



AGENDA
COMMITTEE MEETING FOLLOWED BY REGULAR BOARD MEETING
BRESNAN MEETING CENTER
706 Kenwood Road
Champaign, Illinois
Wednesday, November 8, 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/86949973253?pwd=djlHUmwvcFpZak9EzZrU0pBaEtEQT09>

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: 869 4997 3253

Passcode: 123607

Alternatively, the meeting may be accessed by telephone at:

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

Meeting ID: 869 4997 3253, followed by the # symbol

Password: 123607, 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. Review Draft: Report on Efficiencies and Increased Accountability [Link](#)

D. CLOSE THE COMMITTEE MEETING

REGULAR BOARD MEETING

A. CALL TO ORDER

B. PRESENTATIONS

1. Pepsi – Michael Comet
2. 40North – Kelly White – Mural Project

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

D. COMMUNICATIONS

E. TREASURER'S REPORT

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

F. EXECUTIVE DIRECTOR'S REPORT

1. General Announcements

G. COMMITTEE REPORTS

1. Champaign Parks Foundation

H. REPORT OF OFFICERS

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

I. CONSENT AGENDA

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

1. Approval of Minutes of the Public Hearing and Regular Board Meeting, October 11, 2023. [Link](#)
2. Approval of Minutes of the Special Board Meeting, October 25, 2023. [Link](#)
3. Approval of Inserting Michael R. Somers as Delegate, Sarah Sandquist as 1st Alternate, Jarrod Scheunemann as 2nd Alternate and Jeannie Robinson as 3rd Alternate to serve as delegates to the Annual Business Meeting of the Illinois Association of Park Districts to be held on January 27, 2023, at 3:30 p.m. [Link](#)
4. Approval of payment of the 2022 bond issue in the amount of \$1,295,379.63 due by November 30, 2023. [Link](#)
5. Approval of the low bid from CIBM Bank of 4.40% for the \$1,295,700 bond issue and to act as the bond registrar at no additional fee. [Link](#)

J. NEW BUSINESS

1. Approval of Disbursements

Staff recommends approval of disbursements for the period beginning October 12, 2023 and ending November 8, 2023. (Roll Call Vote)

2. Approval of a Resolution Estimating Taxes to be Levied for FY24-25

Staff recommend that the Board of Commissioners approve the proposed Resolution setting the tax levy for fiscal year beginning May 1, 2024 and ending April 30, 2025 at \$16,802,269, or an amount authorized by law, and schedule a public hearing on the Tax Levy Ordinance for Wednesday, December 13, 2023 at 7:00 p.m. as required by the Truth in Taxation Act. [Link](#)

3. Approval of Adoption of Ordinance No. 673: Bond Ordinance

Staff recommends Adoption of AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2023, OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH. (Roll Call Vote) [Link](#)

4. Approval of Meeting Dates for 2024

Staff recommends approval of the Board meeting dates, times, and location for 2024. [Link](#)

5. Approval of Lease Agreement with Illinois Central Railroad for the Greenbelt Bikeway Trail

Staff recommends approval and Board President signature of lease agreement with Illinois Central Railroad for the Greenbelt Bikeway Trail. [Link](#)

6. Approval of Bids for 2023 Bedding Plants

Staff recommends accepting the bids and authorizing the Executive Director to execute contracts to purchase 2023 bedding plants for each order to the respective lowest responsible bidders as follows: Park Flower Program Order with 1,834 flats to Ropp's Flower Factory for a total of \$48,995 and Flower Island Order with 1,567 flats to Connie's Country Greenhouse for a total of \$49,409. The total cost of the two recommended orders for 2024 will be \$98,404 with funds allocated in the FY24-25 operating budget. [Link](#)

K. DISCUSSION

1. FY25 Capital Budget and the 2025-2034 Capital Improvement Plan

[Link](#)

L. COMMENTS FROM COMMISSIONERS

M. 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.

N. RETURN TO REGULAR MEETING

O. ADJOURN

**CHAMPAIGN PARK DISTRICT DECENNIAL COMMITTEE ON
LOCAL GOVERNMENT EFFICIENCY REPORT**

**APPROVED BY THE PARK DISTRICT'S
DECENNIAL COMMITTEE ON LOCAL GOVERNMENT EFFICIENCY
ON JANUARY 10, 2024**



I. Purpose

The Champaign Park District ("Park District") formed its Decennial Committee on Local Government Efficiency on June 10, 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:

Craig W. Hays, President/Chair

Timothy P. McMahon, Vice President

Barbara J. Kuhl, Commissioner

Jane L. Solon, Commissioner

Michael R. Somers, Commissioner

Amy A. Durukan, Resident Member

Brian A. Davidson, Resident Member

Sarah Sandquist, Executive Director

Jarrold Scheunemann, Secretary, Director of Administrative Services

III. Committee Meetings

The Committee met as follows:

Meeting Date	Meeting Time and Place
September 13, 2023	6:00 p.m., Bresnan Meeting Center
November 8, 2023	6:00 p.m., Bresnan Meeting Center
January 10, 2024	6:00 p.m., Bresnan Meeting Center

Minutes of these meetings are available on the Park District's website (<https://champaignparks.com/board-meeting-minutes/>) or upon request at the Park District's administrative office.

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

The Champaign Park District was established as a Township Park District in 1911 and was reorganized by a referendum initiated and approved by the voters into a general Park District in 1955. All Illinois park districts, including the Champaign Park District (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 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 7.8% of the local tax bill. Additionally, only 65.67% of the revenue earned by the Park District is generated through property taxes. The remaining 34.33% is generated charges for services, interest income, and other revenue sources.

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:

- Board Policies and Procedures Manual with the following appendices:
 - Administrative and Operations Procedures Manual
 - General Conduct Ordinances and Use Regulations
 - Personnel Policy and Employee Manual
 - Safety Manual
 - Transportation Manual
 - Volunteer Manual
 - Hazard/Crisis Communication Programs
- Park District Strategic Plan
- Special Recreation Strategic Plan
- Comprehensive Master Plan
- Park District Trails Plan
- Joint City and Park District Trails Plan
- Annual Capital Improvements Budget and Rolling Ten-Year Plan
- Other Reporting at www.champaignparks.com/about-us/open-government
 - Annual Budget
 - Annual Comprehensive Financial Report

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 Special Recreation

The Park District is part of Champaign Urbana Special Recreation ("CUSR"). 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 CUSR, the Park District cooperatively partners with Urbana Park District and networks with Champaign School District Unit #4 and Urbana School District Unit #116 to provide many more program opportunities for our community members who have special needs and offers a choice between participating in CUSR's programs or in programs that are provided by the Park District.

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

- CUSR Center; In 2021, the Park District renovated its Bicentennial Center for CUSR to use for its administrative offices and programming/event space.
- Martens Center (Champaign)
- Leonhard Recreation Center (Champaign)
- Sholem Aquatic Center (Champaign)
- Douglass Community Center (Champaign)
- Prairie Farm (Champaign)
- Springer Cultural Center (Champaign)
- Virginia Theatre (Champaign)
- Phillips Recreation Center (Urbana)
- Brookens Gym (Urbana)
- Anita Purves Nature Center (Urbana)

- Crystal Lake Aquatic Center (Urbana)

CUSR also provides the support needed for participants with special needs who choose to register for the Park District programs or inclusive programming. CUSR collects information on the registered participant and determines what support is 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, CUSR 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 CUSR.

In 2022-2023, CUSR successfully served 91 residents in 267 programs. The SRA also supported 15 participants in inclusive programs that were provided by the Park District.

The Park District is very proud of the ongoing collaboration with CUSR. 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

- Reciprocal agreement with Urbana Park District (1972) for residents of either District to have the opportunity to participate in programs and use the facilities of either District at the same fee schedule (when charged) as the residents of that District.
- The Park District has a partner resident agreement with the Urbana Park District to offer the same fees, regulations, and shared memberships for both agency's dog parks.
- Member of the Park District Risk Management Association (PDRMA), a risk pooling association that collectively and cost effectively serves the needs of 160 Illinois Park Districts.
- IDALF - The Illinois Portfolio is a diversified, open-end, actively managed investment trust designed to address the short-term cash investment needs of Illinois public Investors, including park districts, forest preserve districts, conservation districts, joint recreational programs, and other public agencies. The Trust, through its various services, provides investors an opportunity to maximize their income potential while maintaining safety, liquidity, and yield as their primary investment objectives.

3. Intergovernmental agreements with other units of local government

- Champaign School District Unit #4
 - Shared development and use of gymnasiums at Barkstall and Stratton Elementary Schools.
 - Shared renovation and use of Spalding Park Baseball Field and Tennis Courts by the Park District and Champaign Central High School baseball and tennis teams.
 - Priority rental of the Park District's Lindsay tennis courts and Morrissey Park tennis courts by Champaign Centennial High School tennis team.
 - Several Park District facilities function as evacuation centers for schools during emergencies.

- City of Champaign
 - Shared redevelopment costs for the Park District's Glenn Park to expand the park, add new amenities and create water detention basins for surrounding neighborhoods.
 - Shared redevelopment costs for the Park District's Bristol Park to expand the park, add new amenities and create water detention basins for surrounding neighborhoods.
 - Shared redevelopment costs for the City of Champaign's Skelton Park in partnership with Champaign County, Experience Champaign-Urbana, and the African American Heritage Trail.
 - Management and maintenance of Hedge Park after the City of Champaign develops the park site and eight-acre detention basin in the Garden Hills neighborhood.
 - Lease of facility to the Champaign Public Library for the Douglass Branch at Douglass Park.
 - Subrecipient Agreement through the CommUnity Matters Program to provide summer youth program registrations and memberships for at risk youth.
 - Agreement with the Champaign Police Department to hire officers for special event needs.
 - Agreement to provide the Park District with shared space for its material handling needs.
 - The Park District has supported several TIF districts to attract private development and support redevelopment projects in specific neighborhoods.
 - The City and Park District share health insurance.
 - The City is providing funds to renovate the Douglass Park ballfields and concession stands.
 - Participate in the Community Coalition, which includes all branches of local government and law enforcement with a shared goal of eliminating gun violence.

- Urbana and Champaign Sanitary District (UCSD)
 - UCSD leases space for the Park District to develop and manage a dog park program.
- University of Illinois
 - The Park District has several agreements with departments and colleges within the University of Illinois for internships.
 - An agreement with University of Illinois Extension defines the terms for it to offer various programs at Park District facilities.
 - The University of Illinois created a public engagement program entitled, “Campus Community Compact.” As part of the compact, the University of Illinois provides funding for two staff members to offer technology programs and training at the Martens Center Joe DeLuce Innovation Center.
- County Clerk
 - The Park District provides space for two of the County’s vote by mail election boxes.
- Champaign-Urbana Mass Transit District (CUMTD)
 - The Park District receives a CUMTD bus to use for transporting program participants. CUMTD mechanics repair and maintain the bus on an as needed basis.
- Champaign County Forest Preserve District (CCFPD)
 - CCFPD provides various environmental education programs at Park District facilities.

4. Intergovernmental agreements with the State of Illinois

- The Illinois Department of Natural Resources leads a joint fishery program in which it manages the sport fish populations at the Park District’s Kaufman, Heritage, and Mattis lakes.
- Illinois Department of Central Management Services Joint Purchasing program to combine the buying power and streamline the bidding process for local and state governing bodies in Illinois.
- A cooperative purchasing agreement with Sourcewell that combines the buying power of and streamlines the bidding process for 50,000 units of local government and education.

5. Partnerships or agreements affiliate organizations that operate sports leagues, or recreation and cultural arts programs at Park District facilities and parks

- First String – facility and field use agreement, joint programming, sport clinics, and camps
- Little League – field use agreement
- Prime Time Volleyball – facility use agreement

- Point Fencing Club - facility use agreement
- Silver Sneakers – walking program for active adults
- Illinois Football Club – youth soccer program, leagues, clinics, and field use agreement
- Central Illinois Youth Football League - field use agreement
- Champaign County Table Tennis Club – facility use agreement
- Champaign Urbana Ballet – Theatre use agreement
- Champaign Urbana Theatre Company – Theatre use agreement

6. Partnerships or other interrelationships with non-profits

- The Park District provides jobs for individuals with disabilities through its partnership with the Developmental Services Center. Their staff clean parks and facilities throughout the Park District.
- The Park District provides jobs for individuals without addresses through its partnership with CU at Home. Their staff clean parks throughout the Park District.
- 40 North stewards the lease and purchase of sculptures that are placed throughout the Park District.
- The Don Moyer Boys and Girls Club has a license agreement with the Park District to utilize space for youth programming at the Martens Center.
- Project Read utilizes the Martens Center to offer tutoring services.
- The Park District uses the YMCA pool to train and certify its lifeguards.
- Carle Foundation Hospital and OSF Hospital offer mobile health clinics and educational programs at Park District facilities.

