



AGENDA
BRESNAN MEETING CENTER
706 Kenwood Road, Champaign, Illinois
Wednesday, July 22, 2026
5:30 P.M.

Citizens may livestream or listen to the Special Meeting by accessing the following web address or phone number:
Link: <https://us02web.zoom.us/j/87523243963?pwd=ddiuA7bOUvkdFkY4zlbvUuTFra7re.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: 875 2324 3963

Passcode: 855839

Alternatively, the meeting may be accessed by telephone at:

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

Meeting ID: 875 2324 3963, followed by the # symbol

Passcode: 855839, followed by the # symbol

SPECIAL MEETING

5:30 P.M.

A. CALL TO ORDER

B. PUBLIC COMMENT

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.*

Persons with disabilities requiring reasonable accommodation to participate in the meeting should contact the board secretary, Marguerite Bailey, at the Park District's Bresnan Meeting Center, 706 Kenwood Rd., Champaign, Illinois, by phone at (217) 819-3853, Monday through Friday, 8:30 am until 4:30 pm, or by email to marguerite.bailey@champaignparks.org at least 48 hours before the meeting. Requests for qualified sign language interpreters may require at least 5 business days' advance notice in order to arrange an interpreter's schedule. For deaf or hearing-impaired individuals, you may wish to access the Illinois Telecommunications Access Corporation (800) 841-6167 (VOICE), (217) 698-0942 (FAX), Monday – Friday, 8:00 a.m. – 4:30 p.m. or the Illinois Relay Center by dialing 711 or (800) 526-0857.

C. COMMUNICATIONS

D. NEW BUSINESS

1. Approval of Agreement with 40 North for Placement of Twisted Sister Sculpture at Porter Park
Staff recommends approval of an agreement with 40 North for placement of the Twisted Sister sculpture at Porter Park for two (2) years, totaling \$3000.00. [Link](#)

E. DISCUSSION ITEM

1. Potential Open Space Lands Acquisition and Development (OSLAD) Projects [Link](#)
2. YMCA Request for Pond Expansion- Memorandum of Understanding Discussion [Link](#)
3. Champaign Park District Vision Continued

F. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5ILCS 120/2(c)(5), The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. **(ROLL CALL VOTE)**

G. RETURN TO REGULAR MEETING

H. COMMENTS FROM COMMISSIONERS

I. ADJOURN

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: July 22, 2026

SUBJECT: Approval of Agreement with 40 North for Placement of Twisted Sister Sculpture at Porter Park

Background

The Champaign Park District (Park District) has partnered for many years with the local Champaign-Urbana Public Art League (PAL) to locate and place sculptures throughout the Park District. In 2021, PAL merged with 40 North to provide new oversight of its financial and operational governance. In December, 2025, 40 North submitted a call seeking artists to display sculptures within the cities and parks of Champaign and Urbana. A total of nineteen (19) artists submitted 41 sculptures for consideration. The Park District's projects team reviewed all submissions and requested more information on several pieces and ultimately inquired about the lease of four (4) sculptures, of which two (2) were available:



Scalar, by Luke Achterberg, from LaCrosse, WI, will be available for installation this fall. Its location is yet to be determined. The Operations and Planning team is currently evaluating new options for sculpture placement throughout the Park District and would welcome Park Board input in this matter as well.



Twisted Sister, by Craig Snyder, of Plymouth, MN, stands at nearly 10' tall and weighs over 400lbs. This piece was selected to fill an open concrete pad near the entrance of Porter Park (pictured above). Staff continue to search for a marquee replacement for *Flamenco Revisited* (damaged in a windstorm in 2020) to be placed on the 8' x 8' concrete pad at the corner of Rising and Windsor Roads.

Prior Board Action

The Park District currently leases (in partnership with 40 North) and owns numerous sculptures and monuments within its collection. They are listed within Attachment A.

Budget Impact

\$3,000 total will be allocated for a two (2) year lease of the sculpture, *Twisted Sister*, as facilitated by 40 North. An existing concrete pad was used for the placement, and the artist was required to deliver the sculpture and lead installation at no additional cost. The Operations team sent staff to assist with installation on the morning of July 10, 2026.

Recommended Action

Staff recommends approval of an agreement with 40 North for placement of the *Twisted Sister* sculpture at Porter Park for two (2) years, totaling \$3000.00.

Prepared by:

Jarrod Scheunemann
Deputy Executive Director

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

Attachments:

- A: 20250701 cpd sculptures and monuments inventory
- B: 40 North – Champaign Park District Sculpture Placement Agreement Porter.pdf
- C: Craig Snyder

