



**AGENDA  
REGULAR MEETING  
BRESNAN MEETING CENTER  
706 Kenwood Road  
Champaign, Illinois  
7:00 P.M.**

**A. CALL TO ORDER**

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

**C. COMMUNICATIONS**

**D. TREASURER'S REPORT**

1. Consideration of Acceptance of the Treasurer's Report for the Month of June 2023

**E. EXECUTIVE DIRECTOR'S REPORT**

1. General Announcements

**F. COMMITTEE AND LIAISON REPORTS**

1. Champaign Parks Foundation

**G. REPORT OF OFFICERS**

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

**H. CONSENT AGENDA**

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

1. Approval of Minutes of the Regular Board Meeting, June 14, 2023 [Link](#)
2. Approval of Minutes of the Executive Session, June 14, 2023
3. Approval of the Minutes of the Study Session, June 28, 2023 [Link](#)
4. Approval of Minutes of the Executive Session, June 28, 2023

**I. NEW BUSINESS**

1. Approval of Disbursements  
Staff recommends approval of the list of disbursements for the period beginning June 15, 2023 and ending July 12, 2023. **(Roll Call Vote)**
2. Consideration of and/or Approval of Intergovernmental Agreement with the City of Champaign for Hedge Park  
Staff recommends the Board consider and/or approve an Intergovernmental Agreement with the City of Champaign for Hedge Park pending review by Park District legal counsel.

## Regular Board Meeting

July 12, 2023

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3. Approval of Agreement with Regional Planning Commission for Traffic Study on Parkland Way  
Staff recommend the Board approve the agreement with Champaign County Regional Planning Commission for a total cost of \$14,050 and authorize the Executive Director to execute the agreement. [Link](#)
4. Approval of Renewal of Ticketing Software Agreement at the Virginia Theatre  
Staff recommends that the Park District Board authorize the Executive Director to execute an amendment to the current agreement between the Champaign Park District and VisionOne, Inc. dba Accesso for use of its ShoWare cloud-based ticketing software at the Virginia Theatre for a period of three (3) years beginning December 9, 2023. [Link](#)
5. Approval of a Resolution Authorizing the Destruction of Recordings of Executive Sessions and Disaster-Related Remote Participation for Regular and Special Meetings  
Staff recommends approval of a resolution authorizing, approving and ordering the destruction of the verbatim audio records of the following closed session and disaster-related remote participation Regular and Special meetings: July 14, 2021 (Disaster), July 14, 2021, July 28, 2021, August 11, 2021 (Disaster), August 11, 2021, August 25, 2021 (Disaster), August 25, 2021, September 9, 2021 (Disaster), September 22, 2021 (Disaster), October 13, 2021 Study Session (Disaster), October 13, 2021 Regular Meeting (Disaster), October 27, 2021 (Disaster), November 10, 2021 (Disaster), and December 8, 2021 (Disaster). [Link](#)

### J. DISCUSSION ITEMS

### K. COMMENTS FROM COMMISSIONERS

### L. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(2) collective negotiating matters involving the public body and (21) for the discussion of minutes of meetings lawfully closed under this Act, whether for purpose of approval by body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

### M. RETURN TO REGULAR MEETING

### N. EXECUTIVE SESSION ACTION ITEM

1. Approval of Releasing Executive Session Minutes for Public Review.

### O. ADJOURN

**CHAMPAIGN PARK DISTRICT  
MINUTES OF REGULAR MEETING  
BOARD OF COMMISSIONERS  
JUNE 14, 2023**

The Champaign Park District Board of Commissioners held a Regular Meeting on Wednesday, June 14, 2023 at 6:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

Present: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, Jane L. Solon and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, and Attorney Guy Hall.

Staff Present: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Chelsea Norton, Director of Marketing and Development, Dan Olson, Director of Operations, Heather Miller, Director of Human Resources, Jimmy Gleason, Director of Revenue Facilities, Steven Bentz, Director of the Virginia Theatre, Kayla Myers, Park Planner, and Rachel Voss, Marketing Manager.

Chloe Cowart and Christine Simon from OpenGov also attended the meeting via teleconference.

**Call to Order**

President Hays called the meeting to order at 6:00 p.m.

**Public Comments**

None.

**Communications**

None.

**Executive Session**

Vice President McMahon moved pursuant to the bases set forth below to convene into Executive Session. The motion was seconded by Commissioner Solon. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2(c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public body and (c)(2) collective negotiating matters involving the public body.

**Return to Regular Meeting**

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

Peter McFarland, Joe Stovall, and another member of First String Baseball joined the meeting at 7:00 p.m.

**Treasurer's Report**

Ms. Wallace presented the Treasurer's Report for the month of May 2022. She noted that the first property tax installment has been received.

Vice President McMahon made a motion to accept the Treasurer's Report for the month of May 2022. The motion was seconded by Commissioner Somers. The motion passed 5-0.

**Executive Director's Report**

General Announcements

Ms. Sandquist complimented the Sholem Aquatic Center staff for receiving an “exceeds” status report for a recent Ellis & Associates lifeguard safety assessment. She reminded the Board about several upcoming events, including an Illinois Association of Park Districts webinar regarding the local government efficiency committee and a backpack stuffing volunteer event.

Ms. Sandquist mentioned that she would be attending the City staff-led meeting at the Douglass Annex related to recent safety issues near Douglass Park.

Ms. Sandquist noted she has met with Colony Property Management staff to discuss a potential parking lot arrangement.

## **Committee and Liaison Reports**

### Champaign Parks Foundation

Mr. Scheunemann reported that Foundation Directors have secured nearly \$30,000 in sponsorships for the gala to be held on September 14, 2023. He encouraged the Park Board to purchase and sell tickets to the event. Mr. Scheunemann highlighted the new shade structures at Sholem Aquatic Center that were purchased with donations that have been received in memory of Myron Sholem.

## **Report of Officers**

### Attorney’s Report

Mr. Hall reported that he has been working on several matters for the Park District including two agreements for the Douglass Park concessions and ballfields project, clarifying an agreement with Experience Champaign-Urbana, as well as a transfer of land no longer necessary for park purposes. He inquired whether the Board is interested in reinstating an agreement for the first right of refusal for property adjacent to Zahnd Park.

### President’s Report

President Hays identified Brian Davidson and Amy Durukan as committee members for the local government efficiency committee.

He thanked staff for their work on the new shade structures at Sholem Aquatic Center.

President Hays also shared about his separate discussions with Colony Property Management staff regarding the parking lot adjacent to Mattis Park. He also noted that the search for a new Treasurer is ongoing.

## **Consent Agenda**

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

1. Approval of Minutes of the Annual and Regular Board Meetings, May 10, 2023
2. Approval of Minutes of the Executive Session, May 10, 2023
3. Approval of Minutes of the Special Board Meeting, May 24, 2023
4. Approval of a Resolution Designating Freedom of Information Act Officers and Open Meetings Act Officers and the Duties Thereof for the Champaign Park District

Commissioner Solon made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Somers. The motion passed 5-0.

## **New Business**

1. Approval of Disbursements

Vice President McMahon made a motion to approve the list of disbursements for the period beginning May 11, 2023 and ending June 14, 2023. The motion was seconded by Commissioner Solon. Upon roll call vote, the vote was as follows: Commissioner Kuhl – yes; Commissioner Solon – yes; President Hays – yes; Commissioner McMahon – yes; and Commissioner Somers – yes. The motion passed 5-0.

2. Approval of Bid for Dodds Tennis Center Roof Replacement

Mr. Olson reported that staff recommends accepting the low bid from Sentry Roofing and to authorize the Executive Director to enter into a contract with Sentry Roofing for a total of \$230,331.00.

