024
2. Approval of Minutes of the Special Board Meeting, August 28, 2024

#### **I. NEW BUSINESS**

##### **1. Approval of Disbursements**

Commissioner Solon made a motion to approve the list of disbursements for the period beginning August 15, 2024, and ending September 11, 2024. The motion was seconded by Commissioner Somers. Upon roll call, the vote was as follows: Vice President McMahon - yes; President Hays – yes, Commissioner Solon – yes, and Commissioner Somers – yes. Motion passed 4-0.

##### **2. Approval of a Resolution Initiating the 2024 General Obligation Bond Issue**

Ms. Kouzmanoff gave a brief overview of the general obligation bond process including the need to set a date for a public hearing and requested approval of a resolution stating the Park District's need and intent to issue \$1,335,000 of General Obligation Bonds for FY 2024/25. Vice President Tim McMahon moved to approve a resolution initiating the 2024 General Obligation Bond Issue, Commissioner Solon seconded and the motion, passed unanimously.

3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Vice President Tim McMahon moved to approve a resolution to set a Public Hearing for Wednesday, October 9, 2024, at 5:30 p.m. at the Bresnan Meeting Center, to discuss the issuance of \$1,335,000 of General Obligation Bonds, Commissioner Somers seconded, and the motion passed unanimously.

4. Approval of the Bid for General Concrete- for Sunset Ridge Park Entry Drive

Mr. Johnson reported regarding the bids received for the scope of work to be completed at the Sunset Ridge Park drive entry. Commissioner Solon moved to approve the bid, to the low, responsive bidder, Duce Construction Company, Champaign IL, in the amount of \$52,775 and authorized the Executive Director to enter into an agreement for this work. Commissioner Somers seconded and the motion passed unanimously.

5. Approval of the Bids for the John St. Pickleball & Dexter Field Lighting Project

Mr. Johnson reported regarding the scope of the work to be completed at the John Street pickleball courts and Dexter Field. Commissioner Solon moved to approve the bid for both locations, to the low responsive bidder, Barton Electric, Trenton IL, in the amount of \$380,000.00, and to authorize the Executive Director to enter into a contractual agreement for this work. Vice President McMahon seconded, and the motion passed unanimously.

6. Approval of Bid for Liquor License at Virginia Theatre

Mr. Bentz reported to the board that only two (2) proposals were received to offer liquor at the Virginia Theatre. Vice President McMahon moved to approve entering into an agreement with Carbri, Inc., (dba) Farren's Pub & Eatery for alcoholic beverage service, including wine, beer, and spirits, at the Virginia Theatre for a one-year period beginning September 13, 2024 to September 12, 2025. Commissioner Somers seconded, and the motion passed unanimously.

7. Approval of Bid for Janitorial Services at the Virginia Theatre

Mr. Bentz reported that six (6) proposals were received for janitorial services. RamClean 2 is the current entity that provides janitorial services. It's staff currently does a good job and was the lowest bidder. Commissioner Solon moved to authorize the Executive Director to execute an agreement to the low, responsible bidder, RamClean 2 Cleaning Services, Champaign, IL to provide janitorial services at the Virginia Theatre for a term of one (1) year, with the option to renew for one (1) additional year. Commissioner Somers seconded and the motion passed unanimously.

**J. COMMENTS FROM COMMISSIONERS**

Commissioner Solon inquired about the ownership and maintenance of the named garden, Robert Hosier Memorial Garden. Staff is requested to investigate the background and address the status of the maintenance obligation.

**K. RETURN TO REGULAR MEETING**

There was no matter under this topic.

**L. ADJOURN**

Commissioner Solon moved to adjourn the meeting; Commissioner Somers seconded the motion passed unanimously at 5:55 pm.



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 2, 2024

**SUBJECT:** Ordinance 679: Annexing Territory to Champaign Park District

Background:

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

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

District *Annexation Ordinance 679* prepared by the Park District Attorney must be signed, certified, and recorded with the County in order to be formally included within the boundary of the Champaign Park District.

Prior Board Action:

No prior Board action.

Budget Impact:

None.

Recommendation:

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

Prepared by:

Jarrold Scheunemann  
Deputy Executive Director

Reviewed by:

Sarah Sandquist  
Executive Director



**ORDINANCE NO. 679**  
**AN ORDINANCE ANNEXING TERRITORY**  
**TO CHAMPAIGN PARK DISTRICT**

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

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

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

and

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

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

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

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

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

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

TERRITORY PURSUANT TO PETITION  
(3113, 3009, and 2903 N. Market St., Champaign, Illinois)  
Council Bill No. 2024-021

BEGINNING AT AN IRON PIPE STAMPED #1621 ON THE WEST RIGHT-OF-WAY OF COUNTY HIGHWAY #21, 3893.06 FEET NORTHERLY AND 40.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 0 DEGREES 53 MINUTES 06 SECONDS WEST (ASSUMED BEARING), 228.07 FEET TO AN IRON PIPE STAMPED #1621, THENCE NORTH 88 DEGREES 59 MINUTES 06 SECONDS WEST, 392.62 FEET TO AN IRON PIPE STAMPED #1621, THENCE SOUTH 0 DEGREES 53 MINUTES 06 SECONDS EAST 228.07 FEET TO AN IRON PIPE STAMPED #1621; THENCE SOUTH 88 DEGREES 59 MINUTES 06 SECONDS EAST, 392.62 FEET TO THE POINT OF BEGINNING, CONTAINING 2.054 ACRES, MORE OR LESS

(PIN: 12-14-36-200-003)

Commonly known as: 3113 North Market Street

AND

COMMENCING AT A BRASS PLATE FOUND AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN: THENCE SOUTH 00 DEGREES 53 MINUTES 06 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 1401.59 FEET TO THE SOUTH LINE OF A TRACT OF LAND AS RECORDED ON PAGE 365 OF BOOK NO. 882 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 59 MINUTES 06 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 1245.74 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36: THENCE NORTH 89 DEGREES 23 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1319.50 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 45 MINUTES 20 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1185.08 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 57 SECONDS EAST, A DISTANCE OF 885.86 FEET: THENCE NORTH 00 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 69.93 FEET, TO THE SOUTHWEST CORNER OF AFORESAID RECORDED TRACT: THENCE SOUTH 88 DEGREES 59 MINUTES 06 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 432.62 FEET TO POINT OF BEGINNING, CONTAINING 36.42 ACRES, MORE OR LESS AND ALL SITUATED WITHIN THE LIMITS OF CHAMPAIGN COUNTY, ILLINOIS