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 Sculptures and

Current: Tue 1 Jul 2025

Work			Installation		Acquisition <i>All work is owned by the Champaign Park District, unless noted otherwise.</i>			
Title	Artist / Designer	Year	Location		Year	Sponsor	Year	Remarks
			Park / Facility	Coordinates				
Stone Arch Bridge	Urbana Railroad	1860	Helms Park	40.112913, -	1860	Champaign Park District	1979	National Register of Historic
Prayer For Rain	Edward Kemeys	1893	West Side Park	40.117281, -	1899	Benjamin F. Johnson	1955	
Flagpole / Dedication Plinth	Unknown	1955	Stampofski Park	40.116417, -	1955	American Legion Post 24	1955	
Lincoln Megalith	William Fothergill, TJ	1964	West Side Park	40.117867, -	1997	Lewis Tanner	1997	Originally Installed at Neil and
Capron Sculpture Garden	William Fothergill	1965	West Side Park	40.118028, -	1965	Winifred Capron Moyer	1965	
Prairie Grid	Barry Henemann	1978	Dodds Park	40.133347, -	1978	Champaign Park District	1978	
Tribute to Olympic and	Jeffery Poss	1991	Dodds Park	40.132214, -	1991	Champaign Park District	1991	Refurbished in 2016
Frederick Douglass In	Preston Jackson	1997	Douglass Park	40.123493, -	1997	Friends of the Champaign Public Library, Illinois State Library	2017	
Tootsie	Dean Rose	2001	West Side Park	40.117286, -	2001	Michael Carragher	2001	Portions Repainted in 2018
Champaign County Worker's	Parkland College	2002	Dodds Park	40.133129, -	2002	Champaign County AFL-CIO, State of Illinois	2002	
Double Dutch A Jump for Joy	Gary Bibbs	2008	West Side Park	40.117296, -	2011	Michael Carragher	2011	
New Holland Yellow	Matt Moyer	2009	Moore Park	40.083942, -	2017	James Barham	2011	Originally Installed at Hessel
Fire and Police Memorial	Brodin Studios	2010	West Side Park	40.118119, -	2010	The Fire and Police Memorial Committee	2010	
American's Creed	Alliance Chapter	2010	West Side Park	40.118124, -	2010	Alliance Chapter NSDAR	2010	
Four Plex Entryway	Jim Gladney,	2012	Dodds Park	40.133823, -	2012	Champaign Park District	2012	
Stanchion	Dan Perry	2012	Hazel Park	40.127510, -	2013	James Barham, The Robeson Family	2017	
Wind Chimes	Jim Gladney	2013	Kaufman Lake	40.113272, -	2013	Champaign Park District	2013	
Shield of Chichen Itza	James Johnson	2013	Morrissey Park	40.083898, -	2013	Beth Johnson Satterthwaite and Tod Satterthwaite, James Barham,	2023	
Uppercutted	Ted Sitting Crow	2013	West Side Park	40.116480, -	2013	Champaign Parks Foundation	NA	Under 40N 88W Lease, ending
C-U At The Movies	Rick Harney	2014	Virginia Theatre, Park	40.117226, -	2015	Public Art League, Multiple Donors	2014	
Kaufman Lake Gates	Jim Gladney, David	2014	Kaufman Lake	40.114649, -	2014	Champaign Park District	2014	
Sunset Ridge Park Gate	Jim Gladney, David	2014	Sunset Ridge Park	40.135085, -	2014	Champaign Park District	2014	
Hazel Park Entryway	Jim Gladney,	2015	Hazel Park	40.127427, -	2015	Champaign Park District	2015	
Loop	Jim Weitzel	2015	Mattis Park	40.087764, -	2017	James Barham	2023	Repainted in 2024
Monumental Fun Time	Paul Anderson	2015	Centennial Park, Prairie	40.099246, -	2015	Dwane and Cheryl Faust Robinson	2015	
Peacock	Jim Gladney,	2015	McCollum Park	40.105011, -	2015	Champaign Park District	2015	
Hippos	Jim Gladney,	2017	Centennial Park, Sholem	40.100595, -	2017	Champaign Park District	2017	
Sprout	Ben Pierce	2017	Hessel Park	40.098475, -	2019	James Barham	2022	Damaged, Refurbished,
Startled	Timothy Summerville	2017	Scott Park	40.112387, -	2018	Beth Johnson Satterthwaite and Tod Satterthwaite	2018	
Kwami	Ray Katz	2018	Hessel Park	40.100896, -	2018	Champaign Park District	NA	Under 40N 88W Lease, ending
Twirling Smile Flower	Don Lawler	2020	Mattis Park	40.088576, -	2021	Beth Johnson Satterthwaite and Tod Satterthwaite	2021	
Just Relax	Timothy Summerville	2022	Robeson Park	40.090660, -	2022	The Robeson Family	2022	
Butterfly	Operations Staff	2022	Dodds Park	40.133775, -	2022	Champaign Park District	2022	
North End Rhythm Section	Preston Jackson	2024	Skelton Park	40.119584, -	2024	Champaign County African American Heritage Trail, Experience	2024	Owned by City of Champaign
Musician's Wall of Fame	Taylor Studios	2024	Skelton Park	40.119565, -	2024	Champaign County African American Heritage Trail, Experience	2024	Owned by City of Champaign

SCULPTURE PLACEMENT AGREEMENT

This is an AGREEMENT FOR TEMPORARY DISPLAY OF SCULPTURE ARTWORK between CHAMPAIGN PARK DISTRICT (hereafter called CPD) and 40 NORTH/88 WEST, INC., a non-for-profit corporation (hereafter called 40 NORTH).

WITNESSETH:

WHEREAS, 40 NORTH seeks to improve the community aesthetic for public art and serve as a broker/dealer for public ARTWORK for the purpose of leasing and/or selling the ARTWORK; and

WHERE AS, CPD wishes to display ARTWORK temporarily on its property at 2310 S Rising Rd, Champaign, IL 61822

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by 40 NORTH, it is hereby agreed by and between the parties as follows:

1. RECITALS:

- 1.1** The foregoing recitals are incorporated into and made a part of this AGREEMENT FOR THE TEMPORARY DISPLAY OF SCULPTURE ARTWORK, and the parties acknowledge and agree that such recitals are true and correct.