Commissioner Kuhl made a motion to accept the low bid from Sentry Roofing and authorize the Executive Director to enter into a contract with Sentry Roofing for a total of \$230,331.00. The motion was seconded by Vice President McMahon. The motion passed 5-0.

3. Approval of Subrecipient Agreement with the City of Champaign for Douglass Park Concessions and Ballfield Improvements Project

Ms. Sandquist presented the report. She reported that staff have been working to find alternate funding sources for the Douglass concessions and ballfields project after the Park District's Open Space and Land Acquisition Development (OSLAD) grant application was denied. Ms. Sandquist reached out to City staff about the project, and they agreed to allocate American Rescue Plan (ARPA) funds totaling \$400,000.00 in support of the project. The City submitted a related subrecipient agreement for the Board to consider.

Commissioner Solon asked if the funds needed to be utilized by a certain date. Ms. Sandquist responded that the \$400,000.00 from the City must be utilized by 2025.

Commissioner Kuhl is in favor of the project but prefers to wait until the scope of work and cost estimates are clarified. She noted the complexity of this project due to the involvement of multiple stakeholders and believes that it was necessary to clearly identify each party's role and investment prior to beginning the project.

Attorney Hall indicated that the urgency for approval may relate to the City's meeting schedule and desire to allocate ARPA funds within their required timeframe.

Mr. Weiss noted that the current design documents and cost estimates are prepared at the same level of completion for other grant applications, and while this situation is different, it is not unprecedented to proceed with a project and grant agreement with design documents and cost estimates at this stage of completion.

Commissioner Solon made a motion to approve the Subrecipient Agreement with City of Champaign in order to accept the grant funds of \$400,000.00. The motion was seconded by Vice President McMahon. The motion passed 4-0. Commissioner Kuhl abstained from voting. She indicated she favors the project but prefers to defer the work until the scope and cost estimates are clarified.

4. Approval of Professional Services Agreement with Architectural Expressions for Douglass Park Concessions and Ballfield Improvements

Ms. Sandquist reported that staff recommends approval of a professional services agreement with Architectural Expressions for Douglass Park ballfield improvements for a total cost of \$68,859.00.

Commissioner Solon made a motion to approve a professional services agreement with Architectural Expressions for Douglass Park ballfield improvements for a total cost of \$68,859.00.

The motion was seconded by Vice President McMahon. The motion passed 5-0.

5. Reconsider and Adopt the Amendment to the Visit Champaign County/Experience Champaign Urbana Skelton Park Improvements Agreement

Attorney Hall reported that Visit Champaign County/Experience Champaign Urbana has requested changes to the agreement to clarify ownership and payment terms. The Board is requested to reconsider its previous motion and adopt the recommended updates to the amendment's terms.

Commissioner Solon made a motion to reconsider approval of the prior amendment and adopt changes to the terms of the amendment to the agreement with Visit Champaign County/Experience Champaign Urbana and ratify the same. The motion was seconded by Commissioner Somers. The motion passed 5-0.

6. Approval of Agreement with OpenGov

Ms. Wallace reported that OpenGov had previously presented its software product to the Board for discussion and staff recommends the Board approve the agreement with OpenGov and authorize the Executive Director to execute the agreement. The Park District's legal counsel has reviewed the agreement and his recommended revisions have been presented to the Board.

Commissioner Somers made a motion to approve the agreement with OpenGov and to authorize the Executive Director to execute the agreement. The motion was seconded by Vice President McMahon. The motion passed 5-0.

7. Approval of Agreement with Thirdside Development for Champaign Park District and Champaign Urbana Special Recreation Websites

Ms. Norton reported that it has been nearly ten (10) years since the Park District has redesigned its websites. Thirdside Development has maintained the Park District's websites since 2016. This redesign is also an opportunity to improve the website's accessibility for individuals with disabilities.

Ms. Norton noted that full upfront payment includes a 10% discount.

Commissioner Kuhl requested a timeline for completion. Ms. Norton responded that November 1<sup>st</sup> is the expected completion date.

Commissioner Solon recommended the Park District investigate other vendors in the future to explore possibilities.

Commissioner Solon made a motion to approve of an agreement Thirdside Development to simultaneously design the Champaign Park District and Champaign-Urbana Special Recreation websites and to authorize the Executive Director to enter into a contract and pay the full up-front total cost of \$34,425.00. The motion was seconded by Vice President McMahon. The motion passed 5-0.

8. Approval of Application for Illinois Department of Natural Resources (IDNR) Park and Recreational Facility Construction (PARC) Grant

Mr. Weiss presented the report. Staff have engaged Farnsworth Group to assist with design, placement, and occupancy-based opinions of cost for the potential construction of a shelter near Prairie Farm. Farnsworth assisted with three opinions of cost for three potential square footages as well as three options for potentially locating the shelter. The opinions of cost did not include HVAC which would add an additional \$200,000.00 to the total cost.

Mr. Weiss noted that the shelter is anticipated to become a year-round activity center and event space that could be used for agricultural education, recreation programs, rentals, and weddings.

Ms. Sandquist added that this grant application is due on June 15, 2023, and is a 75% match.

Discussion and clarifications ensued regarding the size of the building and whether the Park District will be required to return back grant monies if the scope is not exact at the outset of the application.

Commissioner Kuhl made a motion to approve an application for Illinois Department of Natural Resources (IDNR) Park and Recreational Facility Construction (PARC) Grant to construct a 5,250 square foot shelter with a total project cost of \$1,500,000 and including HVAC to be located near Prairie Farm. The motion was seconded by Vice President McMahon. The motion passed 5-0.

### **Discussion Items**

#### **1. Board Meeting Format**

Mr. Scheunemann reviewed the main points of discussion from the previous Special Board meeting regarding this topic. The Governor ended the COVID-19 disaster declaration on May 11, 2023, which reinstated normal open meetings act rules requiring in-person Board meeting attendance with limited exceptions for virtual attendance. At the previous Special Meeting, the Board was asked to discuss the potential of live streaming or posting of recorded meetings. At that time, the Board tabled discussion until this meeting due to several Board members not being present.

The Commissioners expressed their respective points of view about the topic.

### **Comments from Commissioners**

Commissioner Solon thanked staff for the installation of the new shade structures at Sholem Aquatic Center. She believes they are a wonderful addition.

### **Adjourn**

There being no further business to come before the Board, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Solon. The motion passed 5-0 and the meeting was adjourned at 8:00 p.m.

Approved:

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Craig W. Hays, President

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Jarrod Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT**  
**MINUTES OF THE STUDY SESSION BOARD OF PARK COMMISSIONERS**  
**June 28, 2023**

The Champaign Park District Board of Commissioners held a Study Session on Wednesday, June 28, 2023, at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to notice duly given. President Hays presided over the meeting.

Present, In-Person: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, and Attorney Guy Hall.

Present, Online: Commissioner Jane L. Solon

Staff Present, In-Person: Andrew Weiss, Director of Planning, and Heather Miller, Director of Human Resources.

**Call to Order**

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

There being a quorum of the public body physically present, prior notice duly given to the Board Secretary, and in accordance with and to the extent allowed by the Park District's rules adopted in Ordinance 512: An Ordinance Defining Meeting and Adopting Procedures for Electronic Attendance at Meetings of the Champaign Park District. Commissioner McMahon made a motion for Commissioner Solon to attend the study session by means other than physical presence pursuant to 5 ILCS 120/7(a)(iii) family emergency. The motion was seconded by Commissioner Kuhl. The motion passed 5-0.

**Comments from the Public**

None.

**Discussion Items**

1. Hedge Park Staff Update

Mr. Weiss provided an update about the Hedge Park project. He stated that staff have attended several Hedge Park design meetings with City planning, engineering, and public works staff, as well as architects from Hitchcock Design (Hitchcock).