(PIN: 12-14-36-200-006)

Commonly known as: 3009 and 2903 North Market Street

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

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

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Craig W. Hays, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

CERTIFICATE OF SECRETARY

I, \_\_\_\_\_, Secretary of Champaign Park District, do hereby certify that the foregoing is a true and correct copy of an Ordinance Annexing Territory to Champaign Park District duly adopted by the Board of Park Commissioners of said Park District at a regular meeting of said Board held the \_\_\_\_ day of \_\_\_\_\_ 2024.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
\_\_\_\_\_, Secretary  
Board of Park Commissioners  
Champaign Park District

OFFICIAL SEAL

PREPARED BY AND RETURN TO:

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







## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 9, 2024

**SUBJECT:** Authorization to Solicit Bids for the 2024 General Obligation Bond Issue

### Background

Staff is seeking Board approval to solicit bids for the 2024 General Obligation Bond issuance in the amount of \$1,335,000. The proceeds of these bonds will provide funding for the building, maintenance, improvement, and protection of Champaign Park District parks and boulevards, for certain debt services on Alternative Revenue Bond issues and the payment of expenses incident thereto.

As part of this process, the Finance Director will work with a placement agent as an intermediary for the issuance solicitation. The placement agent, Robert W. Baird & Co., will contact local, regional, and national banks to solicit bids on behalf of the Champaign Park District. In addition, the placement agent will help to guide the solicitation process and negotiate favorable final terms, including interest rate, for the Champaign Park District.

### Prior Board Action

At the September 11, 2024, Board meeting, the Board approved a resolution initiative for the 2024 General Obligation Bond issuance and set the public hearing related to the issuance as October 9, 2024.

### Budget Impact

Final costs incurred related to the solicitation and issuance of the General Obligations Bonds will be covered by the bond proceeds, which include legal and placement agent fees.

### Recommended Action

Staff recommends that the Board authorize the Director of Finance to proceed with the solicitation to issue \$1,335,000 in General Obligation Bonds.

Prepared by:

Courtney R. Kouzmanoff  
Director of Finance

Reviewed by:

Sarah Sandquist, CPRE  
Executive Director

## Affidavit of Publication

STATE OF ILLINOIS }  
COUNTY OF CHAMPAIGN } SS

Paul Barrett, being duly sworn, says:

That he is Publisher of the News-Gazette, a daily newspaper of general circulation, printed and published in Champaign, Champaign County, Illinois; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 19, 2024

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS TO SELL GENERAL OBLIGATION LIMITED TAX PARK BONDS

Public notice is hereby given that the Champaign Park District, Champaign County, Illinois (the "District"), will hold a public hearing on October 9, 2024, at 5:30 p.m. The hearing will be held at the Bresnan Meeting Center, 706 Kenwood Road, in Champaign, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation limited tax park bonds of the District in the amount not to exceed \$1,335,000 for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the District, and for certain debt service on alternate bonds issued for such purpose and for the payment of expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Champaign Park District, Champaign County, Illinois.

Dated the 11th day of September, 2024.

/s/ Jarrod Scheunemann  
Secretary, Board of Park Commissioners of the Champaign Park District,  
Champaign County, Illinois

1105484 9/19



\_\_\_\_\_  
, Authorized Agent, Champaign County, Illinois

99226021 01105484 217-355-8421

CHAMPAIGN PARK DISTRICT  
706 KENWOOD ROAD  
CHAMPAIGN, IL 61821





## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 9, 2024

**SUBJECT:** Sholem Aquatic Center Lap/Activity Pool Filter Replacement Bid

### Background

The Park District solicited bids for the complete replacement of the existing Filtrex EC-1675 Diatomaceous Earth (DE) pool filter at the Sholem Aquatic Center. This filter is nearly forty (40) years old and was installed at the original Sholem pool in the early 1980's. When Sholem was reconstructed in 2006, this filter was salvaged and reused.

Fehr-Graham & Associates provided a drawing of the new filter system and submitted an application to the Illinois Department of Public Health for the appropriate construction permit.

The new *Neptune Benson Defender Regenerative Media* filter will use perlite, instead of DE.

### Bid Results

An invitation to bid was published in The News-Gazette. The bids were opened and read aloud on Thursday, September 26, 2024. The results are as follows:

<b>Contractor</b>	<b>Total Bid Amount</b>
Davis-Houk Mechanical	\$228,000.00
United Mechanical	\$249,900.00
Helm Service	\$260,000.00
A & R Mechanical	\$283,591.75
Spear Corporation	\$300,500.00

### Prior Board Action

The Park Board approved the FY25 Capital Improvement budget at the December 13, 2023, Regular Board meeting.

### Budget Impact

\$352,000 was budgeted in the FY25 Capital Improvement plan for the replacement pool filter (250018).

### Recommended Action

Staff recommends awarding this project to the low, responsive bidder, Davis-Houk Mechanical Inc, in the amount of \$228,000 and requests the Board to authorize the Executive Director to enter into an agreement for this work.

Prepared by:

Bret Johnson  
Assistant Director of Operations & Planning

Reviewed by:

Dan Olson  
Director of Operations & Planning

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

## CHAMPAIGN PARK DISTRICT Agreement

This Agreement is made and entered into effective this 10th day of October, 2024, by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and Davis-Houk Mechanical Inc., hereinafter referred to as, "Contractor", whose principal address is 1801 E. University Ave., Urbana, IL 61802.

### RECITALS:

WHEREAS, the Park District and Contractor desire to enter into an agreement whereby Contractor will provide services to Park District at designated locations as hereafter set forth.