7. Partnerships with for profit organizations

- One Week Boutique rents the Leonhard Center two times each year to offer a community-wide consignment sale.
- Mowing, IT, and janitorial services are contracted throughout the Park District to reduce staffing and equipment costs.
- The Park District frequently contracts with fitness and program instructors to offer affordable and innovative programming.
- Champaign Urbana Pepsi Bottling Company provides beverage and snack vending machines at Park District facilities. In turn, Pepsi offers free products, sponsorships, and donates various equipment to support the Park District.

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, 2041 individuals volunteered for 9022 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 222 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:

- Fitness equipment at the Leonhard and Martens Center.
- Playground equipment for several parks.
- Several trucks and vehicles.

Champaign Parks Foundation. Last year, the Foundation raised \$1,169,282 in private donations, which help alleviate the burden on taxpayers. The Foundation also supported the Park District by:

- Providing scholarships for residents who could not otherwise afford programs.
- Stewarding several grants to support CUSR theatre programming, tree plantings, and other programs.
- Volunteering at Park District events throughout the year.
- Partners with the Park District to offer a memorial tree and bench program.

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
• Annual Tax Levy	Website, Administrative Offices
• Annual Budget and Appropriation Ordinance	Website, Administrative Offices
• Board Meeting Agenda and Minutes	Website, Administrative Offices
• Comptroller's Annual Finance Report (AFR)	Website, Administrative Offices
• Annual Audit	Website, Administrative Offices
• Conduct Ordinances	Website, Administrative Offices
• Comprehensive Master Plan	Website, Administrative Offices
• Strategic Plans	Website, Administrative Offices
• Capital Improvement Plan	Website, Administrative Offices
• ADA Transition Plan	Website, Administrative Offices
• Community Survey Results	Website, Administrative Offices
• Municipal Directory of Information	Website, Administrative Offices
• Bids and Requests for Proposals	Website, Administrative Offices

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

- The board of commissioners meets twice 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 217-398-2550 or email at info@champaignparks.org
- The Park District completed a community-wide survey in 2017. Facility (Sholem Aquatic Center, Dog Park, Recreation Center) and CUSR surveys and program

evaluations are administered on a monthly and annual basis. Public forums are utilized for park and facility development projects as well.

- The Park District most recently held a public hearing and conducted a community survey regarding an update to its ADA Transition Plan.

VIII. District Awards and Recognition

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

Illinois Distinguished Agency Accreditation (Reaccreditation achieved in 2023)

Staff completed a rigorous assessment process that resulted in the Park District receiving Illinois Distinguished Accredited Agency by the Illinois Association of Park Districts and the Illinois Park and Recreation Association. The accreditation process focuses on efficient and effective operational practices and the implementation of professional standards. The Park District has been accredited since 2000.

2023 National Gold Medal Award in Parks and Recreation

The American Academy for Park and Recreation Administration (AAPRA), in partnership with the National Recreation and Park Association (NRPA), awarded this honor to the District at the NRPA Annual Conference on October 11, 2023, in Dallas, Texas. This is the Park District's fourth gold medal. CUSR also received a gold medal in 1996.

2021 Helen Doria Arts in the Park Award

The Arts in the Park Award recognizes agencies (park districts, forest preserves, conservation, recreation, and special recreation agencies) that support the arts and partner with artists and arts organizations to enhance the quality of life in their communities.

2018 Exceptional Workplace Award

The Park District was among nine Illinois park districts to be awarded the 2018 Exceptional Workplace Award from the Illinois Park and Recreation Association's Health and Wellness Committee. The applicants were scored on staff wellness programs, continuing education, team building, community involvement, environmental policy, risk management, and professionalism.

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:

Martens Center & Human Kinetics Park (9 acres)

- Gymnasium
- Three-lane Indoor Track (12 laps = 1 mile)
- Wellness Center
- Interactive Games
- Joe DeLuce Innovation Center
- Games Room
- Group Fitness Rooms
- Multi-Media, Art, Multi-Purpose, and Library/Resource Rooms
- Instructional Kitchen
- Changing Rooms
- Outdoor Futsal Court
- Outdoor Soccer Field
- Outdoor Volleyball Court
- Outdoor Basketball Court
- Community Gardens

Centennial Park, with Leonhard Recreation Center, CUSR Center, Sholem Aquatic Center, and Prairie Farm Complex (70 acres)

- Centennial Park
 - Eight (8) Tennis Courts
 - Eight (8) Pickleball Courts
 - Baseball Field
 - Playground
 - Sledding Hill
 - Soccer Field
 - Horseshoe Pit and Bocce Courts
- Leonhard Recreation Center
 - Indoor Track access during all open hours
 - Weight/Cardio Room access during all open hours
 - Indoor Playground access during all open hours
 - Gymnasium access for basketball, pickleball and volleyball during designated open gym hours

- CUSR Center (Special Recreation Center)
 - Two basketball courts
 - Two sensory rooms
 - Activity room
- Sholem Aquatic Center
 - Sholem features a zero-depth pool with play-and-spray features, an 8-lane 25-yard lap pool, a kiddie pool with slide, a tube slide that'll send you into the lazy river, and concession stand.
- Prairie Farm
 - Seasonal petting zoo featuring farm animals such as turkeys, sheep, goats, pigs, bunnies, calves, and koi fish.

Virginia Theatre

The historic, 1,463 seat, Virginia Theatre is available for rent by individuals, organizations, governmental agencies, schools, and businesses for dance and theatrical performances, concerts, film screenings, meetings, receptions, corporate events, conferences, parties, and other public and private events.

Douglass Park (16 acres)

- Home to Douglass Community Center, Douglass Annex (Senior Center), and Douglass Branch Library
- Splash pad, open daily 10am – 7:00 pm between Memorial Day and Labor Day
- Playground with poured-in-place safety surface.
- Fitness Trail (.74 mi) with outdoor exercise equipment (Ab Crunch/Leg Lift, Assisted Row/Push-Up, Balance Steps, Cardio Stepper, Chest/Back Press, Mobility Station, Plyometrics, Pull-Up/Dip, Squat Press, Stretching Station, Tai Chi Wheels)
- Pavilion (available for rent)
- 2 Baseball Fields
- 2 Basketball Courts

Dodds Park (104 Acres)

- 4-Plex tournament quality lighted softball complex with indoor concessions and restroom facilities.
- 3-Plex tournament quality lighted softball fields.
- 11 tournament quality outdoor soccer fields of various sizes for preschool through adult play.
- Eddie Albert Community Gardens
- 18-hole disc golf course (2 pin positions: A and B course depending on setup).
- “Tribute to Olympic and Paralympic Athletes” by Jeffery S. Poss
- “Champaign County Worker’s Memorial” by Local Chapter AFL-CIO made possible by a \$25,000 IL First grant in 2001.
- Greenbelt Bikeway Trail

- Disc Golf Course

West Side Park (14 acres)

- Playground
- Walking paths
- “Capron Memorial Sculpture Garden” sculpture by William Fothergill
- “Double Dutch Jump for Joy” sculpture by Gary Bibbs
- “Fire and Police Memorial” sculpture by Brodin Studios
- “Lincoln Megalith” sculpture by Truman Jefferson “TJ” Strong
- “Prayer For Rain” sculpture by Edward Kemeys
- “Tootsie” sculpture by Dean Rose
- “Uppercutted” sculpture by Ted Sitting Crow Garner

Sixty (60) park sites totaling nearly seven hundred (700) acres, ranging in size from mini-parks, neighborhood parks, and community parks.

Nearly thirty-five (35) miles multi-purpose trails within parks and throughout the community.

- Additional recreational facilities include two senior centers, the Springer Cultural Arts Center, a six-court indoor tennis facility, 24 outdoor tennis courts, 25 softball and baseball fields, 22 soccer fields, six volleyball courts, 33 outdoor playgrounds, two skate parks, a dog park, 20 picnic shelters, four small lakes for fishing, and shared gymnasium space at two elementary schools.

2. Programs

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

The Park District offered over 1,300 programs and activities to 12,000 participants in 2022. Programs and activities include but are not limited to athletics, group fitness, fitness events, music, dance, drama, day camps, cultural and performing arts, preschool and youth programs, swimming, tennis, senior programs, special events and trips.

3. Additional Services

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

- Temporary shelter for individuals without addresses during COVID-19.
- Various clothing, food, and supply drives to benefit local charities and food banks.
- Volunteer for various not-for-profits and charities.

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, prairie restorations, and water detention improve water quality and mitigate flooding. The Park District's more than 7,000 trees have been measured for diameter at breast height (DBH) and when calculating their size and species-specific allometric equations, it is estimated that these trees sequester nearly 7.3 million lbs. of carbon in above and below ground biomass, i.e., trunks, limbs, and roots. This amount of carbon is equivalent to removing 26,000,000 lbs. of CO₂ from the atmosphere. Based on the current social cost of carbon (around \$51.27/ton of CO₂), this has saved the community roughly \$615,104.65.

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. The Park District routinely pays fees and charges on an annual basis for the following:

- Stormwater Management
- State and Local Liquor Licenses
- Elevator License and Inspection
- Fire Inspections
- Illinois State Police Background Checks
- Pool Permits
- Building Permits
- Police Protection Fees for Special Events
- Health Department Inspections

Examples of fees paid to other units of government include:

City of Champaign building permit fee for the Martens Center construction: \$11,496

- Urbana Champaign Sanitary District sanitary fee for the Martens Center construction: \$29,500
- City of Champaign building permit fee for Operations yard expansion: \$1965
- City of Champaign building permit for Bicentennial Center renovation: \$3,696
- City of Champaign building permit fee for the Virginia Fire Escape and Masonry Repair project: \$1,925
- City of Champaign parking permit fees for Springer Cultural Center and Virginia Theatre – FY17 to FY24: \$9,374 per year.
- City of Champaign stormwater utility fee: \$15,090 per year.

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.

State grants are often overly complicated to apply for and staff at the state level are not routinely available to answer questions or provide guidance, which causes delays for the Park District attempting to apply for grant funds. Once grant funding is obtained, cumbersome and time-consuming reports are due on a monthly or quarterly basis.

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.

a) Non-resident FOIA Requests. Last year, the park district spent numerous hours 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.

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 \$11,040 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.

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

Signed: _____ [CHAIR'S SIGNATURE]

**CHAMPAIGN PARK DISTRICT
MINUTES OF THE PUBLIC HEARING AND REGULAR BOARD MEETING
BOARD OF PARK COMMISSIONERS**

**October 11, 2023
PUBLIC HEARING**

The Champaign Park District Board of Commissioners held a Public Hearing on Wednesday, October 11, 2023 at 7:00 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, to discuss and receive public comments regarding the intent to discuss and receive public comments on the intent to issue \$1,295,700.00 in general obligation bonds. A notice of Public Hearing for this date and time was published in the *News-Gazette* on September 29, 2023.

Present in-person: Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, and Michael R. Somers. Present virtually as excused from physical presence due to personal illness Commissioner Jane L. Solon. Attorney Guy C. Hall attended in person.

Staff present in-person: Andrea Wallace, Director of Finance, and Heather Miller, Director of Human Resources.

Sarah Sandquist, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services were excused absences.

Open Public Hearing

Vice President McMahon opened the Public Hearing at 7:00 p.m. He indicated that the purpose of the hearing was to discuss and receive public comments regarding the intent to issue \$1,295,700.00 in general obligation bonds. A notice of Public Hearing was published in the *News-Gazette* on September 29, 2023.

There was then a motion by Commissioner Somers to appoint Guy C. Hall as Secretary *pro tem* for the October 11, 2023 Public Hearing and Regular Board Meeting. The motion was seconded by Commissioner Solon and unanimously approved.

Thereafter, there were no public comments received regarding the intent to issue general obligation bonds.

There was then a motion by Commissioner Kuhl to close the Public Hearing. The motion was seconded by Commissioner Somers and unanimously approved.