Previously, the City developed and managed a pop-up park in the proposed park space to test recreation amenities and activities as well as engage with local residents to determine their needs and desires for a future park. The results of these activities were used by Hitchcock to develop an initial conceptual design for Hedge Park. Hitchcock was encouraged by Park District staff to reduce, rearrange, and replace the number and type of amenities within the ½ acre area.

The most recent design was presented to the Park Board for discussion. It includes a half-court basketball court, splash pad, playground, swing set, exercise equipment, a reading circle, picnic area, and a Sutu wall. A Sutu wall is an electronically enabled gaming wall that offers participants a variety of ball sports skill development games.



Discussion and clarifications ensued regarding the cost estimate, durability, location, and maintenance of the Sutu wall. Mr. Weiss responded that the Sutu wall's cost estimate is \$60,000.00. He noted that it has been installed and performs well in similar climates and it is composed of durable polycarbonate panels with a steel frame. Mr. Weiss added that fencing will surround the wall to prevent errant balls from impacting other recreation activities. The wall is manufacturer supported by a ten-year subscription that provides the software and games for the wall and monitors the wall and gaming system for maintenance needs. Mr. Weiss will investigate the terms of renewal for the subscription.

Discussion and clarifications ensued about the lifespan of the recommended park amenities, the future cost for replacement, and whether the City will share future replacement expenses. Ms. Sandquist responded that staff will share cost estimates and that the amenities should achieve normal life expectancy ranges. Staff will contact the City to determine if it is willing to share future expenses. Current expectations are that the City will construct the park and install the amenities, with the Park District maintaining the above ground or surface level space as well as the recreation amenities.

Commissioner Kuhl expressed interest in providing a shade structure within closer proximity to the reading circle rather than the basketball court, especially since it will take years for trees to grow to a height to provide adequate shade. President Hays shared his preference for a more durable steel roof shade structure.

The Commissioners reviewed a draft intergovernmental agreement with the City. They came to consensus to direct staff to contact the City about sharing the costs of future Hedge Park expenses.

President Hays requested more information about the project's timeline. Mr. Weiss responded that the City plans to let bids in August.

### **Executive Session**

Commissioner Kuhl moved pursuant to the basis set forth below to convene into Executive Session. The motion was seconded by Commissioner Somers. The motion passed 5-0. The Board convened into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS Par. 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.

### **Return to Regular Meeting**

Following the adjournment of the Executive Session, the Board reconvened in open meeting.

### **Comments from Commissioners**

Commissioner Solon asked whether the Park District would be participating in the Fourth of July Parade. Ms. Sandquist responded that she would distribute the information to the Board.

### **Adjourn**

There being no further business to come before the Board, Vice President McMahon made a motion to adjourn the meeting. The motion was seconded by Commissioner Somers. The motion passed 5-0 and the meeting was adjourned at 6:47 p.m.

Approved:

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Craig W. Hays, President

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Jarrod Scheunemann, Secretary



**REPORT TO PARK BOARD**

**FROM: Sarah Sandquist, Executive Director**

**DATE: July 12, 2023**

**SUBJECT: Champaign County Regional Planning Commission Traffic Study Agreement**

Background

In an effort to determine the true cost to updating Parkland Way to current standards and establish a percentage of shared usage of the road between Champaign Park District and Parkland College, staff have solicited Champaign County Regional Planning Commission (CCRPC) to conduct a 45-day traffic study on the entire length of the road. Study will be conducted while Parkland College is in session and the Park District has activities planned at Dodd's Park. Both the Mattis and Bradley entrances will be taken into account. The traffic study is the first piece of information staff is gathering and is also engaging with Clark Dietz on an estimate of work required to bring the road up to current standards and an updated cost estimate.

Prior Board Action

None

Budget Impact

Total cost of the study is \$14,050. Parkland College has committed to paying 50% of cost. A separate agreement with Parkland College is forthcoming.

Recommended Action

Staff recommend the Board approve the agreement with Champaign County Regional Planning Commission for a total cost of \$14,050 and authorize the Executive Director to execute the agreement.

Prepared by:

Sarah Sandquist  
Executive Director

Reviewed by:

Jarrod Scheunemann  
Director of Administrative Services



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## Attachment A Scope of Services Parkland Way Traffic Study

### Introduction

The Champaign Park District (CPD) intends to retain the Champaign County Regional Planning Commission (CCRPC) to conduct a comprehensive traffic study along Parkland Way in northwest Champaign. Parkland Way is a two-lane, two-way roadway that provides access to Parkland College and CPD facilities, including Dodds Softball Complex and the soccer fields from Perimeter Road to the west and Mattis Avenue to the east. At present, Parkland Way is under CPD's jurisdiction for maintenance purposes.

Figure 1 shows the proposed study corridor. As can be seen in Figure 1, there is a signalized intersection at the intersection of Parkland Way and Mattis Avenue.

### Study Tasks

The CCRPC team will conduct the following tasks:

#### 1. Evaluate Geometric Conditions of the Corridor

The team will visit and collect data related to existing geometric conditions along the study corridor. This will include:

- Evaluation of existing geometric conditions of key intersections
- Evaluation of existing access points
- Evaluation of existing roadway regulatory and warning signs
- Visual inspection of the roadway surface conditions
- Availability of curb and gutters
- Availability of any pedestrian and bicycle infrastructure

#### 2. Analyze Traffic Flow and Speed

Parkland Way provides access to Parkland College and CPD Softball and Soccer facilities. The study team will collect traffic volume data at key locations along the corridor during typical weekdays and weekends for 12-hour periods. Figure 1 also shows the key traffic flow data collection locations. Traffic speed data will be



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A program of the Champaign County RPC

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collected at two locations along Parkland Way to determine the speeding behaviors of motorists during typical weekdays and weekends.

As shown in Figure 1, traffic data collection locations will include:

- Mattis Avenue/Parkland Way
- Parkland Way @ Entrance to the Dodds Softball Complex (three entrances)
- Parkland Way/Perimeter Road
- Perimeter Road/Bradley Avenue

The study team will analyze the traffic data and identify the percentages of traffic accessing Parkland College and CPD facilities using the Parkland Way Corridor. Speed data will be analyzed, and average and 85<sup>th</sup> percentile speeds will be calculated for weekdays and weekends.

Traffic operational conditions during the peak hours at the following intersections will be analyzed following the Highway Capacity Manual's Levels of Service (LOS) criteria:

- Mattis Avenue/Parkland Way
- Perimeter Road/Bradley Avenue

### 3. Analyze Traffic Safety Conditions

Parkland Way provides access to a key educational institute and recreational facilities. This roadway is used by all modes of travel, including motorists, pedestrians, and bicyclists. However, pedestrian and bicycle facilities only exist in a small section of the roadway close to Perimeter Road. The lack of adequate pedestrian and bicycle infrastructure typically causes unsafe interactions between motorists, pedestrians, and bicyclists. The study team will analyze the most recent 5-year traffic crash data for the study corridor and identify the key areas of traffic safety concerns.

### 4. Analyze Pedestrian and Bicycle Facilities Needs

Significant pedestrian and bicycle activities exist within the Parkland College Campus and CPD's recreational facilities. Pedestrians and bicyclists use Parkland Way to access these facilities due to a lack of pedestrian and bicycle facilities.

The study team will identify the key areas for pedestrian and bicycle activities along the Parkland Way corridor based on observations during major CPD events.



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## 5. Create an Existing Conditions Report

The study team will draft a comprehensive technical report based on the findings from Tasks 1 to 4. The report will be shared with the CPD and Parkland College officials and request their feedback. The study team will address any comments received from the CPD and Parkland College officials.

## 6. Develop Proposed Recommendations

The study team will detail a comprehensive list of recommendations for the study corridor to address all the critical issues identified in Tasks 1 to 4.