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

1. **Services.** The Contractor agrees to provide all materials, supplies, equipment, and all labor required to replace the lap/activity pool filter at the Sholem Aquatic Center, within the Park District, as described in and in accordance with the provisions of the contract documents which include, but are not limited to: information to vendors, specifications, request for bids, contractor's bid's and this construction contract, including any change orders agreed to hereinafter.
2. **Time of Performance.** The work to be performed under this contract shall be commenced by Monday, October 14, 2024, and shall be entirely completed by April 30, 2025 unless prevented by adverse weather conditions and other circumstances approved in writing by the Park District. The work period may be extended at the sole discretion of the Park District as provided for herein. Failure to complete the work in such time shall be a breach of this contract entitling the Park District to recourse pursuant to Contractor's performance bond and the terms hereof.
3. **Compensation for Services.** Park District shall pay the Contractor for the services provided for the sum of **\$228,000.00**, payable on the second Thursday of the month following total completion of all said work and approval and acceptance by owner which shall not be unreasonably withheld. All billing must be received by the Park District by the first Wednesday of the month in order to be paid in the same month. The Park District shall make installments as bills are received based on the work completed, with such payments to be paid no later than the second Thursday of month following submission of the bills.
4. **Hold Harmless and Indemnification.** Park District shall indemnify, defend and hold harmless the Contractor and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against that arises solely from an act, failure or omission on the part of Park District or any of its commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

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

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

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

- i. Workers' Compensation:
    - State Statutory
    - Applicable Federal Statutory
  - ii. Comprehensive General Liability:
    - Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
    - Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
    - Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
    - Each Occurrence Property Damage: \$2,000,000
    - Each Occurrence \$2,000,000 Annual Aggregate
  - iii. Comprehensive Automobile Liability:
    - Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
    - Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000
  - iv. Umbrella Liability Insurance:
    - Contractor shall carry umbrella liability insurance with minimum limits of \$5,000,000 in the aggregate.
6. **Independent Contractor.** Notwithstanding any other provision of this Agreement, the relationship between Park District and the Contractor is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, the Contractor may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, the Contractor does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.

7. **Default.** The Park District may terminate this Agreement in the event of a default or breach. A default or breach shall be deemed to occur when any of the services are not provided as required and, in the manner, and at the times provided for in the specifications referred to in this Agreement. In the event of breach or termination, the Contractor shall be responsible to pay Park District for the reasonable costs incurred by Park District in obtaining replacement services.
8. **Laws and Venue.** The parties agree that the laws governing this Agreement shall be the laws of the State of Illinois. The parties further agree that in the event of any claim or lawsuit regarding this Agreement, Champaign County, Illinois shall be the appropriate venue for such claim or suit.
9. **Severability.** In any event one or more of the provisions contained in this Agreement shall be determined by a Court to be invalid, illegal or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore remain in effect.
10. **Compliance with Laws.** Contractor shall comply with all laws, statutes, ordinances and regulations applicable to the work to be performed, including, without limitation, the Illinois Prevailing Wage Act, Illinois Fair Employment Practices Act, all equal employment opportunity laws, all affirmative action ordinances and all other state, federal, or local laws or regulations applicable to the performance of this contract. In this connection, Contractor guarantees that not less than the prevailing rate of wages shall be paid to laborers, workers and mechanics performing work required to complete this contract. Further, Contractor acknowledges that, except in certain situations permitted by law, Illinois-resident laborers will be used for the work.
11. **Assignment.** Neither party, nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any assignee or sub-contractor must be acceptable to the Park District, must furnish a signed Champaign Park District "Commitment to engage in Affirmative Action Practices" form, and must agree to comply with all statutory requirements pertaining to Illinois prevailing wages, the Illinois Fair Employment Act, Equal Opportunity laws and all other State and Federal laws and regulations applicable to the performance of this Agreement.
12. **Time of the Essence.** Time is of the essence in the performance and completion of the terms of this Agreement.
13. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement, shall not be deemed a waiver of the term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.
14. **Counterparts.** This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.
15. **Notice.** All notices required pursuant to this Agreement shall be in writing and shall be deemed to have been given on the date and at the time they are sent by certified mail, return receipt requested, to the respective party at the address set forth below, or at such other place or address as the parties shall provide to each other in writing. In addition, any such notice shall be sent by first class regular U.S. Mail.

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

Davis-Houk Mechanical Inc  
Attention: Bradley Houk  
Vice President  
1801 E. University Ave.  
Urbana, IL 61802

16. **Entire Agreement and Amendment.** This Agreement and any terms or specifications attached hereto or otherwise referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings either oral or written of the parties in connection herewith. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof.
17. **Term.** This Agreement shall be in effect upon execution, provided this Agreement may be terminated at any time without notice upon the express written consent of both Parties or for default as provided for herein.
18. **Interpretation of Agreement.** In interpreting this Agreement, each of the Parties expressly agrees that the Agreement was prepared by all of the Parties jointly, and that no ambiguities shall be resolved against any Party on the basis that it was responsible, or primarily responsible for having drafted the Agreement. In addition, each of the Parties acknowledges that it did not execute this Agreement under duress and was represented by legal counsel in connection with the preparation of this Agreement or chose not to engage the services of such counsel. Further, whenever the context so requires: (a) all words used in the singular shall be construed to have been used in the plural (and vice versa); (b) each gender shall be construed to include the other gender; (c) the word "person" shall be construed to include a natural person, corporation, limited liability company or partnership, firm, joint venture, trust, estate, or any other entity, and (d) the words "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of any provision of this Agreement any person, right, obligation or concept which might otherwise be construed to be outside the scope of such provision.
19. **Authority to Execute Agreement.** Each person or entity executing this Agreement represents that he/she/it is authorized to execute the Agreement. Each person executing this Agreement on behalf of any entity represents that he or she is authorized to execute this Agreement on behalf of such entity.