Approved:

Timothy P. McMahon, Vice President

Guy C. Hall, Secretary *pro tem*

REGULAR BOARD MEETING

The Champaign Park District Board of Commissioners held a Regular Board Meeting on Wednesday, October 11, 2023 immediately following the Public Hearing at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. Vice President Timothy P. McMahon presided over the meeting.

Present in-person: Vice President Timothy P. McMahon, Commissioners Barbara J. Kuhl, and Michael R. Somers. Present virtually as excused for physical presence due to personal illness Commissioner Jane L. Solon. Attorney Guy C. Hall attended in person.

Staff present in-person: Andrea Wallace, Director of Finance, and Heather Miller, Director of Human Resources.

Sarah Sandquist, Executive Director, and Jarrod Scheunemann, Secretary and Director of Administrative Services were excused absences.

Call to Order

Vice President McMahon called the meeting to order at approximately 7:05 p.m.

Public Comments

There were no comments from the public.

Communications

Communications were circulated by Ms. Wallace.

Treasurer's Report

Ms. Wallace presented the Treasurer's Report for the month of September 2023. She noted approximately \$5.8 million dollars in tax receipts. She also noted grant receipts in the approximate amount of \$900,000.00 for improvements to the Virginia Theatre and Spalding Park. Ms. Wallace indicated that expenditures are inline with what has been anticipated for the year and that revenues are close to exceeding what was anticipated. She also reported regarding improving interest rates on certificates of deposit and new CDs that have been acquired.

Commissioner Attendance

President Craig W. Hays attended the meeting virtually at 7:08 p.m. He had been excused from physical presence due to personal illness.

The Commissioners then inquired about real estate tax matters, specifically addressing the issue of tax assessments and complaint procedures through the county. These matters were addressed by Ms. Wallace and President Hays.

Following the discussion, Commissioner Solon moved to accept the Treasurer's Report. That motion was seconded by Commissioner Somers and unanimously approved.

Executive Director's Report

General Announcements

Ms. Wallace presented the Executive Director's Report in the absence of Ms. Sandquist. She reported that the Champaign Park District has been named a Gold Medal Winner at the National Parks and Recreation Association (NPRA) meeting. This is a substantial award for the Champaign Park District.

Committee and Liaison Reports

CHAMPAIGN PARKS FOUNDATION

Ms. Wallace indicated that there would be a report made at the November meeting.

Report of Officers

Attorney's Report

Mr. Hall reported that the Town Center Park transaction was set to be completed in the next couple of days. He also indicated that the BS&A Agreement has been resolved.

President's Report

There were congratulatory remarks regarding the Gold Medal designation from the National Parks and Recreation Association meeting.

Consent Agenda

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

1. Approval of Minutes of the Regular Board Meeting, September 13, 2023
2. Approval of Minutes of the Executive Session, September 13, 2023
3. Approval of Ratification of BS&A Software as a Service Agreement

After consideration, Commissioner Kuhl made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Somers and unanimously approved.

New Business

1. Approval of Disbursements.

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

2. Approval of a Resolution to Terminate License Agreements with the City of Champaign.

The Park District has entered into intergovernmental license agreements with the City of Champaign in connection with the development of Hedge Park. Citizen's Park is a nearby area which has not been able to be utilized for park purposes and a determination has been made to terminate the agreements with the City of Champaign and return the control of the area to the City. A motion was made by Commissioner Somers to approve the resolution to terminate the license agreements with the City of Champaign regarding Citizen's Park. The motion was seconded by Commissioner Kuhl and unanimously approved. A copy of the resolution and accompanying letter will be transmitted to the City.

3. Approval of Soliciting Bids for the Issuance of General Obligation Bonds.

The staff has recommended that the Board approve authorizing the Treasurer and Director of Finance to solicit bids for the issuance of \$1,295,700 in General Obligation Bonds for the purpose of paying debt service on certain outstanding obligations and for the financing, as applicable, the maintenance, improvements and protection of the lands, buildings, and parks, including land acquisition, and related design, facilities, improvements and costs, as provided in a resolution adopted by the Board at its Regular Meeting held September 13, 2023. A motion to approve such action was made by Commissioner Kuhl, seconded by Commissioner Somers and unanimously approved.

4. Approval of Appointment of Treasurer

The staff recommended that the Board approve the appointment of Donna Lawson as Treasurer of the Champaign Park District. Ms. Lawson has previously served in that capacity. There was a motion by Commissioner Solon to appoint Donna Lawson as Treasurer of the Champaign Park District. The motion was seconded by Commissioner Kuhl and unanimously approved. Thereafter, the oath of office as Treasurer of the Champaign Park District was administered to Ms. Lawson by Mr. Hall.

5. Approval of Resolution to Authorize Updating Approved Signatory on Bank and Investment Accounts.

Staff recommended to the Board that it approve a resolution presented to add Treasurer Donna Lawson as an authorized signatory on bank and investment accounts held by the Park District. A motion to approve such resolution was made by Commissioner Solon. The motion was seconded by Commissioner Somers and unanimously approved.

Comments from Commissioners

Commissioner Somers indicated that he attended the groundbreaking for Hedge Park and noted that there were one hundred (100) or more people in attendance at this very successful event. There were no other comments from the Commissioners.

Adjourn

There being no further business to come before the Board, Commissioner Kuhl made a motion to adjourn the meeting. The motion seconded by Commissioner Somers and unanimously approved 5-0. The meeting was adjourned at 7:25 p.m.

Approved:

Timothy P. McMahon, Vice President

Guy C. Hall, Secretary *pro tem*

**CHAMPAIGN PARK DISTRICT
MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
October 25, 2023**

The Champaign Park District Board of Commissioners held a Special Meeting on Wednesday, October 25, 2023 at 5:30 p.m. at the Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois, pursuant to published notice duly given. President Craig W. Hays presided over the meeting.

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

Staff Present: Andrea Wallace, Director of Finance, Andrew Weiss, Director of Planning, Jeannie Robinson, Director of Recreation, Jimmy Gleason, Director of Revenue Facilities, Steven Bentz, Director of the Virginia Theatre, Rachel Voss, Marketing Manager, and Shannon Walter, Program Manager.

Sean Williams, Sven Pihl, Shoshanna, Gwyneth, Mary Jane Oviatt, Adani Sanchez, Sarah Christensen, Stacey Cornell, Sam Walter, Marianne Montez, Carolyn Vance, and several other residents and members of the local wild food club and CURbanism.

Call to Order

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

Presentation

Mr. Williams presented a proposal for Board to consider a food forest development within the Park District. He defined the food forest concept and practice, highlighting the various layers of plants within the agricultural system that is designed to efficiently and sustainably produce food, protect biodiversity, and connect the public with food and nature. He shared examples of food forests in the United States, including the Refugee Food Forest in Normal, Illinois and recommended Morrissey Park as a preferred food forest option within the Park District. He estimated that initial expenses for installation could range from \$15,000 to \$60,000. Mr. Williams believes the people he surveyed utilize other providers natural areas more frequently and encouraged the Board to consider a food forest as a unique natural area to fulfill multiple needs.

Commissioner McMahon and Commissioner Kuhl asked what type of commitment is requested of the Park District and what support could be provided by the interested parties. Mr. Williams responded that residents would donate plants and their time for installation. He requested the Park District support the initiative with land and financial assistance.

President Hays requested clarification whether the goals focused on education, harvesting food, or both. Mr. Williams noted several items of local historical significance that connect with the educational mission of a food forest.

Commissioner Somers requested more information about the food forest model, particularly the harvesting rights. Mr. Williams responded that foraging would be limited. The food forest should be viewed as a living laboratory rather than a garden.

Commissioner Solon asked whether parks such as Porter Park and Sunset Ridge Parks are fulfilling local natural area needs. Mr. Williams agreed that these parks are wonderful representative examples of restored prairie natural areas, but believes Champaign is lacking in a forested natural area.

Commissioner McMahon requested more information about the potential timeline for this project. Mr. Williams responded that development would take one (1) to two (2) years to install plants and he anticipated low maintenance after this initial investment.

President Hays thanked Mr. Williams for his presentation.

Comments from the Public

Mr. Sven Pihl, a resident of Urbana and employee of the Savannah Institute shared his educational and professional background to strengthen his argument and show his support for a food forest project in Champaign. He felt it is an important educational investment in local youth.

Shoshanna, a resident of Champaign shared her appreciation for Heritage Park, its biodiversity and opportunities for bird watching. She supports the idea of a food forest to increase biodiversity, community involvement, and education.

Ms. Mary Jane Oviatt, a resident of Urbana, employee of Savannah Institute, and member of local wild food club noted that some residents live in apartment complexes with limited access to nature. She believes a food forest is a method to educate the public about the sources of their food. Ms. Oviatt concluded with a quote by J.O. Cunningham, former Supreme Court Judge (1880) and Urbana resident about the importance of wild fruit.

Ms. Adani Sanchez from CUrbanism shared her support for adding diversity to public spaces, connecting residents with the environment, educating the public about how food is grown, the efficient use of natural resources, and diversifying the uses of public spaces. Ms. Sanchez also highlighted the food forest example in Normal, Illinois.

Ms. Sarah Christensen, a resident of Champaign shared her desire to see the development of a food forest that will be within walking distance of residents, accessible, pesticide-free, and focused on native plants. She believes this form of horticulture is not labor-intensive and if it is done correctly will be a gift to the community.

Mr. Sean Williams addressed the Board again to express his interest partnering with the Park District to cultivate an endangered variety of pear tree that he found in Champaign within a local park.

President Hays thanked those who gave public comment for sharing.

Old Business

1. Approval of Easement with i3 Broadband at Thompson Park

Mr. Weiss reported that the easement is ready for the Board's consideration. Attorney Hall stated that concerns about the intersection with Ameren's easement at Thompson Park and other technical issues with the easement have been sorted out.

Commissioner Solon made a motion to approve an easement with i3 at Thompson Park pending collection of associated fees. The motion was seconded by Vice President McMahon. The motion passed 5-0.

New Business

1. Approval of a Resolution in Recognition of Shannon Walter, Program Manager

President Hays commended and thanked Ms. Walter for her heroic and lifesaving CPR efforts in response to an alert she received on her PulsePoint app. He then read aloud the following resolution to be recorded in the Board's minutes:

RESOLUTION

WHEREAS, Shannon Walter, a dedicated American Heart Association Heartsaver Instructor for the Champaign Park District since January of 2015, has demonstrated exceptional dedication to life-saving skills; and

WHEREAS, Shannon Walter has certified hundreds of part and full-time District employees on First Aid, CPR, and AED skills; and

WHEREAS, Shannon Walter, in a moment of extraordinary heroism, utilized the PulsePoint app to locate and perform life-saving CPR on a Champaign resident in need; and

WHEREAS, Shannon Walter's swift and effective response resulted in the preservation of a precious life, underscoring the vital importance of CPR training and the use of technology in emergency situations; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Champaign Park District, extend our heartfelt appreciation to Shannon Walter for her selfless and courageous act of using her expertise and the PulsePoint app to save a fellow resident's life; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Champaign Park District commends Shannon Walter for her dedication to promoting heart health and for setting a remarkable example of community service, preparedness, and compassion.

IN WITNESS WHEREOF, the Board of Commissioners of the Champaign Park District hereby presents this resolution in recognition of Shannon Walter's heroism and commitment to making Champaign a safer and more compassionate place to live, work, and play.

Commissioner Solon made a motion to approve a resolution in recognition of Shannon Walter, Program Manager. The motion was seconded by Commissioner Somers. The motion unanimously passed.

2. Approval of Bid for Heritage Park Improvements Project

Mr. Weiss reported that this project will include the installation of accessible parking spaces and will address additional ADA deficiencies at the park.

Commissioner Kuhl asked whether the low bidder's prevailing wage items have been resolved. Ms. Sandquist and Mr. Weiss confirmed that they have been resolved. Mr. Weiss added that he

spoke with staff at the Urbana Park District about a project at Meadowbrook Park that employed this contractor and they did not experience any issues.

Commissioner Kuhl made a motion to approve awarding the contract to the lowest bidder, Concrete Inc of Thomasboro IL, for \$17,360.00 and authorizing the Executive Director to enter into the contract. The motion was seconded by Commissioner Somers. The motion passed 5-0.

