



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
COMMITTEE MEETING FOLLOWED BY REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road
Champaign, Illinois
Wednesday, September 13, 2023
6:00 P.M.**

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

<https://us02web.zoom.us/j/85889942842?pwd=TWdrNXUxS3NpbURPdmgrd2xpMHBVUT09>

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

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

Meeting ID: 858 8994 2842

Passcode: 955382

Alternatively, the meeting may be accessed by telephone at:

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

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

Password: 955382, followed by the # symbol

LOCAL GOVERNMENT EFFICIENCY COMMITTEE MEETING

A. CALL TO ORDER

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

C. DISCUSSION

1. Introduction of Committee Members [Link](#)
2. Overview of Decennial Committees on Local Government Efficiency Act (50 ILCS 70/) [Link](#)
3. Course of Action [Link](#)
4. Timeline and Meeting Schedule [Link](#)

D. CLOSE THE COMMITTEE MEETING

REGULAR BOARD MEETING

A. CALL TO ORDER

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

C. TREASURER'S REPORT

1. Consideration of Acceptance of the Treasurer's Report for the Month of August 2023. (**Roll Call Vote**)

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.

D. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

E. COMMITTEE REPORTS

1. Champaign Parks Foundation

F. REPORT OF OFFICERS

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

G. 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, August 9, 2023
2. Approval of Minutes of the Executive Session, August 9, 2023
3. Approval of Minutes of the Study Session, August 23, 2023 [Link](#)
4. Approval of a Resolution Appointing Michael Lindemann to the Board of Directors of the Champaign Parks Foundation to a Two-Year Term That Expires in 2025 [Link](#)
5. Approval of Ratification of Lease Agreement with Illinois Central Railroad for the Greenbelt Bikeway Trail [Link](#)
6. Approval of Bid for Operations Facility and Prairie Farm Roofing Projects [Link](#)
7. Approval of FY24 Vehicle Purchases [Link](#)
8. Approval of Subscription Agreement with BS&A [Link](#)

H. NEW BUSINESS

1. Approval of Disbursements
Staff recommends approval of disbursements for the period beginning August 10, 2023 and ending September 13, 2023. **(Roll Call Vote)**
2. Approval of a Resolution Initiating the 2023 General Obligation Bond Issue
Staff recommends that the Champaign Park District Board of Commissioners approve a resolution stating the Park District's need and intent to issue \$1,295,700 of General Obligation Bonds for FYE2024. [Link](#)
3. Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue
Staff recommends that the Champaign Park District Board of Commissioners approve a resolution to set a Public Hearing for Wednesday, October 11, 2023 at 7:00 p.m. at the Bresnan Meeting Center, to discuss the issuance of \$1,295,700 of General Obligation Bonds. [Link](#)
4. Approval of Easement with i3 Broadband at Thompson Park
Staff recommends approval of an easement for i3 Broadband at Thompson Park pending legal description inclusion and fee collection. [Link](#)
5. Approval of Quote from Broken Compass for Strategic Visioning
Staff recommends approval of an agreement with Broken Compass for a total amount of \$11,400 and authorize the Executive Director to execute the agreement. [Link](#)

6. Approval of the Park District FY25 Facility Fee Schedule
Staff recommends approval of the Facility Fee Schedule for May 1, 2024 through April 30, 2025.

[Edit](#)
[Clean](#)

I. COMMENTS FROM COMMISSIONERS

J. EXECUTIVE SESSION

The Board will convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 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.

K. RETURN TO REGULAR MEETING

L. ADJOURN



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 13, 2023

SUBJECT: Meeting No. One | Local Government Efficiency Committee (Efficiency Committee)

Introduction – Committee Members & Composition

The Champaign Park District Board of Commissioners approved a resolution at its May 24, 2023 Special Meeting forming its Efficiency Committee pursuant to 50 ILCS 70/1.

Pursuant to the Act and resolution, the committee includes:

- The elected or appointed members of the governing board of the governmental unit;
 - President Craig W. Hays – Chair
 - Vice President Timothy P. McMahon
 - Commissioner Jane L. Solon
 - Commissioner Michael R. Somers
 - Commissioner Barbara J. Kuhl
- At least two residents of the governmental unit appointed by the Board President and approved by the Board;
 - Amy Durukan
 - Brian Davidson
- The chief executive officer or other officer of the governmental unit,
 - Sarah Sandquist
- The Park District's Board Secretary, Open Meetings Act Officer, and Freedom of Information Act Officer to serve the Efficiency Committee in these respective roles;
 - Jarrod Scheunemann

The Board President or their designee shall chair the committee. The chair may appoint additional members to the committee as they believe appropriate. Committee members serve without compensation but may be reimbursed for expenses incurred with the approval of the Park District.

The committee may, but is not required to, employ or use the services of specialists in public administration and governmental management, and any other trained consultants, analysts, investigators, and assistants it considers appropriate.

The committee is considered a public body to which the Freedom of Information Act and the Open Meetings Act apply.

Overview

The Decennial Committees on Local Government Efficiency Act, 50 ILCS 70/1, et seq., requires units of local government that levy any tax, including park districts, to form a committee to study local government efficiencies and issue a report to the County Board in which the unit of local government is situated. The Act does not apply to municipalities and counties.

Although still an unfunded mandate, the law provides park districts with an opportunity to demonstrate the countless ways in which it efficiently and effectively delivers park, recreation, and cultural arts programs, facilities, and services to its residents.

Duties of the Committee

The duties of each committee include, but are not limited to, the following activities:

- Study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois.
- Collect data, research, and analysis as necessary to prepare a written report that includes recommendations with respect to increased accountability and efficiency.
- Provide a written report to the administrative office of the county board in each county in which the governmental unit is located no later than eighteen months after the formation of the committee.

Committee Meetings

The committee is required to meet at least three times. The committee may, but is not required, to meet during the regularly scheduled meeting of the governmental units if:

1. Separate notice is given in conformance with the Open Meetings Act.
2. The committee meeting is listed as part of the board of the governmental unit's agenda; and,
3. At least a majority of the members of the committee are present at the committee's meeting.

However, because the committee's membership is not identical to the park board membership, the park board would want to adjourn or recess its regular meeting before convening a meeting of the committee if it chooses to meet on the same day as a regularly scheduled meeting.

Each meeting of the committee must be public and held in accordance with the Open Meetings Act. The committee must provide an opportunity for any person to be heard at each meeting for at least three minutes. At the conclusion of each meeting, the committee must conduct a survey of residents who attended the meeting and ask for input on matters discussed at the meeting. Although not the required method, a survey conducted by email to all residents who attended the meeting and provided a valid email address is one way to satisfy this survey requirement. Pursuant to the Open Meetings Act, all public bodies must keep written minutes for each meeting of the committee.

Course of Action

Each committee must provide its report to the administrative office of the county board in each county in which the governmental unit is located no later than eighteen months after the formation of the committee. If a governmental unit is in multiple counties, it should provide the report to the administrative office of each county board in all counties in which the governmental unit is located. If the committee is formed on the last possible date (June 10, 2023), then the report would need to be provided no later than December 10, 2024. After the report is issued, the committee is dissolved until it is reestablished with newly appointed members in 10 years.

Illinois Association of Park District (IAPD) Resources

IAPD has prepared resources to aid the Park District's committee in this process including instructions templates and frequently ask questions reports (see Exhibit A).

Staff recommends committee members review Exhibit A to discuss the committee's course of action for preparing and submitting the required report.

Timeline and Meeting Schedule

Staff also recommends the Efficiency Committee review and coordinate member calendars to discuss the committee's potential timeline and meeting schedule.

Prepared by:

Reviewed by:

Jarrod Scheunemann
Director of Admin Services

Sarah Sandquist, CPRE
Executive Director

STATEHOUSE INSIDER

ISSUES & INSIGHTS FROM THE LEGAL/LEGISLATIVE SCENE



Jason Anselment
General Counsel

Upcoming Efficiency Report Presents a Unique Opportunity

During the past decade, IAPD has spent countless hours on the issue of local government consolidation. In addition to serving on the 2012-13 Local Government Consolidation Commission, attending every meeting of the 2015 Task Force on Local Government Consolidation and Unfunded Mandates, and closely monitoring and attending hearings on local government consolidation that were a focus of the General Assembly's 2019 Property Tax Task Force, we have also been actively engaged in a variety of legislative proposals on this important issue.

In recent years, a primary legislative threat has been the continued reintroduction of the so-called Citizens' Empowerment Act, which would allow just 5% of voters to initiate a referendum to dissolve any unit of local government and transfer all its property and other assets to another unit of government. IAPD was one of the only organizations to consistently oppose these bills and to testify against them on multiple occasions in committee hearings because we recognize the dangerous, long-term implications they could have for Illinois communities. Contrary to the title, the legislation provides no protections for citizens when it comes to their long-term investments in facilities, programs, and services and would instead place public assets and services at risk without providing citizens with any safeguards to protect those assets. Moreover, the claimed savings are purely hypothetical, as nothing in the legislation requires or guarantees savings to taxpayers; in fact, such initiatives could end up costing taxpayers more in the long run.

During the current 102nd General Assembly, we worked behind the scenes on another legislative proposal that was initially introduced as a local government consolidation bill. Originally proposed in 2021 as the Decennial Committees on Local Government Consolidation Act, HB 162 (Keicher, J. / Morrison, J.) was primarily focused on local government consolidation as its original title suggests. The bill required local governments to create committees to make recommendations on consolidation, allowed counties to appoint committee members, and imposed many burdens and other costs on local governments, including a mandatory public survey of at least 10% of residents to inquire about consolidation. Last year, IAPD worked with state legislators and another stakeholder organization to make several important changes to alleviate the most concerning portions

of the bill, shift the focus from consolidation to efficiency, and eliminate costly provisions such as the mandatory community survey. That bill passed the House but not the Senate in 2021, but it was then refiled this year by the Senate sponsor with our negotiated language.

Now known as the Decennial Committees on Local Government Efficiency Act, SB 3789 / Public Act 102-1088 (Morrison, J. / Carroll, J.) was passed by both chambers during the Spring Session with near unanimous approval and was signed into law this past June. As its new name suggests, the bill is now more appropriately focused on local government efficiency rather than consolidation. Although still an unfunded mandate, this law gives park districts, forest preserve districts, and conservation districts the ability to appoint the committee membership and provides an opportunity for these agencies to demonstrate the countless ways in which they efficiently and effectively deliver park, recreation, and conservation programs, facilities, and services to their residents.

To assist member agencies, IAPD has been working with members of the Joint Legislative Committee during the past several months to develop resources that member park districts, forest preserve districts, and conservation districts can use to formulate their reports.

The first of those resources is a list of frequently asked questions and answers about the new law.

Q: Who must form an Efficiency Committee?

A: Public Act 102-1088, also known as the Decennial Committees on Local Government Efficiency Act, requires units of local government that levy any tax, including park districts, forest preserve districts, and conservation districts, to form a committee to study local efficiencies. Municipalities and counties are exempt from the Act.

Q: When do we have to form a committee?

A: Units of local government must form a committee within one year after the Act's effective date. Because the Act took effect on June 10, 2022, each governmental unit must form its committee no later than June 10, 2023, and at least once every ten years thereafter.

Q: Who serves on the committee?

A: Each committee must include: (1) the elected or appointed members of the governing board of the governmental unit, (2) at least two residents of the governmental unit appointed by the board president and approved by the board, and (3) the chief executive officer or other officer of the governmental unit. The chairperson may also appoint additional members to the committee as he or she believes appropriate.

Committee members serve without compensation but may be reimbursed for incurred expenses with the approval of the governmental unit.

Q: Who chairs the committee?

A: The committee will be chaired by the board president or their designee.

Q: What are the duties of the committee?

A: Each committee must: (1) study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois, (2) collect data, research, and analysis as necessary to prepare a written report that includes recommendations with respect to increased accountability and efficiency, and (3) provide a written report to the county board in which the governmental unit is located.

Q: What is the deadline for completing the report?

A: Each committee must provide a report to the county board in which the governmental unit is located no later than eighteen months after the formation of the committee. If a committee is formed on the last possible date (June 10, 2023), then the report would need to be provided to the county board no later than December 10, 2024.

Q: What other State laws apply to the committee?

A: Each committee is considered a public body to which provisions of the Freedom of Information Act and the Open Meetings Act (OMA) apply.

Q: How often must the committee meet?

A: The committee is required to meet at least three times. The committee may, but is not required to, meet during the regularly scheduled meeting of the governmental unit if the following conditions are met: (1) separate notice is given in conformance with the OMA, (2) the committee meeting is listed as part of the board of the governmental unit's regular meeting agenda, and (3) at least a majority of the members of the committee are present at the committee's meeting. However, because the committee's membership is not identical to the park board membership, the park board would want to adjourn or recess its regular meeting before convening a meeting of the committee.

Q: What are the requirements for each meeting of the committee?

A: Each meeting of the committee must be public and held in accordance with the OMA. The committee must provide an opportunity for any person to be heard at each meeting

for at least three minutes. At the conclusion of each meeting, the committee must conduct a survey of residents who attended the meeting and ask for input on matters discussed at the meeting. Pursuant to the OMA, all public bodies must keep written minutes of the meeting.

Q: What resources will IAPD provide to assist with the Act?

A: In addition to these FAQs and a corresponding fact sheet, IAPD is also preparing tools such a model resolution to form the committee and a comprehensive template that agencies may use as they prepare their report.

Although each agency will need to adapt the IAPD template to incorporate its own specific details, we will provide model language to complete some sections such as a General Overview of Governing Statutes, Ordinances, Rules, Procedures, Powers, and Jurisdiction. Even where specific examples may vary depending on a district, the template will provide lists of examples an agency may wish to include.

For example, to demonstrate its best practices we will provide a list of examples of policies, manuals, plans, and reports that an agency may want to cite. To demonstrate efficiency of operations, the template will offer descriptive language and also identify items such as intergovernmental agreements and other partnerships that illustrate how your agency avoids duplication of services and saves taxpayer dollars. A separate section on transparency will provide similar examples. The template even offers recommendations for increased accountability and efficiency that you may consider as your agency prepares its report.

As always, IAPD will also be available to answer questions from the membership.

Finally, the new law permits, but does not require, a committee to employ or use the services of specialists in public administration and governmental management and any other trained consultants, analysts, investigators, and assistants it considers appropriate.

Q: What happens once the report is provided to the county?

A: After the report is provided, the committee is dissolved until it is reestablished with newly appointed members in 10 years.

This new requirement offers park districts, forest preserve districts, and conservation districts a unique opportunity to demonstrate that their agency operates more efficiently and effectively than any other unit of government within the community. IAPD will provide resources that will not only help your agency satisfy its statutory obligations, but also help document the numerous reasons why your agency is the absolute best form of local government to deliver your services to the community. Ultimately, your report may provide a solid response to any future shortsighted proposal that suggests another form of local government could provide the same services at a lower cost.

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as [Public Acts](#) soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the [Guide](#).

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

LOCAL GOVERNMENT

(50 ILCS 70/) Decennial Committees on Local Government Efficiency Act.

(50 ILCS 70/1)

Sec. 1. Short title. This Act may be cited as the Decennial Committees on Local Government Efficiency Act.

(Source: P.A. 102-1088, eff. 6-10-22.)

(50 ILCS 70/5)

Sec. 5. Definitions. As used in this Act:

"Governing board" means the governing body of a governmental unit. If the governmental unit is a road district, then "governing board" means the governing body of the road district, as provided in Division 1 of Article 6 of the Illinois Highway Code, including, but not limited to, the highway board of auditors, the highway commissioner of a township road district, the township board of trustees, the city council, the municipal president and board of trustees, or the county board, as applicable.

"Governmental unit" means all entities that levy taxes and are also units of local government, as defined in Section 1 of Article VII of the Illinois Constitution, except municipalities and counties.

(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)

(50 ILCS 70/10)

Sec. 10. Formation of committee; members; vacancy; administrative support.

(a) By June 10, 2023 (one year after the effective date of this Act) and at least once every 10 years after June 10, 2023, each governmental unit must form a committee to study local efficiencies and report recommendations regarding efficiencies and increased accountability to the county board in which the governmental unit is located.

(b) Each committee's membership shall include the elected or appointed members of the governing board of the governmental unit; at least 2 residents within the territory served by the governmental unit, who are appointed by the chair of the governing board, with the advice and consent of the governing board; and any chief executive officer or other officer of the governmental unit. The committee shall be chaired by the president or chief elected or appointed official of the governing board or his or her designee. The chairperson may appoint additional members to the committee as the chairperson deems appropriate.

Committee members shall serve without compensation but may be reimbursed by the governmental unit for their expenses incurred in performing their duties.

(b-5) In lieu of the committee described in subsection (a), a highway commissioner of a township road district in a county with a population under 400,000 and the township board of the same township may form a joint committee for the purposes described in subsection (a). That joint committee shall include:

the township trustees; the highway commissioner; at least 2 residents of the territory served by the governmental unit appointed by the township supervisor with the advice and consent of the township board; at least one resident of the governmental unit appointed by the highway commissioner; and the township supervisor. The joint committee shall be chaired by the township supervisor and shall issue a joint report with 2 sections, one section for the township and one section for the road district. Except with respect to its composition and report, the joint committee shall otherwise comply with subsection (b). References in this Act to a "committee" shall also include a joint committee formed under this subsection.

(c) A committee may employ or use the services of specialists in public administration and governmental management and any other trained consultants, analysts, investigators, and assistants it considers appropriate, and it may seek assistance from community colleges and universities as necessary to prepare the report required under Section 25.

(d) If a vacancy occurs in the committee membership, the vacancy shall be filled in the same manner as the appointments under subsection (b).

(e) Each governmental unit shall provide administrative and other support to its committee.

(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)

(50 ILCS 70/15)

Sec. 15. Duties of a committee. The duties of a committee include, but are not limited to, the study of the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State. The committee shall also collect data, research, and analysis as necessary to prepare the report described in Section 25.

(Source: P.A. 102-1088, eff. 6-10-22.)

(50 ILCS 70/20)

Sec. 20. Meetings. Each committee shall meet at least 3 times. The committee may meet during a regularly scheduled meeting of the governmental unit as long as: (1) separate notice is given in conformance with the Open Meetings Act; (2) the committee meeting is listed as part of the governing board's agenda; and (3) at least a majority of the members of the committee are present at the committee's meeting. Each meeting of the committee shall be public, and the committee shall provide an opportunity for any person to be heard at the public hearings for at least 3 minutes. The committee may require speakers to register. The committee shall meet in accordance with the Open Meetings Act, and the committee shall be a public body to which the Freedom of Information Act applies.

At the conclusion of each meeting, the committee shall conduct a survey of residents who attended asking for input on the matters discussed at the meeting. A survey conducted via email to all residents who attended the meeting and provided a valid email address will be sufficient to satisfy the requirements of this paragraph.

(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)

(50 ILCS 70/25)

Sec. 25. Report. Each committee shall summarize its work and findings within a written report, which shall include recommendations in respect to increased accountability and efficiency, and shall provide the report to the administrative office of each county board in which the governmental unit is

located no later than 18 months after the formation of the committee. The report shall be made available to the public.

For purposes of this Section, if a governmental unit is located in multiple counties, the committee may, if required, provide the same report to the county board of each of those counties.

(Source: P.A. 102-1088, eff. 6-10-22; 102-1136, eff. 2-10-23.)

(50 ILCS 70/30)

Sec. 30. Dissolution of the committee. After a committee has made the report required under Section 25 available to the public, the committee is dissolved until it is reestablished with newly appointed members under Section 10.

(Source: P.A. 102-1088, eff. 6-10-22.)

(50 ILCS 70/85)

Sec. 85. (Amendatory provisions; text omitted).

(Source: P.A. 102-1088, eff. 6-10-22; text omitted.)

(50 ILCS 70/90)

Sec. 90. (Amendatory provisions; text omitted).

(Source: P.A. 102-1088, eff. 6-10-22; text omitted.)

(50 ILCS 70/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 102-1088, eff. 6-10-22.)



Fact Sheet

Decennial Committees on Local Government Efficiency Act

Overview

The Decennial Committees on Local Government Efficiency Act, 50 ILCS 70/1, *et seq.*, requires units of local government that levy any tax, including park districts, forest preserve districts, and conservation districts, to form a committee to study local government efficiencies and issue a report to the county board in which the unit of local government is situated. The Act does not apply to municipalities and counties.

IAPD worked with state legislators and other stakeholders to relieve the most costly and burdensome provisions of this legislation before it became law. Although still an unfunded mandate, the law gives park districts, forest preserve districts, and conservation districts the ability to appoint the committee membership and provides an opportunity for these agencies to demonstrate the countless ways in which they efficiently and effectively deliver park, recreation, and conservation programs, facilities, and services to their residents.

As one resource to our members, IAPD has prepared this fact sheet to assist in meeting the requirements of this new law.

Committee Formation

Units of local government are required to form a committee no later than June 10, 2023, which is one year after the effective date of the Act, and at least once every ten years thereafter.

Committee Composition

Each committee must include:

- The elected or appointed members of the governing board of the governmental unit;
- At least two residents of the governmental unit appointed by the board president and approved by the board; and,
- The chief executive officer or other officer of the governmental unit, if any.

The board president or their designee shall chair the committee. The chair may appoint additional members to the committee as they believe appropriate. Committee members serve without compensation but may be reimbursed for incurred expenses with the approval of the governmental unit.

The committee may, but is not required to, employ or use the services of specialists in public administration and governmental management, and any other trained consultants, analysts, investigators, and assistants it considers appropriate.

The committee is considered a public body to which the Freedom of Information Act and the Open Meetings Act applies.

Duties of the Committee

The duties of each committee include, but are not limited to, the following activities:

- Study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois.
- Collect data, research, and analysis as necessary to prepare a written report that includes recommendations with respect to increased accountability and efficiency.
- Provide a written report to the administrative office of the county board in each county in which the governmental unit is located no later than eighteen months after the formation of the committee.

Committee Meetings

The committee is required to meet at least three times. The committee may, but is not required, to meet during the regularly scheduled meeting of the governmental units if:

1. Separate notice is given in conformance with the Open Meetings Act;
2. The committee meeting is listed as part of the board of the governmental unit's agenda; and,
3. At least a majority of the members of the committee are present at the committee's meeting.

However, because the committee's membership is not identical to the park board membership, the park board would want to adjourn or recess its regular meeting before convening a meeting of the committee if it chooses to meet on the same day as a regularly scheduled meeting.

Each meeting of the committee must be public and held in accordance with the Open Meetings Act. The committee must provide an opportunity for any person to be heard at each meeting for at least three minutes. At the conclusion of each meeting, the committee must conduct a survey of residents who attended the meeting and ask for input on matters discussed at the meeting. Although not the required method, a survey conducted by email to all residents who attended the meeting and provided a valid email address is one way to satisfy this survey requirement. Pursuant to the Open Meetings Act, all public bodies must keep written minutes for each meeting of the committee.

Committee Report

Each committee must provide its report to the administrative office of the county board in each county in which the governmental unit is located no later than eighteen months after the formation of the committee. If a governmental unit is located in multiple counties, it should provide the report to the administrative office of each county board in all counties in which the governmental unit is located. If the committee is formed on the last possible date (June 10, 2023), then the report would need to be provided no later than December 10, 2024. After the report is issued, the committee is dissolved until it is reestablished with newly appointed members in 10 years.

IAPD requests that member agencies provide a copy of the final report to IAPD so that we can utilize this information in future advocacy efforts.

Questions of Concerns

As always, for more information, please feel welcome to contact IAPD by phone at (217) 523-4554, or by email at janselment@ilparks.org or mremmert@ilparks.org.



Last Updated: June 16, 2023

Frequently Asked Questions (FAQs) Decennial Committees on Local Government Efficiency Act

Background

The Decennial Committees on Local Government Efficiency Act, 50 ILCS 70/1, *et seq.*, requires units of local government that levy any tax to form a committee to study local government efficiencies and provide a report to the county board in which the unit of local government is located.

The Illinois Association of Park Districts (IAPD) worked with state legislators and other stakeholders to relieve the most costly and burdensome provisions of this legislation before it became law. Although still an unfunded mandate, the law gives park districts, forest preserve districts, and conservation districts the ability to appoint the committee membership and provides an opportunity for these agencies to demonstrate the countless ways in which they efficiently and effectively deliver park, recreation, and conservation programs, facilities, and services to their residents.

As one resource to our members, IAPD has developed these FAQs to assist in meeting the requirements of this new law.

Q: Who must form an efficiency committee?

A: The Decennial Committees on Local Government Efficiency Act requires units of local government that levy any tax, including park districts, forest preserve districts, and conservation districts, to form a committee to study local efficiencies. Municipalities and counties are exempt from the Act.

Q: When do I have to form a committee?

A: Units of local government must form a committee within one year after the effective date. Because the Act took effect on June 10, 2022, each governmental unit must form its committee no later than June 10, 2023.

Q: Who serves on the committee?

A: Each committee must include: (1) the elected or appointed members of the governing board of the governmental unit, (2) at least two residents of the governmental unit appointed by the board president and approved by the board, and (3) the chief executive officer or other officer of the governmental unit. The chairperson may also appoint additional members to the committee as he or she believes appropriate. Committee members serve without compensation but may be reimbursed for incurred expenses with the approval of the governmental unit.