CPD wants to evaluate the possibilities of jurisdictional transfer of the study corridor to the City of Champaign. The study team will coordinate with the City of Champaign Public Works department and identify the requirements for any future jurisdiction transfer opportunities. Also, the study team will provide a recommendation on how to take that east-west path that ends at the soccer complex, safely across the perimeter road or the CPD parking lot to existing Parkland sidewalks.

The study team will estimate the costs and timeline for implementing the proposed major recommendations for the study corridor.

## 7. Create an Implementation Plan

The study team will list short-term (1 to 10 years) and long-term (10 to 20 years) implementation timelines for the study recommendations identified in Task 6. The team will also list possible federal, state, and local funding opportunities for implementing the proposed recommendations.

## 8. Develop a Final Report

The study team will draft a final report summarizing Tasks 1 to 7. The report will be distributed to the CPD and Parkland College officials for review and comments. The study team will address all the comments received and finalize the report.

### Estimated Cost and Turnaround Time for Completing the Study

CCRPC would require \$14,050 to complete the above mentioned tasks. Estimated turnaround time for completing this project would be approximately 45 business days. If the weather does not cooperate the turnaround time could be longer due to the fact that traffic and pedestrian counts can only occur on certain days of the week and during good weather conditions.



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Total not to exceed amount:

\$14,050.00

Please contact Rita Morocoima-Black, CCRPC Planning and Community Development Director, with any questions or concerns at 819-4056 or [rmorocoi@ccrpc.org](mailto:rmorocoi@ccrpc.org).



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## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** July 12, 2023

**SUBJECT:** Renewal of Virginia Theatre Ticketing Software Agreement

### Background

Beginning December 9, 2020, the Champaign Park District (Park District) has been in a three-year agreement with VisionOne, Inc. dba *accesso* (Accesso) for use of its ShoWare cloud-based ticketing software at the Virginia Theatre. That agreement will expire December 8, 2023, with the understanding that the parties may agree in writing to a further term not to exceed three years.

In the past three years, Virginia Theatre staff have found ShoWare to be a reliable, feature-rich, affordable ticketing platform. Software crashes have been rare, and the sales interface is intuitive and easy-to-use for both patrons shopping online and staff working in the box office. Accesso has also been responsive to requests for technical support, has provided consistent customer service, and has been open to suggestions for improvements.

Staff recently completed an extensive review of current ticketing software options—including a series of in-depth product surveys and online demonstrations—and has concluded that ShoWare continues to provide strong value for the Park District. ShoWare is classified as a “white-label” ticketing platform, meaning that the Park District could customize the Virginia Theatre’s own website content so that it integrates seamlessly with ShoWare’s point-of-sale system. With ShoWare, the Park District retains full in-house control of all its own data, design, interactive seat mapping, and ticket sales. Staff have also found that Accesso stays generally up to date with the ticketing industry and provides frequent regular software updates and service enhancements. Being a part of the Accesso family has allowed the Park District to offer additional features to patrons using the Virginia Theatre website through third-party add-ons such as “Fan Shield” ticket insurance.

### Prior Board Action

On November 10, 2020, the Park District Board authorized the Executive Director to execute a three-year agreement with VisionOne, Inc. dba *accesso* for use of its ShoWare cloud-based ticketing software at the Virginia Theatre, with the option to renew for an additional three years.

### Budget Impact

The current (FY24) Champaign Park District budget includes funds allocated for the payment of ticketing service charges (fees) at the Virginia Theatre. Since those fees were projected at the rates currently charged to the Park District by Accesso, and those fees would not change if the agreement were renewed, there would be no budget impact from renewing the agreement with Accesso for the use of its ShoWare ticketing software.



Recommended Action

Staff recommends that the Park District Board authorize the Executive Director to execute an amendment to the current agreement between the Champaign Park District and VisionOne, Inc. dba Accesso for use of its ShoWare cloud-based ticketing software at the Virginia Theatre for a period of three (3) years beginning December 9, 2023.

Prepared by:

Reviewed by:

Steven Bentz  
Director of the Virginia Theatre

Sarah Sandquist  
Executive Director

## *accesso ShoWare Software User Agreement*

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This Agreement is made as of December 9, 2020 (Effective Date) by and between Champaign Park District, an Illinois municipal corporation, on behalf of the Virginia Theatre ("User") and VisionOne, Inc. dba *accesso*<sup>®</sup>, a California Corporation ("*accesso*") and collectively, "Party" or "Parties", with respect to the following recitals of fact:

This Agreement, together with the Proposal between User and *accesso* dated October 20, 2020, including the detailed proposed cost breakdown (otherwise known as, "Pricing Provisions") section thereof, to which this Agreement refers (the "Proposal"), described therein together with the exhibits attached hereto are made a part hereof by this reference, and sets forth the terms and conditions under which *accesso* shall provide services to User.

*Accesso* is the developer and owner of the *accesso ShoWare* Software solution, which includes a combination of various computer software modules and electronic or "on-line" documentation and reference materials (collectively, the "*accesso ShoWare* Software").

The *accesso ShoWare* Software is a complete Box Office ticketing solution which provides for total in-house management of event schedules, advanced bookings, reserve seating, ticket sales, report generation, and other business functions associated with ticket sales.

User is engaged in, among other things, the sale of tickets to various sporting, entertainment and educational events (the "Events"). User wishes to acquire a non-exclusive license to use the *accesso ShoWare* Software and acquire certain other services from *accesso* related to the sale of Events tickets as herein provided.

The Parties hereby agree as follows:

1. **AGENCY:** User hereby appoints *accesso* to be its exclusive agent for the sale of tickets to Events ("Tickets") from User's Box Office and/or on-line, both through the *accesso ShoWare* Software, on the terms set forth in this Agreement.
2. **TERM:** The initial term of this Agreement shall be for three (3) years. The Pricing Provisions set forth herein shall remain in effect for the entire initial three (3) year term. Thereafter, the Parties may agree in writing to a further term not to exceed three (3) years. The Parties may agree in writing to adjust the Pricing Provisions according to the National CPI (CPI-U, US City Average, All Items) found on <http://www.bls.gov/cpi> for the term of a any renewals.
3. **LICENSE:** In consideration of payment of the License Fee as described in Section 8, and in further consideration of User's agreement to abide by the terms and conditions of this Agreement, *accesso* hereby grants to User, and User hereby accepts, a non-exclusive, non-transferable and non-assignable license to use the *accesso ShoWare* Software (the "License"), only in accordance with the terms and conditions of this Agreement, including any Exhibits attached hereto. User shall not have the right to grant sublicenses under the License.
4. **OWNERSHIP and HOSTING OF ACCESSO SHOWARE SOFTWARE:** The *accesso ShoWare* Software is licensed, not sold. By virtue of this Agreement, User acquires only the right to use the *accesso ShoWare* Software and any copies User is permitted to make hereby. User does not acquire any right of ownership or title in the *accesso ShoWare* Software.

All rights, title and interest in and to the *accesso ShoWare* Software, including without limitation all copyrights (whether pursuant to domestic law or international treaty), patent rights and trade secret rights, shall be and remain in *accesso* or its licensors. User agrees to take such actions necessary to create, enforce, maintain or defend *accesso* and/or its licensors' exclusive rights in the *accesso ShoWare* Software as set forth in this Section 4. The *accesso ShoWare* Software is protected by federal copyright law, as well as other laws, regulations and treaties regarding intellectual property rights. User acknowledges that certain third party software programs are integrated with the *accesso ShoWare* Software ("Third Party Software") and may be subject to electronic clickwrap licenses ("Third Party Agreements"). User agrees that it shall not access or use the Third Party Software unless it has accepted the Third Party Agreement in accordance with the procedures required by such third party.