2. TERM:

- 2.1** 40 NORTH and CPD hereby agree to obtain and temporarily display ARTWORK for outdoor placement at 2310 S Rising Rd, Champaign, IL 61822 upon the terms herein provided.
- 2.2** The period of ARTWORK installation, display, and removal shall be in accordance with a lease agreement entered into by 40 NORTH and the ARTIST. CPD and 40 NORTH agree that no lease period will last longer than twenty-four (24) months unless the renewal of the lease is mutually agreed upon by both parties.

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 If an entry is accepted by CPD for display, 40 NORTH will enter into a lease with the ARTIST.
- 3.3 40 NORTH will provide and install an identification plaque next to the ARTWORK, prepared and designed by 40 NORTH containing a credit to the ARTIST and the party sponsoring the sculpture lease. The sponsor will be recognized on 40 NORTH's website and at 40 NORTH events.
- 3.4 40 NORTH will be responsible for compensating the ARTIST in accordance with the lease agreement between 40 NORTH and the ARTIST.
- 3.5 40 NORTH will also endeavor to sell the ARTWORK to interested parties while on display, but CPD shall have no responsibility in this regard.

4. PROPERTY OWNER RESPONSIBILITIES:

- 4.1 CPD will review the entries submitted by 40 NORTH and, in consultation with 40 NORTH, select an ARTWORK for placement and agree on an installation and maintenance plan, including the location.
- 4.2 After a plan is agreed to by the CPD and 40 NORTH, and a lease signed by the ARTIST, with a copy provided to the CPD, this agreement shall serve as a license permitting the ARTWORK to be installed in accordance with the terms of the plan. CPD shall bear the costs of installation and de-installation as necessary.
- 4.3 If CPD determines, in its sole discretion, that at any time during the scheduled term of display, it no longer wishes to display the ARTWORK on its property, it shall notify 40 NORTH of its decision and 40 NORTH shall arrange for de-installation within thirty days and in accordance with the approved plan.

5. RISK OF LOSS:

- 5.1 The Parties agree that the ARTIST shall bear all risk of loss or damage to any ARTWORK including, but not limited to, theft, vandalism or any other act by a third party, and damage caused by acts of god, war, or natural conditions/disasters including, but not limited to, floods, hurricanes, tornadoes, lightning, and any loss occurring during the storage, transportation, delivery, installation, de-installation, and removal of the artwork, regardless of where such loss occurs.

6. INSURANCE:

- 6.1** CPD 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. CPD and 40 NORTH agree to add the ARTWORK to each party's respective general liability insurance policy. CPD and 40 NORTH agree that the ARTIST may provide insurance against the risk of loss, theft or damage to the ARTWORK.

7. HOLD HARMLESS:

- 7.1** 40 NORTH agrees to hold free and harmless CPD and its officers, employees, agents, and servants, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, de-installation, or display of the ARTWORK or as a result of the duties and obligations as required by this AGREEMENT.
- 7.2** 40 NORTH agrees to include in its lease with the ARTIST a provision by which the ARTIST agrees to hold free and harmless CPD and its officers, employees, agents, and servants, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, de-installation, or display of the ARTWORK or as a result of the duties and obligations as required by this AGREEMENT.
- 7.3** CPD agrees to hold free and harmless 40 NORTH and its directors, officers, employees, agents, and servants, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and

nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, de-installation, or display of the ARTWORK as a result of the duties and obligations as required by this AGREEMENT.

- 7.4** This condition shall survive the termination or expiration of this AGREEMENT.

8. TERMINATION:

- 8.1** CPD may terminate this AGREEMENT upon notice given as provided below. The parties shall meet and agree concerning the effect of termination on ARTWORK installed on CPD property. Notice of termination of this AGREEMENT shall be given 40 NORTH in writing not less than thirty (30) days prior to the effective date of termination. Notice shall be made to:

40 NORTH
17 East Taylor Street
Champaign, IL 61820

9. INTERPRETATION AND FORUM

- 9.1** This AGREEMENT shall be interpreted under and in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT FOR TEMPORARY DISPLAY OF ARTWORK to be executed on the date first written below.

CHAMPAIGN PARK DISTRICT

40 NORTH/88 WEST, INC., an Illinois
not-for-profit corporation

By:

By:

Sarah Sandquist, Executive Director

Kelly White, Executive Director

Date

Date

Craig Snyder | *Twisted Sister*

“Sculpture is my thing. I appreciate all forms of art but working in three dimensions appeals to me in so many ways. I have gravitated to public art. I enjoy the collaboration and teamwork when putting together a large piece. It’s really the ultimate showcase for my work -- it’s out there for all the world to see and love or not.

My specific focus is on welded steel, stainless steel and aluminum. I often combine that with stone, wood and now also ceramic and glass. Depending on the preference of the piece, I will go with natural patinas but also seriously love color.

I’ve always been fascinated with the East and have chosen to experiment with techniques and concepts originating there, such as wabi-sabi. For me, wabi-sabi is the acceptance of beauty infused by imperfection as a reflection of our lives and loves.”



Twisted.Sister

10'H x 3'W x 3'D

400lbs

Steel

The duality of being human sometimes makes us dance with ourselves and twist to either conform or rebel and be ourselves.