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

PARK DISTRICT:  
Champaign Park District

CONTRACTOR:  
Davis-Houk Mechanical Inc

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

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

It's: \_\_\_\_\_

It's \_\_\_\_\_

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

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

ATTEST:

By: \_\_\_\_\_  
Jarrod Scheunemann, Board Secretary

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



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 9, 2024

**SUBJECT:** Virginia Theatre Stage Monitor System Bid

### Background

The Champaign Park District upgraded the Virginia Theatre's sound system in 2021 with the installation of concert-quality loudspeakers, amplifiers, and a professional digital mixing console, the facility remains without a stage monitor system. A stage monitor system is comprised of specialized loudspeakers, a separate digital mixing console, amplifiers, and other peripherals that, when operated by professional sound engineers, allow performers to better hear themselves and their fellow performers during a show. Stage monitors are crucial to enhancing the sound quality of any live performance by providing essential feedback to the performing artists in real time and by improving the mix that the audience hears through the venue's principal loudspeakers.

The Champaign Park District currently leases a stage monitor system for many of its live performances at the Virginia, with that equipment rental costing up to \$2,000.00 per event.

In 2022, FedEx granted \$25,000.00 to the Champaign Parks Foundation through its FedEx Cares program to make improvements at the Virginia Theatre. Park District staff engaged Threshold Acoustic (the audio firm that designed the Virginia's sound system) to design a stage monitor system for the theatre, however the project was tabled due to costs exceeding the grant. In 2023, FedEx granted an additional \$25,000.00 to the Champaign Parks Foundation for improvements at the Virginia, with both grants made in the name of volunteer Carol Cope.

Staff contacted Threshold Acoustic to request revision of their initial designs for a stage monitor system that would not exceed available funds. In the summer of 2024, Threshold Acoustic's final designs for the Virginia Theatre stage monitor system was received at the Park District.

### Prior Board Action

None.

### Bid Results

An invitation to bid was published on Thursday, September 12, 2024, in The News-Gazette. On Tuesday, September 17, 2024, an amendment to the initial bid was published on the Champaign Park District website and sent to interested vendors detailing two changes to the specifications after product updates were provided to the Park District by the manufacturer. Bids were opened and read aloud at the Virginia Theatre on Friday, September 27, 2024, at 4:00 P.M. Five bids were received, and the results were as follows:

<b>Bidder</b>	<b>Bid Amount</b>
Great Lakes Audio Visual	\$51,117.33
Clearwing Productions	\$46,539.00
<b>TC Furlong</b>	<b>\$46,355.57</b>
Port Lighting Systems	\$43,216.73
Mesa Electronics, Inc.	\$44,354.09

Two of the bids, from Port Lighting Systems and Mesa Electronics, Inc., did not acknowledge the bid amendment or include the updated products specified and were therefore disqualified. Of the remaining three bids, TC Furlong, Inc. of Lake Forest, Illinois, was deemed the low, responsible bidder.

Budget Impact

At \$46,355.57, the low bid for the Virginia Theatre Stage Monitor System is below the \$50,000.00 received from FedEx for the project. With the \$1,260.00 paid to Threshold Acoustic in January 2024, for their consultation and design services, the total project cost is \$47,615.57.

Recommended Action

Staff recommends that the Board accept the bid and authorize the Executive Director to enter in an agreement from the low, responsible bidder, TC Furlong, Inc. of Lake Forest, Illinois, in the amount of \$46,355.57, to be paid from the Champaign Parks Foundation's Virginia Theatre Restoration Fund.

Prepared by:

Steven Bentz  
Director, Virginia Theatre

Reviewed by:

Sarah Sandquist  
Executive Director



# CHAMPAIGN PARK DISTRICT

## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 9, 2024

**SUBJECT:** Approval of 2025 Board Meeting Dates

### Background

The Open Meetings Act requires the Park District to prepare and make available a schedule of all its Regular meetings for such calendar or fiscal year, listing the times and places of such meetings at the beginning of each calendar or fiscal year (5 ILCS 120/2.03) as well as posting notice on its website an annual schedule of meetings until a new public notice of the schedule of Regular meetings is approved [5 ILCS 120/2.02.(b)].

The Board has historically met at the Bresnan Meeting Center, 706 Kenwood Road on the 2<sup>nd</sup> Wednesday (Regular Meeting, 5:30 p.m.) and the 4<sup>th</sup> Wednesday (Study Session, 5:30 p.m.) of every month, with noted exceptions for conferences and holidays. Staff prepared two options for review titled Option A and Option B in the board meeting packet.

### Prior Board Action

The Board annually approves its meeting schedule at its Regular Meeting in November.

### Recommended Action

Staff recommends approval of a 2025 Board meeting schedule.

Prepared by:

Reviewed by:

Marguerite Bailey  
Administrative Project Manager

Sarah Sandquist, CPRE  
Executive Director



**\*\*\* OPTION A**



**CHAMPAIGN PARK DISTRICT  
2025 Regular Board Meeting and Study Session Meeting Dates**

<b>REGULAR BOARD MEETINGS</b> <b>Wednesdays at 5:30 p.m.</b>	<b>STUDY SESSION MEETINGS</b> <b>Wednesdays at 5:30 p.m.</b>
January 8, 2025	January 22, 2025
February 12, 2025	February 26, 2025
March 12, 2025	March 26, 2025
April 9, 2025	April 23, 2025
**May 14, 2025	May 28, 2025
June 11, 2025	June 25, 2025
July 9, 2025	July 23, 2025
August 13, 2025	August 27, 2025
September 10, 2025	September 24, 2025
October 8, 2025	October 22, 2025
November 12, 2025	--
December 10, 2025	--

\*\*Annual Meeting immediately followed by the Regular Board Meeting

**\*\*\* OPTION B**



**CHAMPAIGN PARK DISTRICT  
2025 Regular Board Meeting and Study Session Meeting Dates**

<b>REGULAR BOARD MEETINGS</b> <b>Wednesdays at 5:30 p.m.</b>	<b>STUDY SESSION MEETINGS</b> <b>Wednesdays at 5:30 p.m.</b>
January 8, 2025	January 22, 2025
February 12, 2025	February 26, 2025
March 12, 2025	March 26, 2025
April 9, 2025	April 23, 2025
**May 14, 2025	May 28, 2025
June 11, 2025	June 25, 2025
NO MEETING July 9, 2025	July 23, 2025
August 13, 2025	August 27, 2025
September 10, 2025	September 24, 2025
October 8, 2025	October 22, 2025
November 12, 2025	--
December 10, 2025	--

\*\*Annual Meeting immediately followed by the Regular Board Meeting



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 9, 2024

**SUBJECT:** Agreement with 40 North (formerly Public Art League) for Temporary Display of Artwork

### Background

For nearly fifteen (15) years the Park District and 40 North (formerly the Public Art League) have partnered in selecting, sponsoring, and displaying public sculpture featured throughout our parks and facilities. While any individual sculpture may have a particular placement and lease term, the Park District and 40 North have an underlying *Agreement for Temporary Display of Artwork* (attached) outlining the partnership. The agreement has a three-year term and is up for renewal, and a newly executed agreement would expire in October of 2027; there are no alterations to the agreement except change of date and Board President.