*Accesso* shall host the *accesso ShoWare* Software for User on one or more of the *accesso* servers. Anticipated ticket sales shall determine whether a solution is hosted on a non-exclusive application service provider basis or if *accesso* shall recommend or User requests a dedicated server. Should



User require a dedicated server, there may be hardware costs associated with the acquisition of the appropriate hardware and those costs shall be paid by the User.

*Accesso* shall allocate sufficient bandwidth in its discretion to optimize the application. *Accesso* agrees to take commercially reasonable steps to cause User's *accesso ShoWare* Software solution to be available to User's Customers on the Internet approximately ninety-nine percent (99%) of the time during the term of this Agreement and to provide back-up on a regular basis in accordance with normal and customary *accesso* procedures. Subject to the bandwidth allocation, *accesso* agrees to use commercially reasonable efforts to ensure reasonable response times for User's Customers accessing User's *accesso ShoWare* Software solution.

5. **USE RESTRICTIONS:** User may not transfer, sell, assign, rent, lease, or otherwise dispose of the *accesso ShoWare* Software on a temporary or permanent basis without the prior express written consent of *accesso*. User may not re-identify or render unidentifiable the *accesso ShoWare* Software for any reason. User shall not remove, deface or destroy any copyright, patent notice, trademark, service mark, other proprietary markings or confidential legends placed on or within the *accesso ShoWare* Software. User shall notify all users of the *accesso ShoWare* Software of the terms and conditions of this Agreement.

6. **OPTIONAL ADDITIONAL SERVICES:** In the event it desires to do so, by initialing where indicated in Exhibit B, User agrees to engage *accesso* to provide such additional agreed upon services.

7. **EDITORIAL & ACCESS CONTROL:** The services provided under this Agreement shall only be used for lawful purposes. Unless User agrees with *accesso* for it to provide additional services as provided in Exhibit B, User shall have access through the Internet to the *accesso ShoWare* Software and shall be responsible for maintaining all content thereon, including all relevant information concerning upcoming Events, schedules, descriptions, Ticket availability and pricing. *Accesso* shall have no responsibility for any such content or the accuracy or timeliness thereof and User agrees to indemnify, defend and hold *accesso* and its officers, directors, shareholders, agents, and employees harmless from and against any and all claims, damages, losses, costs, liabilities of obligations arising from or attributable to the User's content, including without limitation, text, audio, video, and graphics.

8. **PRICING PROVISIONS :** User shall pay *accesso* the amount set forth in Exhibit C – User Agreement Pricing Provisions attached hereto. In addition, User shall pay to *accesso*, by its retention from Tickets sales revenue as provided below, a per Ticket charge (the "Ticket Fee"), in the Tier Pricing Model amount set forth in Exhibit C. User agrees to pay *accesso* the Minimum Annual Revenue Commitment set forth in Exhibit C regardless of the number of Tickets sold through the *accesso ShoWare* Software. If the total Ticket Fees in any year of this Agreement are less than the Minimum Annual Revenue Commitment applicable to such year as provided in Exhibit C, then User shall pay the amount by which the Minimum Annual Revenue Commitment exceeds the total Ticket Fees received by *accesso* within thirty (30) days of delivery of an invoice for such amount by *accesso*.

*Accesso* reserves the right to reevaluate the Pricing Provisions at the end of the initial three (3) year term and each successive renewal year thereafter. Upon such reevaluation, requiring the Agreement of User, pricing may be changed and User shall receive a written notice at least ninety (90) days prior to any Agreement renewal and subsequent change in Pricing Provisions.

9. **HANDLING FEES:** In the event User agrees to have *accesso* provide Fulfillment Services, *accesso* shall be entitled to charge User a Handling Fee as set forth in Exhibit C.

10. **BILLING and PAYMENT:** *Accesso* shall submit invoices to User by the fifteenth (15<sup>th</sup>) day of each month for the Ticket Fees attributable to the immediately preceding month. At the end of each twelve-month period during the term of this Agreement, *accesso* shall submit invoices to User for any unpaid Minimum Annual Revenue Commitment. If *accesso* is entitled to a Handling Fee and or postage and delivery expense reimbursement, it shall submit invoices to User for those fees and charges. All amounts shall be due and payable within thirty (30) days after their date. *Accesso* shall have the right to charge interest on past due amounts pursuant to the Illinois Local Government Prompt Payment Act. All payments shall be in U.S. Dollars, payable to *Vision One Inc. dba accesso*, P O Box 35146 #1012, Seattle, WA 98124-5146.

User's failure to make such payments in full when due shall be a material default under this Agreement and *accesso* shall have all remedies available at law or in equity, including without limitation, suspending all future services under this Agreement and/or rendering the *accesso ShoWare* Software inoperable until such default is cured, entering into a payment plan, or terminating this Agreement.



**11. TAXES:** User is an Illinois public entity exempt from taxation. However, in the event of a change in Illinois law, all applicable sales, excise, use or other tax or assessment ("Taxes"), relating to User's sale of Tickets through *accesso ShoWare* Software shall be collected by User as a portion of the price of each Ticket. User shall be responsible for filing all required returns and reports and remitting all such taxes to the appropriate taxing agency within the time required by law. *Accesso* shall have no responsibility for the payment of any taxes and User hereby indemnifies, defends and holds *accesso*, its officer, directors, shareholders, employees and agents harmless from and against any and all such taxes, or assessments that may become due in connection with the sale of Tickets by User through the *accesso ShoWare* Software and any and all penalties, late charges, interest, fines or other costs or charges associated therewith.

**12. CANCELLATIONS, CHARGEBACKS, REFUNDS and EXCHANGES:** If an Event is cancelled or closed after Tickets have been sold, User agrees to assume all responsibilities with regard to refunds, exchanges, and/or resolution of Customer inquiries or issues. Customers who contact *accesso* regarding Event cancellations shall be directed to contact User. In the event of any cancellation, *accesso* shall nevertheless be entitled to keep the Ticket Fee attributable to all Tickets sold for the cancelled Event through *accesso ShoWare* Software notwithstanding such cancellation and any return of the Ticket price to Customers by User.

*Accesso* and User shall inform Customers of this refund policy. User agrees to pay all credit card charge backs for any unrecovered sum of all Tickets sold through the *accesso ShoWare* Software for sales that resulted in a credit card chargeback.

**13. SETTLEMENT:** User shall be responsible for maintaining its own merchant account and shall remit payments due *accesso* within thirty (30) days of receipt of a monthly invoice from *accesso*, subject to the Illinois Local Government Prompt Payment Act.

**14. ACCOUNT MINIMUMS:** Account minimums are minimum amounts of revenue generated from the sale of Tickets through the *accesso ShoWare* Software ticketing system which are paid by the User to *accesso* each year commencing on the Effective Date of this Agreement. If minimum ticket sales have been set (pursuant to Exhibit C), the fees generated from ticket sales shall offset the revenue minimums. Any shortfall in ticket sales from the stated minimum shall result in a charge to the User at year-end. Failure to bring an account to an active status due to delays by the User shall not eliminate the start of account minimums.

**15. INACTIVITY:** In the event User does not commence selling Tickets within ninety (90) days of executing this Agreement, it shall be considered inactive unless prior arrangements have been made or inactivity is the result of governmental mandates issued due to unforeseen circumstances. In the event User has sold Tickets and then does not sell Tickets for a period of ninety (90) consecutive days it shall be considered inactive unless prior arrangements have been made or inactivity is the result of governmental mandates due to unforeseen circumstances. *Accesso* recognizes and shall take into account that certain Users are seasonal in nature. Inactive Users shall be contacted to rectify inactive status. Inactive Users, unless the result of governmental mandates issued due to unforeseen circumstances, may be suspended, and billed for the agreed upon annual minimums at the discretion of *accesso*; provided that, it shall provide notice to User at least fourteen (14) days before such suspension and billing.