For more about Craig, visit: fireshapes.com

Craig Snyder

2410 Garland Lane N Plymouth, MN, 55447

m: 612-237-8107 e: craig@fireshapes.com, w: fireshapes.com

Public/Private Art Commissions, Exhibits & Shows

Reflexion Columbia Heights MN Monumental sculpture 16' tall. Budget \$25,000 Installed October 2022

REST City of Lakeville MN Bench. Budget \$3,000 Installed October 2022

Armonie City of Plymouth MN Monumental sculpture 14' tall. Budget \$20,000 Installed June 2022

Nielsen Memorial Northfield Hospital. Design, build and install wall piece. Budget: \$5000. Installed July 2021

Effervescent City of Eagan MN Monumental steel sculpture 14' tall. Budget \$20,000 Installed November 2020

Moment of Tangency Bridgewater Bank Monumental steel sculpture 20' tall. Budget \$40,000 Installed June 2020

Blushia Bower/Hiccup Midwest Special Services. Community-based design, build and install two benches comprised of white oak, granite, stainless steel and copper. Budget: \$13,000. Installed August 2018

Aerodynamic City of Eagan. A community bench made of spalted maple and solid aluminum. Budget: \$5,000. Installed June 2018

Gaia's Whispering Hand Minnesota Landscape Arboretum Design, build and install a 16' steel and cedar sculpture for the Amazing Spaces, Places and Escapes display. Installed May 2017

Northfield Hospital Wall of Honor Northfield, MN Design, build and install at the hospital a truly artistic wall of honor. Budget: \$17,000. Installed December 2016

Tangoed Up in Blue Albuquerque, NM Design, fabricate and install sculpture at private residence. Budget: \$12,000. Installed October 2016

La Corbu Minnetonka, MN. Design, build and install weathering steel planters and bench. Budget: \$5000. Installed Summer 2016

Vinedresser Sykkel Hus Minneapolis, MN. Design, build and install a timber frame lodge for bicycles. Commission: \$11,000. Installed Summer 2016

Shortlisted for final consideration: Bemidji State University (\$50K), Eagan Bench (\$3K) and Eagan Parking Garage (\$18K), Embrace (\$25K) and Green Seekers (\$27K) Oro Valley, Arizona.

Public Sculpture Programs 2022 – 2023

Twisted Sister: Decatur, IN

Ascending Perspectives: Brentwood, MO

Sweet Pops of Brilliance: Hutchinson, MN

Azure Cascades: Mt. Clemens, MI

Xuberant! III: Mankato MN and Kenosha, WI

High Fliers: Sioux Falls, SD

TipSee: Urbana, IL and Mason City, IA

Here Be Dragons: Hopkins, MN

Dolce Gaia Plymouth, MN. Conceptualized, designed, built and installed landscape sculpture at private residence on Medicine Lake. Budget \$10,000 Installed July 2015

Sagacious Cuspidus Eagan, MN. Conceptualized, designed, built and installed a unique wall sculpture for Now Care Dental office. Budget \$4200 Installed July 2015

Vena Kathedra - A sculpture in 7 benches, fire and water features and fence CardioVascular Systems, Inc. New Brighton, MN. Budget \$90,000 Installed May 2015

Family Time on the Sofa Naples, FL. Design, build and install. Commission: \$5500. Installed February 2016

Flight of Dreams Vidya High School Gurgaon, INDIA. Conceptualized, designed and fabricated an iconic sculpture with 21 tenth grade Indian students for Vidya's Underprivileged Children Program in Delhi/Gurgaon India. January 2015

Maelstrom del Diablo: Alamo, CA. Budget \$6300 Installed November 2014

Memberships

Society of Minnesota Sculptors, Guild of Metalsmiths, Vesper, Minnetonka Center for the Arts, FOCl (Minnesota Center for Glass)

Education

Vesper Atelier - Public Art/Sculpture

University of California, Irvine – Multimedia

University of Michigan – B.B.A. in Marketing

United States Air Force Academy – Engineering



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: July 22, 2026

SUBJECT: Potential Open Space Lands Acquisition and Development (OSLAD) Projects

Background:

The Open Space Lands Acquisition and Development (OSLAD) Program is a state-financed grant program, through the Illinois Department of Natural Resources (IDNR), that provides funding assistance to local government agencies for acquisition and/or development of land for public parks and open space. The maximum OSLAD grant award to any one construction project is \$600,000. Applications are due on August 31, 2026.

Staff has identified three potential projects for consideration. They are ranked in the order of preference.

Eisner Park Connections

Eisner Park is a beloved neighborhood-scale park that serves, in effect, as a community park. It has a C-U Little League ballfield, a fully accessible playground, a well-used basketball court, and is home to Hays Recreation Center with its own parking lot. The Park has never had a pathway system within it, or sidewalks running north to south along its length. The project would integrate a pathway system throughout with clearly defined edges along the Russel Street accessible playground to the east and the Sabin Avenue ballfield to the west, with special attention given to an east/west connection contiguous with Park Avenue at mid-block. The underutilized tennis and shuffleboard courts will make an ideal area for a secure, off-leash dog run that the neighborhood has inquired about in the past. An upgraded lighting system would also be included.

Dodds Park Improvements

Linking three potential new artificial turf soccer fields to a regulation target archery range may seem like a mismatch, but it's an opportunity to bring more people to the interior of Dodds Park. Overall, the park is defined by vehicular traffic along Parkland Way to the west and by the Greenbelt Bikeway Trail and Copper Slough to the east. The Park has historically lacked internal access and connection to its diverse recreational offerings. The new amenities offer the chance for a strong north-south link within the interior of the park: an internal path connecting the fourplex parking lot to disc golf and a new archery range that heads south to spectator seating at the lighted soccer fields with their new artificial turf. This north-south connection would realign a few of the peewee soccer fields but also provide access to their new spectator seating.