Q: Who chairs the committee?

A: The committee will be chaired by the board president or their designee.

Q: What are the duties of the committee?

A: Each committee must: (1) study the governmental unit's governing statutes, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois, (2) collect data, research, and analysis as necessary to prepare a written report that includes recommendations with respect to increased accountability and efficiency, and (3) provide a written report to the administrative office of the county board of each county in which the governmental unit is located.

Q: What is the deadline for completing the report?

A: Each committee must provide a report to the administrative office of the county board of each county in which the governmental unit is located no later than eighteen months after the formation of the committee. If a committee is formed on the last possible date (June 10, 2023), then the report would need to be provided to the county board no later than December 10, 2024.

Q: What other State laws apply to the committee?

A: Each committee is considered a public body to which provisions of the Freedom of Information Act and the Open Meetings Act apply.

Q: How often must the committee meet?

A: The committee is required to meet at least three times. The committee may, but is not required, to meet during the regularly scheduled meeting of the governmental unit if the following conditions are met: (1) separate notice is given in conformance with the Open Meetings Act, (2) the committee meeting is listed as part of the board of the governmental unit's regular meeting agenda, and (3) at least a majority of the members of the committee are present at the committee's meeting.

However, because the committee's membership is not identical to the park board membership, the park board would want to adjourn or recess its regular meeting before convening a meeting of the committee if it chooses to meet on the same day as a regularly scheduled meeting.

Q: What are the requirements for each meeting of the committee?

A: Each meeting of the committee must be public and held in accordance with the Open Meetings Act. The committee must provide an opportunity for any person to be heard at each meeting for at least three minutes. At the conclusion of each meeting, the committee must conduct a survey of residents who attended the meeting and ask for input on matters discussed at the meeting. Although not a required method, a survey conducted by email to all residents who attended the meeting and provided a valid email address is one way to satisfy this survey requirement. Pursuant to the Open Meetings Act, all public bodies must keep written minutes of the meeting.

Q: What resources can IAPD provide to assist with the Act?

A: IAPD has prepared these FAQs to assist in meeting the requirements of this new Act, a fact sheet to provide an overview of the Act, a model resolution to create the committee, and a sample reporting form for agencies to use in complying with the Act. As always, for more information, please feel welcome to contact IAPD by phone at (217) 523-4554, or by email at janselment@ilparks.org or mremmert@ilparks.org.

The committee may, but is not required to, employ or use the services of specialists in public administration and governmental management, and any other trained consultants, analysts, investigators, and assistants it considers appropriate.

Q: What happens once the report is submitted?

A: After the report is provided to the administrative office of the county board of each county in which the governmental unit is located, the committee will be dissolved until it is reestablished with newly appointed members in 10 years.

IAPD requests that member agencies provide a copy of their final report to IAPD so that we can utilize this information in future advocacy efforts.

INSTRUCTIONS FOR USING TEMPLATE

This template is intended to serve as a guide to help your district and its Committee on Local Government Efficiency complete its Efficiency Report.

You should adapt the template by adding to, deleting, or modifying the language and examples that are provided to match your district's specific information.

IMPORTANT TIPS:

- For details about the specific legal requirements, please consult IAPD's Fact Sheet.
- For answers to frequently asked questions, please consult IAPD's FAQs.
- Please complete blanks as indicated. For example,

"The Park District is governed by a board of _____ [FIVE or SEVEN] commissioners."

- Words bracketed in **blue** offer examples, suggestions, or tips and are intended to be modified by your district to conform with the district's specific situation. For example,

"[List any examples of intergovernmental agreements such as joint programming, shared facility use, risk management, investments, etc., which demonstrate cost savings / efficiencies.]"

After completing your district's information for these sections, you should remove the *italics* and **bold** and change the font from **blue** to black.

The template and additional resources pertaining to the Decennial Committees on Local Government Efficiency Act are available to **IAPD members-only** on IAPD's website at lparks.org.

EFFICIENCY REPORT FOR THE

_____ **[INSERT NAME] PARK DISTRICT**

**APPROVED BY THE PARK DISTRICT'S
COMMITTEE ON LOCAL GOVERNMENT EFFICIENCY
ON _____ [INSERT DATE]**

[INSERT PARK DISTRICT LOGO]

I. Purpose

The _____ [INSERT NAME] Park District (“Park District”) formed its Committee on Local Government Efficiency on _____ [INSERT DATE COMMITTEE FORMED BY RESOLUTION], 2023, to study efficiencies and report recommendations regarding those efficiencies and increased accountability pursuant to 50 ILCS 70/1, *et seq.* (the “Committee”).

II. Committee Membership

The Committee consisted of the following individuals:

- _____ [NAME OF BOARD PRESIDENT/CHAIRPERSON]
- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF COMMISSIONER]
- _____ [NAME OF COMMISSIONER IF APPLICABLE]
- _____ [NAME OF COMMISSIONER IF APPLICABLE]
- _____ [NAME OF RESIDENT MEMBER]
- _____ [NAME OF RESIDENT MEMBER]
- _____ [NAME OF CHIEF EXECUTIVE OFFICER OR OTHER OFFICER IF APPLICABLE]
- _____ [NAME OF OTHER MEMBER IF APPLICABLE]
- _____ [NAME OF OTHER MEMBER IF APPLICABLE]

III. Committee Meetings

The Committee met as follows:

Meeting Date	Meeting Time and Place
_____	_____
_____	_____
_____	_____
_____	_____

Minutes of these meetings are available on the Park District's website or upon request at the Park District's administrative office.

IV. General Overview of Governing Statutes, Ordinances, Rules, Procedures, Powers, Jurisdiction

The Park District was established by a referendum initiated and approved by the voters of the Park District in _____ [YEAR DISTRICT WAS FORMED]. All Illinois park districts, including the Park District, are governed by the Park District Code, 70 ILCS 1205/1 *et seq.*

Having a separate and distinct taxing body for parks, recreation, and conservation within the local community, which operates apart from general purpose governments, is extremely beneficial to the community for many reasons, as detailed further in this report.

- **Elected, non-partisan, non-compensated board.** The Park District is governed by a board of _____ [FIVE or SEVEN] commissioners. Commissioners must reside within the boundaries of the park district and are elected at the Consolidated Election in odd-numbered years. Pursuant to state law, commissioners are non-partisan and serve without compensation.
- **Accessible and focused representation.** Having a dedicated board to oversee these essential facilities, programs, and services provides the community with increased access to their elected representatives and allows those elected representatives to remain focused solely on those facilities, programs, and services. This is contrasted with general purpose governments where elected representatives are responsible for broad oversight on a wide range of issues. This special purpose benefit is particularly advantageous when it comes to budget and finance oversight.
- **Increased transparency.** Having a dedicated unit of local government to provide park and recreation services also improves the relationship between the park district and its residents because of the transparency and openness related to the board and park district operations. Having detailed agenda and action items allows taxpayers to be better informed about the inner workings of their local government. When individual units of government are responsible for providing specified services like park districts, transparency is increased because action items and budget procedures are more detailed. Additionally, these items and budgetary decisions are subject to more scrutiny by locally elected officials than is the case with larger, multi-purpose governments with a multitude of departments.
- **Protection of revenues.** Because the Park District is a separate unit of local government, the revenues it generates can only be used for park district purposes. This assurance is contrasted with general purpose governments like cities, villages, and counties that provide a multitude of services such as fire, police, public works, economic development, etc., where revenues that are generated specifically for parks and recreation can be expended on these other services with limited, if any, input from voters.

- **Protection of assets.** Public parks and other real property owned by the park district is held in trust for the residents of the park district, and, subject to very limited exceptions, can only be sold or transferred if residents approve of the sale or transfer by a referendum. This is contrasted with general purpose units of government, which have authority to sell or dispose of property by a vote of the governing board.
- **Providing the Community More with Less.** The Park District does more with much fewer funding options. Unlike other units of local government that receive direct state funding, and income, sales, use, hotel/motel, motor fuel and other numerous taxes, the Park District's only tax revenues come from a modest portion of a resident's overall property tax bill. In fact, despite its limited funding options, the Park District share is only _____ [INSERT PERCENTAGE] of the local tax bill.
- *[Insert any additional examples of the way in which statutes/rules help your agency promote transparency, accountability, or efficiency compared to other governments.]*

As part of good governance and implementing best practices in the management of day-to-day operations, the Park District has also adopted the following ordinances, rules, policies, and procedures:

[SUGGESTED EXAMPLES LISTED BELOW]

- **[Operations Manual]**
- **[Board Policies and Procedures Manual]**
- **[Administrative Policies and Procedures Manual]**
- **[General Conduct Ordinances]**
- **[Personnel Policies/Employee Manual or Handbook]**
- **[Safety and Risk Management Policies]**
- **[Strategic Plan]**
- **[Comprehensive Master Plan]**
- **[Annual Report]**
- *[Insert any additional examples of policies, procedures or rules that your agency may have adopted, which could be listed as examples of good governance.]*

V. List of Shared Services and Partnerships

The Park District works diligently to provide the best possible programs, services, and facilities to our community at the least possible cost. One of the many ways the Park District achieves this goal is by partnering with neighboring park districts, school districts, other units of local government within or near the community, the State, non-profit organizations, and for-profit corporations. Below is a comprehensive list of the current partnerships, agreements, and other relationships that assist the Park District's mission of delivering the best possible services at the least possible cost to our community.

1. Membership in SRA if Any

The Park District is part of the _____ [INSERT NAME] Special Recreation Association ("SRA"). Special recreation associations are a form of intergovernmental cooperation among units of local government that are authorized under the Illinois Constitution, the Intergovernmental Cooperation Act, the Park District Code, and the Municipal Code. Their formation is rooted in a fundamental belief and recognition that "Recreation is for Everyone." They are shining examples of local government efficiency.

By partnering together, local communities are able to effectively and efficiently deliver more successful program opportunities to community members who have special needs. Furthermore, by participating in the SRA, the Park District networks with _____ [INSERT NUMBER] other local governments to provide many more program opportunities for our community members who have special needs and offers a choice between participating in the SRA's programs or in programs that are provided by the Park District.

The Park District and the SRA also achieve efficiency by utilizing existing facilities that are owned and operated by the SRA's members, including the Park District. Utilizing these existing facilities allows the SRA to deliver services to its member communities at a lower cost. Currently the Park District provides the SRA access to the following facilities for their program offerings:

- *[List facilities.]*

The SRA also provides the support needed for participants with special needs who choose to register for the Park District programs or inclusive programming. The SRA collects information on the registered participant and determines what supports are needed for that participant to be successful in this inclusive setting or the Park District program. This could include additional training of the supervisory staff, additional support staff, the use of adaptive equipment, behavior management, and/or other measures that will assist in the successful participation of this individual in the Park District program. Although success may not look the same for everyone, the SRA works with the Park District's staff to ensure the best possible results for all the participants in

the program. The Park District's cost of providing these services would be much greater without its participation and partnership in the SRA.

In 2022, the SRA successfully served _____ [INSERT NUMBER] residents in _____ [INSERT NUMBER] programs. The SRA also supported _____ [INSERT NUMBER] participants in inclusive programs that were provided by the Park District.

The Park District is very proud of the ongoing collaboration with the SRA. By working cooperatively with other local governments, not only are we better able to collectively serve all citizens within our communities, including persons with disabilities, but we are able to do so in the most efficient and effective manner possible.

2. Other intergovernmental agreements with other park districts, forest preserve districts, conservation districts, or municipal recreation agencies

- *[List any examples of intergovernmental agreements such as joint programming, shared facility use, risk management, investments, etc., which demonstrate cost savings / efficiencies.]*

3. Intergovernmental agreements with other units of local government

- *[List any examples such as joint purchasing, shared facility use, stormwater management, police protection, etc., which demonstrate cost savings / efficiencies.]*

4. Intergovernmental agreements with the State of Illinois

- *[List any examples such as the CMS Joint Purchasing program and other agreements, if any.]*

5. Partnerships or agreements with athletic or similar affiliate organizations that operate sports or other leagues

- *[List any agreements such as those with organized leagues, which save valuable resources for the community. For example, most of these organizations would be unable to construct and maintain their own sports fields. Oftentimes, sports complexes are multipurpose, which is an efficient way to satisfy the demands for numerous different sports and recreational activities.]*

6. Partnerships or other interrelationships with non-profits

- *[Insert any agreements with organizations such as the YMCA and other not-for-profits.]*

7. Partnerships with for profit organizations

- *[List any agreements with banks, retailers, and other for-profit businesses.]*

8. Informal cooperation with other units of local government which save taxpayer dollars by eliminating redundancy

- *[Insert any additional examples of informal or verbal agreements that demonstrate intergovernmental or other cooperation that results in savings to taxpayers. For example, an agency may allow a township to store mowing equipment for areas far from a township storage facility, but there may not be a formal intergovernmental agreement as described in items 2-4 above.]*

VI. Other Examples of Efficient Operations

Use of volunteers. One way in which the Park District reduces the burden on taxpayers is through the use of volunteers. Last year, _____ [INSERT NUMBER] individuals volunteered _____ [INSERT NUMBER] hours of service to the Park District.

Youth employment. The Park District is a major employer of youth in the community. Last year, the Park District employed _____ [INSERT NUMBER] youth. Not only is this an efficient way to deliver services, but youth employment serves as a valuable training tool for the future workforce.

Joint purchasing (if not listed above). The Park District participates in joint purchasing cooperatives pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/0.01 *et seq.*) thereby saving taxpayer dollars through economies of scale. These include:

- *[Insert any products and services purchased and, if possible, the savings that were generated.]*

_____ [INSERT NAME] **Foundation.** Last year, the Foundation raised \$ _____ [INSERT DOLLAR AMOUNT] in private donations, which help alleviate the burden on taxpayers. The Foundation also supported the Park District by:

- *[Insert any other assistance provided to the Park District by the Foundation.]*

Collaboration with other park districts on best practices. Because park districts are not in competition with one another, they are more willing than the private sector to share best practices. These best practices help to avoid unnecessary costs and deliver services more effectively and efficiently.

Reliance on Non-Tax Revenue. Unlike most local governments that rely on a wide range of sales, use, and income taxes, the Park District is not permitted to assess these types of taxes. Additionally, although the Park District is an economic engine for the community and generates much revenue for the state and our community in the form of hotel/motel, sales, and motor fuel taxes, our Park District does not receive any of these revenues. Also, unlike Illinois cities, villages, counties, and school districts that received billions of dollars in direct financial assistance from the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA), our Park District did not receive any such direct federal aid. Our Park District also does not receive state funding under the Local Government Distributive Fund (LGDF) or General State Aid (GSA) that these same cities, villages, counties, and school districts receive through the State budget.

Instead, the Park District provides all of the programs, facilities, and services to the community with a very modest amount of property taxes and from **non-tax sources** such as memberships, program registrations, and other user fees as well as private donations and grants.

VII. Transparency to the Community

The following information about the Park District may be obtained by citizens in the location listed.

Document	Location(s) Available <small>(website, administrative offices, county clerk, state website, etc.)</small>
• Annual tax levy	_____
• Annual budget and appropriation ordinance	_____
• Agenda and minutes	_____
• Comptroller's annual finance report (AFR)	_____
<u>[Other Possible Examples:]</u>	
• Annual audit	_____
• Statement of Receipts and Disbursements	_____
• Conduct Ordinances	_____
• Long range plans	_____
• Strategic plans	_____
• Capital improvement plan	_____
• ADA transition plan	_____
• <i>[List any other documents deemed appropriate that demonstrate transparency]</i>	_____

The Park District offers residents many opportunities to provide feedback. These include:

- The board of commissioners meets _____ [INSERT FREQUENCY] each month. Residents may provide public comment at every meeting.
- The Park District's annual Budget and Appropriation Ordinance is available in tentative form at least 30 days prior to its adoption at an open meeting of the Park District board. Additionally, at least one public hearing is held prior to final action, and notice of the hearing is published in the newspaper at least one week prior to the hearing.

- The Park District's annual property tax levy is approved at an open meeting of the Park District board in accordance with the Open Meetings Act. The Park District follows all public notice and hearing requirements under the Truth in Taxation Law prior to the adoption of this annual tax levy. **[The Park District's annual levy is also subject to the limitations of the Property Tax Extension Limitation Law.]**
- Residents may contact or request information from the Park District by phone at _____ [INSERT PHONE NUMBER] or email at _____ [INSERT EMAIL ADDRESS]
- ***[List any committees, boards, etc. that have community representation.]***
- ***[List any community surveys and other resident surveys in the past 5 years; include program surveys and any other surveys that sought community input no matter how complex or simple.]***
- ***[Identify any public hearings or similar meetings where community input was obtained in the past 5 years.]***

VIII. District Awards and Recognition

The District's achievements have been recognized in numerous ways.

[SUGGESTED EXAMPLES LISTED BELOW]

- *Indicate if the park district is a Joint Distinguished Accredited Agency*
- *List IAPD or IPRA agency or individual awards*
- *Identify all Master Board Members*
- *You may wish to highlight all staff credentials*
- *You may wish to highlight staff and commissioner training*
- *[Insert any other noteworthy awards or recognition]*

IX. Benefits and Services

The Park District serves the entire community from the youngest child to the oldest adult and all ages in between. It does so in a variety of ways.

1. Facilities

The Park District offered the following facilities to the community last year:

- *[List all park sites, nature and multi-purpose trails, community centers, senior centers, recreation facilities, tennis courts, swimming facilities and beaches, golf courses, boating and fishing areas, campgrounds, community gardens, etc.]*
- *[List any specialized benefits and services such as zoos, museums, cemeteries, airports and restaurants, etc.]*

2. Programs

The Park District offered the following programs last year. Registration numbers are also provided.

- *[List all programs including before/after school, summer, recreational, fitness, cultural, arts, senior, etc., and include participation numbers if available.]*

3. Additional Services

The Park District provided the following additional services to the community.

- *[List any other services not listed above.]*

4. Other Benefits

While the Park District is a special purpose district, its impact to the community is multi-faceted and far reaching. For example, the Park District's parks, recreational programming, and other opportunities improve the community's overall physical and mental health and wellness, thereby reducing health care costs. Before and after school and summer programs offer safe, convenient, and affordable childcare options for working families during critical times when school is not in session. These opportunities also help reduce juvenile crime. The Park District's open space and trees help improve air and water quality and mitigate flooding.

- *[Identify any other benefits.]*

X. Recommendations for Increased Accountability and Efficiency

1. Intergovernmental Fees and Charges

One opportunity for efficiency would be the elimination of fees and charges assessed by other units of government. By way of example, below are amounts that other units of local government charge the Park District even though the Park District's taxpayers are also taxpayers of these other units of local government. Such fees and charges, and the bureaucracy that accompanies them, inhibit the park district's ability to deliver programs, facilities, and services at the least possible cost.

- *[List the total amount paid for each fee, charge, and assessment paid to other units of government, e.g., building permits, sewer taps, county food service, state and local liquor license, elevator license and inspection, business, restaurant, burglar alarm, vending, entertainment, construction permit, building inspection, stormwater management, impervious surface, water reclamation, ISP background checks, fire inspection, towing, health inspections, sprinkler inspections, pool permits, grass maintenance etc.]*
- *[If city, village, or county charge your agency for police protection in your parks, highlight the fact that the responsibility to provide police protection in areas within the boundaries of the city/village is already their responsibility and that the taxpayers are already paying for this service which should alleviate the need to charge the park district.]*

Other units of local government should recognize that intergovernmental fees often lead to inefficiency in the expenditure of taxpayer dollars through extra bureaucracy and administrative costs. In many cases, the unit of government assessing the fee ultimately benefits from the project or event, meaning it can recoup its costs through the extra sales tax or other revenue that will be generated. Where such fees are absolutely necessary, general purpose units of government should offset the fee by crediting the park district for all benefits they will receive from a project, event, or property. For example, open space that is protected and maintained by the Park District helps mitigate stormwater management costs, so assessing stormwater management fees on the Park District not only leads to inefficiency, but it is also shortsighted.

Governmental units should be discouraged or prohibited from charging more than their out-of-pocket costs associated with the activities covered by a fee that is assessed to another unit of local government with the same taxpayers. Put another way, one unit of local government should not profit by taxing another. Eliminating local permit fees is a way to reduce administrative costs without impacting overall public revenue. Local government best serves the people when it cooperates and works together. Some communities recognize this and do not charge fees to other units. All communities should be encouraged to follow that model to receive the best results for local taxpayers and to promote governmental efficiency.

2. Inefficiency of Other Governments

The Park District is also negatively impacted by the inefficiency of the state and other units of local government.

- *[If the park district has experienced delays in grant reimbursements or other payments from the state, you may wish to highlight the financial impact.]*
- *[If the park district has experienced delays in permit processing, grant agreements, or other paperwork that has had negative financial or other detrimental consequences, identify those and the costs or negative impact.]*

3. Unfunded Mandates

Unfunded state mandates are another cost driver. While the Park District recognizes that there are benefits to some of these mandates, modifications could help alleviate some of the burden to the park district.

[DEPENDING UPON THE FINANCIAL IMPACT, YOUR AGENCY MAY WISH TO EXCLUDE THESE MANDATES OR MAY WISH TO LIST ANY OTHER EXAMPLES OF LAWS, RULES, OR MANDATES THAT INHIBIT EFFICIENCY, ALONG WITH THEIR ASSOCIATED COST.]

a) Non-resident FOIA Requests. Last year, the park district spent _____ [INSERT DOLLAR AMOUNT] in staff time and legal fees to fulfill FOIA requests. Often the individuals/businesses submitting the FOIA requests are from outside of the park district boundaries, and they appear to be serving a specific agenda, rather than assuring better local government.

- **[Provide specific examples if the Park District has them.]**

Under current law, resident taxpayers end up footing the bill for these non-resident or commercial requests. In order to help alleviate the burden for these non-resident requests the law could be amended to: (1) add a requirement that non-residents identify/explain the purpose of the request for information; (2) add a time limit on how far back a non-resident can request information; (3) staff time and costs could be included in the amount that is reimbursable for non-resident and commercial requests; (4) move back the deadline for non-resident requests 10 business days so that the park district does not have to delay services to its residents in order to comply with a non-resident request.

Sunshine laws are supposed to protect taxpayers by allowing them to shed light on any issue that is not exempt from FOIA. However, local government can be burdened by having to drop everything to rearrange priorities to meet FOIA deadlines, particularly if it has limited resources. Since local residents ultimately

bear the expense of complying with FOIA, treating resident and non-resident requests differently would be justified.

b) Criminal Background Checks. All park districts are statutorily required to conduct criminal background checks on all employees pursuant to Section 8-23 of the Park District Code. The background checks must be done through the Illinois State Police (ISP). Last year, the park district spent \$_____ [INSERT DOLLAR AMOUNT] for criminal background checks. The Park District does not recommend eliminating this mandate because it is necessary to ensure the safety and well-being of children and other park district patrons. However, the State should explore ways in which it could improve the current system and make it less costly for park districts to comply with the law.

The mandate also raises the fundamental question as to why one layer of government is forced to charge its taxpayers to comply with a State mandate when the State made the determination to impose the mandate. Put another way, if the State has determined that criminal background checks are necessary for public safety, the State should assist with compliance.

The Park District recommends studying whether there can be a more efficient background check process implemented through the ISP to reduce the time and expense it takes for background checks. Another suggestion is for ISP to waive the fee for checks on minors or waive all fees for name checks. If there is a "hit" from a name check, the fee could be charged for the more costly fingerprint check. Since it is a state mandate, perhaps the fee structure for park districts should also be reviewed to determine whether the fee being charged exceeds the actual cost of doing the check and, if so, perhaps the ISP could consider reducing its cost to local governments.

c) Prevailing Wage. One way to reduce burden on local government staff is to limit the prevailing wage requirement to larger capital contracts. This would free up tracking of the paperwork on small repairs and projects. One reason for creating a threshold requirement is the cost of the administrative burden relative to the cost of the actual project. For example, eliminating prevailing wage on smaller projects, e.g., those less than \$50,000, will result in more local bids and decrease the overall cost for these smaller public works projects.

d) Newspaper Publication. The newspaper is no longer the most effective way to provide notice. Websites are cheaper and reach more people. Permitting the park district to post the information on its website in lieu of newspaper publications would reduce costs.

4. Opportunities for Increased Transparency

As illustrated above, the Park District is very transparent in its operations. The following are opportunities for increased transparency:

- *[Identify items that are not posted to website and other opportunities for community input]*

5. Opportunities for Other Intergovernmental Agreements

- *[If your agency does not take advantage of efficiencies identified in Section V above, you may consider listing some of those opportunities here]*

6. Opportunities for Savings such as Energy Efficiency Projects, Joint Purchasing

- *[If your agency does not take advantage of efficiencies identified in Section V above, you may consider listing some of those opportunities here]*

XI.OTHER

[LIST ANY OTHER IDEAS OR SUGGESTIONS THAT DEMONSTRATE THAT A PARK DISTRICT IS THE MOST EFFICIENT AND TRANSPARENT FORM OF LOCAL GOVERNMENT TO PROVIDE PARK, RECREATION AND CONSERVATION SERVICES.]