### Prior Board Action

The three-year agreement between the Park District, the Public Art League, and now 40 North has been renewed by the Board on a triannual basis, with the exception being the Public Art League's transitional year.

### Budget Impact

The agreement itself has no budget impact, but several sculpture licenses are up for renewal and staff would like to issue an RFP for two new sculpture licenses at Porter Park in the near future.

### Recommendation

Staff recommends entering into the three-year *Agreement for Temporary Display of Artwork* expiring in 2027.

Prepared by:

Reviewed by:

Jarrod Scheunemann  
Deputy Executive Director

Sarah Sandquist  
Executive Director

## **AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK**

This is an agreement for Temporary Display of Artwork, (hereafter called, "Agreement") made and entered into this 20th day of October, 2024 by and between the CHAMPAIGN PARK DISTRICT, a municipal corporation of the State of Illinois, located at 706 Kenwood Road, IL 61821 (hereafter called, "DISTRICT"), and 40 North/88 West, Inc., an Illinois non-for-profit corporation (hereafter called, "40 NORTH"), located at 17 East Taylor Street, Champaign, IL 61820.

### **WITNESSETH:**

WHEREAS, 40 NORTH seeks to improve the community aesthetic for public art and serve as a broker/dealer for the lease or sale of public artwork; and

WHEREAS, DISTRICT wishes to display artwork temporarily in certain public parks;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DISTRICT and 40 NORTH, it is hereby agreed as follows:

#### **1. RECITALS**

1.1 The foregoing recitals are incorporated into and made a part of this Agreement.

#### **2. TERM**

2.1 This Agreement shall commence on the date first appearing above and shall continue for three (3) years thereafter. With mutual consent, DISTRICT and 40 NORTH shall have the option to renew this agreement for additional three-year terms by written addendum signed by DISTRICT and 40 NORTH.

2.2 DISTRICT and 40 NORTH acknowledge that no individual artwork lease term will last longer than twenty-four (24) months unless the renewal of the lease is mutually agreed upon by DISTRICT and 40 NORTH. The artwork installation, display, and removal shall be in accordance with a lease agreement entered into by 40 NORTH and the ARTIST subject to DISTRICT approval.

### **3. 40 NORTH RESPONSIBILITIES**

- 3.1** 40 NORTH will identify potential artwork by conducting an open call to artists who are willing to lease their work and/or offer their work for sale.
- 3.2** 40 NORTH will establish and oversee a panel to examine artists' works that are entered into a competition for the purpose of being given the opportunity to exhibit in a designated park. 40 NORTH shall select entries for recommendation to DISTRICT. Together with recommending a work to DISTRICT, the entry shall include an installation and maintenance plan for the artwork. The plan shall include the following:

  - a. Proposed Site locations;
  - b. Site preparation requirements;
  - c. Installation and removal requirements along with a designation of which person or entity will undertake such action;
  - d. Any proposed protective barrier or signage in addition to the identification plaque provided by 40 NORTH;
  - e. Maintenance requirements; and
  - f. Proposed lease with the artist.
- 3.3** If an artwork is accepted by the DISTRICT for display, 40 NORTH will enter into a lease with the artist which will include the legal authority for 40 NORTH to additionally consent to placement in the DISTRICT's Park and other terms and conditions as required pursuant to this Agreement.
- 3.4** 40 NORTH will also endeavor to sell the artwork to interested parties while on display, but the DISTRICT shall have no responsibility in this regard. 40 NORTH will provide and install an identification plaque next to the artwork, prepared and designed by 40 NORTH containing credit to the artist as well as any terminology required by DISTRICT.
- 3.5** 40 NORTH will be responsible for compensating the artist in accordance with the lease agreement between 40 NORTH and the artist.

#### **4. DISTRICT RESPONSIBILITIES**

- 4.1** DISTRICT shall examine the entries submitted by 40 NORTH and, in consultation with 40 NORTH, agree upon a park location and installation and maintenance plan; provided that, DISTRICT may reject any entry for installation within its sole discretion.
- 4.2** In the event a plan is agreed upon by DISTRICT and 40 NORTH, and a lease is executed by the artist, with a copy provided to DISTRICT, the plan and lease will be approved by the DISTRICT and signed by 40 NORTH. The artwork shall be installed in accordance with the terms of the plan.
- 4.3** If DISTRICT determines, in its sole discretion, at any time during the scheduled term of display, that it no longer wishes to display the artwork, it shall notify 40 NORTH of its decision and 40 NORTH shall arrange for its removal within a reasonable time not to exceed 60 days and in accordance with the plan.

#### **5. DISPLAY OF ARTWORK, BARRIER AND SIGNAGE**

- 5.1** During the period of display of the artwork, it shall be available for viewing by the public without charge of any kind or character.
- 5.2** At all times while the artwork is on display, DISTRICT may install such physical barriers as it, in its sole discretion, deems appropriate; provided that DISTRICT does not warrant or guarantee in any manner that unauthorized touching or climbing on the artwork, or breakage will not occur. Additionally, the DISTRICT may post signage as it determines in its sole discretion, indicating that climbing or touching the artwork is prohibited.