3. Approval of a Resolution Appointing Sarah Dixon to the Board of Directors of the Champaign Parks Foundation

Mr. Scheunemann stated that staff recommend approval of a resolution appointing Sarah Dixon to the Champaign Parks Foundation for a two-year term that expires in 2025.

Commissioner Solon made a motion to approve a resolution appointing Sarah Dixon to the Champaign Parks Foundation. The motion was seconded by Commissioner Somers. The motion passed 5-0.

4. Approval Ordinance No. 672 to Address Scrivener's Errors

Attorney Hall reported that this ordinance for allows the Board to correct scrivener's errors without the Board needing a new ordinance or resolution for approval of such corrections.

Commissioner Solon made a motion to approve Ordinance No. 672 to address scrivener's errors. The motion was seconded by Commissioner Somers. The motion passed 5-0.

Discussion Items

1. FY25 Capital Budget and the 2025-2034 Capital Improvement Plan

Ms. Sandquist recommended tabling this discussion item until the November 8, 2023 Regular Board meeting. The Board reached consensus that was in agreement with tabling this discussion item until a future meeting.

2. Pipeline Trail Expansion/ Projects Update

Mr. Weiss presented the report. The Pipeline Trail is currently a one (1) mile long, multi-use path. The trail follows an easement corridor that Marathon Oil received for a pipeline. A developer is moving forward with a project along this corridor and is required by the City to install a half-mile Pipeline Trail segment at this location. Mr. Weiss requested Board direction regarding the Park District's acceptance of this segment.

Discussion and clarification ensued about the trail segment's length, location, and trail connectivity within the area. The Board came to consensus to move forward with the trail segment and requested staff investigate options for completing other segments of the Pipeline Trail.

Ms. Sandquist reported about Park District projects. She presented the new process staff have implemented to vet and track a number of projects as well as a process for internally reviewing bids. She highlighted several recently completed projects and asked the Board if they had any additional questions regarding current projects.

Discussion and clarification ensued about the United Way's Born Learning Trail partnership, the status of the DCEO grant award at the Martens Center, and the Town Center Park matter.

Commissioner Comments

Commissioner Solon read an email she received related to the pickleball skills and drills program. The patron shared that it was the best class they had ever attended at the Park District.

President Hays and the Commissioners welcomed Jeannie Robinson as the new Director of Recreation.

Adjourn

There being no further business to come before the Board, Commissioner Kuhl made a motion to adjourn the meeting. The motion was seconded by Vice President McMahon. The motion passed 5-0 and the meeting was adjourned at 6:46 p.m.

Approved:

Craig W. Hays, President

Jarrod Scheunemann, Secretary

CREDENTIALS CERTIFICATE

This is to certify that at a meeting of the Governing Board of the

Champaign Park District

held at

Bresnan Meeting Center on November 8, 2023 at 7:00 p.m.
(Location) *(Month/Day/Year)* *(Time)*

the following individuals were designated to serve as delegate(s) to the Annual Business Meeting of the ILLINOIS ASSOCIATION OF PARK DISTRICTS to be held on **Saturday, January 27, 2024 at 3:30 p.m.:**

	<u>Name</u>	<u>Title</u>	<u>Email</u>
Delegate:	Michael R. Somers	Commissioner	michael.somers@champaignparks.org
1st Alternate:	Sarah Sandquist	Executive Director	sarah.sandquist@champaignparks.org
2nd Alternate:	Jarrod Scheunemann	Deputy Executive Director	jarrod.scheunemann@champaignparks.org
3rd Alternate:	Jeannie Robinson	Director of Recreation	jeannie.robinson@champaignparks.org

This is to certify that the foregoing is a statement of action taken at the board meeting cited above.

Affix Seal:

Signed: _____
(President of Board)

Attest: _____
(Board Secretary)

Return this form to: Illinois Association of Park Districts
211 East Monroe Street
Springfield, IL 62701-1186
Email: iapd@ilparks.org



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 31, 2023

SUBJECT: Approval to pay off 2022 General Obligation Bond

Background

The general obligation (GO) limited bond is issued annually with the payment due in lump sum with interest on November 30. Estimated interest due for the 2022 GO bond is \$40,379.63 which is \$34,875.00 more than in the prior year. Interest is calculated through November 30. The final payout will be based on the final invoice received from Fisher National Bank.

Prior Board Action

Board approved the 2022 bond issue on November 9, 2022 in the amount of \$1,255,000 plus interest at 3.51%.

Budget Impact

The bond payment plus interest is included in the FYE24 budget and will be paid out of property tax revenues.

Recommended Action

Staff recommends that the Board approve payment of \$1,295,379.63 to Fisher National Bank to pay off the 2022 bond issue. The payment for the \$1,255,000 bond issue plus interest is due no later than November 30, 2023.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Sarah Sandquist, CPRE
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 31, 2023

SUBJECT: Approval to Accept Bid to Issue the 2023 General Obligation Bond

Background

As directed by the Board of Commissioners at the October 11, 2023 meeting, bids were solicited from sixteen local banks on October 13, 2023. Bids were due no later than 02:00 p.m. CST on October 30, 2023. The prior year GO Bond (2022 was awarded to Fisher National Bank at an interest rate of 3.51%).

Bids were received from three (3) local banks for the purchase of \$1,295,700 General Obligation Bonds. These results were as follows:

<u>Bank</u>	<u>Interest Rate</u>	<u>Serve as Bond Registrar</u>	<u>If Yes, Fee Charged</u>
CIBM Bank	4.40%	Yes	\$ N/A
Hickory Point Bank	5.02%	Yes	\$ -
INB, N.A.	5.07%	Yes	\$ -

Prior Board Action

September 13, 2023 – Board of Commissioners set the date for the public hearing and approved a resolution noting the intent to issue.

October 11, 2023 – Public Hearing held on the proposed bond issue.

October 11, 2023 – Board of Commissioners authorized the Treasurer and Director of Finance to solicit bids.

Budget Impact

The legal fees and interest related to the 2023 bond issue are included in the FYE24 budget.

Recommended Action

Staff recommends that the Board accept the low bid from CIBM Bank of 4.40% for the \$1,295,700 bond issue and to act as the bond registrar at no additional fee.

Prepared by:

Andrea N. Wallace, CPA
Director of Finance

Reviewed by:

Sarah Sandquist, CPRE
Executive Director



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: November 8, 2023

SUBJECT: Approval of 2024 Board Meeting Dates

Background

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

The Board has historically met at the Bresnan Meeting Center, 706 Kenwood Road on the 2nd Wednesday (Regular Meeting, 7:00 p.m.) and the 4th Wednesday (Study Session, 5:30 p.m.) of every month, with noted exceptions for conferences and holidays. The recommended 2024 Board meeting schedule is included as an exhibit for this memo.

Prior Board Action

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

Recommended Action

Staff recommends approval of the 2024 Board meeting schedule and requests the Board consider the following options for its meeting times:

1. Keep times as they are, Regular meetings at 7:00 p.m. and Study/Special meetings at 5:30 p.m.
2. Move Study/Special Meeting to also start at 7:00 p.m.
3. Move all meetings to a 6:00 p.m. start time.

Prepared by:

Jarrold Scheunemann
Deputy Executive Director

Reviewed by:

Sarah Sandquist, CPRE
Executive Director



**CHAMPAIGN PARK DISTRICT
2024 Regular Board Meeting and Study Session Meeting Dates**

REGULAR BOARD MEETINGS Wednesdays at 7:00 p.m.	STUDY SESSION MEETINGS Wednesdays at 5:30 p.m.
January 10, 2024* (6 p.m.)	*No meeting - IAPD/IPRA Conference
February 14, 2024	February 28, 2024
March 13, 2024	March 27, 2024
April 10, 2024	April 24, 2024
**May 8, 2024	May 22, 2024
June 12, 2024	June 26, 2024
July 10, 2024	July 24, 2024
August 14, 2024	August 28, 2024
September 11, 2024	September 25, 2024
October 9, 2024	October 23, 2024
November 13, 2024	--
December 11, 2024	--

*Decennial Committee on Local Government Efficiency

**Annual Meeting immediately followed by the Regular Board Meeting



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: November 1, 2023

SUBJECT: Approval of a Resolution Estimating Taxes to be Levied for FY2025

Background

Each year, the Board is required to pass a resolution setting the tax levy for the following fiscal year (FY) 2025 if the aggregate amount exceeds 105% of the extended amount for the prior year. Following the approval of the resolution, staff will publish the Truth in Taxation notice if required. Additionally, the Park District is required to hold a public hearing on its intent to adopt such an increased tax levy at the December Board meeting.

The estimated tax extension for tax year (TY) 2023 is based on the limiting rate, rather than an estimate of the anticipated increases. Either way, the calculation for the estimated tax extension is an educated calculation based on estimated EAV and the consumer price index (CPI). The limiting rate allows for the extension for new construction and recovered enterprise zone EAV's which are not subject to tax caps in the initial year, to be maximized. The limiting rate is multiplied by the EAV estimate. This rate is calculated as follows:

Numerator – is the property taxes that we received last year multiplied by the CPI (6.5% for TY2023, limited to 5% in TY2023 under Property Tax Extension Limitation Law (PTELL)).

Denominator – is the EAV from the most recent County Assessor's Office notification received in October, decreased by the EAV for new construction and recovered enterprise zone.

This limiting rate is strictly an estimation or forecast of the future based on how close staff's assumptions are about the changes in CPI, EAV and new construction. As any one of these factors changes, so does this rate. What causes the limiting rate to change?

- New construction,
- Recovered enterprise zone or TIF,
- No growth in EAV, and
- Changes to CPI.

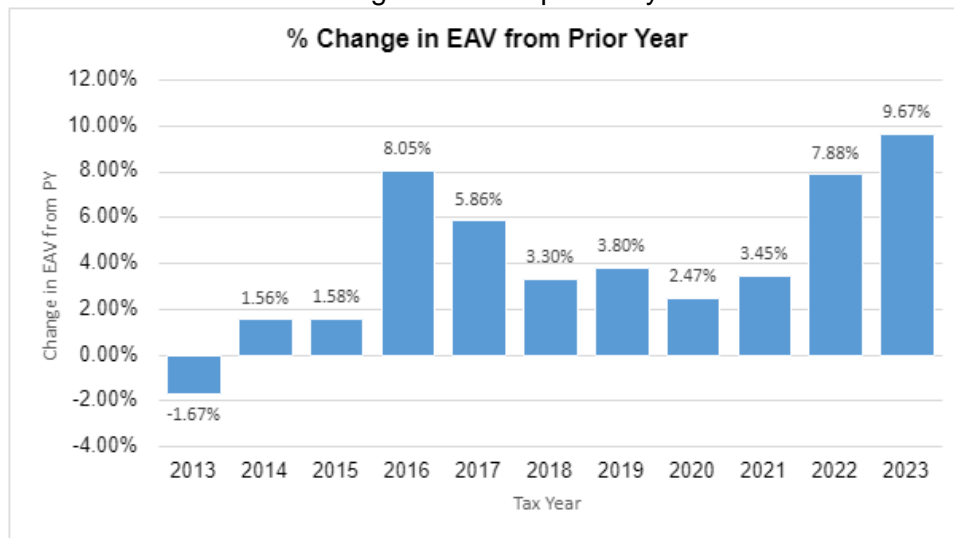
Staff calculated the extension for FY2025 with three options as follows:

- S1 Maximizes the levy by estimating the extension to capture the legal rate limitation increase allowed once the final EAV is calculated with only 15% of the tax appeal objections reduced as requested.

- S2 Based on estimated limited rate calculated by staff which allows for some the new growth added in current TY for new construction, enterprise zone or TIF's, and accounts for nearly 90% of the tax appeal objections to be granted.
- S3 Based on the new estimated EAV using the prior year tax rate. This does not maximize the benefit of the new construction EAV added in current year and estimates 90% of the tax appeal objections to be granted.

The County Clerk's Office will finalize the extension subject to legal restrictions and send the final extension in April regardless of the option selected.

EAV for TY2023 is estimated at 2,386,331,753, a 9.67% increase over the prior year. The prior year increase was 7.88%. This increase includes new construction growth, along with normal adjustments by the Champaign County Board of Review but does not reflect any decisions on appeal reductions. Historical EAV changes from the past 10 years are reflected below:



Two components of the tax rate that are based on outside sources include the bond fund rate and the revenue recapture rate allowed under 35 ILCS 200/18-233. Both these rates are legally calculated by the County Clerk based on any bond ordinances on file less any abatements filed for the Park District, and the amount of adjustments for certificates of error that were filed based on the previous tax year. In addition, the CUSR joint agreement states that both Urbana and Champaign Park District's will levy at the maximum rate of 0.0400/\$100 EAV. Should any adjustments be needed to the overall tax rate, they would be made only from the tax capped funds.