Dated: _____ [INSERT DATE FINAL REPORT APPROVED BY EFFICIENCY COMMITTEE]

Signed: _____ [CHAIR'S SIGNATURE]

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE BOARD OF PARK COMMISSIONERS STUDY SESSION
August 23, 2023**

The Champaign Park District Board of Commissioners held a Study Session on Wednesday, August 23, 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: President Craig W. Hays, Vice President Timothy P. McMahon, Commissioners Jane L. Solon and Michael R. Somers, Sarah Sandquist, Executive Director, Jarrod Scheunemann, Director of Administrative Services/Board Secretary, and Attorney Guy Hall.

Commissioner Barbara J. Kuhl was absent with prior notice duly given.

Staff Present: Andrea Wallace, Director of Finance, Chelsea Norton, Director of Marketing and Development, and Jimmy Gleason, Director of Revenue Facilities.

Terry Townsend also attended the meeting.

Call to Order

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

Comments from the Public

Mr. Townsend addressed the Board about several items. He thanked the Park District for partnering with him in the past to host a special event. Mr. Townsend shared about the limited warm water pool options within the community and requested the Park District pursue a Silver Sneakers program at Sholem Aquatic Center to increase citizen access. Mr. Townsend asked the Park District to evaluate and address its hiring and programming practices at Douglass Park and facilities to mirror the neighborhood's needs and desires. Mr. Townsend requested the focus of CU Days to center on families and family reunions. He also asked the Park District to consider eliminating the membership fee for the Douglass Annex.

President Hays thanked Mr. Townsend for his comments and asked staff to follow up with him regarding his requests.

Discussion Items

1. FY25 Facility Fee Schedule

Mr. Gleason and Ms. Sandquist presented the report. He notified the Board about several updates to the facility fee schedule including standardized percentage increases to fees, reduced permit fees for government and non-profit organizations, the elimination of a damage deposit for rentals, new rental options such as, pickleball courts and the disc golf course, setting goals to achieve parity in recreation center fees, and extending the Sholem Aquatic Center season in 2024.

Discussion and clarifications ensued regarding the elimination of damage deposits, collecting fees for litter and damages caused by renters, pickleball court rentals and onsite signage highlighting new rental options, Martens Center memberships and postponing membership fee increases to encourage use and support the surrounding neighborhoods were discussed. Sholem Aquatic Center statistics, staffing, wildlife impacts, and reduced amenities concerns

during a longer pool season, and the lack of increased fees for the Showmobile were also addressed.

After discussion, the Board came to consensus to postpone an increase to Martens Center membership fees and to extend the Sholem Aquatic Center's season in 2024.

2. Champaign Parks Foundation – 1st Quarter Financial Update

Ms. Wallace presented the report. She reported about revenues and expenses. Ms. Wallace stated that the Parks Foundation's current balance is \$1,905,077. The Parks Foundation has supported several purchases throughout the Park District, including bariatric seating for the Virginia Theatre, dog park agility equipment, and several memorials.

Discussion ensued regarding the current interest rates of several certificates of deposits. Ms. Wallace responded that staff are pursuing options for the Parks Foundation to address this concern.

3. Champaign Park District – 1st Quarter Financial Update

Ms. Wallace reported that first quarter revenues total nearly \$9,450,000 after receiving two property tax distributions. Expenses for the quarter totaled roughly \$5,760,000, which is 11% less than projected due to staff shortages and delays in capital projects. Scholarship requests for the summer 2023 totaled over \$60,000, which is 25% higher than the previous year.

Commissioner Solon asked for more information about the age range of scholarship recipients. Ms. Wallace responded that most scholarship funds are allocated to support children's day camp and afterschool participants.

President Hays verified that quarterly expenses are lower than expected due to capital plan project delays. Also addressed was whether the Illinois Department of Natural Resources (IDNR) owed remaining grant payments. Ms. Wallace stated that staff will inquire with IDNR about the status of remaining payments and report back to the Board.

Attorney Hall inquired whether Experience Champaign Urbana had submitted payment for the Skelton Park Improvements Project. Ms. Wallace confirmed that payment has not been received.

Comments from Commissioners

Commissioner McMahon stated that he attended CU Days and was impressed with attendance.

President Hays encouraged the Board to attend and promote the upcoming Ties and Tennies Gala hosted by the Parks Foundation.

Adjourn

There being no further business to come before the Board, Commissioner Solon made a motion to adjourn the meeting. The motion was seconded by Commissioner Somers. The motion passed 5-0 and the meeting was adjourned at 6:43 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director
DATE: September 13, 2023
SUBJECT: Foundation Board Member Appointees

Background

Currently there are three vacancies on the Foundation Board. Staff and Board members have been actively seeking new members to serve-members who are willing to help fulfill the mission of providing philanthropic support for the Champaign Park District. Upon receiving a recommendation from Board Member Aquino, Chair Holding, myself and Laura Auteberry had the opportunity to meet with prospective board member, Micheal Lindemann, whose information is presented below.

Employer

President, M.J.I. Inc. D/B Body n'Sole Sports

Boards and committees

Co-Director Marathon 6 LLC 7/1/2009-6/30/2020

Education/Training/Certificates

B.S. from Arkansas State University

Awards/Honors

NJCAA Regional Coach of the Year-2014, 2015, 2017

Other Groups/Organizations the Candidate Could Serve as a Liaison to Benefit the Foundation Christie

Clinic Illinois Marathon	Parkland Athletics
Green Street Realty	OSC

Prior Board Action

N/A

Budget Impact

None

Recommended Action

During their September 11, 2023 regular meeting, the Champaign Parks Foundation Board of Directors voted unanimously to forward Michael Lindemann's name to the Champaign Park District Board of Commissioners for consideration of appointment to the Champaign Parks Foundation Board of Directors, for the remainder of a two-year term expiring May, 2025.

Prepared by:

Laura C. Auteberry
Development Director

Reviewed by:

Jarrod Scheunemann
Director of Administrative Services

**RESOLUTION
APPOINTING DIRECTOR
TO THE CHAMPAIGN PARKS FOUNDATION**

WHEREAS, the Champaign Park District Board of Commissioners formed the Champaign Parks Foundation, a not for profit corporation, duly authorized to transact business in the State of Illinois;

WHEREAS, the Champaign Parks Foundation was formed for the purpose of creating and carrying out a capital campaign and accepting and managing donations and gifts for the benefit of the Champaign Park District, including without limitation, land, cash and marketable securities;

WHEREAS, the Champaign Park District's appointed Commissioner liaison and Executive Director serve on the Board of Directors as voting members in addition to the other appointed Board members;

WHEREAS, the Champaign Park District's Board of Commissioners is to appoint Champaign Parks Foundation Board members to serve terms as set forth in the bylaws; and

WHEREAS, the Board of Commissioners has contacted community members who have shown an interest in the success of the Champaign Park District, its facilities and services, as well as serving on the Champaign Parks Foundation Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Champaign Park District Board of Commissioners hereby appoints Michael Lindemann for the remainder of a two-year term expiring in May of 2025.

APPROVED by the Board of Commissioners of the Champaign Park District this 13th day of September 2023.

Craig W. Hays President

Jarrod Scheunemann, Secretary

RESOLUTION

**Board of Commissioners
Champaign Park District**

WHEREAS, the Champaign Park District, an Illinois municipal corporation, was formed and organized pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1, *et seq.*;

WHEREAS, pursuant to its authority under the Illinois Park District Code and other applicable law, the Champaign Park District did previously enter into a lease as of May 2, 1977 with the Illinois Central Gulf Railroad Company for a parcel of land legally described as follows: “8,000 square feet, more or less, of railroad property as outlined in red on the print attached hereto and made a part hereof”;

WHEREAS, the term of the lease for the public bike path at such location commenced on or about July 15, 1977 and ended on July 14, 1997;

WHEREAS, the Champaign Park District and Illinois Central Railroad Company (as successor to the Illinois Central Gulf Railroad Company) have agreed to enter into a lease which cancels and supersedes the lease of May 2, 1977 (bearing the railroad’s lease number 34146) as well as all subsequent extensions and amendments thereof and replaces it with the Property Lease Agreement, Lease No. 2070/3015841, effective as of May 19, 2023 for an initial term of ten (10) years retroactive to July 15, 2017 and ending on July 14, 2027, unless sooner terminated or renewed;

WHEREAS, such lease provides for a rent schedule for the period July 15, 2017 to July 14, 2022 in the amount of Two Hundred Dollars (\$200.00), and for the period July 15, 2022 to July 14, 2027 in the amount of Two Hundred Fifty Dollars (\$250.00);

WHEREAS, such lease has heretofore been executed; and

WHEREAS, it is in the best interest of the Champaign Park District that the Board of Commissioners approve, declare, affirm, resolve, and ratify such lease.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Park Commissioners of the Champaign Park District does hereby determine and find that the aforementioned Property Lease Agreement, Lease No. 2070/3015841 between the Illinois Central Railroad Company and the Champaign Park District is appropriate and useful for the best interests of the Champaign Park District and the citizens of Champaign, Illinois, and accordingly hereby approves, declares, affirms, resolves, and ratifies such lease.

APPROVED, AFFIRMED, AND RATIFIED by the Board of Commissioners of the Champaign Park District this 13th day of September, 2023.

APPROVED:

Craig W. Hays, President

ATTEST:

Jarrod Scheunemann, Secretary

Lease #34146

ALL STATES
ICG F-1119
S-Rev A 6-75
(Formerly 1119)

THIS Indenture made as of the 2nd day of May, 1977

by and between Illinois Central Gulf Railroad Company, a corporation, as Lessor (hereafter called "Railroad"),
and CHAMPAIGN PARK DISTRICT

(hereafter called the "Lessee") whose billing and mailing address is 706 HOLIDAY PARK DRIVE
CHAMPAIGN, ILLINOIS 61820

WITNESSETH, that the parties hereto, for and in consideration of the performance of the covenants, conditions and agreements hereinafter expressed agree as follows:

1. Railroad leases to Lessee and Lessee leases from Railroad upon the terms, covenants and conditions herein contained the property outlined in red on print attached hereto and made a part hereof, hereafter called "Premises", located at or near
CHAMPAIGN

in the County of CHAMPAIGN, State of ILLINOIS
more particularly described as follows: 8,000 square feet, more or less, of railroad property as outlined in red on the print attached hereto and made a part hereof

for the term commencing on the 15th day of July, 1977, and ending on the 14th day of July, 1997, unless sooner terminated as hereinafter provided,

to be used exclusively as a site for public bike path and for no other purpose without the express written consent of Railroad. Lessee agrees to pay as rent for said demised premises the sum

of \$ 1.00 per annum, receipt of which is to be paid to the Railroad in acknowledged installments of \$ each in advance on the day of during the term hereof.

2. Lessee accepts this lease subject to all lawful outstanding existing liens and superior rights, if any, in and to said Premises, including, but not limited to, the Railroad Company's Consolidated Mortgage dated November 1, 1949, and supplements thereto, to Morgan Guaranty Trust Company of New York (Formerly Guaranty Trust Company of New York), Trustee, if the same is applicable to said Premises. Lessee agrees it shall not have any claim against Railroad for damages on account of any deficiency in title of Premises leased hereby and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to the return of a proportionate share of rent paid in advance without interest for any period in which Lessee is deprived of possession of Premises by title superior to that of Railroad.

3. The Lessee shall, in addition to the rental payments herein provided, pay all real estate taxes which may be levied against the demised premises. Provided, however, that if the demised premises are included in the Railroad's Unit Assessment, the real estate taxes which are the obligation of the Railroad shall be included in the rental. It is further provided and understood by the Lessee that in the event at any time during the term hereof or any extended term, the demised premises shall become locally assessed, then and in that event it shall become the Lessee's obligation to pay all such real estate taxes. Lessee agrees, pursuant to the terms, covenants and conditions of this lease, to promptly pay all such real estate taxes levied or assessed against the demised premises. Lessee agrees to pay any and all taxes assessed against any improvements which Lessee has placed or caused to be placed, on the demised premises or which are owned by the Lessee, whether assessed directly to the Lessee as owner or assessed against the Railroad as owner of the demised premises upon which such improvements have been placed.

Lessee further agrees to pay all other taxes, license fees or other charges which may become due or which may be assessed against the demised premises, Lessee, the business conducted on the premises or any improvements thereon. Lessee shall promptly reimburse Railroad for any items which may be paid by Railroad upon presentation by Railroad of bills for same. If the tenant shall fail to promptly reimburse the Railroad, all sums so paid by the Railroad shall be deemed additional rental and recoverable as such. In the event the premises hereby demised or any part thereof shall be subject to any special assessment for any public improvement or improvements, the rental shall be increased by twelve percent per annum of the amount of such assessments.

4. Lessee has examined Premises and knows the condition of said Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof have been made by the Railroad or its agents or employees prior to or at the execution of this lease that are not herein expressed. Lessee accepts Premises subject to any and all existing easements, Railroad facilities, pipe lines, telephone, telegraph, communication and signal lines or any other similar facilities together with any future installations thereof provided such future installations do not interfere with Lessee's use of Premises. Should it at any time become necessary to relocate any of Railroad's facilities by reason of this lease, or Lessee's use of Premises, Lessee shall bear and pay the cost of so doing.

5. No improvement shall be constructed by Lessee on the Premises without prior written consent of Railroad. Such consent shall not relieve Lessee of any responsibility otherwise imposed by law or the terms of this lease. Lessee shall not enter into any contract for labor, materials or services for improvements on Premises without stipulating that no lien shall arise or be claimed on account thereof against the title or interest of Railroad and that any such lien shall be limited to the interest of the Lessee and subject to the rights of Railroad under the terms of this lease. Prior to any construction Lessee shall furnish Railroad with copies of any contracts, contractors' sworn statement together with full and complete waivers of lien from all contractors, subcontractors, laborers, material men and others furnishing services or material to the Premises. DM

6. Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the ground as the same may now exist on Premises, nor shall Lessee put or permit any contaminous matter to enter into any drainage ditch or drain pipe on Premises. If it should become necessary to make any change or alteration in any existing drainage ditch, drain pipe or pipes on the surface or below the surface of the ground on Premises by reason of any improvements that Lessee may desire to construct thereon, Lessee shall, at its own expense, make such changes or alterations in a manner satisfactory to the Chief Engineer of Railroad or his authorized representative.

7. Lessee shall not erect or maintain or allow to be erected or maintained any building, structure or physical obstruction of any kind adjacent to or over any railroad track at distances less than those prescribed by lawful authority; and in the absence of any such clearances prescribed by lawful authority, no building, structure or physical obstruction shall be erected, maintained or allowed to exist within eight and one-half (8 1/2) feet of the center line of any railroad track or at a height of less than twenty-three (23) feet above the top of the rails of the track (with suitable increase in such clearances where required because of curvature and/or super-elevation of the track), except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the then current National Electrical Safety Code and in no case less than twenty-seven (27) feet, (twenty-five (25) feet in the case of wires or cables suspended from messengers), above the top of rails of any railroad track. Knowledge of or notice to Railroad of Lessee's failure to perform this covenant and Railroad's continued operation over any railroad track thereafter shall not be a waiver of this covenant.

8. Lessee will not use or suffer or permit to be conducted any trade or business on the herein leased premises which shall be, in the judgment of Lessor, offensive or obnoxious, and shall not cause, permit or suffer on said premises anything which may be or become a nuisance of annoyance or be obnoxious to Lessor, Lessor's other tenants, or to the neighborhood or surrounding premises, such as may cause or become cause for any action in damages by anyone, or which may invoke the action of duly constituted civil authorities in the performance of their duties maintaining the health, welfare and safety of its citizens, nor shall Lessee use said leased premises for any immoral or improper purposes. Lessee shall comply with all present and/or future regulations, rules and requirements of all federal governmental agencies, state governmental agencies and municipal agencies relative to the provisions regarding pollution of the environment. Lessee shall in no way pollute the premises or surrounding areas.

Lessee herein agrees that any permits granted by Lessor to Lessee under the terms of this lease shall not be construed as a waiver by Lessor of any of the prohibitions herein contained.

Failure of Lessee to remove, abate or discontinue such nuisance, or to remove the cause and/or effects of pollution of the environment within a period of thirty (30) days after notification by Lessor (or other duly constituted authority) to Lessee, shall be cause for Lessor to declare this lease terminated as of the end of the 30-day period.

9. Railroad shall have the right at any time, but not the obligation, to inspect Premises to assure itself that there has been compliance with the terms of this lease, but the exercise by Railroad of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this lease.

10. No signs or advertisements except those of the Lessee's business shall be displayed on Premises and shall not be erected so as to obstruct the view at grade crossings.

11. No intoxicating liquors shall be sold or dispensed on Premises without Lessee first obtaining written consent of Railroad and delivering to Railroad dram shop or other appropriate insurance in amounts prescribed by Railroad.

12. Lessee shall pay for all utility service brought to and/or consumed on the Premises and agrees that artificial lighting shall be by electricity only. Any electrical installation on Premises, where oil or flammable liquids are handled or stored, except in unbroken original containers, shall conform to and be maintained in accordance with the provisions of the then current edition of the National Electrical Code with respect to Class I Hazardous Locations. Lessee agrees that the portion of any track or siding, whether the property of Lessee or Railroad, upon which cars of flammable or explosive liquids are placed for storage, loading or unloading shall be adequately protected against the hazard of fire or explosion due to stray electrical currents or static discharge. This protection shall conform to the rules for recommended practice relative to the protection of said track or sidings from fire or explosion due to stray current as set forth in the then current specifications of the Association of American Railroads. Lessee will comply with all provisions of the then current AAR Circulars Nos. 17 and 17-F with respect to tank installations, storage and handling of anhydrous ammonia, including the unloading thereof from railroad tank cars. Lessee also agrees to comply with all applicable Federal, State, and Municipal Laws, Rules and Regulations governing the handling of flammable or explosive liquids and anhydrous ammonia.

13. Lessee agrees that at all times during the continuance of this lease it will exercise such care, and cause such precautions to be taken, as shall adequately protect the facilities, buildings and structures plus contents thereof on said Premises, and all property, of whatever description, including, but not limited to that belonging to the parties hereto, situated on Premises, against all dangers to which they may be exposed from fire regardless of cause.

14. Lessee agrees to assume, indemnify and save harmless Railroad against (a) any penalty or damage or charges imposed on Railroad for any violation of any laws or ordinances occasioned by the act or neglect of Lessee or those holding under Lessee, (b) any and all liability, loss, cost, damage and expense (including attorneys' fees), arising out of or from any accident or other occurrence on or about Premises or attributable to occupancy of Premises by Lessee or attributable to the operation of engines, cars or other equipment over and upon any side, spur, industry or other track connecting Premises with the main line of Railroad, or located on any part of Premises, causing injury to any person (including the parties hereto and their employees) or property (including that belonging to the parties hereto), and (c) all claims and any and all loss, cost, damage or expense, including, but not limited to, that occurring to the parties hereto, arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this lease. and/or caused by any contributory negligence of Lessee.

~~15. Lessee agrees to indemnify and save harmless Railroad, its employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, employees, agents, officers, patrons and licensees of the parties hereto, and agrees to indemnify and save harmless Railroad, its employees and agents and assume all risk, responsibility and liability for loss, damage or injury to any property, and agrees to pay for all loss or damage to property of Railroad or property in its custody or possession, including loss of use thereof, together in all cases with all liability for any expenses, attorneys' fees and costs incurred or sustained by Railroad, arising from or in any manner of degree attributable to the existence of or storage of explosive material or other inherently dangerous commodities on Premises regardless of any negligence of Railroad.~~

caused by any contributory negligence of Lessee

16. Lessee agrees at all times during the term hereof, at its own expense, to keep the improvements on the demised premises insured against loss by fire and those risks now or hereafter normally covered by the term "extended coverage" for not less than one hundred percent (100%) of their full insurable value in companies acceptable to the Railroad. Lessee further agrees Railroad shall be named as one of the insured and furnished a duplicate original of said insurance policy which shall further provide for thirty (30) days prior written notice to Railroad of any change in coverage or cancellation thereof.

As a further consideration Lessee agrees, at Lessee's sole cost, to secure, prior to the effective date of this lease, and to keep in effect at all times during the term hereof, a policy of insurance satisfactory to Railroad insuring Railroad from and against any and all damages, claims, demands, causes of action, suits, judgments, attorneys' fees, costs and expenses resulting or arising from death of or injury to persons whomsoever, or loss or destruction of or damage to property whatsoever and to whomsoever belonging, resulting from, growing out of or incidental to the use or occupancy of Premises, or any part thereof, ~~by Lessee or any person or persons whomsoever, with or without the consent of Lessee, or arising from or growing out of Railroad operation or maintenance by Railroad, or from any causes whatsoever.~~ Said liability policy shall provide coverage of not less than Three Hundred Thousand Dollars (\$300,000) for death or injury to one person, and not less than Five Hundred Thousand Dollars (\$500,000) for death or injury to more than one person occasioned in any one accident or occurrence, and not less than One Hundred Thousand Dollars (\$100,000) for loss or destruction of or damage to property. It is understood and agreed by Lessee that furnishing of such policy of insurance and the acceptance by Railroad is not intended to and shall not limit, affect or modify the obligations of Lessee under any provisions of this lease. Said insurance policy shall specifically refer to and cover the indemnity provided under this lease and shall further provide for thirty (30) days prior written notice to Railroad of any change in coverage or cancellation thereof. A certificate of insurance evidencing the insurance required hereunder, and any renewal thereof, shall be furnished Railroad.

17. The Lessee agrees, if requested by Railroad, that it will at its own expense erect and maintain a good substantial fence or barricade on Premises separating the same from other property of Railroad on which Railroad operations are conducted.

18. If Lessee fails to substantially begin compliance with any obligations under the terms of this lease after receiving ten (10) days written notice from Railroad, the Railroad may, at its option, perform such obligations at the sole cost and risk of Lessee. Cost of work performed by Railroad for Lessee's account as referred to in this lease is hereby defined to be the cost of labor and material furnished by Railroad and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also included will be the cost of vacation allowance, paid holiday allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the term "Cost" is defined to include taxes payable by Railroad under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Bills covering such cost and expense as herein defined shall be paid by Lessee within fifteen (15) days after the receipt thereof.

19. Failure or delay of Railroad to require full compliance with any one or more of the terms of this lease shall not be held as a waiver of a right to subsequently insist upon such compliance.

20. If for a period of five (5) days the rent, or any part thereof, shall be unpaid on the day when due, or if default shall be made by Lessee for a period of ten (10) days after written notice in keeping or performing any of the other covenants or agreements herein contained, or if bankruptcy, insolvency, receivership, foreclosure or any similar proceedings affecting Lessee shall be instituted and not dismissed for said period, Railroad may at its election declare this lease terminated and the term provided for herein shall be ended. An abandonment of the Premises by Lessee for a period of thirty (30) days shall operate at the election of Railroad as termination of this lease without notice. Failure of Lessee to occupy or use Premises for the purposes above specified shall at the election of Railroad be deemed an abandonment. Whenever or however ended Railroad shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of Premises and any improvements thereon, and to remove therefrom the Lessee and/or any person or persons occupying Premises or any and every part thereof, and any and all effects that may be then on Premises or any part thereof, using such force as may be necessary, and to repossess and enjoy Premises. When the term of this lease shall be ended for any cause Lessee covenants and agrees to give up and surrender to Railroad peaceably and immediately Premises and Railroad owned improvements thereon without further demand or notice and in good order, repair and condition, reasonable wear and tear excepted, failing which Railroad may restore Premises and improvements to good order, repair and condition at the sole cost and risk of Lessee. Termination of this lease shall not affect the Railroad's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Railroad from pursuing such other actions or proceedings as it may deem advisable. All sums due and unpaid under the terms of this lease shall bear interest at the maximum permitted rate under law.

21. If the term of any lease made by the Lessee for any premises leased from Railroad shall be terminated or terminable after the making of this lease because of any default by the Lessee under any such lease, such fact shall empower the Railroad, at the Railroad's sole option, to terminate this lease by notice to the Lessee.

22. This lease is made subject to the approval of any Governmental authority having jurisdiction thereover.

23. ~~XXXXXX~~ ~~XXXXXX~~ may terminate this lease and the tenancy hereby created at any time by giving ~~XXXXXX~~ sixty (60) days notice of such intention. No termination of this lease shall release the parties, or either of them, from any liability or obligation that accrued prior to said termination. In the event this lease is terminated pursuant to Paragraph 23 any unearned prepaid rentals made by the Lessee under the terms and conditions of this lease shall be refunded to the Lessee on a prorata basis less any other monies which may be due Railroad.

24. All notices to be given to Lessee shall be considered as having been properly given upon mailing such notice by certified U. S. mail, postage prepaid, addressed to Lessee at its billing and mailing address set out heretofore. For the purposes of effectuating termination of this lease, as provided in Paragraph 23 hereof, notice may be served upon lessee by (a) personally delivering notice of termination to Lessee; (b) by personally delivering notice to any of Lessee's employees on premises; (c) by posting said notice of termination on premises; or (d) by mail as above provided. Utilization of any one or more of such methods for giving

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notice of termination of lease shall be considered to be proper notice to the Lessee. All notices to the Railroad shall be addressed to the Manager-Real Estate Operations, 233 North Michigan Avenue, Chicago, Illinois-60601, by U.S. certified mail, return receipt requested, and shall be considered as having been properly given when actually received by the Railroad.