#### **6. RISK OF LOSS**

- 6.1** The Parties acknowledge that the respective artists shall bear all risk of loss or damage to any artwork, including without limitation, theft, vandalism, and damage caused by acts of god, war, or natural conditions/disasters, including without limitation, floods, hurricanes, tornadoes, lightning, and any loss occurring during the storage, transportation, delivery, installation, or removal of the artwork, regardless of where such loss occurs.

## **7. INSURANCE**

**7.1** DISTRICT and 40 NORTH agree that neither party will be required to obtain insurance for the value (sale price) of the ARTWORK in the event of any damage, loss or theft of the ARTWORK. DISTRICT and 40 NORTH agree to add the ARTWORK to each party's respective general liability insurance policy. DISTRICT and 40 NORTH agree that the ARTIST may provide insurance against the risk of loss, theft or damage to the ARTWORK.

## **8. HOLD HARMLESS**

**8.1** 40 NORTH shall indemnify, defend and hold harmless the DISTRICT and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys' 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 DISTRICT that arises solely from an act, failure or omission on the part of 40 NORTH, or any of its directors, officers, employees, agents and representatives in carrying out the terms of this Agreement. Any lease shall provide that District and its commissioners, officers, employees, agents, representatives and volunteers are express third-party beneficiaries and shall be covered under a properly extended and endorsed certificate or rider so covering District and its commissioners, officers, employees, agents, representatives and volunteers.

**8.2** 40 NORTH shall include in its lease with the artist a provision by which the artist shall indemnify, defend and hold harmless DISTRICT and any of its commissioners, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorneys' 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 DISTRICT that arises from any act, failure or omission on the part of the artist, or any of artist's employees, agents and representatives resulting from the installation, removal, or display of the artwork or as a result of the duties and obligations as required by this Agreement.

**8.3** DISTRICT shall indemnify, defend and hold harmless 40 NORTH and any of its directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands,

attorneys' 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 40 NORTH that arises solely from an act, failure or omission on the part of DISTRICT, or any of its commissioners, officers, employees, agents, representatives and volunteers in carrying out the terms of this Agreement.

## **9. MAINTENANCE AND REPAIRS**

**9.1** The Parties acknowledge that neither of them will intentionally alter, modify nor change the artwork.

## **10. DEFAULT**

**10.1** In the event that either Party fails to comply with the terms of this Agreement, and cure such default within seven (7) days after written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement by further written notice. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to such termination. The non-defaulting Party shall have the right to obtain all available remedies occurring as a result of such default, whether in law, equity or both.

## **11. TERMINATION**

**11.1** Either Party may terminate this Agreement upon notice given as provided below. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than thirty (30) days prior to the effective date of termination. The Parties shall confer in good faith concerning the effect of termination on artwork currently installed.

## **12. MISCELLANEOUS**

**12.1 CAPTIONS:** The captions of each paragraph and headings hereof are added as a matter of convenience and shall be construed to be of no affect in the construction of any provision or provisions hereof.

**12.2 NOTICES:** Any notices regarding this Agreement given by either Party shall be in writing and deemed to have been given, delivered or made , as the case may be; (i) when personally hand delivered, or ( ii) five (5) business days after having been deposited in the U.S. Mail , certified or registered, return receipt requested, with sufficient



postage affixed and prepaid, including a copy sent by regular U.S. mail, or (iii) one (1) business day after having been deposited with an expedited overnight courier service (such as but not limited to: U.S. Express Mail, Federal Express, or United Parcel Service (UPS)), addressed to the party to whom notice is intended to be given at the address set forth below:

If to DISTRICT:  
Executive Director  
Champaign Park District  
706 Kenwood Road Champaign, IL 61821

If to 40 North:  
Executive Director  
40 North  
17 East Taylor Street, Champaign, IL 61820

Any Party may change the address to which its notices are to be sent by giving the other Party written notice of any changes in the manner provided herein, but notice of change of address is effective only upon actual receipt.

- 12.3 SURVIVING COVENANTS:** The covenants and obligations set forth in this Agreement shall survive the delivery, installation, and removal of the artwork, unless otherwise provided for herein, and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all successors in interest.
- 12.4 INTERPRETATION:** This Agreement shall be construed in accordance with the laws of the state of Illinois.
- 12.5 VENUE:** In the event of any claim or lawsuit regarding this agreement, Champaign County, Illinois shall be the appropriate venue for such claim or suit.
- 12.6 COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original.
- 12.7 CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed more strictly against one Party than against another merely by virtue of the fact that it may have been prepared by one of the

Parties; it being acknowledged that both 40 NORTH and DISTRICT have substantially and materially contributed to its preparation.

**12.8 SEVERABILITY:** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement which shall remain in effect.

**12.9 ENTIRETY OF AGREEMENT:** This writing embodies the entire agreement and understanding between the Parties hereto, and, except as otherwise described herein, there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any alteration, change, or modification of the terms of this Agreement shall not be valid unless made in writing and executed by both Parties hereto.

**12.10 TIME OF THE ESSENCE:** The Parties shall promptly execute all documents reasonably required herein and undertake such actions to effectuate the intent and purpose of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and effective as of the date first above written.

Champaign Park District  
an Illinois Corporation

40 North/88 West, Inc., an  
Illinois not-for-profit corporation

By:

By:

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

Attest:

Attest:

\_\_\_\_\_  
Board Secretary

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 9, 2024

**SUBJECT:** Review of the Property Tax Levy

### Background

The property tax levy is the largest revenue to the Champaign Park District, accounting for 62% of total revenues, and is used to support operations, programs, and capital improvements. Annually, the Park District is required to adopt a resolution estimating a specific dollar amount necessary in property taxes. This process is governed by the Illinois Property Tax Code (35 ILCS 200) and is subject to the following statutory limitations:

- **The Property Tax Extension Limitation Law (PTELL):** Also known as the "tax cap," this law limits the annual increase in property tax extensions for non-home rule taxing districts to 5% or the rate of inflation, Consumer Price Index (CPI), whichever is lower.
- **Debt Service Levy:** This levy is used to pay for bond obligations and is not subject to PTELL limits.
- **Truth in Taxation Act:** If the proposed levy exceeds 105% of the previous year's extension, a public hearing must be held, and notice must be posted in the new paper.
- **Posting Requirement.** The code now requires the Park District to post the levy on its website for public inspection for 30 days.
- **Projected Equalized Assessed Valuation (EAV) of Taxable Property:** Assessors base the EAV on property valuations over the past three years. The standard assessment is typically 33.33% of the fair market value.