Currently the Park District's tax rate is 0.7273/\$100 EAV which increased this past year from 0.7259/\$100 EAV, specifically \$0.0014 for revenue recapture. Scenario S2 captures the cap of 5% for inflation (actual is 6.5%) plus some of the new growth. Scenario S2 calculates the maximum of \$90 million in assessed value decrease for tax appeals, although actual will most likely be less than this amount. There would be a rate increase of 0.0047/\$100 EAV, or 0.64%; this calculates to a \$3.91 annual increase for a property valued at \$250,000, or \$54.83 on a \$3,500,000 commercial building. Scenario S3 reflects a 0.23% decrease in the overall tax rate for this year at the requested amount.

The original rate calculated by the County for TY2022 was 0.7267. Staff’s estimate of the TY2023 limiting rate is 0.6330, which is an increase over the prior year of 1.59% and is used in scenario S2.

	TY2022 District Request	TY2022 Per County	TY2022 FINAL Rate	Variance (County-Final)
Estimated Limiting Rate per \$100	0.6335	0.6259	0.6259	0.0000
Non-capped Rate	0.1005	0.1008	0.1014	0.0006
Overall Rate – Requested (excludes recapture)	0.7340	0.7267	0.7273	0.0006
Rate with Revenue Recapture from prior year	0.7259	0.7273		

Additional adjustments were made to various funds as noted:

- The audit fund was increased based on preliminary conversations with external parties that an increase in rates is likely.
- The tax extension for the debt service fund was based on the estimated 2023 general obligation bond issue plus projected interest to be paid November 2024, but is subject to change based on the Champaign County Clerk’s debt service calculation.

A Truth in Taxation notice (black box) will be required to be published as all three scenarios exceed 105% of the prior year extended value.

Budget Impact

This is an estimate for taxes to be levied and collected for FY2025.

Recommended Action

Staff recommend that the Board of Commissioners approve the proposed Resolution setting the tax levy for fiscal year beginning May 1, 2024 and ending April 30, 2025 at \$16,802,269, or an amount authorized by law, and schedule a public hearing on the Tax Levy Ordinance for Wednesday, December 13, 2023 at 7:00 p.m. as required by the Truth in Taxation Act.

Prepared by:

Reviewed by:

Andrea N. Wallace, CPA
Director of Finance

Sarah Sandquist, CPRE
Executive Director

Champaign Park District
 TY2023 Limiting Rate Calculation

Estimate

Cap Amount from Previous Year
 Multiply by any Rate Increase Factor (RIF)
 Multiply by the increase in CPI, max 5%
 Total

Divide by:

Total Assessed Valuation
 Less Estimated Exemptions/reductions (BOR)
 Less Historical overstatement to Final
 Less (Estimates):
 New Construction
 New TIF
 New Annexed Values
 New EZ
 Recovered TIF
 Recovered Enterprise Zone (EZ)

Subtotal

Capped Amount
 Divide by Adjusted EAV
 Capped Rate per \$100 assessed value

Assessed Valuation - Estimated
 Limiting Rate (Capped Rate)
 Capped Extension Amount

Special Rec Extension
 Bond Extension
 Total Taxes Extended

Estimated Overall Tax Rate per \$100
 Current Year Rate
 Increase/Decrease from prior year

Estimated Levy	
	\$ 13,619,499
	1
	105.00%
	\$ 14,300,474.42 A
\$ 2,386,331,753	from county clerk website -
\$ (90,851,761)	generally available online in August
	or September each year
(27,091,260)	
-	
-	
-	
-	
(36,660)	from county
2,268,352,072	B
	14,300,474 A
	2,268,352,072 B
Calculated Limiting Rate	0.630434517 =A/B*100
	2,295,479,992
	0.6304
	14,470,706
	918,192
	1,352,711
	\$ 16,741,608.67
	0.7293
	0.7273
	0.0020

**Champaign Park District
Tax Levy Information
For For Fiscal Year Ended April 30, 2025**

Scenario options (S#)	Current (TY2022)		Levy Extension Amount					Levied Tax Rate		
			Based on:			Based on:				
			S1	S2	S3	S1	S2	S3		
	Tax Revenue	Tax Rate	Maximum Tax Rate	Maximum (uses EAV of \$2,386,331,753)	Calculated Capped Rate	Last Year's Rate and Est EAV TY2023	Maximum	Calculated Capped Limited Rate	Last Year's Rate and Est EAV TY2023	
EAV Max for RY2022	2,386,331,753									
EST EAV for RY2022	2,295,479,992									
General	\$ 7,370,066	0.3387	0.3500	\$ 8,352,161	\$ 7,830,689	\$ 7,727,244	0.3500	0.3411	0.3366	
Recreation	2,857,070	0.1313	0.3700	3,289,916	3,035,635	3,016,467	0.1379	0.1322	0.1314	
Museum	2,056,307	0.0945	0.1500	2,367,838	2,184,825	2,171,029	0.0992	0.0952	0.0946	
Insurance	398,206	0.0183	-	458,534	423,093	420,422	0.0192	0.0184	0.0183	
IMRF	219,775	0.0101	-	253,070	233,510	232,035	0.0106	0.0102	0.0101	
Social Security	528,765	0.0243	-	608,873	561,812	558,265	0.0255	0.0245	0.0243	
Audit	36,992	0.0017	0.0050	42,596	39,304	39,055	0.0018	0.0017	0.0017	
Paving and Lighting	108,799	0.0050	0.0050	119,317	115,599	114,869	0.0050	0.0050	0.0050	
Police	43,520	0.0020	0.0250	107,727	106,240	105,948	0.0045	0.0046	0.0046	
Total Subject to Tax Cap	13,619,499	0.6259		15,600,031	14,530,707	14,385,335	0.6537	0.6330	0.6267	
Special Recreation	859,515	0.0395	0.0400	954,533	918,851	918,851	0.0400	0.0400	0.0400	
Debt Service	1,312,120	0.0603	-	1,352,711	1,352,711	1,352,711	0.0567	0.0589	0.0589	
Revenue Recapture	34,816	0.0016								
Total Levy Amount	\$ 15,825,950	0.7273		\$ 17,907,275	\$ 16,802,269	\$ 16,656,897	0.7504	0.7320	0.7256	
Increase (Decrease) from Current Year Levy for FY25				\$ 2,081,325	\$ 976,319	\$ 830,947	0.0231	0.0047	-0.0017	
% Increase (Decrease) from Current Year Levy for FY25				13.15%	6.17%	5.25%	3.18%	0.64%	-0.23%	
Lessor of: Truth in Taxation Public Notice Required (% > CPI				YES	NO	NO				
Truth In Taxation Public Notice Required (%>105%)				YES	YES	YES				

CHAMPAIGN PARK DISTRICT
Property Tax Rates - Direct and Overlapping Governments
Last Ten Fiscal Years
(Unaudited)

Levy Year Fiscal Years	Rate Limit if applicable	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
Champaign Park District:													
General	0.3500	0.3497	0.3499	0.3500	0.3479	0.3345	0.3338	0.3359	0.3402	0.3440	0.3451	0.3387	
Recreation	0.3700	0.1114	0.1205	0.1259	0.1267	0.1224	0.1216	0.1206	0.1218	0.1191	0.1270	0.0603	
Museum	0.1500	0.0704	0.0808	0.0860	0.0866	0.0851	0.0904	0.0909	0.0921	0.0924	0.0931	0.0101	
IL Municipal Retirement Fund (IMRF)	N/A	0.0196	0.0246	0.0239	0.0215	0.0194	0.0188	0.0175	0.0148	0.0154	0.0100	0.0020	
Social Security	N/A	0.0220	0.0233	0.0237	0.0235	0.0209	0.0200	0.0193	0.0210	0.0205	0.0207	0.0017	
Audit	0.0050	0.0013	0.0014	0.0013	0.0013	0.0012	0.0012	0.0013	0.0013	0.0013	0.0014	0.0183	
Liability Insurance	N/A	0.0183	0.0210	0.0213	0.0195	0.0192	0.0187	0.0190	0.0192	0.0180	0.0182	0.0243	
Debt Service	N/A	0.0697	0.0964	0.0480	0.0710	0.0665	0.0642	0.0641	0.0631	0.0623	0.0611	0.1313	
Paving and Lighting	0.0050	0.0049	0.0050	0.0050	0.0050	0.0050	0.0049	0.0050	0.0050	0.0050	0.0050	0.0945	
Police	0.0250	0.0015	0.0016	0.0013	0.0013	0.0013	0.0013	0.0013	0.0008	0.0013	0.0019	0.0050	
Special Recreation	0.0400	0.0400	0.0400	0.0400	0.0400	0.0394	0.0400	0.0400	0.0400	0.0400	0.0400	0.0395	
Revenue Recapture											0.0024	0.0016	
		0.7088	0.7645	0.7264	0.7443	0.7149	0.7149	0.7149	0.7193	0.7193	0.7259	0.7273	0.19%
City of Champaign		1.3152	1.3152	1.3152	1.3152	1.3152	1.3152	1.3152	1.3152	1.3152	1.3152	1.3152	0.00%
Champaign County		0.8138	0.8511	0.8636	0.8672	0.8458	0.8481	0.8157	0.8189	0.8327	0.8342	0.8355	0.16%
Forest Preserve District		0.0880	0.0931	0.0944	0.0947	0.0923	0.0925	0.0927	0.0930	0.1089	0.1073	0.1071	-0.19%
City of Champaign Township		0.0404	0.0467	0.0472	0.0419	0.0392	0.0393	0.0398	0.0401	0.0430	0.0459	0.0438	-4.58%
Champaign-Urbana Public Health District		0.1163	0.1259	0.1290	0.1307	0.1267	0.1276	0.1040	0.1533	0.1327	0.1338	0.1340	0.15%
Parkland College		0.5191	0.5253	0.5259	0.5460	0.5436	0.5411	0.5339	0.5355	0.5405	0.5378	0.5353	-0.46%
Champaign School District Unit 4		4.1185	4.3014	4.3884	4.4117	4.2704	5.0299	5.0510	5.0507	5.1334	5.1102	5.1472	0.72%
Champaign-Urbana Mass Transit District		0.2966	0.3198	0.3282	0.3332	0.3235	0.3274	0.3313	0.3343	0.3428	0.3466	0.3504	1.10%
Total		8.0167	8.3430	8.4183	8.4849	8.2716	9.0360	8.9985	9.0603	9.1685	9.1569	9.1958	

Note 1: Fiscal Years - The annual levy covers the subsequent fiscal year beginning May 1 annually and is approved in November of the preceding fiscal year.

Note 2: Tax rates per \$100 of assessed value

Source: Champaign County Clerk

RESOLUTION

2024-2025 TAX LEVY

WHEREAS, the Champaign Park District proposes to adopt an aggregate levy for the fiscal year commencing May 1, 2024 and ending April 30, 2025 in amount greater than 105% of the amount of property taxes (exclusive of election costs) extended by said District for the final aggregate levy of the preceding year; and

WHEREAS, it is required by law that in such circumstances, this Board of Commissioners of said District determine the amounts, exclusive of election costs, estimated to be necessary to be raised by taxes for said 2024-2025 fiscal year upon the taxable property in said District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Champaign Park District does hereby determine and declare that the amount of money, exclusive of election costs, estimated to be necessary to be raised by taxation upon the taxable property in Park District for the fiscal year commencing May 1, 2024 and ending April 30, 2025 is \$16,802,269.

BE IT FURTHER RESOLVED that the estimated amount to be raised by taxes exceeds 105% of the prior year extension and therefore does require public notice.

BE IT FURTHER RESOLVED that the District shall give public notice of and hold a public hearing on its intent to adopt a tax levy, as required by the Truth in Taxation Act, such hearing to be held on December 13, 2023 at 7:00 p.m. The hearing will be held in person at Bresnan Meeting Center 706 Kenwood Road, Champaign, Illinois; and by Zoom video or telephone conferencing, if preferred by utilizing the Zoom meeting information contained on the District's following website: <https://champaignparks.com> .