25. The Lessee shall at its own expense remove or cause to be removed all buildings, structures, foundations, footings, materials, signs or signboards, debris or other articles or facilities owned or used by Lessee or placed on, above or below the surface of the premises by Lessee or by any person, firm or corporation, or former Lessee, through which the Lessee does or did at any time obtain a clear position of the premises whether by assignment or otherwise. Lessee agrees to restore the premises to a condition satisfactory to the Railroad.

It is expressly understood by the Lessee that until such time as the premises are surrendered to the Railroad free and clear of all buildings, structures, foundations, footings, materials, signs or signboards, debris or other articles or facilities owned by the Lessee and the premises are restored to a neat and orderly condition satisfactory to the Railroad, the Lessee shall be liable to the Railroad for such rental as the Railroad may from time to time determine. The Lessee shall also be liable to the Railroad for any and all losses and/or damages which the Railroad may sustain or become liable for resulting from the failure of the Lessee to restore the premises to a neat and orderly condition. The Railroad may at its sole election remove or dispose of any such property without any liability whatsoever to Lessee, and charge the Lessee for all cost and expense incidental to such removal, or if Railroad elects not to remove the improvements, they shall become the property of the Railroad.

26. Lessee agrees at its expense to comply with all the obligations imposed upon it under the terms of this lease and with all laws, rules, regulations and requirements of any Governmental authority having jurisdiction over Premises, the public ways adjacent thereto, the business conducted thereon, or the Lessee or Railroad. Lessee agrees to comply with the then current Association of American Railroad specification and circulars and other standards which will be furnished to Lessee upon written request to Railroad.

27. The invalidity or unenforceability of any provision of this lease shall not affect or impair any other provision.

28. Acceptance of money by the Railroad from Lessee after any default by Lessee or after the expiration of the agreement or after the service of any notice or after the commencement of any suit, or after final judgment for possession of said property, shall not waive such default or reinstate, continue or extend the term of the lease or affect any such notice or suit, as the case may be.

29. Lessee shall not assign this lease or sublet the demised Premises or any part thereof, without the written consent of the Railroad. Lessee shall not allow or permit any transfer of this lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge or encumber this lease or any interest herein. In the event the Lessee shall violate any of the covenants contained in this Paragraph 29, the Railroad may at its option terminate this lease without any notice whatsoever to the Lessee.

30. If the whole or any part of the demised Premises shall be taken or condemned by any competent authority for any purpose, or is sold by the Railroad under the threat of condemnation, the term of this lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. Current rent shall be apportioned as of the date of such termination and lessee shall have no right to share in the condemnation award or sales proceeds.

31. All of the covenants, agreements, conditions and undertakings contained in this lease shall be binding upon and inure to the benefit of the legal representatives, successors or assigns of the respective parties hereto.

32. Lessee hereby constitutes and irrevocably appoints any attorney of any court to be the true and lawful attorney of Lessee, and, in the name, place and stead of Lessee, to appear for Lessee in any court of record at any time in any suit or suits brought against Lessee for the enforcement of any right hereunder by Lessor, to waive the issuance and service of process and trial by jury, and from time to time, to confess judgment or judgments in favor of Railroad and against Lessee for any money due hereunder by Lessee to Railroad and for costs of suit, and for a reasonable attorney's fee in favor of Railroad to be fixed by the court; and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no appeal shall be prosecuted from such judgment or judgments, and that no proceedings in chancery or otherwise shall be filed or prosecuted to interfere in any way with the operation of such judgment or judgments or of any execution issued thereon or with any supplemental proceedings taken by Railroad to collect the amount of any such judgment or judgments and to consent that execution on any judgment or decree in favor of Railroad and against lessee may issue forthwith.

33. It is expressly agreed by and between the parties hereto that all of the agreements, terms and covenants contained in this lease are the only agreements entered into between the parties affecting the demised premises. The Lessee expressly acknowledges that the Railroad has made no agreements affecting the demised premises except those as are expressed therein.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate original as of the day and year first above written.

Illinois Central Gulf Railroad Company

By *J. G. Hill*
Manager - Real Estate Operations

Filed 0/21/77
Ent. R. B. 0/21/77

APPROVALS OF RAILROAD
Accounting *C. K. Arade 2/7/77*
For Vice President & Comptroller
Form *John F. Beer*
Attorney
Execution *John F. Beer*
Attorney
attached to
6/11/77

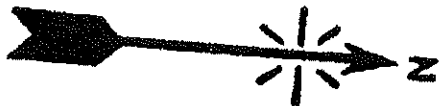
CHAMPAIGN PARK DISTRICT

BY: *Patricia H. Deenhard*
Pres

Tax Rec. _____
Tax _____

Corporation must sign by duly authorized officer.
All partners in partnership must sign.

Mote



TO CLINTON
121

W. R. Arthur

AREA = 8000 ±

P5771464
MP 2.65
T 427320
JPE 879836



115+20 PT
271.058 DPT. 114+68
113+81

Δ - 26.49

T 19 N R B W

Cooper Slough

106+268 P.C.C. 3'00" L

102+63

W. R. Arthur

Δ - 15° 16'

Iron Gate

100

Iron Gate

W. R. Arthur

I.C.G.R.R. CO.
REAL ESTATE DEPT.
CHICAGO, ILL.
NEAR CHAMPAIGN, ILL.

SCALE: 1" = 200' DATE: 7 5 7E

This Lease cancels and supersedes Lease No. 34146 dated May 2nd, 1977 between Illinois Central Gulf Railroad Company and Champaign Park District as well as all subsequent extensions and amendments.

PROPERTY LEASE AGREEMENT
Lease No. 2070/3015841

THIS Property Lease Agreement (“Lease”) made as of the 19th day of May, 2023, by and between **ILLINOIS CENTRAL RAILROAD COMPANY** as Lessor (hereinafter called “Railroad”), with offices located at 17641 S Ashland Ave, Homewood, IL 60430 and **CHAMPAIGN PARK DISTRICT**, whose mailing address is 706 Kenwood Road, Champaign, Illinois, 61821 and whose telephone number is 217-819-3829 and email address is billing@champaignparks.org as Lessee (hereinafter called the “Lessee”).

WITNESSETH, that the parties hereto, for and in consideration of the performance of the covenants, conditions and agreements hereinafter expressed, agree as follows:

1. **LEASE OF PREMISES.** Railroad leases to Lessee and Lessee leases from Railroad, upon the terms, covenants and conditions herein contained, the use of the property consisting of 1.47 acres, more or less, as shown Exhibit A, attached hereto and made a part hereof, (hereinafter called the “Premises”), located at or near Milepost 2.67 – 3.16, Champaign Subdivision at, County of Champaign, State of Illinois.

The Premises are to be used by Lessee and Lessee’s Agents, Contractors, Licensees and Invitees exclusively for a site for a bike path; and for no other purpose without the express written consent of Railroad.

2. **TERM.** The term of this Lease shall be for an initial term of TEN (10) YEARS commencing on the 15th day of July, 2017, and ending at 12:00 AM CST on the 14th day of July, 2027, unless sooner terminated or renewed as hereinafter provided.

3. **RENTAL.** Lessee agrees to pay as rent for the Premises the amounts shown as follows, payable advance.

Rent Schedule

Year	Term	Rent for Term
1-5	07-15-2017 to 07-14-2022	\$ 200.00
6-10	07-15-2022 to 07-14-2027	\$ 250.00

Although Lessee’s right to possession of the Premises shall terminate when the term of this Lease has expired or is terminated prior to such expiration in accordance with the provisions of this Lease, Lessee’s obligations under this Lease, including but not limited to the obligation to pay rental, taxes and assessments, and utilities, shall continue until Lessee delivers possession of the Premises to Railroad in the condition required by this Lease. Any payment that is not received by Railroad by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated from the due date to the date of receipt, or the maximum rate allowed by law, whichever is less. In addition to payment of interest to cover loss of use of the funds, Lessee must pay a late payment

charge of \$100.00 to cover Railroad's cost of administration resulting from each such late payment.

Lessee shall arrange for and pay the cost of any utility service that is desired or required with respect to Lessee's use of the Premises. If Railroad pays any utility charges which are Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

4. LEASE SUBJECT TO SUPERIOR RIGHTS. Lessee accepts this Lease subject to all existing liens, encumbrances, mortgages and other superior rights, if any, in and to said Premises. Lessee agrees it shall not have any claim against Railroad for damage on account of any deficiency in title of the Premises and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to the return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of Premises by a claim of title superior to that of Railroad. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing conduits, sewers, water lines, gas lines, power lines, cable lines, fiber optic lines, drainage, telephone, telegraph, or other wires, and poles and utilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this Lease, Lessee shall bear and pay that cost. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Railroad, and other lessees, grantees and permittees of Railroad, access over and through the Premises on these existing roadways, easements, permits or licenses should such access be deemed necessary by Railroad. Railroad hereby reserves unto itself and its grantees and licensees: (a) the right and easement to install, construct, use, operate, maintain, repair and replace any pipe, conduit or tunnel, and any electric, cable, fiber optic, communication or signal transmission lines, together with poles and guys therefore, as may now exist or may hereafter be placed upon, under or over the Premises, (b) all ores and minerals of any kind or nature, whether on or underlying the surface of the Premises, together with the full and exclusive right, privilege and license to explore, protect, conserve, mine, extract, remove and market such minerals, and (c) all railroad operating rights, if any, associated with the Premises under applicable law; it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee further agrees that Railroad shall not be responsible for the care or maintenance of such roadways, easements, permits or licenses. Railroad makes no covenant for quiet enjoyment of the Premises. Lessee assumes any damage Lessee may sustain as a result of, or in connection with, any want or failure at any time of Railroad's title to the Premises.

5. PREMISES ACCEPTED AS IS. Lessee has examined the Premises, knows the condition of the Premises, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Railroad or its agents or employees prior to or at the execution of this Lease that are not herein expressed. Lessee accepts the Premises "AS IS, WHERE IS", subject to all existing conditions, including but not limited to any existing easements, railroad facilities, pipe lines, telephone, telegraph, communication and signal lines or any other similar facilities. Lessee also acknowledges that Railroad shall have the right to make future installations from time to time of any of the aforementioned types of facilities, provided such future installations do not unreasonably interfere with Lessee's use of the Premises. Should it at any time become necessary to relocate any of

Railroad's facilities by reason of the Lease, or Lessee's use of Premises, Lessee shall bear and pay the cost thereof.

6. TAXES/SPECIAL ASSESSMENTS AND UTILITIES

(a) In addition to rental payment provided for herein, Lessee shall be responsible for general real estate taxes and general and special assessments levied against the Premises and/or improvements located thereon. Lessee shall pay taxes and assessments applicable to the Premises promptly upon receipt of a statement from Railroad, which shall be delivered to Lessee when Railroad receives bills from the taxing authority. If general real estate taxes are paid in arrears, the first payment required to be made by Lessee shall be based on an appropriate proration of the tax bill received by Railroad that covers the Premises. Upon termination of this Lease, Lessee shall be obligated to pay taxes and assessments applicable to the Premises up to and including the effective date of said termination, which obligations shall be determined on the basis of the most recent tax bill covering the Premises. If the Premises are included with other property in a single tax bill, the amount of the taxes attributable to the land in the Premises shall be determined on a square-foot basis. If the Premises are not locally assessed, but are included in Railroad's unit assessment which applies to Railroad's operating property, Lessee shall receive an estimated statement from Railroad for general real estate taxes attributable to the Premises while the Premises are included in Railroad's unit assessment. Any improvements located on the Premises that are owned by Lessee are to be assessed directly to Lessee, and Lessee must pay all taxes attributable to such improvements before such taxes become overdue. In addition to general real estate taxes and assessments attributable to the Premises, Lessee shall also be responsible for all other taxes, license fees and charges which may be assessed during the term of this Lease against the Premises, any improvements thereon or Lessee's occupancy or operations thereon. If Railroad pays any tax, assessment or charge which is Lessee's obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

7. IMPROVEMENTS BY LESSEE -- RAILROAD CONSENT REQUIRED.

No improvement shall be installed or constructed on the Premises by or on behalf of Lessee unless Railroad has received a complete set of plans and specifications for such improvement and Railroad's authorized representative has given prior written consent thereof. Railroad's consent to any improvement of the Premises shall not result in an assumption of any responsibility or liability by Railroad arising from the installation or construction of any improvement, which shall be at the sole risk and expense of Lessee. Lessee shall not permit any lien or claim of lien to be filed against Railroad or the Premises with respect to any improvement installed or constructed on the Premises by or on behalf of Lessee. Lessee hereby waives its right to a lien with respect to any such improvement and shall require a waiver of lien against Railroad and the Premises by any party or parties who furnish labor, material or services with respect to an improvement of the Premises, such waiver to be delivered to and received by Railroad before any work is performed on the Premises. **FURTHERMORE, EACH PARTY WHO FURNISHES SUCH LABOR, MATERIAL OR SERVICES MUST AGREE IN WRITING TO BE DELIVERED TO AND RECEIVED BY RAILROAD BEFORE ANY WORK IS PERFORMED ON THE PREMISES (I) TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY LIABILITY ARISING IN CONNECTION WITH WORK TO BE PERFORMED ON THE PREMISES, AND (II) TO INSURE RAILROAD AGAINST ANY SUCH LIABILITY**

BY A POLICY OF INSURANCE WHICH IS SATISFACTORY TO RAILROAD'S AUTHORIZED REPRESENTATIVE. PRIOR TO COMMENCEMENT OF ANY WORK ON THE PREMISES, LESSEE SHALL DELIVER TO RAILROAD COPIES OF ALL CONTRACTS AND INSURANCE POLICIES RELATIVE TO IMPROVEMENT OF THE PREMISES. LESSEE AND/OR THEIR CONTRACTOR(S) WILL BE REQUIRED TO OBTAIN AND CARRY A RIGHT OF ENTRY AGREEMENT FROM THE MANAGER, PUBLIC WORKS OR AN AUTHORIZED RAILROAD REPRESENTATIVE THEREOF PRIOR TO ACCESSING THE PREMISES.

Thomas Brasseur
Manager, Public Works
24002 Vreeland Road
Flat Rock, Michigan 48134
email: thomas.brasseur@cn.ca

8. LESSEE'S USE TO COMPLY WITH LEGAL REQUIREMENTS AND SHALL AVOID HAZARDS, NUISANCE, ETC.

(a) Lessee agrees at its sole risk and expense to comply with all obligations imposed on it and on its use of the Premises under the terms of this Lease and any and all applicable laws, rules, regulations and requirements imposed by any governmental authority with jurisdiction over Lessee, Railroad or the Premises, any public ways adjacent to the Premises and/or the business conducted by Lessee on the Premises. Lessee also agrees to comply with current circulars, specifications and standards (as they may be revised from time to time) imposed by the Association of American Railroads or any similar organization with respect to railroad operations on or in the vicinity of the Premises, copies of said circulars, specifications and standards being available for delivery to Lessee by Railroad upon written request.

(b) During the term of this Lease, Lessee shall maintain in good and safe condition and in good order and repair, the Premises and all improvements thereon (except for railroad improvements to be maintained by Railroad or public improvements to be maintained by appropriate public bodies or public utilities), all at Lessee's sole risk and expense. Lessee shall also keep any sidewalks on or abutting the Premises in good order, repair and safe condition, unobstructed and free from snow and ice.

(c) Lessee shall not erect or maintain any building, structure or physical obstruction of any kind adjacent to or over any railroad track at distances less than those prescribed by lawful authority, but in no event shall said distances be less than (i) eight and one-half (8 1/2) feet horizontally from the center line of any track, measured at right angles (said horizontal minimum clearance with respect to curved tracks to be increased by one inch for each degree of curvature); and (ii) twenty-five (25) feet vertically above top of rail (except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet [twenty-five (25) feet in case of wires or cables suspended from messengers] above the top of rails), unless lesser distances are prescribed by lawful authority and approved, in writing by Railroad. However, any written approval by Railroad shall not relieve Lessee from any risk arising from establishment of clearances less than those specifically provided above. Lessee shall be responsible for ascertaining

all clearance requirements imposed by lawful authority and Lessee hereby acknowledges that since Railroad's crews are not able to make precise measurements during normal operations, Railroad's continued operation of a track with clearances less than those prescribed herein shall not be a waiver of the requirements set forth herein.

(d) Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the Premises, nor shall Lessee put or permit any contaminous matter to enter into any drainage ditch or drain pipe on Premises. If it should become necessary to make any change or alteration in any existing drainage ditch, drain pipe or pipes on the surface or below the surface of the Premises by reason of any improvements that Lessee may desire to construct thereon, Lessee shall, at its own risk and expense, make such changes or alterations in a manner satisfactory to the authorized officer of Railroad.

(e) Lessee agrees that at all times during the term of this Lease, Lessee shall exercise due diligence to protect the Premises and all property located thereon and in the vicinity thereof against any danger of fire from any cause whatsoever. Without limiting the generality of the foregoing, Lessee specifically agrees that artificial lighting shall be by electricity only and that flammable or explosive substances shall be adequately protected from hazards of fire and explosion and meet the requirements set forth in the then current edition of the National Electrical Safety Code with respect to Class I Hazardous Locations, the current specifications of the Association of American Railroads, and applicable federal, state and municipal laws, rules and regulations governing handling of flammable or explosive substances.

(f) Lessee shall not cause or permit any Hazardous Material to be treated, stored, generated or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, subcontractors or invitees, or any related persons or entities, without first obtaining Railroad's written consent and in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities and the various departments thereof. **DURING THE TERM OF THIS LEASE, IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON OR IN THE PREMISES EXCEPT AS PERMITTED ABOVE, OR IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON, IN, OR FROM THE PREMISES IN VIOLATION OF LOCAL, STATE, OR FEDERAL LAW, OR IF THE PREMISES OR SURROUNDING, ADJACENT OR NEARBY PROPERTY BECOMES CONTAMINATED IN ANY MANNER FOR WHICH LESSEE IS LEGALLY LIABLE, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY AND ALL CLAIMS, DAMAGES, FINES, JUDGMENTS, PENALTIES, COSTS, LIABILITIES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, A DECREASE IN VALUE OF THE PREMISES, DAMAGES CAUSED BY LOSS OR RESTRICTION OF RENTABLE OR USABLE SPACE, OR ANY DAMAGES CAUSED BY ADVERSE IMPACT ON MARKETING OF THE SPACE, AND ANY AND ALL SUMS PAID FOR SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT, AND EXPERT FEES) ARISING DURING OR AFTER THE LEASE TERM. THIS DEFENSE, INDEMNIFICATION AND HOLDING HARMLESS INCLUDES, WITHOUT LIMITATION, ANY AND ALL COSTS INCURRED BECAUSE OF ANY INVESTIGATION OF CONTAMINATION OR VIOLATION OF LOCAL, STATE OR FEDERAL LAW, OR ANY CLEANUP, REMOVAL, OR RESTORATION MANDATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT OR AGENCY THEREOF.** Without limitation of the foregoing, if Lessee

causes or permits the presence of any Hazardous Material on the Premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Material on the Premises. Lessee shall first obtain Railroad's approval for any such remedial action. As used herein, "Hazardous Material" means and includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), and Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future. For purposes of this Lease, "Hazardous Material" shall include petroleum and any fraction thereof.

(g) Lessee shall not permit any activity on the Premises which could reasonably be construed as a nuisance or annoyance to owners or occupants of property in the vicinity of the Premises or which might result in a claim of interference or risk to the health, welfare and/or safety of the community. Lessee shall not dispose of "Solid Waste" on the Premises; as such term is defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.). Lessee shall in no way pollute the Premises or any surrounding property. Railroad shall be the sole and exclusive judge as to whether any activity permitted by Lessee on the Premises violates the requirements of the foregoing provision. Failure by Lessee to immediately abate or discontinue any nuisance or annoyance claimed by Railroad or to immediately remove the cause and effects of any pollution shall be considered a default under the provisions of this Lease.

(h) The parties hereby acknowledge that sale or dispensation of intoxicating liquors on the Premises is prohibited, unless specifically permitted by an amendment to the Lease that is signed by Railroad's authorized officer. Such amendment shall require, among other things, that Lessee furnish dram shop insurance or other appropriate insurance protecting Railroad from the risks incident to such sale or dispensation,

(i) Lessee shall be prohibited from placing or allowing on the Premises any signs other than a reasonable sign advertising Lessee's business being conducted at the Premises or a "For Sale/Lease" sign on any building owned by Lessee and located on the Premises. The size and location of any such permitted sign is subject to Railroad's approval.

9. **INDEMNIFICATION.** AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LEASE WOULD NOT HAVE BEEN ISSUED AND TO THE EXTENT PERMISSIBLE BY LAW, LESSEE AGREES, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES, AND RELATED PERSONS AND ENTITIES, TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE "RAILROAD PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD OR ANY OF RAILROAD

PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED OR OTHERWISE):

(a) FOR DEATH OF, OR BODILY INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO OR IN THE CUSTODY OR CONTROL OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE ISSUANCE OR EXERCISE OF THIS LEASE OR THE FAILURE OF LESSEE TO CONFORM TO ALL THE CONDITIONS OF THIS LEASE, WORK PERFORMED BY RAILROAD FOR LESSEE UNDER THE TERMS OF THIS LEASE, THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY FACILITIES INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LESSEE ON OR IN THE VICINITY OF THE AREA COVERED BY THE LEASE, AND

(b) FOR DEATH OF, OR BODILY INJURY TO, THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, AND RELATED PERSONS AND ENTITIES OF LESSEE, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY AND CONTROL OF LESSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE PREMISES.

It is the intention of the parties hereto that Lessee shall be solely responsible for all such destruction or damage to property or for bodily injury to death of persons which would not have occurred if the Premises had never been leased. The word "Railroad" as used in this Section shall include the assigns of Railroad and any other railroad company that may be operating upon and over any tracks crossing the Premises. At the election of Railroad, Lessee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

10. INSURANCE. Lessee shall provide and maintain in effect during the term of this Lease commercial general liability insurance (occurrence based), including public liability, property damage, and comprehensive liability covering liability assumed by Lessee under the provisions of Lessee's covenants herein. Such insurance shall have a minimum combined single limit of liability of \$5,000,000, with an aggregate of not less than \$10,000,000. The insurance shall not contain an exclusion for either damage occurring on, near or adjacent to railroad property. Such insurance shall be primary and non-contributory.

Lessee shall provide and maintain in effect during the term of this Lease Environmental Legal Liability Insurance applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims, or compliance with statute; all in connection with any loss from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances. Coverage shall be maintained in an amount of not less than \$2,000,000 per pollution incident, with an annual aggregate of not less than \$10,000,000. Such insurance shall be primary and non-contributory.

Lessee shall also keep its personal property, fixtures, and any buildings and improvements constructed or placed on the Premises by Lessee insured with "Causes of Loss – Special Form" (or equivalent) insurance in an amount to cover one hundred percent (100%) of the replacement cost of such property, fixtures, buildings and improvements.

All insurance required hereunder shall be in companies and form acceptable to Railroad and such insurance policies shall be endorsed to name Railroad as an additional insured party and to provide not less than thirty (30) days to Railroad of any cancellation thereof or any material change in coverage. Lessee agrees to cause all insurance policies to contain a waiver of subrogation against Railroad, its owners, directors, officers, employees and agents (the "Railroad Parties") and to be so written that the insurers shall have no claim or recourse of any kind whatsoever against Railroad, Railroad Parties, or the Premises. Lessee shall furnish to Railroad complete copies of all such insurance policies with evidence of payment and premiums therefore. The providing of said insurance coverage and Railroad's acceptance thereof shall not be deemed a limitation or modification of the liability or obligations of Lessee as provided in this Lease, but shall be additional security therefore.

11. DEFAULT.

(a) If Railroad does not receive in full any installment of rent by the date such payment is due and such default continues for a period of ten (10) days, or if Lessee shall default in the performance of any other covenants or agreements herein contained and such default continues for a period of ten (10) days after Railroad delivers written notice thereof to Lessee, or if bankruptcy, insolvency, receivership, foreclosure of any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of ten (10) days, or if Lessee abandons the Premises for a period of thirty (30) days, Railroad may, in any such instance, at its election treat such occurrence as a breach of this Lease and have one or more of the following described remedies, in addition to any and all remedies available at law or in equity.

(i) Railroad may terminate this Lease and the term created hereby, in which event Railroad may forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the value of the rent and additional rent provided to be paid by Lessee for the Premises for the balance of the stated term of the Lease, less the fair rental value of the Premises for said period (and the result thereof shall then be reduced to its present value using a discount rate of 10%), and any other sum of money and damages owed by Lessee to Railroad.