**16. PCI COMPLIANCE:** *Accesso* is in full compliance with the Payment Card Industry – Data Security Standard (PCI-DSS). Since *accesso* is a SaaS (Software as a Service) Solution, it cannot control the enforcement of PCI Standards at User's Location such as the Box Office, Call Center or any other Location that connects to the *accesso ShoWare* System. The User is responsible for maintaining compliance with such standard.

**17. EVENT TICKET PROTECTOR:** Event Ticket Protector is insurance to protect fans' ticket purchases against unforeseen medical, travel and other circumstances that cause fans to cancel their entertainment plans. *Accesso* shall provide a link on the User's ticketing site for Event Ticket Protector offered through third party provider. This service is not a requirement for ticket purchase.

**18. REPRESENTATIONS and WARRANTIES:** The Parties hereby represent and warrant to each other as follows:

18.1. This Agreement has been duly authorized, executed, and delivered by User and constitutes the valid, legal, and binding agreement of the Parties, enforceable in accordance with its terms.



- 18.2. The entering into and performance of this Agreement shall not result in any breach of, or constitute a default under, any other agreement to which User and *accesso* are parties, including, without limitation, any agreement for the sale or other disposition of Tickets for an Event.
- 18.3. User shall save, defend, indemnify, and hold harmless *accesso* from all claims, losses, damages, actions, causes of action, liabilities, costs and expenses of any kind, including attorney's fees, arising from any actual or claimed breach by User of any and all of User's obligations under this Agreement or under applicable law. In a like manner, *accesso* shall save, defend, indemnify, and hold harmless User from all claims, losses, damages, actions, causes of action, liabilities, costs and expenses of any kind, including attorney's fees, arising from any actual or claimed breach by *accesso* of any and all of *accesso*'s obligations under this Agreement or under applicable law.
- 18.4. The Parties warrant that they conduct their operations in a nondiscriminatory manner in compliance with applicable Federal and State legal requirements and specifically, but without limitation, that they do and shall comply with all applicable use, occupancy, safety, and fire code restrictions and regulations. The Parties agree to indemnify and hold each other free and harmless from any loss, claim, cause of action, or damage which may occur as a result of any claim or violation of any such Federal and/or State requirement and which results in a claim asserted with regard to any exclusive agency as granted herein, or any other provisions of this Agreement.

19. **MISCELLANEOUS:**

- 19.1. **Amendments:** This Agreement shall not be changed, modified or amended in any respect without the mutual consent of the Parties hereto, which consent shall be evidenced by a written amendment to this Agreement executed by the Parties.
- 19.2. **Applicable Law:** The Agreement shall be governed by the laws of the State of Illinois without regard to conflicts of law principles. Any action or proceeding instituted by either Party against the other with respect to any matters arising out of or related to the Agreement shall be brought either in the Circuit Court of the State of Illinois in and for the County of Champaign or in the United States District Court for the Central District of Illinois in Urbana. The Parties hereby consent to the personal jurisdiction of these courts for the purposes of any litigation commenced in such courts with respect to any matters arising out of or related to the Agreement, and hereby waive any rights they may otherwise have, by virtue of domicile or otherwise, to request a change of venue from such court.
- 19.3. **Binding Effect and Assignment:** The Terms, condition, provisions and undertakings contained in the Agreement shall be binding upon the inure to the benefit of each of the Parties and their respective successors and assigns. Notwithstanding the foregoing, a Party shall not assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.
- 19.4. **Confidentiality:** User and *accesso* agree that the terms of this Agreement shall be maintained by the Parties on a confidential basis and shall not be disclosed to any third party to the extent permitted by applicable law. It is expressly understood by *accesso* that as a public body User is generally required by the state of Illinois Open Meetings Act and Freedom of Information Act to make available to the public its books and records, subject to certain exceptions. In the event User receives a request for copies of the terms of this Agreement, it shall provide *accesso* with reasonably prompt notice thereof prior to complying with such request.
- 19.5. **Default:** If either Party defaults in the performance of any covenants or agreements contained herein and such default continues for a period of fifteen (15) days after written notice of default has been given to the defaulting Party, the non-defaulting Party shall have all the remedies available at law or in equity and, in addition, may terminate this Agreement immediately upon notice to the defaulting Party. Without limiting the generality of the foregoing, if User is the Party in default, *accesso* may:
- (i) suspend the sale of Tickets for Events through the *accesso ShoWare* Software System;
  - (ii) terminate the Agreement; and



(iii) enter the Facility and/or Offices to repossess and remove any software and all supplies and other materials that were furnished by *accesso* to User.

Without limiting the generality of the foregoing, if *accesso* is the Party in default, User may:

- (i) suspend or terminate payment;
- (ii) terminate the Agreement;
- (iii) undertake ticket sales through alternative means of its choosing; and
- (iv) arrange for the removal of any *accesso*'s software and all supplies and other materials that were furnished by *accesso* to User and recover the costs thereof from *accesso*.

- 19.6. **Disclaimers, Limitations of Liability and Indemnity:** Except for the express warranties set forth in this User Agreement, *accesso* disclaims all representations and warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. In the event of any breach of this Agreement by *accesso*, User's claim against *accesso* shall be no greater than the proven financial loss sustained by User as a result of any such breach, but in no event shall *accesso* be liable to User for any indirect, consequential, exemplary, incidental, special or punitive damages, including but not limited to loss of profits, even if *accesso* has been advised of the possibility of such damages. The *accesso* liability for errors relating to data input by *accesso* shall be limited to correction of the erroneous data within a reasonable time, not to exceed five (5) business days, after User provides corrected data.

User agrees to indemnify, defend and hold *accesso* and its officers, directors, shareholders, agents, and employees harmless from and against any and all claims, damages, losses, costs, liabilities or obligations solely arising from or attributable to User's use of the *accesso ShoWare* Software or User's content, including without limitation, colors, text and graphics.

- 19.7. **Force Majeure:** Neither Party shall be liable to the other for damages in the event of any loss, damage, claim, delay or default arising by reason of Acts of God, pandemic, epidemic, public health emergency, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts, etc.), war or terrorism, civil commotion, intentional torts of others, criminal activity of others, shortages or unavailability of labor, present or future governmental law, ordinance, rule, regulation, or mandate, technical failure of the *accesso ShoWare* Software System, disruption of postal, banking, electrical, telephone or other utility service, or other cause beyond the control of the Party sought to be charged.
- 19.8. **No Sales Guarantees by Accesso:** It is understood that *accesso* does not guarantee:
- (i) that any minimum or fixed number of Tickets shall be sold through the Ticket system,
  - (ii) that short term interruptions of service shall not occur during the term hereof, or
  - (iii) that each person processing Ticket orders shall be fully familiar with each or all of the Events.
- 19.9. **Notices:** Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a Party hereto on the day it is delivered to such Party at the address indicated under such Party's signature below (or at such other address as such Party shall specify to the other Party in writing), or, if sent by registered or certified mail, on the fourth (4<sup>th</sup>) business day after it is mailed to such Party at said address, or two (2) business days after provided to a nationally recognized carrier for overnight delivery unless specifically stated to the contrary herein, all notices required under this Agreement must be in writing.
- 19.10. **Promotion:** It is understood that *accesso* does not guarantee to create or undertake any specific advertising or promotions, nor does *accesso* guarantee any specific distribution or dissemination of User's materials or promotional matters.
- 19.11. **Sensitive Data Handling and Retention Policy:** *Accesso* has adopted a Sensitive Data Handling & Retention Policy outlining its policy for retention of client data. A current copy of this policy is attached as Exhibit D in this Agreement.
- 19.12. **Background Check:** *Accesso* reserves the right to verify the existence of the User and business status with a records search to determine the name of record, legal status of the User, date of registration, and general background of the User. Information



may be obtained by any 3<sup>rd</sup> party service provider, the Secretary of State, or any official registrar of the area pertaining to any User that applies to do business with *accesso*.