APPROVED by the President and Board of Commissioners of the Champaign Park District this 8th day of November 2023.

APPROVED:

Craig Hays, President

ATTEST:

Jarrod Scheunemann, Secretary



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 31, 2023

SUBJECT: Adoption of Ordinance No. 673: AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2023, OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Background

Each year the Champaign Park District (Park District) issues General Obligation Bonds in order to fund necessary improvements and repairs to Park District property and to make the payment of debt service on outstanding alternate revenue bonds issued to build Sholem Aquatic Center. Last year the Board authorized the issuance of \$1,255,000 of General Obligation Bonds. CPI increased 7.0% in 2022, however under Property Tax Extension Limitation Law (PTELL) the Park District is limited to increase the prior year debt service extension base by no more than 5.0%. The new bond issue amount increases to \$1,295,700. The interest rate for the 2022 bond issue was 3.51%.

Prior Board Action

September 13, 2023– The Board approved a resolution stating the Park District’s need and intent to issue \$1,295,700 of General Obligation Bonds for FYE24 and approved a resolution setting the public hearing for October 11, 2023.

October 11, 2023 – The Board authorized the Treasurer and Director of Finance to solicit bids, and public hearing on proposed bond issue was held.

Budget Impact

The GO Bond issuance has been included in the FYE24 budget for payment on the alternate revenue bonds and capital improvement purchases.

Recommended Action

Staff recommends adoption of Ordinance No. 673: An ordinance authorizing and directing the issuance, sale and delivery of general obligation limited tax park bonds, Series 2023, of the Champaign Park District, Champaign County, Illinois; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; and authorizing certain other documents and actions in connection therewith.

Prepared by:

Andrea N. Wallace, CPA
Director of Finance

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

ORDINANCE NO. 673

OF THE

CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS

PASSED

NOVEMBER 8, 2023

\$1,295,700

**GENERAL OBLIGATION LIMITED TAX PARK BONDS
SERIES 2023**

ORDINANCE

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ORDINANCE NO. 673

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2023, OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Champaign Park District, Champaign County, Illinois (the “District”) is a park district and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois and has all powers of a park district as provided in The Park District Code, as amended (the “Park Code”), and as such powers are supplemented by the Local Government Debt Reform Act, as amended (collectively, the “Act”); and

WHEREAS, the District has heretofore issued and has outstanding the following obligations:

<u>Series</u>	<u>Date</u>	<u>Original Principal Amount</u>	<u>Principal Amount Outstanding</u>
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013A (the “Series 2013A Bonds”)	July 2, 2013	\$4,670,000	\$1,040,000

WHEREAS, the District desires to refund and provide for the payment of the principal of and interest on the Series 2013A Bonds due on December 15, 2023 (the “Refunding”); and

WHEREAS, the District has determined that it is advisable, necessary and in the best interests of the public health, safety and welfare to provide funds for the purpose of building, maintaining, improving and protecting the parks and boulevards of the District and for the payment of expenses incident thereto (the “Project”); and

WHEREAS, pursuant to the Park Code, the District may issue its non-referendum bonds and notes in an amount not exceeding 0.575% of the total assessed valuation of all taxable property in the District; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Board of Park Commissioners of the District adopted a resolution calling a public hearing (the “Hearing”) on October 11, 2023, concerning the intent of the District to sell bonds in an amount not to exceed \$1,295,700 to finance the Project and the Refunding; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *News-Gazette*, the same being a newspaper having general circulation in the District; and

WHEREAS, the Hearing was held on October 11, 2023, and at the Hearing, the District explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on October 11, 2023, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, the District is authorized under the Park Code and the Act to issue and sell its General Obligation Limited Tax Park Bonds, Series 2023 in the aggregate principal amount of \$1,295,700 (the “Bonds”) to pay costs of (a) the Project, (b) the Refunding and (c) issuing the Bonds; and

WHEREAS, the issuance of the Bonds and all other applicable indebtedness of the District will not exceed 0.575% of the total assessed valuation of all taxable property in the District; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the District and of its inhabitants at this time to authorize the issuance and delivery of said bonds for the purposes aforesaid as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Bond Counsel” means Gilmore & Bell, P.C., or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the District.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the General Obligation Limited Tax Park Bonds, Series 2023, authorized and issued by the District pursuant to this Ordinance.

“Bond Proceeds Fund” means the fund by that name referred to in **Section 501** hereof.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the District’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category as United States Government Obligations or higher by a nationally recognized rating service.

“District” means the Champaign Park District, Champaign County, Illinois, and any successors or assigns.

“Federal Tax Certificate” means the Federal Tax Certificate executed by the District, in substantially the form attached hereto as **Exhibit B**.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance adopted by the governing body of the District, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Paying Agent” means the party designated as Paying Agent pursuant to **Section 203** hereof and any successors and assigns.

“Permitted Investments” means any legally permissible investment of funds of the District.

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means building, maintaining, improving and protecting the parks and boulevards of the District and for the payment of expenses incident thereto.

“Purchaser” means CIBM Bank, Champaign, Illinois, as the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Series 2013A Bonds” means the District’s General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013A.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial account for the benefit of the District.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Limited Tax Park Bonds, Series 2023 of the District in the aggregate principal amount of \$1,295,700 (the “Bonds”), for the purpose of providing funds to pay costs of (a) the Project, (b) the Refunding, and (c) issuing the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in denominations of \$100,000 and integral multiples of \$100 in excess thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) The Bonds shall be dated the date of original issue and delivery, shall become due on November 30, 2024 (subject to redemption and payment prior to their Stated Maturity as provided in **Article III** hereof) and shall bear interest at the rate of 4.40% per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof, payable on November 30, 2024.

Section 203. Designation of Paying Agent.

(a) CIBM Bank is hereby designated as the District’s paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of the Bonds (herein called the “Paying Agent”).

(b) The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the District and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be (1) the Treasurer of the District or (2) a commercial banking association or corporation or trust company organized and doing business under the laws of the United States of America or of the State of Illinois, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office designated by the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed.

(d) Any payment of principal of, Redemption Price, or interest on the Bonds that becomes due on a day when the Paying Agent is not open for business shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(e) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The District shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the District and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the District and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the District of such Special Record Date and, in the name and at the expense of the District, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest paid on all Bonds and, upon the District's written request, shall forward a copy or summary of such records to the District.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The District covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office designated by the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The District shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The District and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the District of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The District and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The

authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the President of the District, attested by the manual or facsimile signature of the Secretary of the District and countersigned by the manual or facsimile signature of the Treasurer of the District and shall have the official seal of the District affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The President, Secretary and Treasurer of the District are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, upon payment to the District of the purchase price of the Bonds.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) The District shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount when the District and the Paying Agent have been furnished with the following to their satisfaction: (1) proof of ownership, (2) proof of loss or destruction or, in the case of a defaced Bond, the Bond, and (3) adequate security to indemnify the District and the Paying Agent against any loss they may suffer on account of such replacement.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the District may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the District or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the District's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the District.

Section 209. Sale of Bonds. The sale of the Bonds to the Purchaser shall be in the amount of \$1,295,700 (representing 100% of the aggregate principal amount of the Bonds). Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. At the option of the District, the Bonds may be called for redemption and payment prior to their Stated Maturity as a whole or in part, at any time at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 30 days prior to the Redemption Date of the District's written instructions specifying the principal amount, Stated Maturity, Redemption Date and Redemption Price of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

(b) Bonds shall be redeemed only in the principal amount of \$100,000 and integral multiples of \$100 in excess thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturity as determined by the District, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$100,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$100,000 are then Outstanding, then for all purposes in connection with such redemption each \$100,000 of face value shall be treated as though it were a separate Bond of the denomination of \$100,000. If it is determined that one or more, but not all, of the \$100,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$100,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$100,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$100,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the District's behalf by mailing a copy of an official redemption notice by first class mail at least 15 days but not more than 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of the partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office designated by the Paying Agent.

(c) Prior to any Redemption Date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the District defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(f) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

(g) With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the District that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.

(a) The Bonds shall be general obligations of the District payable as to both principal and interest from ad valorem taxes levied without limitation as to rate upon all the taxable tangible property within the District's territorial limits. The full faith, credit and resources of the District are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

(b) Notwithstanding any other provision of this Ordinance to the contrary, the annual amount of the taxes to be extended by the County Clerk of Champaign County, Illinois to pay the Bonds and all other limited bonds (as defined in the Local Government Debt Reform Act, as amended) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the District (the "Base"). No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the District. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable property within the District the following direct annual tax:

<u>FOR THE</u> <u>LEVY YEAR</u>	<u>A TAX SUFFICIENT</u> <u>TO PRODUCE THE SUM OF:</u>
2023	\$1,352,553 for principal and interest due on November 30, 2024

(b) If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the District Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the District and to reimburse said general funds for money so expended when said taxes are collected.

(c) The District covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and

the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the Secretary of the Board is hereby directed to file a certified copy of this Ordinance with the County Clerk of Champaign County, Illinois, and it shall be the duty of said County Clerk to annually, in and for the year 2023 ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in the year 2023 for general corporate purposes, in order to raise the amount aforesaid and in the year 2023 such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the District, and when collected, the taxes hereby levied shall be placed in the Debt Service Fund.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the District's treasury and shall be held and administered by the District's Treasurer the following separate funds:

- (a) Bond Proceeds Fund, which contains a Refunding Account and a Project Account.
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be deposited as follows:

- (a) \$530,600 shall be deposited into the Refunding Account of the Bond Proceeds Fund and used to pay the principal of and interest on the Series 2013A Bonds due on December 15, 2023.
- (b) \$765,100 shall be deposited into the Project Account of the Bond Proceeds Fund and applied in accordance with **Section 507** hereof

Section 503. Application of Money in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the District for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due. The District Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay principal or Redemption Price of and interest on the Bonds as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption Price and interest will become due. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

Section 504. Deposits and Investment of Money.

(a) Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the District so that there shall be no commingling of such funds with any other funds of the District.

(b) Money held in any fund referred to in this Ordinance may be invested by the District Treasurer at the direction of the Board of Park Commissioners, in accordance with this Ordinance and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment may be made for a period extending longer than to the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity and funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the District to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged. Thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the District the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the District, and the Registered Owner thereof shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the District shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Money in the Project Account.

(a) Moneys in the Project Account of the Bond Proceeds Fund shall be used by the District solely for the purpose of (1) paying the costs of the Project in accordance with the plans and specifications to be approved by the Board of Park Commissioners and filed in the office of the Secretary of the Board and (2) paying the costs and expenses of issuing the Bonds.

(b) The District's Treasurer shall make withdrawals from the Project Account of the Bond Proceeds Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the District and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the District and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;

(b) by suit, action or other proceedings in equity or at law to require the District, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the District contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the District and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the District's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the District has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the District has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof.

(b) Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the District, for the purpose of paying and discharging any of the Bonds, or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the District, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The District will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it

will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Federal Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Federal Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The District covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

(f) The District also covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved and incorporated herein, with such changes therein as shall be approved by the President, which officer is hereby authorized to execute the Federal Tax Certificate for and on behalf of the District, such officer’s signature thereon being conclusive evidence of his or her approval thereof.

Section 802. Amendments.

(a) The rights and duties of the District and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the District with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Secretary of the Board. No such modification or alteration may:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) effect a reduction in the amount which the District is required to pay as principal of or interest on any Bond;
- (3) permit preference or priority of any Bond over any other Bond; or
- (4) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the District at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the District may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the District amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary of the Board and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the Secretary of the Board to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Secretary of the Board a copy of the ordinance of the District hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The District shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 803. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the District and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the District shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee

establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the District.

Section 804. Further Authority. The officers of the District, including the President, the Vice President, the Treasurer and the Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 805. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the District, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Paying Agent and the Registered Owners of the Bonds.

Section 806. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 808. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the Board of Park Commissioners.

ADOPTED by the Board of Park Commissioners of the Champaign Park District, Champaign County, Illinois on the 8th day of November, 2023.

Aye: _____.

Nay: _____.

Absent: _____.