(ii) Railroad may terminate Lessee's right of possession and may repossess the Premises by any lawful means, without further demand or notice of any kind to

Lessee and without terminating this Lease, in which event Railroad shall, to the extent it is required by law to mitigate any damages, relet all or any part of the Premises, for such rent and upon such terms as shall be commercially reasonable and satisfactory to Railroad (including the right to relet the Premises for a term greater or lesser than that remaining under the term of this Lease and the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Railroad is authorized to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient and if Railroad shall fail or refuse to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying the costs and expenses of such repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Railroad as damages a sum equal to the amount of the rent and additional rent reserved in this Lease for such period or periods, or, if the Premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefor from time to time, and Lessee agrees that Railroad may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Railroad hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Railroad.

Lessee hereby agrees that to the extent any of the foregoing notice periods provided in this Article 11 and elsewhere in this Lease are greater than the notice periods required under the applicable state statutes, such greater notice periods as are provided for herein shall substitute for any such statutory notice periods, and any notices given pursuant to the terms hereof shall be deemed the notice required by any such statute.

(b) Whenever or however this Lease or Lessee's right to possession is terminated, Railroad shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of Premises and any improvements thereon, and to remove therefrom Lessee and any and all effects that may be then on the Premises, using such force as may be necessary, and to repossess and enjoy the Premises. When the term of this Lease shall be ended for any cause, Lessee covenants and agrees to give up and surrender to Railroad peaceably and immediately the Premises and all improvements thereon without further demand or notice, and in good order, repair and condition, failing which Railroad may restore the Premises and improvements to good order, repair and condition at the sole risk and expense of Lessee. Termination of this Lease shall not affect Railroad's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Railroad from pursuing such other actions or proceedings, as it may deem advisable.

(c) Lessee agrees that Railroad shall at all times have the right to distrain for rent due, and shall have a first lien upon all building, structures or other personal property of Lessee on the Premises, whether exempt by law or not, as security for the payment of the rent and other amounts to be paid hereunder, and the faithful performance of the covenants herein contained, and in the event of default on the part of Lessee in any respect under this Lease, Railroad shall have the right to take the said property and sell it at public auction, giving such notice as is required by

law and from the proceeds of such sale to pay all rents, expenses or other amounts which may at such time be due, and to pay over to Lessee the surplus moneys arising from such sale.

(d) If Lessee fails to substantially begin compliance with any obligations under the terms of this Lease after receiving ten (10) days written notice from Railroad, Railroad may, at its option, perform such obligations at the sole risk and expense of Lessee. Cost of work performed by Railroad for Lessee's account as referred to in this Lease is hereby defined to be the cost of labor and material furnished by Railroad and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also added shall be the cost of vacation allowance, paid holiday allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the cost shall include taxes payable by Railroad under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Lessee shall pay bills covering such cost and expense as herein defined within fifteen (15) days after the receipt thereof. Bills not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum rate allowed by law, whichever is less.

(e) In the event that Railroad shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Lessee's covenants and agreements under this Lease, Lessee shall reimburse Railroad for all such costs, expenses and attorneys' fees as additional rent hereunder.

(f) Acceptance of money by Railroad from Lessee after any default by Lessee or after the expiration of the term of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall not waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be.

12. TERMINATION OF THIS LEASE/NOTICE OF SUBSTANTIAL CHANGE.

(a) Railroad shall have the right at any time in its sole and absolute discretion to terminate this Lease and recover possession of the Premises by delivery to Lessee of thirty (30) days prior written notice of Railroad's election. Railroad shall also give Lessee thirty (30) days prior written notice before a substantial change occurs which effects Lessee's rights herein. If this Lease is terminated pursuant to this Section without any default by Lessee, Lessee shall be entitled to refund of the balance of the security deposit, if any, and unearned prepaid rental, which is not required to satisfy Lessee's obligations.

(b) Upon termination of this Lease by expiration of the term, election of Railroad, or pursuant to any provision of this Lease, Lessee shall remove all buildings, structures, foundations, footings, materials, signs, debris or other articles or facilities owned or used by Lessee, above or below the surface of the premises by Lessee, or by any person, firm or corporation or former Lessee through which the Lessee does or did at any time obtain a clear position of the premises whether by assignment or otherwise. Lessee agrees to restore the premises to a condition satisfactory to the Railroad. Lessee shall be responsible to leave the Premises in a neat, safe and clean condition and if Lessee fails to do so, Railroad shall have the right to perform necessary

work at the sole risk and expense of Lessee. Termination date of said Lease will not be in effect until all buildings and structures, if any, are removed from the Premises and all rental payments and any and all costs incurred by the Railroad, if any, are paid by Lessee.

(c) Railroad shall have the right, but not the duty, to require Lessee to remove from the Premises any improvement which is installed or constructed on the Premises by Lessee, said removal to be performed at Lessee's sole risk and expense, and if Lessee fails to so perform Railroad shall have the right to perform necessary work to remove said improvement and to restore the Premises, all at the sole risk and expense of Lessee.

(d) No termination of this Lease shall release either party hereto from any liability or obligation that has accrued prior to said termination.

13. SUCCESSORS AND ASSIGNS -- NO ASSIGNMENT PERMITTED WITHOUT RAILROAD CONSENT.

(a) Lessee shall not have the right to assign this Lease or to sublet the Premises or any part thereof, without the prior written consent of Railroad, which may be withheld for any reason or no reason. Lessee shall not allow or permit any transfer of this Lease or any interest hereunder by operation or law and shall not convey, mortgage, pledge or encumber this Lease or the Premises. Any attempted assignment, sublease or transfer of this Lease shall be void if not made pursuant to Railroad's prior written consent.

(b) This Lease and all covenants, agreements, terms and conditions contained herein shall be binding upon and inure to the benefit of the successors, assigns and transferees of Railroad and the permitted successors, assigns and transferees of Lessee.

14. MISCELLANEOUS.

(a) If the whole or any part of the Premises shall be taken or condemned by any competent authority for any purpose, or is sold by Railroad under the threat of condemnation, the term of this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. Current rent shall be apportioned as of the date of such termination and Lessee shall have no right to share in the condemnation award or sales proceeds.

(b) Railroad shall have the right at any time, but not the obligation, to inspect Premises to assure itself that there has been compliance with the terms of this Lease, but the exercise by Railroad of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this Lease. Railroad shall have the right, during the period of ninety (90) days prior to the expiration or other termination of the term hereof, to post on the Premises notices of "For Rent" or "For Sale" and to show the Premises to prospective tenants or purchasers.

(c) This Lease is made subject to the approval of any governmental authority having jurisdiction thereover.

(d) The invalidity or unenforceability of any provision of the Lease shall not affect or impair any other provision.

(e) It is expressly agreed by and between the parties hereto that the agreements, terms and covenants contained in this Lease are the entire agreement entered into between the parties affecting the lease of the Premises.

(f) Failure or delay of Railroad to require full compliance with any one or more of the terms of this Lease shall not be held as a waiver of a right to subsequently insist upon such compliance or terminate this Lease, or to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease.

(g) Railroad and Lessee voluntarily, intentionally and irrevocably waive the right to a trial by jury with respect to any legal proceeding based hereon or arising out of, under or in connection with this Lease.

(h) The captions of the various Sections of this Lease are for convenience only and are not to be considered in the interpretation hereof.

(i) This Lease shall be governed by the laws of the State in which the Premises are located, without regard to choice of law principles.

(j) Lessee agrees, at Lessee's sole cost and expense, to keep the Premises in a neat and orderly condition during the term of this Lease.

(k) Lessee agrees, at Lessee's sole cost and expense, to install a fence or barricade on the trackside boundary of the Premises. Fence or barricade will be owned and maintained by Lessee. At the end of the useful life of the fence or barricade or the termination of this Lease, whichever occurs first, Lessee will be responsible for removing the fence or barricade.

(l) Lessee agrees, at Lessee's sole cost and expense, during the lease period to maintain all roads and to repair/maintain all fencing during the term of this Lease.

(m) Proper PPE (hard hat, safety vest, safety glasses and safety shoes) must be worn by all employees at all times while on the Premises.

(n) Lessee will not allow snow removal or debris to be placed on adjacent Railroad property.

(o) Lessee will not negatively impact drainage from Railroad property.

(p) Lessee will not impair or damage track structure.

(q) Railroad to inspect the condition of the property prior to lease termination to ensure the Premises are in equal or better condition than the condition at the start of the Lease term.

15. NOTICES. All notices to be given to Lessee shall be considered as having been properly given upon mailing such notice by certified U. S. mail, postage prepaid, addressed to

Lessee at its billing and mailing address set forth above. For the purposes of effectuating termination of the Lease, notice may be served upon Lessee by (a) personally delivering notice of termination to Lessee; (b) by personally delivering notice to any of Lessee's employees on the Premises; (c) by posting said notice of termination on the Premises; or (d) by mail as above provided. Utilization of any one or more of such methods for giving notice of termination of this Lease shall be considered to be proper notice to Lessee.

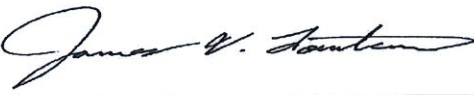
All notices to Railroad shall be addressed to the Senior Manager, Real Estate, at the address stated above or to such other address as may be designated by written notice given by Railroad's authorized representative, by U. S. certified mail, return receipt requested and shall be considered as having been properly given when actually received by Railroad.

16. LIMITATION OF LIABILITY. If the Premises are sold or transferred, voluntarily or involuntarily, Railroad's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner. If Railroad, its agents, employees, officers, directors or owners are ordered to pay Lessee a judgment because of Railroad's default, then Lessee's sole remedy to satisfy the judgment shall be Railroad's interest in the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate originals as of the day and year first above written.


RAILROAD:

ILLINOIS CENTRAL RAILROAD COMPANY
17641 S. Ashland Avenue
Homewood, Illinois 60430

By: 

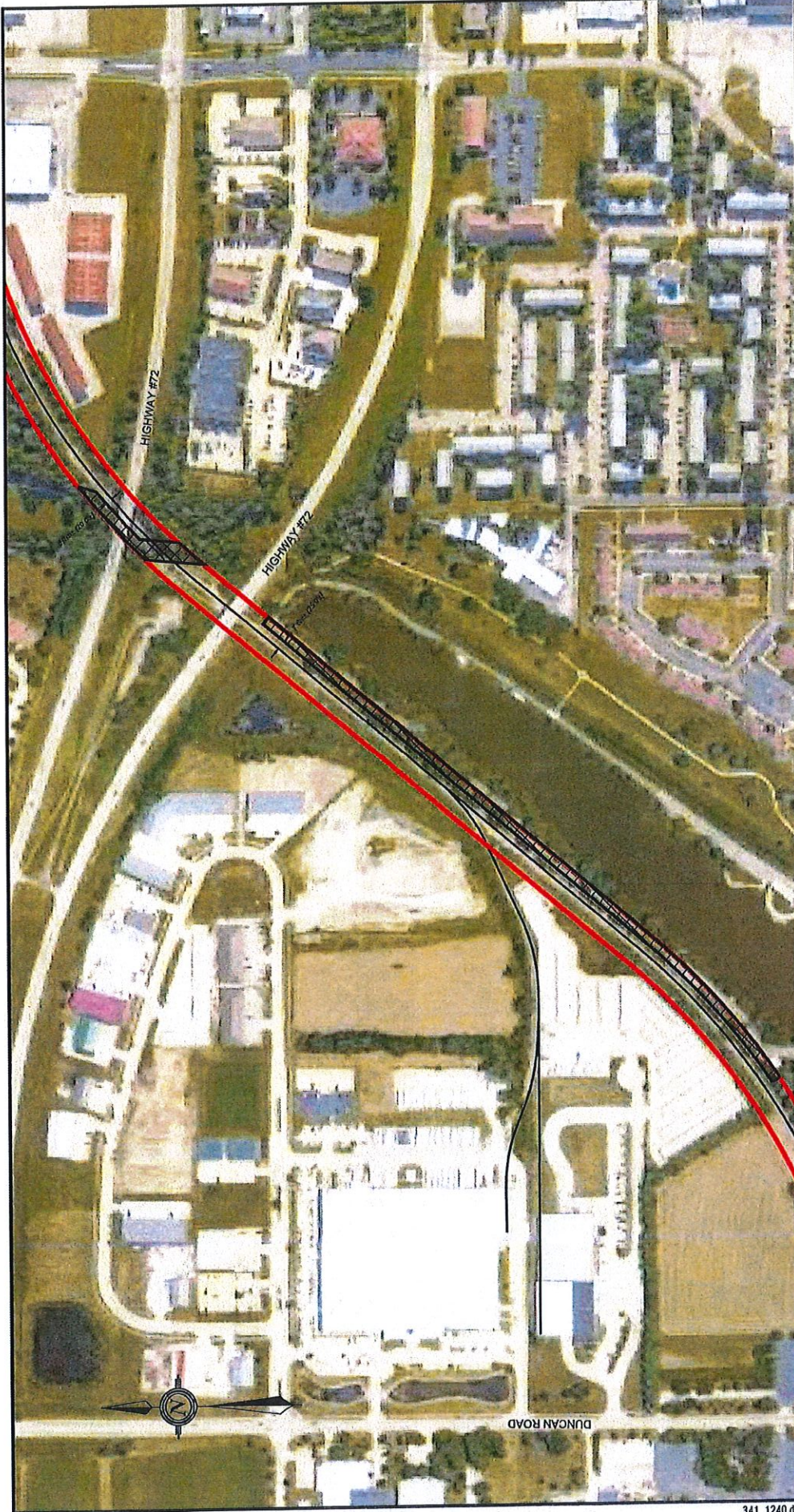
James V. Fountain
Senior Manager, Real Estate



LESSEE:

By: 

Print Name: ANDREW WEISS
Print Title: DIRECTOR OF PLANNING

EXHIBIT A



DESCRIPTION: PART OF 2070/ILPR/100562 (1.47 ACS.±) Champaign State of Illinois United States of America		LEASE SKETCH Subject Lands/Terrain Sujet 		SUBDIVISION: Champaign (341)	
				SCALE / ÉCHELLE: 1:5000	
SPUR / ANTENNE: Seymour Ind. Line (01S)		MILEAGE / MILLIAIRE: H.B 127.7 (2.67 - 3.16)		DATE: May 18, 2023	
0m 125 250 500 1000 2000m		0m 50 100 200m			





REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 13, 2023

SUBJECT: Roof Replacements

Background

Three roofs will be replaced with this single bid. It includes a bid for the shingle roof and gutter and downspout replacements at the Operations facility, and the cedar wood replacement on the trolley and craft barns at Prairie Farm. All three roofs will be receiving asphalt shingles.

To the best of staff's knowledge, the asphalt shingles on the Operations facility were originally installed in 1994 and the cedar shingles on the trolley barn were installed in 1987. The craft barn shingles age are unknown.

An alternate bid was requested for the north facing facade gutters on the Operations facility in an effort to capture more of the water on that very steep section of roofing.

Bid Results

An invitation to bid was published in *The News-Gazette*. The bids were opened and read aloud on Thursday, August 31, 2023. The bid results are as follows:

Bidder	Base Bid Amount	Alt. Bid Amount	Total Bid Amount
CAD Construction, Tremont, IL	\$130,100.00	\$19,250.00	\$149,350.00
Central Roofing, Mattoon, IL	\$219,680.52	NB (they included in base bid amount)	\$219,680.52

NB: No bid

Budget Impact

A total of \$178,000 was budgeted in the FY24 Capital budget for these three (3) roofs to be replaced.

Prior Board Action

The Park Board approved the FY24 Capital budget at the January 11, 2023 Regular Board meeting.

Recommended Action

Staff recommends awarding this bid, including the alternate bid, to the lowest bidder that meets all required specifications, CAD Construction, at the total bid amount of \$149,350.00, and requests the Board to authorize the Executive Director to enter into a contractual agreement for this work.

Prepared by:

Bret Johnson
Assistant Director of Operations

Reviewed by:

Dan Olson
Director of Operations

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: September 13, 2023

SUBJECT: Vehicle Purchases

Introduction

Staff is requesting Board approval to purchase the following vehicles through the Illinois State Joint Purchasing Program (Procurement Program): three (3) ½ ton pickup trucks. Due to the backlog of production from the manufacturer, staff are able to add these to the 2023 model order. With this option, the Park District may hopefully be able to take possession sooner at 2023 pricing.

The Joint Purchasing Program offers local governments the opportunity to purchase vehicles jointly with the State of Illinois without further competitive bids (30 ILCS 525/0.01 et seq.). The Board approved a resolution authorizing the Park District to participate in the joint purchasing through the State in December 1975. The participation in the program continues until such time as written notice is given that the resolution is revoked.

These trucks will replace:

2006 Chevy 1500 ½ ton truck with 71,191 miles

2006 Ford F-150 ½ ton truck with 62,135 miles

2006 Ford F-150 ½ ton truck with 61,997 miles

These trucks will be declared surplus and sold on a local auction site or by sealed bids after the replacement vehicles are received.

Prior Board Action

The Park Board approved the FY24 Capital budget at the January 11, 2023 regular Board meeting.

Budget Impact

The total amount budgeted in the FY24 Capital budget for vehicle replacements is \$160,000. The total for these new trucks (without resale of existing trucks) is \$98,070. The final crew cab truck replacement for FY24 is not available at this time and will be bid and purchased at a later date.

Recommended Action

Staff recommends the waiver of the District's formal bidding process and approve the purchase through the Joint Purchasing Program for three (3) Ford trucks from Morrow Brothers Ford in the amount of \$98,070.00.

Prepared by:
Bret Johnson
Assistant Director of Operations

Reviewed by:
Daniel Olson
Director of Operations

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

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 8, 2023

SUBJECT: Approval of Agreement with BS&A and authorize Executive Director to execute agreement

Background

The Park District has contracted with BS&A Software (accounting software) since October 2015. Since that time, staff have replaced the network data server twice, and will need to upgrade again in another year. Since then, BS&A has developed a cloud version with the data being hosted through Microsoft Azure platform. With the cloud version, staff will not need to perform updates to the software, purchase additional servers, and the software does not need to be installed on each individual computer. Staff will be able to access the software from the website with internet access and login criteria. Due to the demand for the service, there is currently a twelve (12) month wait list. By proceeding with the proposed quote and an initial payment of \$9,075 the Park District will be placed on the waiting list for an installation sometime in May/June 2024.

The cost to upgrade to the cloud version, implementation, training, and the purchase of an additional accounts receivable module is \$44,800. Currently all manual invoices submitted by the Park District are completed through a web-form from the internal staff-only webpage. This is used for billing outside customers for memorials (Foundation), reimbursements, and rentals not included in RecTrac module for pop-up events. There is an annual hosting fee of \$2,800 for the Microsoft Azure; plus travel expenses for the onsite training up to \$10,025.

Ongoing future costs for the subscription-based service are \$23,625/year with a two (2) year price lock. After that time, fees are subject to the Consumers Price Index for All Urban Consumers (CPI-U). The annual fee for the current BS&A version used by the Park District is \$9,483, due each November 1.

Prior Board Action

November 12, 2014 Board approved the initial purchase of BS&A not to exceed \$166,995.
May 24, 2023 Board approved moving forward with BS&A Cloud implementation.

Budget Impact

The initial deposit of \$9,075 is included in the FYE2024 budget. The remaining costs will be included in the FYE2025 capital budget for the implementation costs, with annual recurring costs of \$26,425 in subsequent operating budget years.

Recommended Action

Staff recommend the Board approve the agreement with BS&A and authorize the Executive Director to execute the agreement.

Prepared by:
Andrea N. Wallace, CPA
Director of Finance

Reviewed by:
Sarah Sandquist, CPRE
Executive Director

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between BS&A Software LLC ("BSA"), a Delaware ~~corporation~~ limited liability company and the Champaign Park District, Champaign County IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets forth the terms and conditions under which BSA ~~will~~ shall furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. Rights Granted.

1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.

1.2. Customer acknowledges that BSA ~~will~~ shall not ship copies of the BSA Software Products as part of the SaaS Services.

2. **Restrictions.** Customer ~~will~~ shall not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products ~~may~~ shall not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products ~~will~~ shall be void. All rights not expressly granted are reserved.

3. **SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

4. Ownership.

4.1. BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services as set forth in this Agreement. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

5. Limited Software Warranty.

5.1. BSA warrants, for the term of use granted, that the BSA Software Products ~~will~~shall perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS ~~WILL~~SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS ~~WILL~~SHALL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA ~~offers~~hereby provides a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may ~~cancel~~servicetermine within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

Commented [PG1]: GCH: Are "cancel service" and "terminate" the same?

7. SaaS Services.

7.1. Customer ~~will~~shall utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA ~~will~~shall have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA ~~will~~shall use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster ~~will~~shall not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA ~~will~~shall be responsible for importing backup data and verifying that Customer can log in. Customer ~~will~~shall be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that; access to the BSA Software Products can be restored within one (1) business ~~day~~ of the declaration of disaster.

Commented [PG2]: GCH: See Exhibit C, D.ii which indicates 2 weeks.

7.6. Customer ~~will~~shall not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

SECTION B – PROFESSIONAL SERVICES

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA ~~will~~shall bill Customer for the actual fees incurred based on the services provided to Customer.

Commented [PG3]: GCH: Is there a Cost Summary document? This is the only place where a Cost Summary is mentioned.

9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which ~~may~~shall include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.

10. License and Ownership.

10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.

10.2. Subject to Section 10.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

Commented [PG4]: GCH: CPD is paying for the work... "work for hire".

11. **Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

Commented [PG5]: GCH: Where are Project Management or Training fees identified as they do not appear to be described as such in any of the exhibits?

12. Limited Professional Services Warranty.

- 12.1. BSA warrants that its Professional Services ~~will~~shall be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim ~~will~~shall be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived, provided that in the event BS&A cannot reperform such services, then Customer shall have the right to terminate this Agreement upon any basis identified in Section 26 of this Agreement.
- 12.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. Customer Site Access and Assistance.

- 13.1. Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as ~~may~~shall be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2. At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access ~~will~~shall be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

- 14.1. For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA ~~will~~shall provide, at no charge to Customer, "Maintenance and Support", meaning the following: (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2. Commencing one (1) year from the Activation Date, Maintenance and Support ~~will~~shall continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3. BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** ~~will~~shall not change for two (2) years from the Activation Date. After that date, and in the event the Parties have agreed in writing to extend this Agreement for optional one (1) year periods, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

14.4. Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications, provided that additional fees may be charged to Customer upon informing it with thirty (30) days written notification of the expected amounts thereof.

Commented [PG6]: GCH: Where is this term of art explained and/or defined?

15. Support.

15.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C** at no cost to Customer. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products ~~will~~shall be void.

15.2. Support does not include the following Maintenance and Support Services: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall include advance cost estimates, and upon completion, shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith subject to good faith dispute.

15.3. Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA ~~will~~shall use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer. Software shall not be installed by BSA without approval from Customer's technology team.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

16.1. BSA ~~will~~shall sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA ~~will~~shall grant and ~~pass through~~transfer to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.

17.1. Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").

17.2. Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall ~~safeguard~~ safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

17.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is ~~embraced by~~ embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

17.4. If Customer is required, or anticipates that it ~~will~~shall be required, to disclose any Confidential Information pursuant to a court order ~~or other process of a court or to a governmental body having appropriate jurisdiction~~authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law. ~~BSA shall at all times and in all manners cooperate with Customer to disclose what is required pursuant to applicable law upon request.~~

18. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA

Commented [PG7]: GCH: How? What is the industry standard to which Customer is to be subject?

Commented [PG8]: GCH: What are "embraced by" here and "derivable from"?

Commented [PG9]: GCH: Is "Confidential" different from "Proprietary"?

Commented [PG10]: GCH: Please provide an example of this calculation of limitation of liability and damages.

SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

19. Additional Disclaimer. BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA ~~WILL~~SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

20. Indemnification for Intellectual Property Infringement. If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA ~~will~~shall defend Customer against such claim and ~~will~~shall pay resulting expenses, attorney fees, costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.

21. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of BSA and Customer. No third party ~~will~~shall be deemed a beneficiary of this Agreement, and no third party ~~will~~shall have the right to make any claim or assert any right under this Agreement.

22. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of ~~Michigan~~Illinois, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the applicable state or federal court located in Champaign County, Illinois, Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.

23. Entire Agreement. This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

24. Contract Term. This initial term of this Agreement extends from the Effective Date of the Agreement until ~~one (1) year~~two (2) years from the Activation Date with the option renew upon advance written notice for an additional two (2) year period. ~~Upon expiration of the initial term, this Agreement will renew automatically for successive one~~

~~(1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. In any event,~~ Customer's right to access or use the BSA Software Product ~~will~~shall terminate at the end of the Agreement.

25. Payment Terms. Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

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26. Termination. Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement ~~will~~shall not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which ~~by their nature extend beyond the termination of this Agreement, will~~shall survive the termination of the Agreement. ~~No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred. Either Party may bring an action pursuant to this Agreement within the applicable statute of limitations.~~

Commented [PG11]: GCH: Which provisions "by their nature extend"?

26.1. Termination for Cause. If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.

26.2. Force Majeure. Either Party may terminate this Agreement if a Force ~~Majeure~~ event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.