**1. 2024 Tax Levy.** The 2024 tax levy represents assessed property values for calendar year 2024. The 2024 tax levy will be collected by the Champaign County Clerk in calendar year 2025 and remitted to the District in FY 2025/26. The 2024 estimate of the Equalized Assessed Value of property within the district is \$2,623,888,370, or an 11.7% increase from the 2023 levy. This includes the addition of new construction, recovered enterprise zones (EZ), and increases in real estate prices. It is important to note that this EAV growth does not factor in the impact of decisions made by the Champaign County Board of Review (BOR) appeals on properties. Over the last few years, there has been a significant number of BOR appeals. Last year, for the 2023 levy, there were over 60 appeals seeking a change in assessed value over \$100,000. As of September 30, 2024, the Park District was notified of twenty-four (24) appeals related to assessed values for the 2024 levy, and this number to increase over the course of the upcoming months.

**2. Levy Options for Consideration.** For the 2024 tax levy, the district's rate-setting tax cap is

CPI of 3.4%. However, the tax cap does not apply to new construction and recovered enterprise zone EAV, allowing the Park District to capture new properties being added to the tax roll.

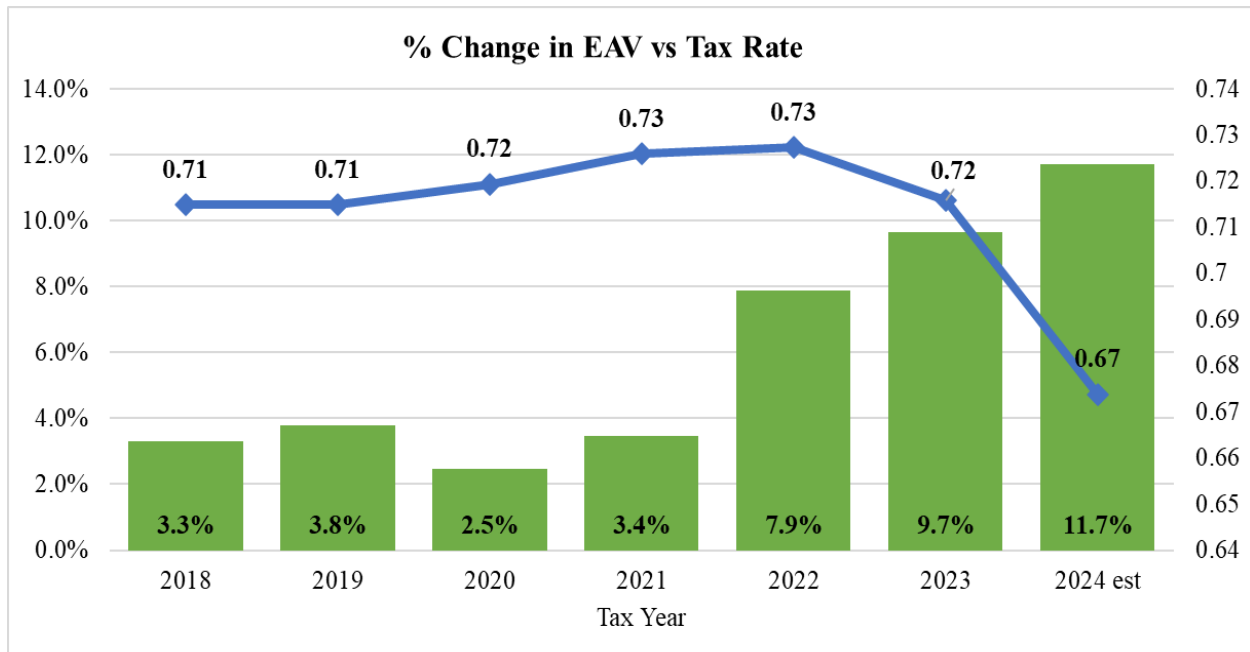
Staff have developed two options for the 2024 levy:

- **Option 1**— Maximize the levy using the 3.4% CPI increase while capturing growth from new construction and recovered EZ exemptions. This also factors in the impact of a PTAB settlement for a large apartment complex, reducing the overall EAV by \$13 million.
- **Option 2**— Reduces the estimated EAV by \$50 million as an estimate for BOR tax appeal objections.

Currently, the Park District’s tax rate is 0.7159 per \$100 EAV. Given the growth in the taxable property and the PTELL tax cap, the overall tax rate is anticipated to go down in all proposed options for the levy. This is due to the impact of tax cap on the Park District’s levy. The table below provides a summary of the two options, with additional details included in Attachment A:

	2023 Levy	Option 1 2024 Levy Est.	Option 2 2024 Levy Est.
Estimated Revenues	\$16,775,863	\$17,678,954	\$17,392,947
Overall Tax Rate	0.7139	0.6738	0.6629
Increase in Revenues		\$903,091	\$617,084
% Decrease in Rate		-5.6%	-7.1%

The following chart provides a visualization of the percentage increase in EAV over the last six years versus the change in the Park District’s tax rate:



In both scenarios, the overall tax rate is expected to decrease due to growth in taxable property, despite the increase in revenues. For example, under Scenario 1, a property valued at \$250,000 would see a tax reduction of \$33, while a \$3,500,000 commercial property would experience a

\$468 decrease.

**3. Adjustments to Levy Calculations.** There are several key components factored into calculating the overall rate, including the bond rate and the revenue recapture rate allowed under 35 ILCS 200/18-233. The Champaign County Clerk legally calculates both these rates based on any bond ordinances on file, less any abatements filed for the Park District, and the amount of adjustments for certificates of error that were filed based on the previous tax year. In addition, the CUSR joint agreement states that both Urbana and Champaign Park Districts will levy at the maximum rate of 0.0400/\$100 EAV. Should any adjustments be needed to the overall tax rate, they would be made from the tax-capped funds only.