- 19.13. **Mediation:** Except for the right of *accesso* to bring suit on an open account for any payments due *accesso* under the Agreement, and notwithstanding any other provision of the Agreement, in the event of any controversy or claim arising out of, or relating to the Agreement, or the making, performance, or interpretation of the Agreement, the Parties shall engage in mediation under the commercial mediation rules of the American Arbitration Association then existing. Mediation shall be conducted by a mediator who shall, insofar as is possible, have a background or training in computer law, computer science, and marketing of computer related products and services. In the event mediation is unsuccessful, the Parties may engage in litigation to resolve any dispute.
- 19.14. **Attorneys' Fees:** If either Party commences any action or proceeding (except mediation) to enforce the Agreement or any right arising under the Agreement, the prevailing Party shall be entitled to recover from the other Party the actual attorneys' fees, costs and expenses (and all related fees, costs and expenses) incurred by it in connection with such action or proceeding and in connection with the enforcement of any judgment thereby obtained.
- 19.15. **Independent Contractors:** Notwithstanding any other provision of this Agreement, the relationship between the Parties 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 ventures between the Parties.
- 19.16. **Severability:** In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceability 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.
- 19.17. **Waiver:** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.
- 19.18. **Entire Agreement:** The Agreement, and any and all exhibits, attachments, addenda, and schedules attached thereto or exchanged therewith, constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supersede all written, oral contracts, and other communications between the Parties relating to that subject matter. In the event of any conflict between the Agreement and the terms or conditions of any invoice or similar document, the terms and conditions of the Agreement shall control.
- 19.19. **Press Release:** Upon execution of this Agreement, User hereby grants to *accesso* the right to announce this Agreement through the issuance of a press release. The Press Release would name the client, the location and basic information that is publicly available through public facing web sites or is commonly known. Client further agrees to provide a quote, should it be requested, for such press release and shall be included in a representative client list via the web, physical publications or other consumer or business facing materials.
- 19.20. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.



## Exhibit A: Client Information

Legal Name:	Champaign PARK DISTRICT
Type of Entity (e.g. corporation, LLC, Partnership, etc.):	MUNICIPAL GOVERNMENT
State of Incorporation / Formation/ Organization:	ILLINOIS
"Doing Business As" Name:	CHAMPAIGN PARK DISTRICT
Business Street Address (physical location) Street, City, State, Zip:	706 KENWOOD ROAD, CHAMPAIGN, IL, 61821
Mailing Address (for settlement/billing/remittance if different from physical location):	
Name of venue (and Physical Address):	VIRGINIA THEATRE 203 W. PARK AVE CHAMPAIGN IL 61820
Primary Contact Name and Title (person authorized to sign contract):	JOE DELUCE, EXECUTIVE DIRECTOR
Primary Contact Email:	joe.deluce@champaignparks.org
Secondary Contact Names(s) and Title(s):	1. Steven Bentz, VIRGINIA THEATRE DIRECTOR 2. Mitch Marlow, SALES & PUBLIC RELATIONS MANAGER
Secondary Contact Email (s):	1. steven.bentz@champaignparks.org 2. Mitch.marlow@champaignparks.org
Billing Contact Name and Title: (person responsible to pay invoices)	ANDREA WALLACE, FINANCE DIRECTOR
Billing Email, Phone, Fax	Email: andrea.wallace@champaignparks.org Phone: 217.819.3826 Fax: 217.355.8421
Office Phone (with area code):	217.819.3826
URL (Website Address):	thevirginia.org





**EXHIBIT B****Optional Additional Services and User Agreement Pricing Provisions**

By initialing where indicated below, User agrees to engage *accesso* to provide the additional agreed upon services:

**Call Center; Charge by Phone and Fulfillment:** User agrees to use the *accesso* Call Center and Charge By Phone services to provide information, help desk services for the *accesso ShoWare* Software and for phone Ticket sales for Events and to engage *accesso* to act as Fulfillment Agent to deliver Tickets to Customers who purchase Tickets through *accesso ShoWare* Software pursuant on the terms and subject to the conditions and for the fee(s) set forth in Exhibit C.

*AD* **Accesso ShoWare Software Access Control:** User agrees to engage *accesso* to implement *accesso ShoWare* Software Access Control (SWAC) for the purpose of scanning tickets and offering Print@Home to their patrons. The scanner is WiFi enabled and Client must provide access to a wireless network. *Accesso* approved hardware is required for this option.

*AD* **Accesso ShoWare Software Gift Card Module:** User agrees to engage *accesso* to implement the *accesso ShoWare* Software Gift Card Module to issue and redeem Valutec gift cards online and offline.



**EXHIBIT C – USER AGREEMENT PRICING PROVISIONS**

Pursuant to this Exhibit C - User Agreement Pricing Provisions, the terms and conditions hereof apply as follows:

Graphical Design, Configuration and Implementation Fee (one-time Fee): \$7500.00 (Waived)

Tickets sold via: Mobile/Online/Distributors/accesso Call Center (per Ticket): see below

Tickets sold via: Box office (per Ticket): see below

Minimum annual revenue commitment \$6,500.00 for year 1, \$15,000.00 for each subsequent year  
 (Combined annual per ticket fee revenue only)

COMP ticket fee, (single Box Office, zero face value, excludes Subscriptions, Donations, Memberships (per Comp Ticket): \$0.00  
*Capped at 10% of monthly total ticket sales. Anything above shall incur the standard Box Office per Ticket Fee.*

**TIERED PRICING MODEL**

accesso ShoWare is proposing a tiered pricing model that decreases the per ticket fee as you build and sell more tickets. Price tiers represent online tickets sold and tiers will reset each year on the 1<sup>st</sup> of the month following effective date. Price change occurs on the 1<sup>st</sup> of the month following the month the next tier has been reached.

Ticket Type	Tier 1	Tier 2
Tickets sold via Mobile, Web, Distributors, accesso Call Center ("Online")	0 – 20,000 tickets	20,001 and above
Mobile, Web, Distributors, accesso Call Center ("Online")	\$1.00	\$0.75
Box Office ("Offline")	\$0.25	\$0.25
Minimums: Combined annual per ticket fee revenue as stated above		

**Optional Services:**

Per order Fulfillment Services fee\*: \$4.00  
*(Fulfillment must be selected if using Call Center)*

Call Center/Charge by phone per order fee: \$4.00  
*(monthly Call Center minimum of \$125.00 per month)*

Donations sold via: Mobile/Online/accesso Call Center (per donation) \$0.50  
*(No fee for Round-Up donations under \$5.00)*

Donations Sold Via: Box Office (per donation) \$0.00  
*(No fee for Round-Up donations under \$5.00)*

Subscription packages sold via: Mobile/Online/accesso Call Center (per subscription) \$3.00

Subscription packages sold via: Box Office (per subscription) \$3.00



Memberships Sold Via: Mobile/Online/accesso Call Center (per membership sold or renewed) \_\_\_\_\_ \$2.00

Per Membership Sold Via: Box Office (per membership sold or renewed) \_\_\_\_\_ \$2.00

Custom development per hour (per Hour): \_\_\_\_\_ \$200.00

Freedom Pay P2Pe Payment Gateway (per transaction) \_\_\_\_\_ \$0.10

*Freedom Pay account required. All Fees subject to change and are charged directly by Freedom Pay. To learn more visit <http://corporate.freedompay.com/>*

Hardware

accesso shall provide eight (8) Wireless Barcode Scanners (2D) – Saveo w/mobile device at no charge for the term of Agreement.  
accesso shall provide two (2) cases of blank stock or a credit of \$250 to be applied towards customized ticket stock.