26.3. Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.

26.4. Failure to Pay SaaS Fees. Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. If Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.

26.5. Convenience. If Customer terminates SaaS Services for convenience, any SaaS fees already paid ~~will~~shall not be prorated, and ~~will~~shall be retained by BSA.

Commented [PG12]: GCH: As defined in Section 30.

27. Severability. If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, ~~will~~shall not be affected thereby, and each term and provision of this Agreement ~~will~~shall be valid and enforced to the fullest extent permitted by law.

28. No Waiver. In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement ~~will~~shall not act as, or be deemed as, a waiver or modification to this Agreement, nor ~~will~~shall such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.

29. Successors and Assigns. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of an annexation or desired shared services, shall require the consent of BSA.

30. Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be

foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

- 31. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it ~~will~~shall become effective.

If to BSA:
BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:
Champaign Park District
706 Kenwood Road
Champaign, IL 61821
Telephone: (217) 398-2550

- 32. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 33. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope specifications, and circumstances fitting to that cooperative procurement.
- 34. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.
- 35. Nondiscrimination.** BSA ~~will~~shall not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition ~~will~~shall apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, gender identity, genetic information, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, military service, or political affiliation. BSA ~~will~~shall post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

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36. Taxes. Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. ~~However, Customer is a tax-exempt local governmental body. If in the event~~ Customer is ~~deemed~~ not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any ~~such taxes by BSA.~~

37. U.S. Government Rights. Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.

38. Export Control. Certain uses of the Software by ~~Licensee-Customer~~ may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. ~~Licensee-Customer~~ agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.

39. Contract Documents and Order of Precedence. The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

- Exhibit A – Payment Terms Generally*
- Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees*
- Schedule 2 to Exhibit A – Professional Service Fees*
- Exhibit B – Annual Service Fees*
- Exhibit C – Support Call Process*

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BS&A SOFTWARE, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. ~~Customer's failure to pay shall be subject to the Illinois Local Government Prompt Payment Act. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received~~
2. Any amount not subject to good faith dispute and not paid within ~~the terms provided for in the Illinois Local Government Prompt Payment Act shall be subject to the interest rate set forth in such Act. fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand.~~ Any charges not disputed by Customer in good faith ~~will~~shall be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer **\$9,075** upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer **\$26,425** upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.
5. BSA shall invoice Customer **\$22,125** at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

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Schedule 1 to Exhibit A

SaaS Fees

Upgrade - Cloud Modules

Financial Management

General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825

Subtotal **\$19,800**

New Purchase - Cloud Modules

Financial Management

Accounts Receivable	\$3,825
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Subtotal **\$3,825**

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$2,800

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Schedule 2 to Exhibit A

Professional Services Fees

Data Conversions/Database Setup

Database Setup:

Accounts Receivable (Setup of Billing Items, Penalties)	\$1,650
---	----------------

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$7,425

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 1	\$1,100
Financial Management Modules	Days: 10	\$11,000
Total:	11	\$12,100

Subtotal **\$12,100**

Travel Expenses

\$10,025

Commented [PG13]: GCH: What is the basis and need for this charge? The governmental body cannot be subject to penalties, but can be subject to interest charges as indicated in the body of the Agreement.

EXHIBIT B

Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$4,500
Accounts Payable	\$3,825
Cash Receipting	\$3,825
Accounts Receivable	\$3,825
Fixed Assets	\$3,825
Purchase Order	\$3,825
Total Annual Service Fees	\$23,625

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EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Fridays, excluding holidays.

Commented [PG14]: GCH: Will customer support be available on the weekends? If so, at what cost?

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. **Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. **Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. **Issues/Bugs/Errors.** Errors ~~fall are divided~~ into three (3) subcategories:
 - i. **Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. **Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Commented [PG15]: GCH: Waiting for two (2) weeks for resolution of a substantial inconvenience is problematic?

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its ~~setupconfiguration~~, diagnose problems, or assist Customer with screen navigation.

Commented [PG16]: GCH: "Configuration" may be a better term than "setup"?? (for consideration)



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 6, 2023

SUBJECT: Approval of a Resolution Initiating the 2023 General Obligation Bond Issue

Background

Each year the Champaign Park District (Park District) issues General Obligation (GO) Bonds in order to fund necessary improvements and repairs to Park District property and has been pledged towards the future debt service payments outstanding on the alternate revenue bonds (ARB) issued to build Sholem Aquatic Center. For fiscal year ended (FYE) 2024, this translates to approximately \$538,475 of the bond issue applied to the ARB debt service payment, \$44,050 applied to interest on prior year bond issue, and the remaining \$713,175 to capital improvements. Last year the Board authorized the issuance of \$1,255,000 of non-referendum General Obligation Bonds. The consumer price index (CPI) increased 7.0% during this past year, therefore the Park District has the authority to add the lessor of CPI or 5%. The capped 5% increase from prior year issuance calculates to a 2023 bond issue of \$1,295,700. The current debt service extension base of the Park District for calendar year 2023 is \$1,366,116.32, the maximum amount including interest that the Park District may levy. The interest rate for the 2022 bond issue that matures November 30, 2023, is 3.51%, or \$44,050 estimated total expenditure.

Timeline for bond issuance

- September – resolution of intent to issue the annual GO bond is presented for approval and the date for the public hearing is set
- October – request approval to solicit bids for the bond issue
- November – request approval to accept bid for bond issue, approve bond ordinance, and approve payoff amount for the prior year bond issue due November 30

Prior Board Action

None.

Budget Impact

The FYE2024 budget includes the GO Bond issue at the full value mentioned above, as well as all applicable attorney and filing fees.

Recommended Action

Staff recommends that the Champaign Park District Board of Commissioners approve a resolution stating the Park District's need and intent to issue \$1,295,700 of General Obligation Bonds for FYE2024.

Prepared by:

Andrea N. Wallace, CPA
Director of Finance

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.

RESOLUTION

WHEREAS, the Champaign Park District is a duly authorized General Park District organized under the provisions of the Park District Code of the State of Illinois as amended; and

WHEREAS, for the payment of land purchased for parks and boulevards, for the building, maintaining, improving and protecting of the same, and for certain debt service on alternate bonds issued for such purposes, and for the payment of expenses incident thereto, the Champaign Park District is authorized and empowered to issue general obligation limited bonds of said Park District in an amount not to exceed .575% of the total assessed valuation of all property in said Park District by Ordinance, and within the Park District's applicable debt service extension base, without an election on such proposition; and

WHEREAS, it now reasonably expected that the aggregate outstanding unpaid balance of bonds and notes of the Park District, including the bond issue which the Park District proposes to issue and sell on or about December 1, 2023, will not, on that date, exceed .575% of the total assessed valuation of all taxable property in the Park District, and in any event such amount will not be exceeded; and

WHEREAS, the Commissioners of the Champaign Park District have made a thorough investigation and given careful consideration of the needs for maintaining, improving and protecting of the lands and buildings and the parks of said Park District, and for land acquisition and the payment of debt service on outstanding alternate bonds; and

WHEREAS, said Commissioners have determined it is necessary to raise additional funds for maintaining, improving and protecting the lands, buildings and parks of said Park District, including the payment of expenses incident thereto and the payment of debt service on outstanding alternate bonds; and

WHEREAS, Champaign Park District does not have sufficient funds available for such purposes and, therefore, it will be necessary to borrow and to issue and sell general obligation limited bonds of said Park District as evidence of such indebtedness in the sum of up to \$1,295,700.00, all as provided for by The Park District Code and the statutes of the State of Illinois thereunto enabling;

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

Section 1. It is desirable and necessary for the best interests of the Champaign Park District and for the residents thereof that the Park District raise additional funds for the maintaining, improving and protecting of the lands and buildings and the parks of said Park District, and the payment of debt service on outstanding alternate bonds, and for land acquisition, including the payment of expenses incident thereto.

Section 2. The Park District has obligated itself to pay the costs of such improvements and repairs and the payment of debt service on outstanding alternate bonds in excess of \$1,295,700.00 and that, in order to be able to pay those costs, it is necessary, and for the best interests of Champaign Park District, that the Park District borrow the sum of \$1,295,700.00 and that general obligation bonds of the Park District in the aggregate amount of \$1,295,700.00 be issued in evidence thereof, and sold.

Section 3. The ordinance selling such general obligation bonds shall not be enacted for a period of seven days after the adjournment of the public hearing to receive public comments on the proposal to sell such bonds. After expiration of said seven day period, the Park District may act on the ordinance selling such bonds for sale on terms to be hereafter approved by this Board general obligation limited bonds of Champaign Park District in the aggregate amount of up to \$1,295,700.00, said bonds to be dated as provided in such ordinance, maturing on or about November 30, 2024 and the Treasurer of the Park District is hereby authorized and directed to seek out and negotiate with prospective purchasers of said bonds and to report to this Board for its consideration and approval or disapproval the interest rates and other terms bid by said prospective purchasers.

Adopted this 13th day of September, 2023.

Approved:

Craig Hays, President

Attest:

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 6, 2023

SUBJECT: Approval of a Resolution Setting a Public Hearing on Proposed Bond Issue

Background

According to State Statute, if the Champaign Park District is to sell General Obligation Bonds, a Public Hearing must occur for the purpose of receiving public comments on the Board proposal to sell bonds. Staff is requesting Board approval of a Resolution to set the public hearing date for Wednesday, October 11, 2023 at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,295,700 of bonds for the purpose of providing funds for capital improvements and to pay debt service on alternate bonds.

Prior Board Action

None.

Budget Impact

The FYE2024 budget includes the GO Bond issue at the full value mentioned above, as well as all applicable attorney and filing fees. Due to the tax cap restriction this year, the issuance will be less than the full amount indicated in the budget.

Recommended Action

Staff recommends that the Champaign Park District Board of Commissioners approve a resolution to set a Public Hearing for Wednesday, October 11, 2023 at 7:00 p.m. at the Bresnan Meeting Center to discuss the issuance of \$1,295,700 of General Obligation Bonds.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Sarah Sandquist, CPRE
Executive Director

RESOLUTION

WHEREAS, it is the intention of Champaign Park District to sell bonds in the total amount of \$1,295,700.00 for the purpose of providing funds to pay for the building, maintaining, improving and protecting the parks and boulevards of the Park District, and for certain debt service on alternate bonds issued for such purpose, and for the payment of expenses incident thereto.

WHEREAS, it is required by statute that a governmental unit proposing to sell non-referendum general obligation bonds hold a public hearing concerning its intent to do so prior to the sale of such bonds, and that it give notice of such hearing as required by said statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Champaign Park District that said Park District shall hold a public hearing concerning its intent to issue and sell general obligations bonds of said Park District in the amount of \$1,295,700.00 for said purpose, said public hearing to be held Wednesday, October 11, 2023 at 7:00 P.M. Central Daylight time at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, which can be heard and participated in live by the public utilizing zoom call in information that will be posted on the Champaign Park District's website as part of the regularly scheduled meeting of said Board to be held that date.

BE IT FURTHER RESOLVED that the Secretary of this Board shall give due public notice of said hearing in the time and manner prescribed by law.

Adopted this 13th day of September, 2023.

Approved:

Craig Hays, President

Attest:

Jarrod Scheunemann, Secretary



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 8, 2023

SUBJECT: i3 Broadband Easement at Thompson Park

Background

In July, i3 Broadband LLC made a request to install a fiber optic distribution point at the northwest corner of Thompson Park. After considering a few different Park District properties north of Bradley Avenue, the location within Thompson Park is the best suited for all parties.

Prior Board Action

No prior Board action has been taken regarding this easement request.

Budget Impact

Park District will receive reimbursement for Attorney's fee and Champaign County Clerk recording fee in accordance with CPD ordinance 459.

Recommended Action

The easement agreement (attached) was authored by Park District Attorney; Park District is awaiting legal description from i3 Broadband to include with exhibit. Staff recommends granting the easement request and entering into the easement agreement with i3 Broadband pending legal description inclusion and fee collection as described herein.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Sarah Sandquist
Executive Director

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2023, that the CHAMPAIGN PARK DISTRICT, a municipal corporation of the County of Champaign and State of Illinois, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity, hereinafter referred to as Grantor, for and in consideration of the sum of One and No/100^{ths} Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto i3 Broadband,LLC, a Delaware limited liability company, 602 High Point Ln, East Peoria, IL 61611, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors, licensees, and tenants, hereinafter referred to as Grantee, a ninety-nine (99) year right and easement to construct, reconstruct, extend, use, operate, maintain, inspect, and examine communications facilities, including but not limited to an above-ground fiber optic cabinet and connections thereto, together with all such underground electric and communication line or lines consisting of conduit, hardware, wire, cables fixtures, appliances, equipment, and other appurtenances thereto, upon, over, across, and under the following described land in Champaign County, Illinois, which is depicted on the map attached hereto as Exhibit A, to-wit:

Property Description:

See Attached Exhibit B

TAX ID NUMBER: 41-20-02-455-022

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right upon Grantor's written approval, which shall not be unreasonably withheld, to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time, any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

Except as specifically provided otherwise herein, Grantor, for itself and Grantor's successors and assigns, hereby expressly reserves the right to use and enjoy the remainder of the easement area for any purpose, provided such use and enjoyment by Grantor shall not interfere with the use thereof by Grantee as permitted in this Agreement.

The easement shall be for a period of ninety-nine (99) years unless and until terminated as hereafter provided. This easement shall terminate upon Grantee's uncured breach of any condition or uncured default in the performance of any of its covenants or agreements herein set forth. In the event of Grantee's breach of any condition or default hereunder, Grantor shall provide Grantee written notice of such breach or default. If Grantee fails to cure such breach or default within sixty (60) days after written notice of such breach or default from Grantor, Grantor shall have the right, upon written notice of termination to Grantee, to terminate this easement. Upon termination of this easement, all rights herein granted shall revert to Grantor, its successors or assigns, and, if requested, Grantee shall forthwith execute and deliver to Grantor, or Grantor's successors or assigns, any instrument of termination or release and to take such other and further action as may be reasonably required by Grantor to evidence and memorialize such termination and reversion of this easement. Notwithstanding such termination of this easement, Grantee shall remain liable to Grantor, and Grantor's successors and assigns, for all of Grantee's covenants and obligations which expressly or are necessarily inferred to survive such termination of this easement as provided herein.

The Grantee shall keep any equipment used or brought on the Grantor's property under its absolute and complete control at all times, and said equipment shall be used at the sole risk of the Grantee. The Grantor shall not be responsible in any manner for theft or damage to the equipment or other property of the Grantee. The Grantee agrees that it shall notify Grantor at least five (5) days prior to the beginning of any construction, repair, or maintenance in, over or upon the Grantor's property, such notice to include a description of the construction, repair or maintenance to be performed and an estimate of the duration of such work. If Grantee believes that a repair is an emergency, then Grantee can begin repairs immediately and shall notify the Grantor of the necessity of such work at that time. The Grantor agrees to cooperate with Grantee to allow Grantee to obtain all necessary permits for the construction, repair or maintenance of the communications facility to allow for the relocation of the communications facility from its current location to the easement area described above.

Upon completion of the installation of the telecommunication facilities, Grantee shall, at Grantee's sole cost and expense, restore and replace the surface of the easement area to a condition as near as possible to that condition which existed prior to the commencement of such construction, including surface grading, seeding, shrubbery, and trees. Grantee shall repair the area within a reasonable time after any sink holes, soil erosion, sloughing or impairment to natural drainage. In the event that Grantee ever ceases utilizing or abandons the telecommunication facilities, then in such event Grantee shall, at its sole cost and expense, remove the telecommunication facilities and other improvements and appurtenances associated therewith made at the easement site and return the easement area to substantially the same condition as it was prior to the grant of the easement herein; provided that, conduit installed pursuant to this Agreement may remain in place. In the event Grantee fails to undertake such removal and remediation within one hundred eighty (180) days after such cessation or abandonment, Grantor may, in its sole discretion, undertake such removal and remediation obligations of the Grantee and charge and collect the cost thereof from Grantee. Such written acknowledgement of cessation of use or abandonment shall constitute termination as otherwise set forth herein; provided that, in such event, Grantee shall remain obligated for removal and remediation. Any acknowledgment by Grantee of cessation of use or abandonment of the telecommunication facilities shall not be unreasonably withheld.

Grantee covenants and agrees that Grantee shall be solely responsible for, and shall reimburse and pay Grantor, and Grantor's successors and assigns, for all losses and damages incurred by Grantor on the easement area, areas of ingress and egress or any other property of Grantor which is caused by Grantee's exercise of its rights herein granted, including without limitation, any damage to Grantor's land or property by reason of the initial installation, improvement, repair, removal, operation and maintenance of the improvement, and the terms and conditions hereinabove set forth shall be binding upon the successors and assigns of the Grantee; provided that, Grantee shall be permitted to keep the easement area clear of trees, undergrowth, brush and prohibited obstructions.

The Grantee shall indemnify, defend, and hold the Grantor and its successors and assigns harmless from any and all claims, including any loss, damage, expense, costs, and attorneys' fees for damages to person or property made by anyone arising out of any act or omission on the part of Grantee's employees, contractors, subcontractors, agents or representatives, and in connection therewith, shall provide Grantor with satisfactory evidence of commercial general liability insurance with limits of not less than \$1,000,000.00 naming the Grantor as an additional insured thereon together with suitable rider or endorsement. Grantee and its successors or assigns shall maintain such insurance for the duration of the term hereof and any subsequent renewals, if applicable.

Grantee covenants, acknowledges, and agrees that it shall not permit any mechanic's liens, encumbrances, or any other liens to be attached to or filed against the easement area or any other portion of Grantor's real estate, or any improvements thereon which results from or arise out of any act or work performed by Grantee or any of Grantee's employees, contractors, subcontractors, agents or representatives in the construction, installation, operation, maintenance, repair, relocation, replacement or removal of the telecommunication facilities and other improvements and appurtenances associated therewith, or in the performance of any other right or obligation of Grantee arising hereunder. In the event any such lien is attached to or filed against the easement area or any other portion of Grantor's real estate or any improvement thereon, then in addition to any other right or remedy of Grantor at law or equity, Grantor may, but shall not be obligated to, discharge the same. Any amount paid by Grantor for any of the aforesaid purposes shall be paid by Grantee to Grantor immediately on demand. Any lien or encumbrance attached to or filed against the easement area, or any other portion of Grantor's real estate, or any improvement thereon as a result of Grantee's operations hereunder shall be immediately paid, released or bonded over by Grantee in a manner acceptable to Grantor. Grantee shall be responsible for reasonable attorney's fees incurred by the Grantor in obtaining the removal of any lien which results from the activities and operations of Grantee.

Any notice, demand, or other communication to be given or required pursuant to the terms hereof shall be in writing and delivered by personal service, sent by registered or certified mail (with an additional copy sent by regular U.S. Mail), return receipt requested with postage prepaid, or by a nationally recognized overnight express courier (freight prepaid) addressed as follows or to such other address as the Parties may designate in writing from time to time:

If to Grantor at: Champaign Park District
Attn: Executive Director
706 Kenwood Road
Champaign, IL 61821

With a Copy to: Guy C. Hall, Esq.
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
301 N. Neil Street, Suite 400
Champaign, IL 61820

If to Grantee: 3 Broadband, LLC
Attn: _____
602 High Point Ln
East Peoria, IL 61611

Any such notice, demand, request, or other communication shall be deemed given upon hand delivery or three (3) days after it is sent as provided for herein.

If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be deemed by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as permitted by law.

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.

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws, and the venue for any claim or cause of action brought to enforce or determine the rights and obligations of either party arising hereunder shall be the state court of competent jurisdiction located in Champaign County, Illinois.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. This Agreement together with exhibits which are attached hereto and incorporated by reference herein embodies the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes and any and all prior agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

Grantee shall promptly provide Grantor with a copy of this document with recording information set forth thereon.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed effective as of the ____ day of _____, 2023.

GRANTOR:

Champaign Park District, an Illinois
Municipal corporation

By: _____

Its _____

ATTEST:

By: _____
_____, Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and Secretary of the Champaign Park District, an Illinois municipal corporation, and the same persons whose names are subscribed to the foregoing instrument,



Legend

 Property Line



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: September 13, 2023

SUBJECT: Broken Compass Consulting Services Proposal and Agreement

Background

One of the goals established by Park Board of Commissioners for the Executive Director is to engage a consultant to meet with Board and Staff to outline responsibilities of the Board as well as assist the Board in the area of designing and formatting "Vision Planning" for the Champaign Park District.

Broken Compass, led by Christopher Nunes has been identified as the desired firm to work with to achieve this goal. Nunes has led The Woodlands Park and Recreation Department in The Woodlands, TX for many years, and has a strong background in cost recovery, succession planning, facility acquisition and development, and innovation in the field of Parks and Recreation. The attached proposal outlines a full scope of work including project concepts of Communication, Long Range Vision and Planning, and Resource Planning.

Prior Board Action

Development of Annual Executive Director Goals

Budget Impact

Option A- \$10,500- as presented, does not include travel- Report will include strategies/key performance indicators to monitor progress towards the identified priorities.

Option B-\$7,500- not including travel. Program does not include Visit 3. Report would be delivered via email. Report will include strategies/key performance indicators to monitor progress towards the identified priorities.

Option C- \$4,000 not including travel. Report will include strategies/key performance indicators for sections discussed to monitor progress towards the identified priorities.

All options do not included travel, which is currently estimated at \$900 per trip

Recommended Action

Staff recommend the Board approve Option A and the agreement with Broken Compass for a total cost estimated cost of \$11,400 and authorize the Executive Director to execute the agreement.

Prepared by:

Sarah Sandquist
Executive Director

Reviewed by:

Jarrod Scheunemann
Director of Administrative Services

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

Champaign Park District- Training Proposal
Presented by Broken Compass
August 2023

About Broken Compass

- Broken Compass is a group of seasoned and up and coming parks, recreation, camp and athletic professionals who have gathered to in the pursuit to helping communities and professional associations fully realizes the power of parks and recreation. The team has a deep understanding of all facets of the industry including but not limited to: financial management, operational planning and management, programming and community engagement.
- Our team of professionals comes from around the country and have worked in a variety of municipal, special district and nonprofits settings who share a vision of using innovation and creativity to solve challenges in the profession. All of the team members have received state and national awards recognizing their approaches and skills
- At Broken Compass we pride ourselves on our commitment to excellence. We stay at the forefront of industry trends and best practices, continuously honing our skills and expanding our knowledge to provide cutting-edge services. Our collaborative approach ensures that we work hand in hand with cities, towns and associations to foster a sense of ownership and commitment to their goals
- Broken Compass attempts to fill a need in the industry in providing services in the following areas:
 - Trainings, workshops and seminars (in person and virtual)
 - Board development and strategic planning
 - Strategic Planning
 - Revenue Management
 - Operating planning

Mission Statement

- "To enable organizations and individuals to find their "way" through strategic insights and innovative solutions"

Vision Statement

- "To be recognized as thought leader which "guides" agencies, organizations, and professionals which enhances their abilities to deliver programs, services and facilities in a relevant and sustainable manner.

Project Goals

- Work with Board and Staff to identify common issues. Issues include but are not limited to:
 - Build consensus on strategic issues (funding, mission, vision, values, and agency short/mid term/long term goals)
 - Mutually identify "pain points" of the Board to identify areas of concern or frustration of District residents.
 - Facilitate/enhance communication on issues mutually critical to the Board and staff

Project Concept(s)

- Visit 1-
 - Key Task I- Communication
 - Goal" The success of the District (goals, objectives, mission/vision) is founded on positive, respectful, and effective communication. Review and enhance communication amongst Board Member, key staff and community .
 - Exercise- What is needed for effective communication?
 - Review/discuss communication protocols for Board, staff, and community,

- Key Task II- Long Range Vision and Planning
 - Value exercise
 - Goal: Review current Value Statement/update statement
 - Who is Champaign Park District?
 - What is the current state of the District?
 - When people (user/non user) think of Champaign Park District what comes to mind?
 - What does the Board/Staff value in how they deliver services?
 - Prioritize each value/discuss each in content with current values (Stewardship, Organizational Excellence, Innovation, Customer Service, Diversity, Collaboration)
 - If not consistent with past values- why, what has changed in the community/District?
 - Visioning Exercise
 - Goal: Review vision statement and identify what is the desired future state (20 years) of the district
 - Mission
 - Goal: Review current mission statement and does it hold true given the discussions
- Key Task III- Resource Planning (Capital/Human)
 - Capital
 - Value exercise
 - Review/discuss needs (and ballpark costs) related to capital expenses for the District. What are the current and future needs in the community?
 - Are there new forms of recreation that are not being met?
 - Are there facilities that need to be updated to ensure relevancy?
 - Are there improvement to the facilities that are needed to keep up with the times (vehicle charging stations, glow in the dark playgrounds, sensory gardens, etc.)
 - Have there been deferred projects- What are these and are they still needed?
 - What does the future look like if we have these projects/does this impact the overall long-range vision and planning?
 - Goal- Create a list of projects (with ballpark cost) which can be identified in the strategic work plan for the District.
 - Exercise- Human
 - Value exercise
 - How do the goals/objectives identified earlier impact the current staff levels?
 - Review/discuss the strengths/weaknesses related to the staff of the District. Note is not to be one on the individual employee level but a review of skills sets for which the district does/does not.
 - Are there skill sets that will be needed in the future (programming, events, community engagement, inclusion, operations, technology/AI, building system).
 - Are there positions currently budgeted the correct number of positions?