Heritage Park Phase II

The Heritage Park Master Plan, phase one, called for Heritage Lake shoreline stabilization and pathway circulation. An important component of phase one, a pedestrian bridge crossing the Copper Slough to the east prairie restoration, was never realized. This project includes construction of the pedestrian bridge, but also a new parking lot and nature playground between Bradley Avenue and Heritage Lake as envisioned in phase two of the master plan.

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.

Recommended Action:

This is for discussion purposes only. The information provided is intended for Board review and to offer staff guidance on next steps. If a specific project can be identified, a formal request for approval to apply for the OASLAD grant will be presented at the August 12th regular board meeting.

Prepared by:

Bret Johnson
Director of Operations and Planning

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

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



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: July 22, 2026

SUBJECT: YMCA Request for Pond Expansion- MOU Discussion

Background:

At the Board's previous Study Session, staff presented a request from the Stephens Family YMCA to expand the existing detention pond located within Zahnd Park as part of the YMCA's planned expansion. The proposed improvements would also provide stormwater detention capacity for future Carle Health development and potential future development of Champaign Park District (Park District) parcel located northwest of Zahnd Park. The Board discussed the concept, potential benefits, environmental impacts, long-term maintenance considerations, and the need for additional information before determining whether the Park District should participate.

Since that discussion, representatives from Carle Health, Stephens Family YMCA, and the Park District have continued conversations regarding a collaborative approach to designing, constructing, and funding the project. Those discussions have resulted in a draft Memorandum of Understanding (MOU) intended to establish a framework for negotiating a future definitive agreement. The MOU does not authorize construction but outlines the proposed allocation of project costs, maintenance responsibilities, and the process for developing a final engineering design.

Proposed Cost Share

The draft MOU proposes that the three organizations jointly fund the expansion of the existing detention pond and associated outfall storm sewer based primarily on each party's anticipated stormwater detention needs.

The estimated total project cost is approximately **\$1.6 million**, allocated as follows:

Organization	Estimated Contribution
Carle Health	\$626,572
Stephens Family YMCA	\$601,569
Champaign Park District	\$372,961

These estimates include both the pond expansion and the new outfall storm sewer improvements. The proposed cost allocations are based on engineering calculations for projected stormwater storage and discharge requirements. The YMCA is contributing a larger share of the earthwork costs because it will utilize excavated material from the pond expansion as fill for its development.

Park District Benefits

Under the proposed arrangement, the Park District would receive:

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.

- Additional stormwater detention capacity to serve future development of the Park District-owned property northwest of Zahnd Park.
- A reconstructed detention pond meeting current City of Champaign standards, including rip rap shoreline protection and a bentonite liner.
- A relocated and reconstructed CATF trail around the expanded pond.
- Shared responsibility for major maintenance events exceeding \$10,000, while the Park District would continue routine maintenance such as mowing.

Items for Board Consideration

Before staff proceeds with negotiating a final agreement, several policy considerations remain for Board discussion, including:

- Whether the proposed financial contribution provides sufficient long-term value to the Park District.
- Whether the additional stormwater capacity adequately supports future development of Park District property.
- The long-term maintenance responsibilities associated with the expanded pond.
- The benefits of partnering with Carle Health and the YMCA on shared regional infrastructure compared to developing independent stormwater facilities in the future.
- Whether the Board supports continuing negotiations toward a definitive agreement reflecting the general terms outlined in the draft MOU.

Recommended Action

This item is presented for discussion only. Staff are seeking feedback from the Board regarding the proposed three-party cost-sharing framework and whether the Board supports continuing negotiations with Carle Health and the Stephens Family YMCA toward a final intergovernmental agreement. Direction received at the Study Session will guide staff in refining the agreement and determining whether to return a final document for future Board consideration.