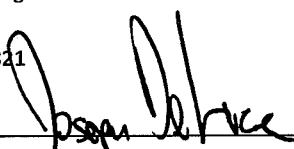
In Witness whereof, the parties have executed this Agreement to be effective for all purposes as of the date first hereinabove written.

“User”

“accesso”

Champaign Park District, an Illinois municipal corporation,  
on behalf of the Virginia Theatre  
706 Kenwood Rd.  
Champaign, IL 61821

VisionOne, Inc. dba acceso®, a California Corporation  
5260 North Palm, Suite 229  
Fresno, CA 93704

By:  \_\_\_\_\_  
Joseph DeLuca, Executive Director

By: B. Boehi \_\_\_\_\_  
Authorized Signer

Printed Name: JOSEPH DeLUCA

Printed Name: Bruno Boehi

Title: EXECUTIVE DIRECTOR

Title: President

Date: DECEMBER 16, 2020

Date: Dec 15, 2020

EIN: 37 - 6000 474

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



## EXHIBIT D

**Sensitive Data Handling & Retention Policy****Overview:**

In the course of *accesso's* business, *accesso* processes sensitive data for our clients and their customers, which may be of interest to malicious actors. Accordingly, *accesso* takes great care in the handling and storage of that data. In general, sensitive data is information that contains an element of confidentiality, where it is desirable to protect such information from loss, misuse, and unauthorized access or modification. This document sets forth *accesso's* current policy around the handling, storage and retention of sensitive data in an effort to reduce the risk of loss, misuse, and unauthorized access to, or modification of such data. Please note that this policy may be changed by *accesso* from time to time as *accesso* refines and improves its policies and practices regarding sensitive data.

**Definitions****a. Sensitive Data**

Sensitive data is defined as information requiring protection from unauthorized access to safeguard the privacy or security of an individual or organization associated with such data.

**b. Personally Identifiable Information (PII)**

Personally Identifiable Information (PII), is "any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, legal permanent resident, or visitor to the U.S." Examples of PII include, but are not limited to:

- Name, such as full name, maiden name, mother's maiden name, or alias
- Address information, such as home street address or email address
- Telephone numbers, including mobile, business, and personal numbers
- Information about an individual that is linked or linkable to one of the above (e.g., date of birth, place of birth, race, religion, weight, geographical indicators, employment information, medical information, education information, and financial information).

**c. Sensitive Personally Identifiable Information. (Sensitive PII)**

Sensitive Personally Identifying Information (Sensitive PII) is defined as "information that if lost, compromised, or disclosed could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual." Sensitive PII, a subset of PII, may be comprised of a single item of information (e.g., Social Security Number, Driver's License Number, Passport Number, Biometric identifiers, etc.) or a combination of items (e.g., full name along with: financial, medical, criminal, or employment information; day, month and year of birth). Sensitive PII presents the highest risk of being misused for identity theft or fraud. Additional examples of PII include, but are not limited to:



- Personal information, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, and financial account or credit card number. Username or email address in combination with the applicable password or security question that would permit access to an online account. The day, month and year of birth of any individual along with such individual's first name or first initial and last name combined with any previously mentioned data.
- Asset information, such as Internet Protocol (IP) or Media Access Control (MAC) address or other host-specific persistent static identifier that consistently links to a particular person or small, well-defined group of people
- Personal characteristics, including photographic image (especially of face or other distinguishing characteristic), fingerprints, or other biometric image or template data (e.g., retina scan, voice signature, facial geometry)
- Information identifying personally owned property, such as vehicle registration number or title number and related information

### Data Retention Limits by Data Type

The following table indicates the limits of allowed storage for each specified data type under this Sensitive Data Handling & Retention Policy. All data systems implemented and deployed by *accesso* are expected to strictly follow these limits, and purge data on a regular basis that exceeds the retention period. Where the retention period is specified in terms of duration "from last or scheduled last use", that can be interpreted to mean from purchase time, from expiration of a membership, from scheduled guest visit, from ticket expiration or the conclusion of a series of recurring actions against the data (for instance, a payment plan).

Type of Data	Region	Required Storage	Retention Period
Social Security / Government ID Number	All	Not allowed	N/A
Passport number	All	Not allowed	N/A
Driver's license	All	Not allowed	N/A
Medical ID number	All	Not allowed	N/A
System account passwords	All	Encrypted or Hashed	6 months from last use or scheduled last use
Customer account passwords	All	Encrypted or Hashed	18 months from last use or scheduled last use
Answers to security questions for online accounts	All	Encrypted or Hashed	18 months from last use or scheduled last use
Full credit card or payment account data	All	Encrypted or Hashed	6 months from last use or scheduled last use



<b>Type of Data</b>	<b>Region</b>	<b>Required Storage</b>	<b>Retention Period</b>
Other payment ID (e.g., PayPal account info)	All	Encrypted or Hashed	6 months from last use or scheduled last use
Biometric identifiers	All	Encrypted or Hashed	18 months from last use or scheduled last use
Full Name	All	Any	18 months from last use or scheduled last use
Gender	All	Any	18 months from last use or scheduled last use
Email address	All	Any	18 months from last use or scheduled last use
Address	All	Any	18 months from last use or scheduled last use
Phone number	All	Any	18 months from last use or scheduled last use
Date of Birth	All	Encrypted or Hashed	18 months from last use or scheduled last use
Personal Characteristics (e.g., Height, Weight)	All	Encrypted or Hashed	18 months from last use or scheduled last use





## CHAMPAIGN PARK DISTRICT RESOLUTION

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

**WHEREAS**, there exists an Illinois law known as the Open Meetings Act (Act) (5 ILCS 120/1.02, et seq.), which provides in part for the recording of minutes and verbatim records of closed meetings in the form of audio or video recording; and

**WHEREAS**, an Illinois law known as the Public Act 101-0640 amended the Open Meetings Act (Act) (5 ILCS 120/1.02, et seq.), which provides in part for the recording of minutes and verbatim records of remote meetings in the form of audio or video recording when the President of the Park District Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster; and

**WHEREAS**, in compliance with the Open Meetings Act and amendments thereto, the Champaign Park District has audio recorded closed session meetings and remote meetings pursuant to COVID-19 disaster declaration; and

**WHEREAS**, the Open Meetings Act and amendments thereto permit public bodies such as the Champaign Park District to destroy the verbatim audio records of closed meetings without notification to or the approval of a Records Commission or the State Archivist under the Local Records Act no less than eighteen (18) months after completion of recorded meeting, but only after:

1. The Park District Board of Commissioners approves of the destruction of a particular recording; and
2. The Park District Board of Commissioners approves the written minutes of the closed or remote meeting; and

**WHEREAS**, at least eighteen (18) months have passed since the minutes of the verbatim audio recording of the closed or remote meeting(s) set forth in Section 1 of this Resolution were completed, and the Champaign Park District has approved the written minutes for each such meeting(s) or portions thereof; and

**WHEREAS**, the Champaign Park District may order the destruction of the verbatim recordings even if it continues to withhold the approved written minutes of the closed session until some later period of time.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Champaign Park District pursuant to Section 2.06 of the Open Meetings Act as follows:

Section 1: Based upon the recitals set forth in the preamble to this Resolution, the Champaign Park District hereby authorizes, approves, and orders the destruction of the verbatim audio records of the following closed session meetings: July 14, 2021 (Disaster), July 14, 2021, July 28, 2021, August 11, 2021 (Disaster), August 11, 2021, August 25, 2021 (Disaster), August 25, 2021, September 9, 2021 (Disaster), September 22, 2021 (Disaster), October 13, 2021 Study Session (Disaster), October 13, 2021 Regular Meeting (Disaster), October 27, 2021 (Disaster), November 10, 2021 (Disaster), and December 8, 2021 (Disaster).

Approved this 12th day of July, 2023.

CHAMPAIGN PARK DISTRICT

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

Attest:

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