- Are the positions currently approved in the correct places, i.e. review span/control; does there need to be a re-organization?
 - Are there positions that are needed to enhance customer services, efficiency?
 - Goal- Create a list of staffing needs (if any) and organization changes (if any) to ensure alignment with strategic work plan for the District.
- Visit 2-Board/Staff Long Range Vision and Planning. Day long process will include but not be limited to:
 - Key Task IV- Long Range Vision and Planning
 - Strategies
 - Goal: To identify tasks in key areas (marketing, finance, HR/Risk Management, Tech, Operations, Planning, Recreation, Virginia Theater, Board/Leadership Team)
 - Where the District Where do we want to be/known for in 18 months?
 - New things we will be doing/know for in 18 months?
 - Where do we want to be/known for in 36 months?
 - New things we will be doing/know for in 36 months?
 - Where the District Where do we want to be/known for in 5 years?
 - New things we will be doing/know for in 5 years?
 - Where do we want to be/known for in 10 years?
 - New things we will be doing/know for in 10 years?
 - Prioritize each area based on community needs/wants/desires, i.e., Goals for each area
 - Are current strategic initiative statements relevant and accurate/need to revise?
 - Objective Setting
 - Goal: With Board and staff input develop objectives to support the strategies for the key areas (marketing, finance, HR/Risk Management, Tech, Operations, Planning, Recreation, Virginia Theater, Board/Leadership Team)
 - Brainstorm each area based on the strategies and how will these items be implemented.
 - Identify realistic timelines for completion (six months, 1 year, 3 years, 5 years, 10 years)
 - Monitor effectiveness
 - Goal: Identify methods in which to make the mission, vision, values, goals/objectives come alive/used in daily decision making by Board and Staff.
 - Discuss/identify methods which are best for each key area (marketing, finance, HR/Risk Management, Tech, Operations, Planning, Recreation, Virginia Theater, Board/Leadership Team)
- Visit 3
 - Two presentations to staff/Board- to be determined by Executive Director and Broken Compass
 - Presentation of findings to the Board during a Board Workshop/Special Session
 - Deliverable- Within two (2) weeks of training a report will be issued from the information developed through the SWOT and issue prioritization.

Target Dates

- January/February 2024

Fee Structure

- Option A- \$10,500- as presented, does not including travel- Report will include strategies/key performance indicators to monitor progress towards the identified priorities.
- Option B-\$7,500- not including travel. Program does not include Visit 3. Report would be delivered via email. Report will include strategies/key performance indicators to monitor progress towards the identified priorities.
- Option C- \$4,000 not including travel. Report will include strategies/key performance indicators for sections discussed to monitor progress towards the identified priorities.
- All options do not included travel, which is currently estimated at \$900 per trip
- All options assume one trainer/consultant

Champaign Park District

By: _____

Print Name: _____

Date: _____

Broken Compass

By: _____

Print Name: _____

Date: _____

Broken Compass has provided sessions and trainings to the following:

- National- NRPA Annual Conference , NRPA Director’s School, NRPA Revenue Management School , NRPA Rocky Mountain Revenue Management School, NRPA Resource Management School, NRPA National Aquatics Conference, Athletic Business, International Society for the Child’s Right to Play, American Alliance for Health, Physical Education, Recreation & Dance, Park and Leisure (Australia)
- State- Alabama Recreation and Parks Association, Alaska Recreation and Parks Association , Arkansas Recreation and Parks Association, Arizona Parks and Recreation Association, California Parks and Recreation Society, Colorado Parks and Recreation Association, Connecticut Parks and Recreation Association, Florida Recreation and Parks Association, Georgia Recreation and Parks Association, Idaho Recreation and Parks Association, Illinois Recreation and Parks Association/Districts, Indiana Parks and Recreation Association, Kansas Recreation and Parks Association, Louisiana Recreation and Parks Association, Maine Recreation and Parks Association , Maryland Parks and Recreation Association, Massachusetts Parks and Recreation Association, Michigan Recreation and Parks Association, Minnesota Parks and Recreation Association, Mississippi Recreation and Parks Association, Missouri Parks and Recreation Association, Nevada Parks and Recreation Society, New Hampshire Recreation and Parks Association, New Jersey Parks and Recreation Association, New York Parks and Recreation Society,, North Carolina Recreation and Parks Association, North Dakota Recreation and Parks Association, Ohio Parks and Recreation Association, Oklahoma Parks and Recreation Association, Oregon Parks and Recreation Association, South Carolina Recreation and Parks Association, Tennessee Recreation and Parks Association, Texas Recreation and Parks Society, Utah Recreation and Parks Association, Vermont Recreation and Parks Association, Virginia Recreation and Parks Society , Washington Parks and Recreation Association , Washington Parks and Recreation Association-Aquatic Summit, Washington Parks and Recreation Association-Business Institute, Wisconsin Parks and Recreation Association, Northern New England Institute, Texas Municipal Parks, Recreation and Tourism Association, Ohio Alliance for Health, Physical Education, Recreation & Dance, Springfield College Sports and Recreation Marketing Symposium, Gulf Coast Leadership Development Institute.
- Agency Trainings -Apex Recreation District (Colorado), Evergreen Recreation District (Colorado), Fishers Parks (Indiana), Glenview Park District (Illinois), City of Greenville Parks and Recreation (South Carolina),

Houston Parks and Recreation (Texas), Jefferson County Parks and Recreation (West Virginia), Martinsburg Berkeley County Parks and Recreation (West Virginia), Mecklenburg County Parks and Recreation (North Carolina), Missouri City Parks and Recreation (Texas), New Braunfels Parks and Recreation (Texas), Northwest Special Recreation Association (Illinois), Pearland Parks and Recreation (Texas), City of Plantation Parks and Recreation (Florida), City of Port Saint Luce Parks and Recreation (Florida), City of Roanoke Parks and Recreation (Virginia), Shawnee County Parks and Recreation (Kansas), Town of Wallingford Recreation (Connecticut), Westchester County Parks and Recreation (New York)

Lead Consultant/Trainer

Chris Nunes, CPRE is lead consultant/training for Broken Compass an agency which provides training and consulting for parks and recreation agencies from around the United States. For the past 25 years he has worked in the municipal and nonprofit parks and recreation sector and has grown from managing a one person parks and recreation department in northern Maine to his current position where he oversees multiple departments (parks and recreation, transportation, covenant administration). His current scope included managing a \$50+ million operational budget and is accountable for the oversight of 151 parks, 14 swimming pools and aquatic facilities, 220 miles of pathways, and 200 miles of streetscape.

Chris speaks and provides trainings around the country (over 600+ sessions) on topics including: business plans, contracting, creative programming, marketing, external funding, communication, leadership and succession planning and co-authored "Managing Programs and Services" in "Management of Park and Recreation Agencies – 5th Edition". Chris serves or has served on the, NRPA Director's School, Oglebay Revenue Management School (Chair 2020), NRPA Council on Accreditation, National Certification Board (NCB- Chair 2021), Rocky Mountain Revenue Management School (Chair 2012), NRPA Admin Network (Chair 2013-2014) and founded the Gulf Coast Leadership Development Institute and the Hispanic Professionals in Parks and Recreation. He is a Certified Parks and Recreation Executive and currently, he serves on the Commission for Accreditation of Park and Recreation Agencies (CAPRA), the GP RED Operating Board and as an instructor for NRPA's Director School.

In 2012, Chris was elected as a fellow of the American Academy of Parks and Recreation Administrators and in 2015 he received the National Distinguished Professional Award from NRPA. In 2016-2017 he was the President of the American Academy of Parks and Recreation Administrators, in 2019 The Woodlands Township was recognized by NRPA by winning the Gold Medal Grand Plaque Award for excellence in parks and recreation management and in 2020, The Woodlands Township received NRPA's Conservation Innovation Award. Since 2022, he has served as an advisor/mentor to the Hispanic Professionals in Parks and Recreation association and in 2023 he was recognized with the inaugural Dirk Richwine Professional Mentoring Award bestowed by the National Recreation and Parks Association.

Prior to launching Broken Compass, he served as the Chief Operating Officer/Director of Parks and Recreation for The Woodlands Township, Director of Community Services for the City of Fort Morgan, Colorado, an Assistant Professor and Program Coordinator for the Recreation Management Program at Ashland University and Director of Parks and Recreation in Fort Kent, Maine. Chris holds a bachelor's degree in Recreation Management and a master's degree in Sports Management from Springfield College in Massachusetts and a Doctorate in Parks and Recreation Administration from the University of New Mexico



Fee Schedule May 1, ~~2023-2024~~ to April 30, ~~2024-2025~~

Meeting Rooms	Fees - CPD Residents	Non-Resident Fees
Douglass Annex	\$ 65 <u>67</u> per hour	\$ 85 <u>100.50</u> per hour
Douglass Library	\$ 55 <u>57</u> per hour	\$ 75 <u>85.50</u> per hour
Hays Center	\$ 60 <u>62</u> per hour	\$ 90 <u>93</u> per hour
Martens Multipurpose Rooms	\$ 60 <u>62</u> per hour	\$ 90 <u>93</u> per hour
Leonhard Activity Room	\$ 55 <u>57</u> per hour	\$ 85 <u>85.50</u> per hour
Leonhard Group Fitness	\$ 40 <u>42</u> per hour	\$ 60 <u>63</u> per hour
Leonhard Party Room	\$ 60 <u>62</u> per hour	\$ 90 <u>93</u> per hour
Springer Cultural Center	\$ 60 <u>62</u> per hour	\$ 90 <u>93</u> per hour
Gymnasiums	Fees - CPD Residents	Non-Resident Fees
CUSR Gymnasium	\$70 per hour	\$105 per hour
Douglass Gymnasium	\$ 60 <u>62</u> per hour	\$ 90 <u>93</u> per hour
Martens Center Gymnasium	\$ 60 <u>50</u> per hour half gym	\$ 90 <u>75</u> per hour
Martens Center Gymnasium	\$ 120 <u>80</u> per hour full gym	\$ 180 <u>120</u> per hour
Leonhard Gymnasium	\$ 55 <u>57</u> per hour ¼ gym	\$ 85 <u>85.50</u> per hour
Leonhard Gymnasium	\$ 90 <u>93</u> per hour half gym	\$ 135 <u>139.50</u> per hour
Leonhard Gymnasium	\$ 160 <u>165</u> per hour full gym	\$ 220 <u>248</u> per hour
Kitchens	Fees - CPD Residents	Non-Resident Fees
Douglass Annex Kitchen	\$ 60 <u>62</u> per hour <u>flat rate</u> + room rental	\$ 85 <u>93</u> per hour <u>flat rate</u> + room rental
Douglass Library Kitchen	\$ 45 <u>47</u> per hour <u>flat rate</u> + room rental	\$ 75 <u>70.50</u> per hour <u>flat rate</u> + room rental
Hays Center Kitchen	\$ 60 <u>62</u> per hour <u>flat rate</u> + room rental	\$ 90 <u>93</u> per hour <u>flat rate</u> + room rental
Martens Center Kitchen	\$ 80 <u>82</u> per hour	\$ 120 <u>123</u> per hour
Springer Cultural Kitchen	\$ 60 <u>62</u> per hour <u>flat rate</u> + room rental	\$ 90 <u>93</u> <u>flat rate per hour + room rental</u>
Park Spaces	Fees - CPD Residents	Non-Resident Fees
Bristol Pavilion	\$ 90 <u>93</u> per block	\$ 135 <u>139.50</u> per block
Douglass Pavilion	\$ 90 <u>93</u> per block	\$ 135 <u>139.50</u> per block
West Side Park Gazebo	\$ 90 <u>93</u> per block	\$ 135 <u>139.50</u> per block
Centennial Pavilion	\$ 120 <u>124</u> per block	\$ 170 <u>186</u> per block
Hessel Pavilion	\$ 120 <u>124</u> per block	\$ 170 <u>186</u> per block
Shelters	\$ 25 <u>13</u> per hour (2 hr. min)	\$ 37.50 <u>19.50</u> per hour (2 hr. min)

Kaufman Lake Fire Ring	\$50 flat rate	\$75 flat rate
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All Facility rentals require a two-hour minimum plus a \$100 damage deposit. All pavilion rentals are done in block format and require a \$100 damage deposit. All shelter rentals require a two-hour minimum and does not have a damage deposit requirement.

Community members may book the following pavilions subject to block schedule availability. Block times are staggered. Both blocks can be reserved to secure a full day rental, including the hour between by paying for both blocks. A longer rental is possible by renting both blocks or by renting additional hours before or after the block, as permitted.

<u>Pavilions</u>	<u>Block Hours</u>	<u>Extra hours fee</u>
<u>Centennial Pavilion & West Side Bandstand</u>	10a-3p or 4-9p	<u>\$20/hr</u>
<u>Bristol, Douglass, and Hessel-Pavilions</u>	9a-2p or 3-8p	<u>\$15/hr</u>

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<u>Shelters</u>	<u>Fees</u>	<u>Non-Resident Fees</u>
<u>Porter Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Hessel Park Small Shelters</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Toalson Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Sunset Ridge Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Zahnd Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Powell Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Scott Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Turnberry Ridge Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Spalding Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Mulikin Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Millage Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Mattis Park Shelters</u>	<u>\$25.26</u>	<u>\$37.5039</u>
<u>Morrissey Park Shelter</u>	<u>\$25.26</u>	<u>\$37.5039</u>

~~Hayrack Ride \$100 for the first hour and \$75 for each additional hour for residents.~~
~~Trolley Ride \$100 for the first hour and \$75 for each additional hour for residents.~~

- ~~• Individuals or groups can reserve a smaller shelter in a CPD park for a \$25 reservation fee.~~
- ~~• A written permit is issued with the \$25 reservation fee, that states the day and time the shelter has been reserved. Shelters are rented in two-hour increments. Each additional hour beyond the minimum requirement for shelter rentals is \$10 per hour.~~
- ~~• All facility rentals require a two-hour minimum.~~
- ~~• Pavilions are rented in blocks. Block times are staggered. Both blocks can be reserved to secure a full day rental including the hour in between by paying for both blocks.~~
- ~~• If a shelter or pavilion is not rented it will be able to can be used by patrons on a first come first serve basis.~~
- ~~• Pavilion rentals include a picnic/gathering permit for up to 150 attendees.~~
- ~~• School District and school affiliated (PTA, Booster clubs, etc.) permits are a flat rate of \$100 for events when a pavilion/shelter is not included.~~

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- ~~Rentals fees account for staffing related to indoor facility rentals. Additional fees are charged for staffing when a rental occurs outside of normal operating hours.~~
- ~~Appropriate facility staff are included in the rental for any indoor facility. Additional fees may be charged for staffing rentals outside of normal operating hours.~~
- ~~There is no damage deposit for shelter rentals, except for the West Side Park Gazebo and the Pavilions.~~
- ~~All pavilion rentals are done in block format and require a \$100 damage deposit. All shelter rentals require a two hour minimum and does not have a damage deposit requirement.~~

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~~A \$50 damage deposit is required for smaller indoor party facility rentals (less than 30 people)~~

~~Non-profit organizations with a 501C(3) status and governmental agencies will qualify for the resident rates, above unless they provide a detailed request for a reduced fee to the Executive Director.~~

~~A \$100 damage deposit is required for all rentals by non-profit organizations and governmental agencies unless an agreement is developed with the organization or agency.~~

Portable Potty-House Unit Fees

Acquiring portable potty-houses is the sole responsibility of permit holder and/or renter. Renter(s) are required to use the Champaign Park District's approved vendors for this service.

Indoor Facilities Holiday Fees

Rental fees are twice the rate of normal fees listed above and requires ~~that~~ CPD staff availability. Holidays include New Year's Eve, New Year's Day, MLK Jr. Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Other days/dates that are deemed holidays by the CPD will also require holiday fee rates.

Basic Picnic/Gathering Permits* Rates ~~Damage-Deposit~~

Up to 50 75 person per day	\$50	\$100
Up to 100 150 persons per day	— \$100	— \$100

*Pavilion/Shelter rental separate. Special use charges not included.

Park Use & Wedding Permits* Rates ~~Damage-Deposit~~

Up to 250 persons per day	\$600 500	\$200
Up to 350 persons per day	\$700	\$200

*Pavilion/Shelter rental separate. Special use charges, ~~including waste management fee~~ not included.

Non-residents shall be required to pay an additional 50% more than residents.

Any event or wedding for over 350 persons will require a written proposal from the renter detailing the proposed event. The renter will work with staff to develop a detailed plan and cost estimate for the special event or wedding, which requires additional approval from multiple departments within the Park District before issuing a permit. ~~The LRC Facility Coordinator will reach out to the following staff to begin and coordinate the process: The Director and Manager responsible for park being rented, Director of Operations~~

~~and the Risk Manager will work with the Park District Rental Coordinator and with the renter to develop the event plan and specific fees.~~

Additional fees may be required for large events to provide for additional Park District logistical and operational expenses.

~~Weddings or large outdoor events are only permitted in West Side Park, Hessel Park, Centennial Park, and Douglass Park. The only parks permitted for weddings or large outdoor events are West Side Park, Hessel Park, Centennial Park, and Douglass Park as many of the parks do not have the amenities, services, or space to host a wedding.~~

Special Use Items (Extra charges for specific park permit/pavilion/shelter needs)

- ~~Waste Management~~ ————— ~~\$75 for events larger than 100 people~~
- Water Access \$50
- ~~Picnic Tables~~ ————— ~~\$30 per table~~
- ~~Bounce Houses~~ ————— ~~\$50~~
- Tent Permit Fee - \$50 per tent, per day.

Groups and individuals must have a permit to erect a tent. Location of tent and/or tents must be approved by ~~Director of Operations or Maintenance Supervisor~~ appropriate operations staff. Placement locations for tents, porta-potties, stages, etc., must be approved ~~by the Champaign Park District~~.

Showmobile:

- A deposit of 50% of the estimated total rental fee is due at time of reservation. The deposit will apply toward the total rental fee.
- \$700 rental fee per day
- \$200 flat fee for show mobile staff (These fees incur from moment the stage leaves the shop until it returns to the shop)
- If additional staff are requested or required, additional fees will apply.
- Additional charges may apply if additional equipment is required.
- \$600 per day for large generator
- \$100 per day for sound equipment
- \$100 per day for Showmobile Theatrical Lighting

Movie Truck Rentals:

- Rental includes movie screen, projector, and sound equipment
- \$100 deposit (applies toward the rental fee)
- \$100 rental fee per day
- +\$35 per hour staff fee

Flower Island Fees (August 2024 for summer 2025)

Flower Islands \$17.00 per square foot, beginning in December of 2024 through the summer of 2025.

Eddie Albert Garden Plots Fees (Beginning August 2024 for summer 2025)

<u>Plot</u>	<u>Fee (R/NR)</u>
<u>11' x 3' Raised</u>	<u>\$20/\$30</u>
<u>20' x 20' plot</u>	<u>\$40/\$60</u>
<u>20' x 30' plot</u>	<u>\$50/\$75</u>
<u>20' x 20' plot (extended season)</u>	<u>\$50/\$75</u>

Dog Park Fees

- Memberships are good for one year from date of purchase
- Dog (Resident): \$41 (Non-resident) \$46
- One Dog (Non-resident): \$61 (Non-resident) \$69
- Each Additional Dog: \$6 /\$9 non-resident
- Initial/Replacement Fob: \$10
- Monthly Trial/Visitor Pass: \$10

Urbana Dog Park members can receive a CPD Bark District Membership for \$10
CPD Dog Park members can receive a UPD membership for \$10

Sports Fields (Rates beginning January of ~~2024~~2025)

Field Name	Practice Rate	Game Rate	Supervisor	Lights
Dexter	\$2530 /2hrs	\$6062 /2hrs	\$20/hr	\$20/hr
Zahnd Little League	\$2530 /2hrs	\$6062 /2hrs	\$20/hr	\$20/hr
Zahnd Pony	\$3035 /2hrs	\$7073 /2hrs	\$20/hr	\$20/hr
Dodds 3-Plex	\$3035 /2hrs	\$7073 /2hrs	\$20/hr	\$20/hr
Dodds 4-Plex	\$3035 /2hrs	\$8083 /2hrs	\$20/hr	\$20/hr
Dodds Soccer 4v4	\$1011 /hr	—\$22/hr	—\$20/hr	—\$20/hr
Dodds Soccer 9v9 or 7v7	\$1517 /hr	\$3235 /hr	\$20/hr	\$20/hr
Dodds Soccer 11v11	\$2532 /hr	—\$5065/hr	—\$20/hr	—\$20/hr
Zahnd Football	\$3035 /hr	—\$5550/hr + lining fee	—\$20/hr	—N/A

Baseball/softball fields require rentals in 2-hour increments. Dodds Soccer requires rentals in hour increments, ~~with a 2-hour minimum.~~

Zahnd football field is a two-hour minimum. Lining fees are customized due to various field requirements.

Tournament fees are provided per request. Contractual agreements may require different fees ~~per the agreement.~~

Disc Golf Course Fees

\$200 for all day rental with restroom access at 3 plex

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John Street Pickleball Court Tournament Rental Fees

Half Complex (4 courts): \$72/hr or \$720 for the full day
 Full Complex (8 courts): \$136/hr or \$1360 for the full day

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Dodds Tennis Center Fees

Memberships (Effective fall of ~~2023~~2024)

Individual (Ages 18-54)	R/\$70	NR/\$105
Family (2-4 members)	R/\$100	NR/\$150
Each additional family member	R/\$12	NR/\$18
Senior (Ages 55+)	R/\$42	NR/\$63
Youth/Students	R/\$42	NR/\$63

Rental fee for all the courts/tennis facility \$180 per hour

Permanent Court Time

M-F	18-week fee
7:30a-5p	\$414 396
5:30-10p	\$468
Weekends	_____ 18-week fee

All times ~~\$414~~^{\$396}

Random Court Time (~~Effective As of September 2023~~2024)

Time: M-F, 7:30 a-5:30p, Member fee: ~~\$25~~^{\$24}/hr Guest fee: ~~\$28~~^{\$26}/hr
Time: M-F, 5:30-10p, Member fee: \$28/hr Guest fee: \$30/hr
Time: Sa-Su, All day, Member fee: ~~\$25~~^{\$24}/hr Guest fee: ~~\$28~~^{\$26}/hr

Sholem Aquatic Center Fees

 May 2024 – Mid August 2024

Daily Admission Fees	(R/NR)
Individual	\$9 ^{\$13.50}
3 & under	Free
Twilight Rate	\$6 ^{\$9}
Active/Retired Military	\$6 ^{\$9}
Friday Rate	\$6 ^{\$9}
10 Punch Card	\$80 ^{\$120}

Season Pool Pass

Season Pool Pass

	<u>Sale Price</u>	<u>Regular</u>
	<u>Valid through April 30, 2024</u>	<u>Fee (R/NR)</u>
Individuals	\$100 ^{\$150}	\$110 ^{\$165}
Family of 2-3	\$190 ^{\$285}	\$210 ^{\$315}
Add family members	\$40 ^{\$60}	\$40 ^{\$60}
Senior (Ages 55+)	\$80 ^{\$120}	\$90 ^{\$135}
Replacement Fob	\$5 ^{\$5}	\$5 ^{\$5}

50% off all pool passes on or after **7/5/24**

After-Hours Rentals at Sholem Aquatic Center (2024 season)

- "Ultimate Beach Party" (full-facility rental). Fee (R/NR): ~~\$618~~^{\$927} per hour
- "Surf's Up!" (limited to the river and the three slides). Fee (R/NR): ~~\$370~~^{\$555} per hour
- "Summer Nights" (limited to the main pool and lap lanes). Fee (R/NR): ~~\$300~~^{\$450} per hour

Each rental requires a minimum of two-hours.

Sholem Aquatic Center Fees

	May 2023	Mid August 2023
Daily Admission Fees	(R/NR)	
Individual	\$9/\$13.50	
3 & under	Free	
Twilight Rate	\$6/9	
Active/Retired Military	\$6/9	
Friday Rate	\$6/9	
10 Punch Card	\$80/\$120	

Season Pool Pass

Season Pool Pass	Sale Price	Regular
	Valid through April 30, 2023 Fee (R/NR)	
Individuals	\$930/\$14035	\$11006/\$16559
Family of 2-3	\$18075/\$27060	\$210204/\$31506
Add family members	\$40/\$60	\$40/\$60
Senior (Ages 55+)	\$753/\$1130	\$9086/\$13529
Replacement Fob	\$5/5	\$5/5

50% off all pool passes on or after ~~7/5/23~~

After Hours Rentals at Sholem Aquatic Center (2023 season)

- ~~▲ "Ultimate Beach Party" (full facility rental). Fee (R/NR): \$600/\$900 per hour~~
- ~~▲ "Surf's Up!" (limited to the river and the three slides). Fee (R/NR): \$360/\$540 per hour~~
- ~~▲ "Summer Nights" (limited to the main pool and lap lanes). Fee (R/NR): \$290/\$435 per hour~~

Each requires a minimum two-hour rental.