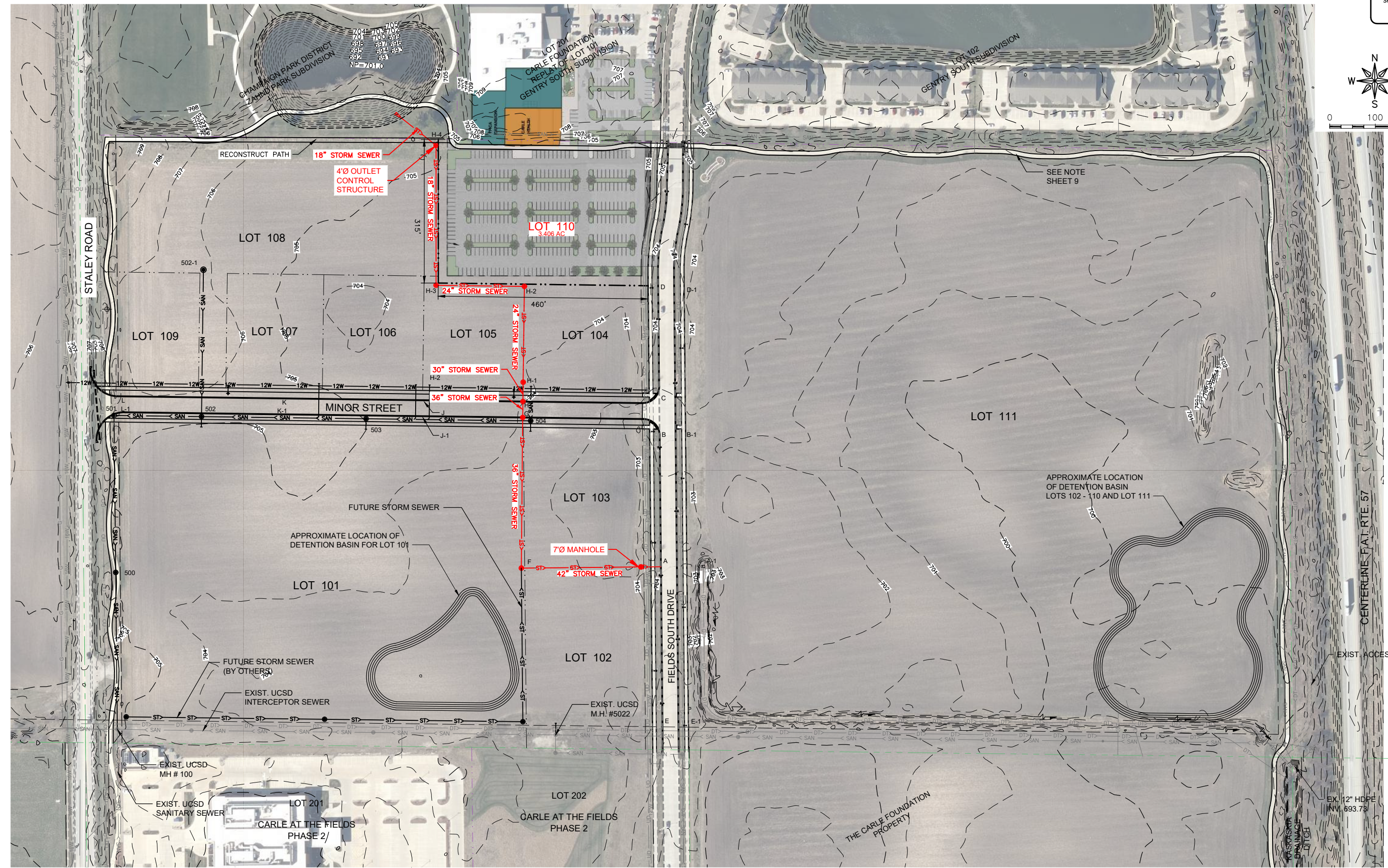
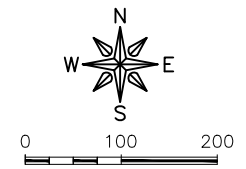
Prepared by:

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

Jarrold Scheunemann
Deputy Executive Director

Attachments: Zahnd Park Expansion Drawing
Carle_YMCA_CPD - Zahnd Park Pond Expansion MOU 7.13.26



OPTION 5 - ZAHND POND MODIFIED FOR LOTS 106-110 RUNOFF

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

Memorandum of Understanding

This Memorandum of Understanding (the “**MOU**”) is hereby entered into by and between The Carle Foundation d/b/a Carle Health on behalf of itself and its affiliates and subsidiaries (“**Carle**”), Stephens Family YMCA (“**YMCA**”) and Champaign Park District (“**CPD**”) as of the date of last signature hereto (the “**Effective Date**”). Carle, YMCA, and CPD may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Parties desire to expand the existing Zahnd Park pond and outfall storm sewer located on CPD property to accommodate additional storm water detention needs for future developments contemplated by Carle, Champaign Park District and YMCA (the “**Pond Expansion**”);

WHEREAS, The Parties desire to enter into an MOU to document the terms and conditions by which the Parties shall allocate the project costs to accomplish the Pond Expansion; and

THEREFORE, in consideration of the mutual covenants and conditions contained herein, the abovementioned recitals, which are incorporated herein by this reference, and other valuable consideration, the Parties agree as follows:

AGREEMENT

1. Zahnd Park Pond Expansion.

- 1.1. Zahnd Park Pond Expansion Design.** The Parties agree to review and negotiate in good faith the engineering design for the Pond Expansion which meets the Parties’ needs relative to storm water drainage and detention. Unanimous agreement is required to approve the final design. A proposed engineering design is attached hereto and incorporated herein as Exhibit A.
- 1.2. Cost Sharing for Pond Expansion.** The Parties agree that, based on current guidance and cost projections, that the estimated Pond Expansion project costs shall be split between the Parties as set forth below, based on their projected percentage of volume contribution.

Table 1 - Total Design Volumes		
Development	Volume Required (Acre-Foot)	% of Total
YMCA Expansion	1.12	22%
Carle Future Lots 106-109	2.12	41%
Existing Zahnd Park	0.99	20%
NW Zahnd Parcel	0.85	17%
Total As Designed	5.08	100%

Table 2 - New Volume Contribution by Development		
Development	Volume Required (Acre-Foot)	% of Total
YMCA Expansion	1.12	27%
Carle Future Lots 106-109	2.12	52%
NW Zahnd Parcel	0.85	21%
Total New Volume	4.09	100%

Cost Sharing					
Item	Total	YMCA	Carle	Park District	% based on
Site Demo	\$37,080	\$10,012 (27%)	\$19,282 (52%)	\$7,786 (21%)	Table 2
Storm Retention Earthwork	\$1,158,820	\$521,469 (45%)	\$451,940 (39%)	\$185,411 (16%)	Table 2 with *
Rip-Rap for Pond	\$150,000	\$33,000 (22%)	\$61,500 (41%)	\$55,500 (37%)	Table 1
Bentonite Liner for Pond	\$79,675	\$17,529 (22%)	\$32,667 (23%)	\$29,480 (37%)	Table 1
Total	\$1,425,575	\$582,010	\$565,389	\$278,177	

* Since the YMCA is receiving the benefit of being able to use the fill from the pond on their development, the YMCA is paying a larger percentage for this line to acknowledge this benefit to the other two parties. The savings would be an additional 13% to Carle and 5% to the Park District.