President

Attest: _____
Secretary

**EXHIBIT A
TO ORDINANCE
(FORM OF BONDS)**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. _____**

**Registered
\$1,295,700**

**CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS
GENERAL OBLIGATION LIMITED TAX PARK BOND
SERIES 2023**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
4.40%	November 30, 2024	December __, 2023

REGISTERED OWNER: CIBM BANK

PRINCIPAL AMOUNT: ONE MILLION TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED DOLLARS

THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, a park district and political subdivision of the State of Illinois (the “District”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above, payable on November 30, 2024.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register (hereinafter defined) at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at CIBM Bank, Champaign, Illinois (the “Paying Agent”). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the “Bond Register”) at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (b) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such interest, containing the electronic

transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the District designated “General Obligation Limited Tax Park Bonds, Series 2023,” aggregating the principal amount of \$1,295,700 (the “Bonds”), issued by the District for the purpose of (1) building, maintaining, improving and protecting the parks and boulevards of the District and for the payment of expenses incident thereto, (2) refunding certain obligations of the District, and (3) paying costs of issuing the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Illinois and an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the District. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the District, the Bonds may be redeemed and paid prior to maturity as a whole or in part, at any time in such order of maturity as directed by the District (Bonds of less than a full maturity to be selected in multiples of \$100,000 principal amount by lot or in such other equitable manner as the Paying Agent shall designate) at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 15 days but not more than 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the District defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Although this Bond constitutes a general obligation of the District and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “Law”). The Law provides that the annual amount of the taxes to be extended to pay the issue of bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Law) of the District (the “Base”). Payments on the Bonds from the Base will be made on a parity with the payments on the outstanding limited bonds heretofore issued by the District. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District’s limited bonds.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$100,000 and integral multiples of \$100 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the

Ordinance and upon payment of the charges therein prescribed. The District and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois; and that the total indebtedness of the District, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation, if any.

IN WITNESS WHEREOF, THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, has caused this Bond to be executed by the manual or facsimile signature of its President, attested by the manual or facsimile signature of its Secretary, countersigned by the manual or facsimile signature of its Treasurer and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

**CHAMPAIGN PARK DISTRICT,
CHAMPAIGN COUNTY, ILLINOIS**

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

By: _____
President

Registration Date: _____

(Seal)

CIBM BANK,
Champaign, Illinois, as Paying Agent

ATTEST:

By _____
Authorized Signer

Secretary

Countersigned:

Treasurer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**EXHIBIT B
TO ORDINANCE**

FEDERAL TAX CERTIFICATE

[On file in the Office of the Secretary of the Board.]

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Champaign Park District, Champaign County, Illinois, and as such officer I am the keeper of the records and files of the Board of Park Commissioners of said District.

I do further certify that the foregoing constitutes a full, true and complete copy of an ordinance adopted by the Board of Park Commissioners of the District on the 8th day of November, 2023, entitled:

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2023, OF THE CHAMPAIGN PARK DISTRICT, CHAMPAIGN COUNTY, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

I do further certify that the deliberations of the Board of Park Commissioners of said District on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board of Park Commissioners of said District at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code, as amended, and that said Board of Park Commissioners has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 1st day of December, 2023.

Secretary of the Champaign Park District,
Champaign County, Illinois

FEDERAL TAX CERTIFICATE

Dated December 1, 2023

OF

**CHAMPAIGN PARK DISTRICT
CHAMPAIGN COUNTY, ILLINOIS**

**\$1,295,700
General Obligation Limited Tax Park Bonds,
Series 2023**

FEDERAL TAX CERTIFICATE

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

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* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”) is executed December 1, 2023 by the Champaign Park District, Champaign County, Illinois (the “**Park District**”), a political subdivision organized and existing under the laws of the State of Illinois.

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Park District of \$1,295,700 principal amount of General Obligation Limited Tax Park Bonds, Series 2023 (the “**Bonds**”), under Ordinance No. 673, adopted November 8, 2023 (the “**Ordinance**”), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Park District is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The Park District adopted a Tax Compliance Procedure on December 1, 2016, as it may from time to time be amended (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the Park District to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedures to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Park District represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the New Money Portion or the Refunding Portion, as applicable, reduced by amounts **(1)** in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, **(2)** that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and **(3)** representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that **(a)** is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and **(b)** is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of **(1)** the earnings on the fund for the immediately preceding Bond Year, or **(2)** one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any Bond or Bonds described in the recitals, authenticated and delivered under the Ordinance.

“Bond Compliance Officer” means the Park District’s Treasurer or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Park District.

“Bond Year” means the period commencing on the Issue Date and ending on November 30, 2024.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as set forth on *Exhibit D* and the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and Section 4.2(b) of this Tax Certificate

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Bonds and the Original Obligations as described on *Exhibit D*.

“Gross Proceeds” means **(a)** sale proceeds (any amounts actually or constructively received by the Park District from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), **(b)** Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), **(c)** any amounts held in a sinking fund for the Bonds, **(d)** any amounts held in a pledged fund or reserve fund for the Bonds, **(e)** any other replacement proceeds and **(f)** any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Debt Service Fund.
- (2) Bond Proceeds Fund, which contains a Refunding Account and a Project Account.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (e.g., a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means December 1, 2023.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services), however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to the New Money Portion of each item of property financed as part of the Financed Facility, the period beginning on the later of (i) the Issue Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Bonds or (B) the end of the expected economic useful life of the property. For each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, “measurement period” means the period beginning on the later of (i) the issue date of the Original Obligations or (ii) the date the property was or will be placed in service, and ending on the earlier of (A) the final maturity date of the Bonds or (B) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means when used in reference to the Bonds or the New Money Portion, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“New Money Portion” means the portion of the Bonds described in Section 3.6.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the ordinance adopted by the Board of Park Commissioners of the Park District on November 8, 2023 authorizing the issuance of the Bonds, as amended and supplemented in accordance with the provisions of such ordinance.

“Original Obligations” means the Park District’s General Obligation Bonds (Alternate Revenue Source), Series 2005, which was the first issue of tax-exempt governmental bonds that financed or refinanced portions of the Financed Facility.

“Park District” means the Champaign Park District, Champaign County, Illinois and its successors and assigns, or any body, agency or instrumentality of the State of Illinois succeeding to or charged with the powers, duties and functions of the Park District.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

“Project” means all of the property being acquired, constructed, extended, and improved by the Park District using the New Money Portion of the Bond proceeds, Original Obligation proceeds and Qualified Equity, as described on *Exhibit D*.

“Purchaser” means CIBM Bank, Champaign, Illinois, the original purchaser of the Bonds.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of **(a)** 60 days prior to the official intent date, as applicable, or **(b)** three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following agreements or arrangements:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Park District’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby **(a)** the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, **(b)** the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and **(c)** the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Refunded Obligations” means the principal of and interest on the Series 2013A Bonds due on December 15, 2023.

“Refunding Portion” means the sale proceeds of the Bonds identified in Section 3.6 together with the remaining Gross Proceeds of the Bonds properly allocable to the refunding of the Refunded Obligations.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2013A Bonds” means the Park District’s \$4,670,000 original principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013, issued July 2, 2013, the proceeds of which refunded the Original Obligations.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Park District’s Tax Compliance Procedure adopted on December 1, 2016.

“Tax-Exempt Bond File” means documents and records for the Bonds, the Refunded Obligations and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Park District. The Park District represents and covenants as follows:

(a) **Organization and Authority.** The Park District **(1)** is a political subdivision organized and existing under the laws of the State of Illinois, and **(2)** has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to adopt the Ordinance, and to execute and deliver the Bonds and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents,

and **(3)** by all necessary action has been duly authorized to adopt the Ordinance and to execute and deliver the Bonds and this Tax Certificate, acting by and through its duly authorized officials.

(b) Tax-Exempt Status of Bonds—General Covenant and Allocation of Proceeds to Project.

(1) The Park District (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Park District, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Park District has and will account for the expenditure of the Bond proceeds and Qualified Equity for the Project as described in Section 4.2. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(c) Tax-Exempt Obligations—Use of Proceeds and Financed Facility. Throughout the Measurement Period, **(A)** all of the Financed Facility has been and is expected to be owned by the Park District or another Qualified User, **(B)** no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, and **(C)** the Park District will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) Governmental Obligations—Private Security or Payment. As of the Issue Date, the Park District expects that none of the principal and interest on the Bonds will be and the payment of principal of and interest on the Refunded Obligations has not been (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by **(i)** any interest in property used or to be used for a Non-Qualified Use, or **(ii)** any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Park District) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Park District will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) No Private Loan. Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) Management or Service Agreements. As of the Issue Date, the Park District has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the Park District will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) Leases. As of the Issue Date, the Park District has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the Measurement Period, the Park District will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) Limit on Maturity of Bonds. A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” of the Financed Facility is attached to this Tax Certificate as *Exhibit D*. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel and attached hereto as *Exhibit A*, does not exceed the average reasonably expected economic life of the Financed Facility as such terms are used in Code § 147(b).

(i) Expenditure of Bond Proceeds; Reimbursement.

(1) The Park District will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) The Park District will not allocate any proceeds of the New Money Portion of the Bonds to reimburse an expenditure paid prior to the Issue Date.

(j) Registered Bonds. The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) Bonds Not Federally Guaranteed. The Park District will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) IRS Form 8038-G. Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Park District contained in this Tax Certificate or otherwise provided by the Park District. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Park District for execution and for the Park District’s records. The Park District agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as *Exhibit B*.

(m) Hedge Bonds. At least 85% of the net sale proceeds (the sale proceeds of the New Money Portion less any sale proceeds invested in a reserve fund) of the New Money Portion will be used to carry out the governmental purpose of the New Money Portion within 3 years after the Issue Date, and not more than 50% of the proceeds of the New Money Portion will be invested in Investments having a substantially guaranteed Yield for 4 years or more. At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) Compliance with Future Tax Requirements. The Park District understands that the Code and the Regulations may impose new or different restrictions and requirements on the Park District in the future. The Park District will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) Single Issue; No Other Issues. The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Park District (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) Interest Rate Swap. As of the Issue Date, the Park District has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds or the Refunded Obligations. The Park District will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) Guaranteed Investment Contract. As of the Issue Date, the Park District does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Park District will be responsible for complying with Section 4.4(d) if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) Bank Qualified Tax-Exempt Obligation. The Park District designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Park District reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Park District (and all subordinate entities of the Park District) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and

(2) the Park District (including all subordinate entities of the Park District) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Park District under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article III is to certify, under Regulations § 1.148-2(b), the Park District’s expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Park District’s conclusion that the Bonds are not arbitrage bonds. The

individuals executing this Tax Certificate on behalf of the Park District are officers of the Park District responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the Park District's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Park District's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Park District set forth in this Tax Certificate are reasonable. The Park District has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Bonds are being issued for the purpose of providing funds to (a) finance the cost of the Financed Facility, (b) refund the Refunded Obligations, and (c) pay certain costs of issuing the Bonds.

The purpose of refunding the Refunded Obligations is to provide an orderly plan of financing.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Ordinance:

Debt Service Fund
Bond Proceeds Fund, which contains a Refunding Account and a Project Account

Section 3.5. Amount and Use of Bond Proceeds.

(a) **Amount of Bond Proceeds.** The total proceeds to be received by the Park District from the sale of the Bonds will be \$1,295,700.

(b) **Use of Bond Proceeds.** The Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$530,600 will be deposited in the Refunding Account of the Bond Proceeds Fund to pay the principal of and interest on the Refunded Obligations becoming due on December 15, 2023.

(2) \$765,100 will be deposited in the Project Account of the Bond Proceeds Fund to pay costs of the Project and costs of issuing the Bonds.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the Park District is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules. Under Regulations § 1.148-9(h), the Bonds will be treated as 2 separate issues (a New Money Portion and a Refunding Portion) for purposes of applying certain of the arbitrage restrictions under Code § 148.

Section 3.7. Current Refunding.

(a) **Proceeds Used For Current Refunding.** A portion of the proceeds of the Bonds will be used to pay principal of and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) Transferred Proceeds. There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore, there are no transferred proceeds of the Bonds.

Section 3.8. Project Completion. The Park District has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the New Money Portion on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the New Money Portion will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.9. Sinking Funds. The Park District is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Park District expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) Debt Service Reserve Fund. No reserve or replacement fund has been established for the Bonds.

(b) No Other Replacement or Pledged Funds. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Obligations, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Park District encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) Issue Price. Based on the certifications of the Purchaser in the Purchaser's Receipt and Certificate, the issue price of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") is the price paid by the Purchaser (\$1,295,700).