Leonhard Recreation Center Fees

<u>Annual membership rates</u>	January 1, 20242025
Non-walking infants are free	
Senior Age 55+ (R/NR)	\$105/\$157.50
Individual (R/NR)	\$125/\$190 <u>\$130.50/\$195.75</u>
Family of 2 or up to 3 (R/NR)	\$250/\$375 <u>\$261/\$391.50</u>
Each additional family member after 3 (R/NR)	\$50/\$75 <u>\$54/\$81</u>
Senior Age 55+ (R/NR)	\$95/\$145
Replacement Fob Fee (R/NR)	\$5 per family member

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Monthly Option for LRC Memberships (Effective January 1, ~~2024~~2025)

MEMBERSHIP TYPE	R	NR
Individual	\$14 <u>14.50</u>	\$21 <u>21.75</u>
Family of up to 2-3 3	\$26 <u>29</u>	\$39 <u>43.50</u>
Each additional family member after 3 Additional Family Member	\$6	\$9
Senior	\$11 <u>11.50</u>	\$16 <u>17.25</u>

Daily Admission Fee (As of Effective January ~~2024~~2025)

For those without a membership, there is an ~~\$7/\$108/12~~ (R/NR) fee.
Daily Admission Fee, but a \$6/\$9 rate for military.
The daily admission fee includes the use of the indoor playground, walking track, open gym, and weight room.

Martens Center Fees **January 1, ~~2024~~2025**

Grand Opening Special Membership Fees

Non-walking infants are free	
Senior Age 55+ (R/NR)	\$60/\$90
Individual (R/NR)	\$80/120
Family up to 3 (R/NR)	\$140/\$210
Each additional family member after 3 (R/NR)	\$40/\$60
Replacement Fob Fee (R/NR)	\$5 per family member

Monthly Option for Martens Center Memberships (as of Effective ~~May~~ January 1, 202~~3~~5)

MEMBERSHIP TYPE	R	NR
Individual	\$8	\$12
Family of 2-3	\$13	\$19
Additional Family Member	\$5	\$8
Senior	\$6	\$9

Daily Admission Fee (As of Effective January 1, 202~~3~~5)

For those without a membership, there is a \$3/\$5 (R/NR) fee.
The daily admission fee includes the use of the indoor playground, walking track, open gym, innovation center, and weight room.

Dual Membership Rate (Martens and Leonhard Centers – Effective Jan 1, 2025)

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	Annual (R/NR)	Monthly (R/NR)
Senior	\$130/\$195	\$14.44/\$21.66
Individual	\$155.50/\$233.25	\$17.28/\$25.92
Family up to 3	\$311/\$466.50	\$33.55/\$51.82
Additional Family Member	\$79/\$118.50	\$8.78/\$13.17

Program Tree Fees (Beginning Jan. 1, 2023 for spring planting 2024)

A donation of \$275 to the Champaign Parks Foundation, includes the cost of the tree, the installation by staff, and tree maintenance its lifespan. An additional donation of \$200 will purchase a 9 x 5 cast bronze plaque to personalize the tree in the park.

Flower Island Fees (August 2023 for summer 2024)

Flower Islands \$17.00 per square foot, beginning in December of 2023 through the summer of 2024.

Eddie Albert Garden Plots Fees (Beginning August 2023 for summer 2024)

Date	Location	Plot Size		Fee (R/NR)
8/1/21	10/28/22	Dodds Park	11' x 3' Raised	\$20/\$30
8/1/21	10/28/22	Dodds Park	20' x 20' plot	\$40/\$60
8/1/21	10/28/22	Dodds Park	20' x 30' plot	\$50/\$75
8/1/21	12/31/22	Dodds Park	20' x 20' plot	\$50/\$75

Dog Park Fees

Memberships are good for one year from date of purchase

Dog (Resident): \$41 (Non-resident) \$46

One Dog (Non-resident): \$61 (Non-resident) \$69

Each Additional Dog: \$6 /\$9 non-resident

Initial/Replacement Fob: \$10

Monthly Trial/Visitor Pass: \$10

Urbana Dog Park members can receive a CPD Bark District Membership for \$10

CPD Dog Park members can receive a UPD membership add on for \$10 as well

Virginia Theatre Fees

Public Events:

Current, effective 25/231/2224

Touring Commercial Attraction	\$4,750895.00 FLAT
Touring Commercial Attraction Rehearsal	\$1,250295.00 FLAT
Local Commercial Attraction	\$3,650760.00 FLAT
Local Commercial Attraction Rehearsal	\$950980.00 FLAT
Not-for-Profit Event*	\$2,500595.00 FLAT
Not-for-Profit Event Rehearsal*	\$650675.00 FLAT

Private Events:

Lobby Meeting, 30 or fewer attending	\$6567.00 FLAT (2 hour max, single lobby use, no outside catering or drink service allowed)
Lobby Meeting, 31-100 attending	\$275285.00 FLAT (4 hour max, single lobby use, outside catering/non-alcoholic drink service allowed)
Meetings in auditorium	\$2,250325.00 FLAT (incl. lobby and stage use)
Photo Shoots (no stage use)	\$8590.00 FLAT (2 hour max)
Private Party/Reception, East Lobby	\$300325.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Mezzanine Lobby	\$350375.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Front-of-House	\$1,250295.00 FLAT (4 hour max, auditorium not incl.)
Private party, Stage	\$1,750825.00 FLAT (incl. lobby use)
Private Screening (film rights not included)	\$1,250295.00 FLAT (parties of 100 or fewer, no public promotion or ticketing allowed)

Marketing Fee:

\$275-285 FLAT (brochure, website listing, social media & eBlast marketing)

*Note that touring attractions booked into the Virginia Theatre by 501(c)3 non-profits and governmental agencies will be billed at the Touring Commercial Attraction rate.

Ticketing Fees:

Box Office Staffing Fee:	\$825850.00 FLAT
Restoration (Facility) Fee:	\$1.00 Per Paid Admission—inside ticket face value
Credit Card Fee:	Patrons charged by venue “on top” of ticket face value
Ticketing Fee:	Patrons charged by venue “on top” of ticket face value

Technical Fees:

Standard Technical Package: ~~————— \$550.00 FLAT (incl. house lighting—3 color wash— and select “specials”—plus power tie-ins, basic stage microphone package, light console, sound console, and digital snake) [no change]~~

House Lights & Power:

\$500.00 FLAT

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Theatrical Lighting:

(Includes dimming system, conventional fixtures, intelligent lighting fixtures, and lighting console.)

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Please note: labor/programming extra.

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Touring Commercial Attraction \$500.00 FLAT

Local Commercial Attraction \$350.00 FLAT

Not-for-Profit Event* \$175.00 FLAT

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House Sound (L-Acoustics KARA II flown line array, 10 boxes per side, plus fill speakers ~~and subs, sound console, and standard mic package~~):

Touring Commercial Attraction	\$2, 150 <u>225</u> .00 FLAT
Local Commercial Attraction	\$1, 050 <u>095</u> .00 FLAT
Not-for-Profit Event*	\$ 550 <u>575</u> .00 FLAT

~~Intelligent Lighting: \$50.00 FLAT (per Martin MAC Aura) or \$110.00 FLAT (per Martin MAC Quantum Profile) plus stagehand time~~

Projection Systems: ~~\$395~~410.00 FLAT
(Includes *either* Christie 4K Digital or twin Norelco AA 35mm projectors) plus stagehand time [no change]

Theatrical Hazer: ~~\$605~~.00 FLAT
plus haze fluid [no change]

Spot Light: \$14~~50~~.00 FLAT
(per fixture – Robert Juliat Topaze model) plus stagehand time

*Note that touring attractions booked into the Virginia Theatre by 501(c)3 non-profits and governmental agencies will be billed at the Touring Commercial Attraction rate.

10% Service Charge added to all third-party vendor rentals (including backline and production rentals)

STAGE HANDS

The Virginia Theatre has an Agreement with I.A.T.S.E. Local No. 482 and will make final determinations on union stagehand requirements at the following rates:

	<u>Straight</u>	<u>Overtime (After 8 hrs/Sundays/Holidays)</u>
High Riggers	\$3738.50	\$5658.5025
Truck Loaders	\$3334.00	\$5051.0050
Stagehands/Wardrobe	\$2627.50	\$4041.0050
Performance/Rehearsal	\$9396.50	\$140144.0050

Resident/Non-Resident Fees

Residents living within the boundaries of the Park District regularly support park facilities and programs through property taxes. People living within the Champaign and Urbana Park District boundaries pay the “resident (R)” fee. Persons residing outside these districts will pay 50% to 100% more than the resident rates – “non-resident (NR)”.

Program Fees

Program fees and concession fees are based on the Park District’s Comprehensive Revenue Policy. All programs and concession fees must be approved by the Executive Director.

Fees charged for programs are used to offset part of the costs for special instructors, facility costs and program supplies.

Program non-resident fees are 50% more than the resident fee but any program costing over \$100 will have a maximum non-resident fee of \$50.



Fee Schedule May 1, 2024 to April 30, 2025

<u>Meeting Rooms</u>	<u>Fees - CPD Residents</u>	<u>Non-Resident Fees</u>
Douglass Annex	\$67 per hour	\$100.50 per hour
Douglass Library	\$57 per hour	\$85.50 per hour
Hays Center	\$62 per hour	\$93 per hour
Martens Multipurpose Rooms	\$62 per hour	\$93 per hour
Leonhard Activity Room	\$57 per hour	\$85.50 per hour
Leonhard Group Fitness	\$42 per hour	\$63 per hour
Leonhard Party Room	\$62 per hour	\$93 per hour
Springer Cultural Center	\$62 per hour	\$93 per hour
<u>Gymnasiums</u>	<u>Fees - CPD Residents</u>	<u>Non-Resident Fees</u>
CUSR Gymnasium	\$70 per hour	\$105 per hour
Douglass Gymnasium	\$62 per hour	\$93 per hour
Martens Center Gymnasium	\$50 per hour half gym	\$75 per hour
Martens Center Gymnasium	\$80 per hour full gym	\$120 per hour
Leonhard Gymnasium	\$57 per hour ¼ gym	\$85.50 per hour
Leonhard Gymnasium	\$93 per hour half gym	\$139.50 per hour
Leonhard Gymnasium	\$165 per hour full gym	\$248 per hour
<u>Kitchens</u>	<u>Fees - CPD Residents</u>	<u>Non-Resident Fees</u>
Douglass Annex Kitchen	\$62 flat rate + room rental	\$93 flat rate + room rental
Douglass Library Kitchen	\$47 flat rate + room rental	\$70.50 flat rate + room rental
Hays Center Kitchen	\$62 flat rate + room rental	\$93 flat rate + room rental
Martens Center Kitchen	\$82 per hour	\$123 per hour
Springer Cultural Kitchen	\$62 flat rate + room rental	\$93 flat rate + room rental
<u>Park Spaces</u>	<u>Fees - CPD Residents</u>	<u>Non-Resident Fees</u>
Bristol Pavilion	\$93 per block	\$139.50 per block
Douglass Pavilion	\$93 per block	\$139.50 per block
West Side Park Gazebo	\$93 per block	\$139.50 per block
Centennial Pavilion	\$124 per block	\$186 per block
Hessel Pavilion	\$124 per block	\$186 per block
Shelters	\$13 per hour	\$19.50 per hour
Kaufman Lake Fire Ring	\$50 flat rate	\$75 flat rate

<u>Pavilions</u>	<u>Block Hours</u>
Centennial Pavilion & West Side Bandstand	10a-3p or 4-9p
Bristol, Douglass, and Hessel Pavilions	9a-2p or 3-8p

- All facility rentals require a two-hour minimum.
- Pavilions are rented in blocks. Block times are staggered. Both blocks can be reserved to secure a full day rental, including the hour inbetween by paying for both blocks.
- Pavilion rentals include a basic picnic/gathering permit for up to 150 attendees.
- School District and school affiliated (PTA, Booster clubs, etc.) permits are a flat rate of \$100 for events when a pavilion/shelter is not rented.
- If a shelter or pavilion is not rented it can be used by patrons on a first come, first serve basis.
- Rentals fees account for staffing related to indoor facility rentals. Additional fees are charged for staffing when a rental occurs outside of normal operating hours.
- Non-profit organizations with a 501C(3) status and governmental agencies will qualify for the resident rates.

Portable Potty-House Unit Fees

Acquiring portable potty-houses is the sole responsibility of permit holder and/or renter. Renter(s) are required to use the Champaign Park District’s approved vendors for this service.

Indoor Facilities Holiday Fees

Rental fees are twice the rate of normal fees listed above and requires CPD staff availability. Holidays include New Year’s Eve, New Year’s Day, MLK Jr. Day, Memorial Day, 4th of July, Labor Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day. Other days/dates that are deemed holidays by the CPD will also require holiday fee rates.

Basic Picnic/Gathering Permits* Rates

Up to 75 person per day	\$50
Up to 150 persons per day	\$100

*Pavilion/Shelter rental separate. Special use charges not included.

Park Use & Wedding Permits* Rates

Up to 250 persons per day	\$500
Up to 350 persons per day	\$700

*Pavilion/Shelter rental separate. Special use charges, including waste management fee not included.

Non-residents shall be required to pay an additional 50% more than residents.

Any event or wedding for over 350 persons will require a written proposal from the renter detailing the proposed event. The renter will work with staff to develop a detailed plan and cost estimate for the special event or wedding, which requires additional approval from multiple departments within the Park District before issuing a permit. Additional fees may be required for large events to provide for additional Park District logistical and operational expenses. Weddings or large outdoor events are only permitted in West Side Park, Hessel Park, Centennial Park, and Douglass Park.

Special Use Items (Extra charges for specific park permit/pavilion/shelter needs)

Water Access	\$50
Tent Permit Fee	\$50 per tent, per day.

Groups and individuals must have a permit to erect a tent. Location of tent and/or tents must be approved by appropriate Operations staff. Placement locations for tents, porta-potties, stages, etc., must be approved.

Showmobile:

A deposit of 50% of the estimated total rental fee is due at time of reservation. The deposit will apply toward the total rental fee.

\$700 rental fee per day

\$200 flat fee for show mobile staff (These fees incur from moment the stage leaves the shop until it returns to the shop)

If additional staff are requested or required, additional fees will apply.

Additional charges may apply if additional equipment is required.

\$600 per day for large generator

\$100 per day for sound equipment

\$100 per day for Showmobile Theatrical Lighting

Movie Truck Rentals:

Rental includes movie screen, projector, and sound equipment

\$100 deposit (applies toward the rental fee)

\$100 rental fee per day

+\$35 per hour staff fee

Flower Island Fees (August 2024 for summer 2025)

Flower Islands \$17.00 per square foot, beginning in December of 2024 through the summer of 2025.

Eddie Albert Garden Plots Fees (Beginning August 2024 for summer 2025)

Plot	Fee (R/NR)
11' x 3' Raised	\$20/\$30
20' x 20' plot	\$40/\$60
20' x 30' plot	\$50/\$75
20' x 20' plot (extended season)	\$50/\$75

Dog Park Fees

Memberships are good for one year from date of purchase

Dog (Resident): \$41 (Non-resident) \$46

One Dog (Non-resident): \$61 (Non-resident) \$69

Each Additional Dog: \$6 /\$9 non-resident

Initial/Replacement Fob: \$10

Monthly Trial/Visitor Pass: \$10

Urbana Dog Park members can receive a CPD Bark District Membership for \$10

CPD Dog Park members can receive a UPD membership for \$10

Sports Fields (Effective January 2025)

Field Name	Practice Rate	Game Rate	Supervisor	Lights
Dexter	\$30/2hrs	\$62/2hrs	\$20/hr	\$20/hr
Zahnd Little League	\$30/2hrs	\$62/2hrs	\$20/hr	\$20/hr
Zahnd Pony	\$35/2hrs	\$73/2hrs	\$20/hr	\$20/hr
Dodds 3-Plex	\$35/2hrs	\$73/2hrs	\$20/hr	\$20/hr
Dodds 4-Plex	\$35/2hrs	\$83/2hrs	\$20/hr	\$20/hr
Dodds Soccer 4v4	\$11/hr	\$22/hr	\$20/hr	\$20/hr
Dodds Soccer 9v9 or 7v7	\$17/hr	\$35/hr	\$20/hr	\$20/hr
Dodds Soccer 11v11	\$32/hr	\$65/hr	\$20/hr	\$20/hr
Zahnd Football	\$35/hr	\$55/hr + lining fee	\$20/hr	N/A

Baseball/softball fields require rentals in 2-hour increments. Dodds Soccer requires rentals in hour increments.

Zahnd football field is a two-hour minimum. Lining fees are customized due to various field requirements.

Tournament fees are provided per request. Contractual agreements may require different fees.

Disc Golf Course Fees

\$200 for all day rental with restroom access at 3-plex.

John Street Pickleball Court Tournament Rental Fees

Half Complex (4 courts): \$72/hr or \$720 for the full day

Full Complex (8 courts): \$136/hr or \$1360 for the full day

Dodds Tennis Center Fees

Memberships	(Effective fall of 2024)	
Individual (Ages 18-54)	R/\$70	NR/\$105
Family (2-4 members)	R/\$100	NR/\$150
Each additional family member	R/\$12	NR/\$18
Senior (Ages 55+)	R/\$42	NR/\$63
Youth/Students	R/\$42	NR/\$63

Permanent Court Time

M-F	18-week fee
7:30a-5p	\$414
5:30-10p	\$468
Weekends	18-week fee
All times	\$414

Random Court Time (Effective September 2024)

Time: M-F, 7:30 a-5:30p, Member fee: \$25/hr
Time: M-F, 5:30-10p, Member fee: \$28/hr
Time: Sa-Su, All day, Member fee: \$25/hr

Guest fee: \$28/hr
Guest fee: \$30/hr
Guest fee: \$28/hr

Rental fee for all the courts/tennis facility \$180 per hour

Sholem Aquatic Center Fees

May 2024 – Mid August 2024

<u>Daily Admission Fees</u>	<u>(R/NR)</u>
Individual	\$9/\$13.50
3 & under	Free
Twilight Rate	\$6/9
Active/Retired Military	\$6/9
Friday Rate	\$6/9
10 Punch Card	\$80/\$120

Season Pool Pass

Season Pool Pass

	<u>Sale Price</u>	<u>Regular</u>
	<u>Valid through April 30, 2024 Fee (R/NR)</u>	
Individuals	\$100/\$150	\$110/\$165
Family of 2-3	\$190/\$285	\$210/\$315
Add family members	\$40/\$60	\$40/\$60
Senior (Ages 55+)	\$80/\$120	\$90/\$135
Replacement Fob	\$5/5	\$5/5

50% off all pool passes on or after **7/5/24**

After-Hours Rentals at Sholem Aquatic Center (2024 season)

- “Ultimate Beach Party” (full-facility rental). Fee (R/NR): \$618/927 per hour
- “Surf’s Up!” (limited to the river and the three slides). Fee (R/NR): \$370/555 per hour
- “Summer Nights” (limited to the main pool and lap lanes). Fee (R/NR): \$300/450 per hour

Each rental requires a minimum of two-hours.

Leonhard Recreation Center Fees

Annual membership rates

January 1, 2025

Non-walking infants are free

Senior Age 55+ (R/NR)	\$105/\$157.50
Individual (R/NR)	\$130.50/\$195.75
Family up to 3 (R/NR)	\$261/\$391.50
Each additional family member after 3 (R/NR)	\$54/\$81
Replacement Fob Fee (R/NR)	\$5 per family member

Monthly Option for LRC Memberships (Effective January 1, 2025)

MEMBERSHIP TYPE	R	NR
Senior	\$11.50	\$17.25
Individual	\$14.50	\$21.75
Family up to 3	\$29	\$43.50
Each additional family member after 3	\$6	\$9

Daily Admission Fee (Effective January 1, 2025)

For those without a membership, there is an \$8/12 (R/NR) fee.

Daily Admission Fee, but a \$6/\$9 rate for military.

The daily admission fee includes the use of the indoor playground, walking track, open gym, and weight room.

Martens Center Fees

January 1, 2025

Non-walking infants are free

Senior Age 55+ (R/NR) \$72/\$108

Individual (R/NR) \$90/\$135

Family up to 3 (R/NR) \$144/\$216

Each additional family member after 3 (R/NR) \$40/\$60

Replacement Fob Fee (R/NR) \$5 per family member

Monthly Option for Martens Center Memberships (Effective January 1, 2025)

MEMBERSHIP TYPE	R	NR
Senior	\$8	\$12
Individual	\$10	\$15
Family of 2-3	\$16	\$24
Additional Family Member	\$5	\$8

Daily Admission Fee (Effective January 1, 2025)

For those without a membership, there is a \$3/\$5 (R/NR) fee.

The daily admission fee includes the use of the indoor playground, walking track, open gym, innovation center, and weight room.

Dual Membership Rate (Martens and Leonhard Centers – Effective January 1, 2025)

	Annual (R/NR)	Monthly (R/NR)
Senior	\$130/\$195	\$14.44/\$21.66
Individual	\$155.50/\$233.25	\$17.28/\$25.92
Family up to 3	\$311/\$466.50	\$34.55/\$51.82
Additional Family Member	\$79/\$118.50	\$8.78/\$13.17

Virginia Theatre Fees

Public Events:

	Effective 5/1/24
Touring Commercial Attraction	\$4,895.00 FLAT
Touring Commercial Attraction Rehearsal	\$1,295.00 FLAT
Local Commercial Attraction	\$3,760.00 FLAT
Local Commercial Attraction Rehearsal	\$980.00 FLAT
Not-for-Profit Event*	\$2,595.00 FLAT
Not-for-Profit Event Rehearsal*	\$675.00 FLAT

Private Events:

Lobby Meeting, 30 or fewer attending	\$67.00 FLAT (2 hour max, single lobby use, no outside catering or drink service allowed)
Lobby Meeting, 31-100 attending	\$285.00 FLAT (4 hour max, single lobby use, outside catering/non-alcoholic drink service allowed)
Meetings in auditorium	\$2,325.00 FLAT (incl. lobby and stage use)
Photo Shoots (no stage use)	\$90.00 FLAT (2 hour max)
Private Party/Reception, East Lobby	\$325.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Mezzanine Lobby	\$375.00 FLAT (4 hour max, single lobby use)
Private Party/Reception, Front-of-House	\$1,295.00 FLAT (4 hour max, auditorium not incl.)
Private party, Stage	\$1,825.00 FLAT (incl. lobby use)
Private Screening (film rights not included)	\$1,295.00 FLAT (parties of 100 or fewer, no public promotion or ticketing allowed)

Marketing Fee:

\$285 FLAT (brochure, website listing, social media & eBlast marketing)

*Note that touring attractions booked into the Virginia Theatre by 501(c)3 non-profits and governmental agencies will be billed at the Touring Commercial Attraction rate.

Ticketing Fees:

Box Office Staffing Fee:	\$850.00 FLAT
Restoration (Facility) Fee:	\$1.00 Per Paid Admission—inside ticket face value
Credit Card Fee:	Patrons charged by venue “on top” of ticket face value
Ticketing Fee:	Patrons charged by venue “on top” of ticket face value

Technical Fees:

House Lights & Power: \$500.00 FLAT

Theatrical Lighting:

(Includes dimming system, conventional fixtures, intelligent lighting fixtures, and lighting console.)
Please note: labor/programming extra.

Touring Commercial Attraction	\$500.00 FLAT
Local Commercial Attraction	\$350.00 FLAT

Not-for-Profit Event* \$175.00 FLAT

House Sound (L-Acoustics KARA II flown line array, 10 boxes per side, plus fill speakers, subs, sound console, and standard mic package):

Touring Commercial Attraction \$2,225.00 FLAT

Local Commercial Attraction \$1,095.00 FLAT

Not-for-Profit Event* \$575.00 FLAT

Projection Systems: \$410.00 FLAT
(includes *either* Christie 4K Digital or twin Norelco AA 35mm projectors) plus stagehand time [no change]

Theatrical Hazer: \$60.00 FLAT
plus haze fluid [no change]

Spot Light: \$145.00 FLAT
(per fixture – Robert Juliat Topaze model) plus stagehand time

*Note that touring attractions booked into the Virginia Theatre by 501(c)3 non-profits and governmental agencies will be billed at the Touring Commercial Attraction rate.

10% Service Charge added to all third-party vendor rentals (including backline and production rentals)

Resident/Non-Resident Fees

Residents living within the boundaries of the Park District regularly support park facilities and programs through property taxes. People living within the Champaign and Urbana Park District boundaries pay the “resident (R)” fee. Persons residing outside these districts will pay 50% to 100% more than the resident rates – “non-resident (NR)”.

Program Fees

Program fees and concession fees are based on the Park District’s Comprehensive Revenue Policy. All programs and concession fees must be approved by the Executive Director.

Fees charged for programs are used to offset part of the costs for special instructors, facility costs and program supplies.

Program non-resident fees are 50% more than the resident fee but any program costing over \$100 will have a maximum non-resident fee of \$50.