- 1.3. Cost Sharing for Outfall Storm Sewer.** Additional work for the outfall storm sewer has also been identified as necessary to accomplish the Pond Expansion project. Cost sharing between the Parties for the outfall storm sewer will be split pursuant to the Flow Contribution to Outfall by Development percentages set forth in the table below, as qualified further.

Table 3 - Flow Contribution to Outfall by Development		
Development	Allowable Release Rate (CFS)	% of Total
YMCA Expansion	0.81	13%
Carle Future Lots 106-109	1.53	24%
Existing Zahnd Park	3.42	52%
NW Zahnd Parcel	0.72	11%
Total Pond Outfall Flow	6.48	100%

Cost Sharing					
Item	Total	YMCA	Carle	Park District	% based on
Storm Sewer (Pond Outfall)	\$150,450	\$19,559 (13%)	\$36,108 (24%)	\$94,784 (63%)	Table 3
Storm Sewer (Upsize to 36")	\$25,075	\$0	\$25,075 (100%)	\$0	*
Total	\$175,525	\$19,559	\$61,183	\$94,784	

Pursuant to the engineering design attached in Exhibit A, the costs shall be divided as set forth above in the sections highlighted in yellow. For the sections highlighted in red, the project cost shall be split as above, based on a 24" diameter pipe.

* 100% of the increase in project cost between a 24" diameter pipe and a larger diameter pipe for the red highlighted area shall be Carle's sole responsibility.

1.4. Total Projected Project Cost. The total estimated project cost, broken down by each party's expected contribution, is set forth below.

In the event that costs increase beyond the amounts set forth below, the Parties agree to split the additional costs for the Pond Expansion based on the cost split set forth in Section 1.2, and for the Outfall Storm Sewer expansion based on the cost split set forth in Section 1.3.

In the event that the costs are less than the amounts set forth below, the Parties agree to split the costs for the Pond Expansion based on the cost split set forth in Section 1.2, and for the Outfall Storm Sewer expansion based on the cost split set forth in Section 1.3

Carle: \$626,572

YMCA: \$601,569

CPD: \$372,961

- 1.5. Maintenance.** The general maintenance, i.e. mowing, etc. around the pond will be performed by the Chamapaign Park District. Any single maintenance event that is over \$10,000 will be split in accordance with the percentages in Table 1 above. All parties must be notified of expense at least 30 days prior to the work being performed.
- 2. Definitive Agreement.** The Parties agree that this MOU is primarily intended to guide discussions and negotiations around the relative duties and obligations of the Parties for the Zahnd Park pond expansion. The Parties agree to memorialize their final, agreed-upon duties and obligations in a definitive agreement before any work to expand Zahnd Park pond is undertaken.
- 3. Term and Termination**

 - 3.1. Term.** The term of this MOU shall commence on the Effective Date and shall continue for a period of one (1) year (the “**Initial Term**”), and thereafter will automatically renew for additional one (1) year periods (each a “**Renewal Term**”). The Initial Term and the Renewal Terms(s), if any, shall be referred to herein collectively as the “**Term**.”
 - 3.2. Termination Without Cause.** This MOU may be terminated by any Party without cause upon sixty (60) days’ written notice.
 - 3.3. Termination for Cause.** This MOU may be terminated by any Party upon any breach, default or violation of any material provision of this Agreement by another Party; provided that such breach, default or violation has not been cured within thirty (30) days after a non-breaching Party delivers written notice to the breaching Party specifying such breach, default or violation; provided, however, or, if such breach, default or violation is not susceptible to cure within said thirty (30)-day period, then the breaching Party shall have such additional period of time, not to exceed thirty (30) days, in which to cure so long as the breaching Party is diligently pursuing cure within such additional thirty (30)-day period. Notwithstanding the foregoing, a non-breaching Party may terminate this MOU upon prior written notice to the breaching Party stating the effective date of termination following the third material breach of this MOU by the breaching Party, provided that such breaching Party were given notice and the opportunity to cure the prior breaches in accordance with this section.
 - 3.4. Automatic Termination.** This MOU shall terminate immediately upon the conclusion of the expansion of the Zahnd Park pond. Any terms herein which are by their nature intended to survive termination shall do so.
- 4. Insurance and Indemnification**

4.1. Insurance.

4.1.1. Each Party shall maintain general liability insurance coverage for any claims that concern or relate to this MOU which are incurred on account of the other Party, including its officers, agents, and employees, in an amount not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Upon request, a Party shall provide a Certificate of Insurance evidencing such insurance coverage to the requesting Party.

4.1.2. Each Party shall maintain professional liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate for all services rendered pursuant to this MOU. Upon request, a Party shall provide a Certificate of Insurance evidencing such insurance coverage to the requesting Party.