Additional adjustments were made to various purposes as noted:

- Paving and Lighting was set to the maximum allowable rate of 0.005, as done with previous tax levy requests.
- Bond was based on the estimated 2024 general obligation bond issue but is subject to change based on the Champaign County Clerk's debt service calculation.
- Police protection was increased based on year-to-date actuals and projected increases in costs within this fund.

#### Next Steps

Pending Board direction on October 9, staff will prepare an estimated tax levy ordinance and a resolution to set the public hearing for Board consideration at the October 23 meeting. Staff will publish the Truth in Taxation notice and hold a public hearing. Final action on the levy will occur in December and file the necessary documents with the Champaign County Clerk's Office by the end of the year. The Champaign County Clerk will finalize the extension and notify the Park District in April 2025.

#### Budget Impact

This is an estimate for taxes to be levied and collected for FY 2025/26. Under option 1, the Park District would see an overall increase in property tax revenue of \$903,091, while option 2, would result in an increase of \$617,084.

#### Recommended Action

Staff recommends that the Board of Commissioners direct staff to move forward with option 1 for the estimated tax levy to ensure that the Park District captures the overall growth in taxable property within the district.

Prepared by:

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Director of Finance

Reviewed by:

Sarah Sandquist, CPRE  
Executive Director

Attachment A: Levy Scenarios

## 2024 Levy Estimates - Option 1

Attachment A

Estimated 2024 Equalized Assessed Valuation      \$ 2,623,888,370  
 New Construction & EZ Recovery                      \$   55,940,665  
 2024 CPI Rate    3.4%

Purpose	2023 Levy Ext	2023 Rate	Projected 2024 Levy	Projected 2024 Rate	2024 Change in Revenues	% Increase (Decrease) In \$ Levy	Maximum Allowed Rate
General	7,792,234	0.3316	\$ 8,189,156	0.3121	396,922	5.1%	0.3500
Recreation	3,026,658	0.1288	\$ 3,180,153	0.1212	153,495	5.1%	0.3700
Museum	2,178,348	0.0927	\$ 2,288,031	0.0872	109,683	5.0%	0.1500
Police Protection	108,095	0.0046	\$ 112,827	0.0043	4,732	4.4%	0.0250
Audit	39,948	0.0017	\$ 41,982	0.0016	2,034	5.1%	0.0050
Paving & Lighting	117,494	0.0050	\$ 131,194	0.0050	13,700	11.7%	0.0050
IMRF	234,989	0.0100	\$ 246,646	0.0094	11,657	5.0%	no limit
Liability Ins	425,330	0.0181	\$ 446,061	0.0170	20,731	4.9%	no limit
Social Security	563,974	0.0240	\$ 592,999	0.0226	29,025	5.1%	no limit
<b>Total Subject to Tax Cap</b>	<b>14,487,070</b>	<b>0.6165</b>	<b>\$ 15,229,049</b>	<b>0.5804</b>	<b>741,979</b>	<b>5.1%</b>	
Bond	1,367,636	0.0582	\$ 1,400,350	0.0534	32,714	2.4%	-
Spec Rec	921,157	0.0392	\$ 1,049,555	0.0400	128,398	13.9%	0.0400
Revenue Recapture	46,998	0.0020	\$ -	-	-		
<b>TOTAL LEVY</b>	<b>\$ 16,775,863</b>	<b>0.7139</b>	<b>\$ 17,678,954</b>	<b>0.6738</b>	<b>\$ 903,091</b>		

Levy with Revenue Recapture    \$ 16,822,861    0.7159

2023 Assessed Valuation  
 \$2,349,889,720

Increase /Decrease in Total Levy 2023 to 2024      5.1%  
 Increase/Decrease in Total Rate 2023 to 2024      -5.6%

## 2024 Levy Estimates - Option 2

Estimated 2024 Equalized Assessed Valuation           \$ 2,623,888,370  
 New Construction & EZ Recovery                         \$   55,940,665  
 2024 CPI Rate   3.4%

Purpose	2023 Levy Ext	2023 Rate	Projected 2024 Levy	Projected 2024 Rate	2024 Change in Revenues	% Increase (Decrease) In \$ Levy	Maximum Allowed Rate
General	7,792,234	0.3316	\$ 8,031,722	0.3061	239,488	3.1%	0.3500
Recreation	3,026,658	0.1288	\$ 3,119,803	0.1189	93,145	3.1%	0.3700
Museum	2,178,348	0.0927	\$ 2,246,048	0.0856	67,700	3.1%	0.1500
Police Protection	108,095	0.0046	\$ 110,203	0.0042	2,108	2.0%	0.0250
Audit	39,948	0.0017	\$ 41,982	0.0016	2,034	5.1%	0.0050
Paving & Lighting	117,494	0.0050	\$ 131,194	0.0050	13,700	11.7%	0.0050
IMRF	234,989	0.0100	\$ 241,398	0.0092	6,409	2.7%	no limit
Liability Ins	425,330	0.0181	\$ 438,189	0.0167	12,859	3.0%	no limit
Social Security	563,974	0.0240	\$ 582,503	0.0222	18,529	3.3%	no limit
<b>Total Subject to Tax Cap</b>	<b>14,487,070</b>	<b>0.6165</b>	<b>\$ 14,943,042</b>	<b>0.5695</b>	<b>455,972</b>	<b>3.1%</b>	
Bond	1,367,636	0.0582	\$ 1,400,350	0.0534	32,714	2.4%	-
Spec Rec	921,157	0.0392	\$ 1,049,555	0.0400	128,398	13.9%	0.0400
Revenue Recapture	46,998	0.0020	\$ -	-	-		
<b>TOTAL LEVY</b>	<b>\$ 16,775,863</b>	<b>0.7139</b>	<b>\$ 17,392,947</b>	<b>0.6629</b>	<b>\$ 617,084</b>		

Levy with Revenue Recapture   \$ 16,822,861   0.7159

2023 Assessed Valuation  
 \$2,349,889,720

Increase /Decrease in Total Levy 2023 to 2024           **3.5%**  
 Increase/Decrease in Total Rate 2023 to 2024           **-7.1%**