4.1.3. Each Party shall maintain worker's compensation insurance to state limits.

4.2. Indemnification. Each Party agrees to defend, indemnify, and hold the other Parties harmless from any and all claims made against the other Parties relating to or arising from the acts or omissions of the employees or agents of the indemnifying Party rendered pursuant to this MOU, including all court costs, expenses, judgments, and reasonable attorney's fees incurred as a result thereof. Notwithstanding anything to the contrary in this section, no Party shall be liable to the other Parties for consequential, exemplary, or punitive damages. The indemnification provisions of this Section are in addition to, and not in lieu of, any common law rights of contribution existing under the laws of the state of Illinois, which any Party may have against the other Parties, or its agents or employees.

5. Compliance

5.1. Compliance with Laws. The Parties agree to comply with all laws, statutes, regulations, certification requirements or enactments that are applicable to this MOU. Under no circumstances shall this MOU be deemed an inducement for referrals or business whatsoever. In the event of a change in the Medicare or Medicaid statutes, regulations, general instructions, and their application or any administrative or judicial ruling that would render this MOU illegal in any manner, either Party may, upon written notice, propose an amendment to this MOU to bring it into compliance. If the parties are otherwise unable, within thirty (30) days thereafter, to agree on such amendment or otherwise restructure the relationship to come into compliance in a manner that does not have a materially negative impact on one of the Parties, then the Parties may terminate this MOU upon thirty (30) days' further written notice.

5.2. Warranty of Non-Exclusion. Each Party hereby warrants and represents that neither it, nor any of its officers, directors, employees, or agents, (i) are hereby excluded, debarred, or otherwise ineligible to participate in any federal programs, including but not limited to federal healthcare programs as defined by 42 U.S.C. §1320a-7b(f) (the “**Federal Health Care Programs**”); (ii) are convicted of a criminal offense related to the provision of health care items or services, (iii) have been excluded, debarred, or otherwise declared ineligible to participate in any federal program; and (iv) are under investigation or otherwise aware of any circumstances that may result in said Party being excluded from participation in any federal program. This shall be an ongoing representation and warranty for the term of the MOU. Either Party shall immediately notify the other Party of any change in the status of this representation and warranty. Any breach of this section shall give the right to terminate the MOU immediately for cause.

6. Other Terms

6.1. Notices. All notices, demands, requests, consents, approvals, or other instruments required or permitted by this MOU shall be made in writing by an officer, attorney, or other authorized agent of the notifying Party, and shall be addressed to the other Parties as follows:

Carle Health
611 W. Park St.
Urbana, IL 61801
Attn: Legal Services

YMCA
ADDRESS
ADDRESS
Attn:

Champaign Park District:
ADDRESS
ADDRESS
Attn:

6.2. Independent Contractor. It is understood and agreed that each Party and its respective directors, officers, employees, agents, representatives, successors, assigns, and subcontractors (collectively, each Party’s “**Representatives**”) are acting as independent contractors in all respects. Neither Party or its Representatives are employing the other. No Party nor its Representatives shall at any time be considered to be an employee of the other Parties, nor shall the relationship be considered to be one to which the doctrine of *respondeat superior* applies. Accordingly, it is understood and agreed that no Party nor its Representatives shall have any claim against the other Parties for vacation, sick leave, retirement, social security, worker’s compensation, disability, or unemployment benefits, or other employee-type benefits of any kind.

- 6.3. Conflict of Interest.** Each Party hereby warrants that there are no conflicts of interest which would, by their nature, prevent them from entering into this MOU.
- 6.4. Statement of Non-Discrimination.** All Parties hereto are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender, age, veteran status, or mental/physical disability.
- 6.5. Governing Law.** This MOU shall be governed by the laws of the state of Illinois without giving any effect to conflicts of law provisions.
- 6.6. Amendments.** This MOU may be amended at any time by the mutual written consent of the Parties.
- 6.7. Force Majeure.** No Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure results from causes beyond the non-performing Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of a public enemy, or any regulations, orders, or requirements of any duly authorized governmental body or agency and occurs despite the non-performing party's best efforts to avert such failure.
- 6.8. Severability.** If any clause, sentence, paragraph, or other part of this MOU is determined by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this MOU.
- 6.9. Successors and Assigns.** This MOU shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the Parties. Any Party may not assign the MOU without the prior written consent of the other Parties.
- 6.10. No Third-Party Rights.** The Parties agree that they do not intend to create any enforceable rights in any third parties under this MOU and that there are no third-party beneficiaries to this MOU.
- 6.11. Waiver of Breach.** The waiver of breach by any Party of any provision of this MOU shall not operate as, or be construed to be, a waiver of any subsequent breach of the MOU or other provisions hereof.
- 6.12. Entire Agreement.** This MOU supersedes all previous contracts, MOUs, or understandings between the Parties with respect to the subject matter and constitutes the entire agreement of the Parties.

6.13. Execution. This MOU and any amendments hereto shall be executed by an agent sufficiently authorized to perform such executions. Each copy shall be deemed an original, and the originals together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have set their signatures below.

Carle Health

By: _____

Title: _____

Date: _____

Stephens Family YMCA

By: _____

Title: _____

Date: _____

Champaign Park District

By: _____

Title: _____

Date: _____

EXHIBIT A

Proposed Engineering Design for Pond Expansion and Outfall Storm Sewer