(b) Bond Yield. Based on the issue price, the Yield on the Bonds is 4.3529%, as computed by Bond Counsel as shown on *Exhibit A*. The Park District has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) No Abusive Arbitrage Device. The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Park District to exploit the difference between

tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) No Over-Issuance. The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Park District, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Park District does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) Purpose of Article. The purpose of this Article IV is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Park District recognizes that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Park District further acknowledges that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) Written Policies and Procedures of the Park District. The Park District intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Park District has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) Bond Compliance Officer. The Park District when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction amounts, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12. In each case, all costs and expenses incurred by the Park District shall be treated as a reasonable cost of administering the Bonds and the Park District shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facilities.

(a) Record Keeping. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3

years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Park District and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Park District's premises.

(b) Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures. The Bond Compliance Officer will account for the investment and expenditure of New Money Portion proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of New Money Portion proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as *Exhibit F*. Proceeds of the Refunding Portion and other money will be used as described in Sections 3.5 and 3.7. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds of the Original Obligations to the Financed Facility through requisitions from the proceeds fund established under the documents authorizing the Original Obligations. This allocation is summarized on *Exhibit D* and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) Annual Compliance Checklist. Attached as *Exhibit E* is a sample annual compliance checklist for the Bonds. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) Opinions of Bond Counsel. The Bond Compliance Officer is responsible for obtaining and delivering to the Park District any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate, including any advice or Opinion of Bond Counsel required by this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Park District will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) Project Account of the Bond Proceeds Fund. The New Money Portion of Bond proceeds deposited in the Project Account of the Bond Proceeds Fund and any subaccounts thereunder and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any such unspent proceeds remain in the Project Account of the Bond Proceeds Fund after 3 years, those amounts may continue to be invested without Yield restriction so long as the Park District pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the New Money Portion of the Bonds is exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.

(b) Proceeds Allocable to Current Refunding. Bond proceeds deposited in the Refunding Account of the Bond Proceeds Fund allocable to a current refunding of the Refunded Obligations may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) Debt Service Fund. To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(d) Minor Portion. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) General. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) Established Securities Market. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using 1 of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) Certificates of Deposit. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) Guaranteed Investment Contracts. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Park District makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation **(A)** that the potential provider did not consult with any other potential provider about its bid, **(B)** that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Park District or any other person (whether or not in connection with the bond issue), and **(C)** that the bid is not being submitted solely as a courtesy to the Park District or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the Park District’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(vii) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least 3 bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, **(A)** a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, **(B)** any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and **(C)** a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Park District retains the following records with the Bond documents until 3 years after the last outstanding Bond is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Park District, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) Other Investments. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *The New Money Portion Qualifies as a Rebate-Exempt Small Issue.*

(1) the Park District is a governmental unit under State law with general taxing powers;

(2) no Bond allocable to the New Money Portion is a “private activity bond” as defined in Code § 141;

(3) 95% or more of the net proceeds of the New Money Portion are to be used for local governmental activities of the Park District; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by the Park District during the current calendar year is not reasonably expected to exceed \$5,000,000. The Park District understands that, for this purpose: (i) the Park District and all entities which issue bonds on behalf of the Park District are treated as one issuer; (ii) all bonds issued by an entity subordinate to the Park District are treated as issued by the Park District; and (iii) bonds issued by the Park District to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) *Conclusion as to Small Issuer Exemption.* Based on these certifications, Bond Counsel has advised the Park District that the New Money Portion of the Bonds is exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

Section 4.6. Rebate Instructions. All sale proceeds of the Refunding Portion of the Bonds and Investment earnings thereon will be used to pay (a) principal of and interest on the Refunded Obligations on December 15, 2023, or (b) costs of issuance for the Refunding Portion of the Bonds. Other than the Debt Service Fund, no sinking, pledge, or reserve fund or other similar fund has been or is expected to be established for the Bonds. Additionally, the Park District expects the Debt Service Fund to qualify as a Bona Fide Debt Service Fund in each Bond Year. Based on these certifications, Bond Counsel has advised the Park District that no rebate computations are necessary with respect to the Refunding Portion of the Bonds, so long as the proceeds are spent for the purposes described in this paragraph. If the proceeds are not so spent, if the Debt Service Fund fails to qualify as a Bona Fide Debt Service Fund in any Bond Year, or if the Park District establishes any sinking, pledge, reserve fund or other similar fund, the Park District is obligated to engage Bond Counsel, an independent certified public accountant or a rebate analyst to compute arbitrage rebate on the Refunding Portion of the Bonds and to pay rebate to the United States at least once every five years, and within 60 days after the discharge of the last Bond, in accordance with Code § 148(f).

Section 4.7. Filing Requirements. The Park District will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of Article IV of this Tax Certificate regarding payment of arbitrage rebate and yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of Section 4.2 relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of any of the Registered Owners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Park District receives this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Park District may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Park District will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Certificate the Park District is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The Park District is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Park District understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the Park District its respective successors and assigns, and inures to the benefit of the parties to this Tax Certificate and the owners of the Bonds. Nothing in this Tax Certificate or in the Ordinance or the Bonds, express or implied, gives to any person, other than the parties to this Tax Certificate, their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Registered Owners pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Illinois.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned by execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Park District, as of the Issue Date.

**CHAMPAIGN PARK DISTRICT,
CHAMPAIGN COUNTY, ILLINOIS**

By: _____
Title: President

By: _____
Title: Bond Compliance Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B
IRS FORM 8038-G

EXHIBIT C

Reserved.

EXHIBIT D

Description of Property Comprising the Project.

EXHIBIT E

**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds (“Bonds”) financing Financed Facility:	General Obligation Limited Tax Park Bonds, Series 2023
Issue Date of Bonds:	December 1, 2023
Placed in service date of Financed Facility:	_____
Name of Bond Compliance Officer:	_____
Period covered by request (“Annual Period”):	_____

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the Park District during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, early childhood program, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the Management or Service Agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Bond Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

**CHAMPAIGN PARK DISTRICT
CHAMPAIGN COUNTY, ILLINOIS
\$1,295,700
General Obligation Limited Tax Park Bonds,
Series 2023**

Final Written Allocation

The undersigned is the Bond Compliance Officer of the Champaign Park District, Champaign County, Illinois (the “**Park District**”) and in that capacity is authorized to execute federal income tax returns required to be filed by the Park District and to make appropriate elections and designations regarding federal income tax matters on behalf of the Park District. This allocation of the proceeds of the bond issue referenced above (the “**Bonds**”) is necessary for the Park District to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “**Code**”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Park District or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Background. The Bonds were issued on December 1, 2023 (the “**Issue Date**”), by the Park District. A portion of the Bonds were issued in order to provide funds for the building, maintaining, improving and protecting the parks and boulevards of the District and for the payment of expenses incident thereto (the “**Project**”). The Bonds were issued pursuant to Ordinance No. 673, adopted November 8, 2023 of the Park District. The new money portion of proceeds of the Bonds were deposited to the following accounts:

Project Account of the Bond Proceeds Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the Park District allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Park District for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds

and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Park District reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

**CHAMPAIGN PARK DISTRICT, CHAMPAIGN
COUNTY, ILLINOIS**

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**SCHEDULE 1
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 31, 2023

**SUBJECT: Approval of Lease Agreement with Illinois Central Railroad
for the Greenbelt Bikeway Trail**

Background

Following ratification of extant lease 2070/3015841, Board asked if the lease term could be extended by ten years. Staff reached out and the railroad sent new lease (attached) with updated term and rental for CPD approval.

Prior Board Action

September 13, 2023, Regular Board Meeting—Board approved Ratification of Lease Agreement with Illinois Central Railroad for the Greenbelt Bikeway Trail.

Budget Impact

Rental Schedule (Item 3 of new lease) indicates \$200 per annum years 1-5, \$250 per annum years 6-10, \$300 per annum years 11-15, and \$350 per annum years 16-20.

Recommendation

Staff recommends approval and Board President signature of lease agreement with Illinois Central Railroad for the Greenbelt Bikeway Trail.

Prepared by:

Reviewed by:

Andrew Weiss
Park Planner

Sarah Sandquist
Executive Director

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 TWENTY (20) YEARS commencing on the 15th day of July, 2017, and ending at 12:00 AM CST on the 14th day of July, 2037, 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
11-15	07-15-2027 to 07-14-2032	\$ 300.00
16-20	07-15-2032 to 07-14-2037	\$ 350.00

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 injury 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 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

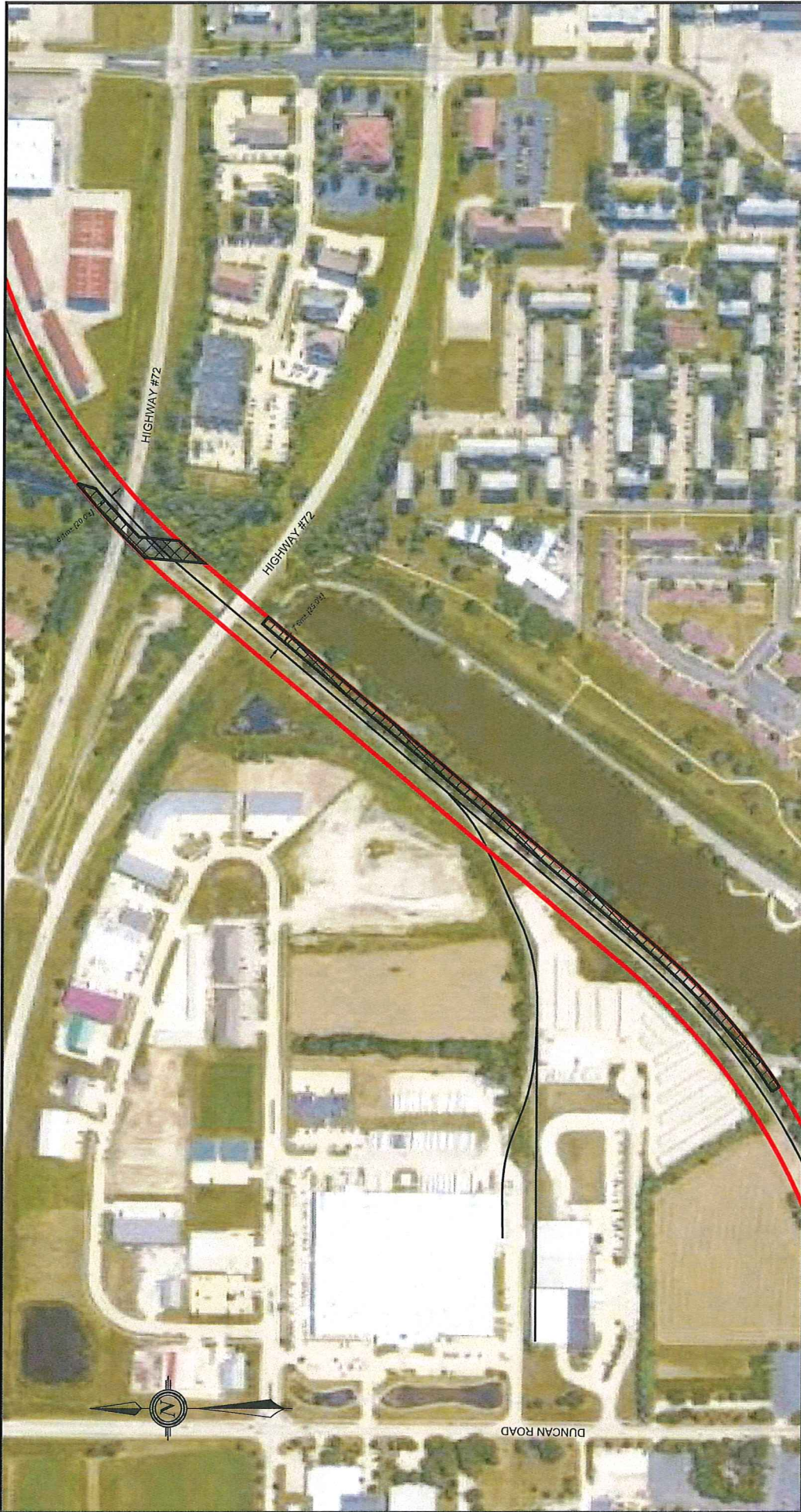
LESSEE:


By: _____

Print Name: _____

Print Title: _____

EXHIBIT A



<p>DESCRIPTION: PART OF 2070/ILPR/100562 (1.47 Acs. ±) Champaign State of Illinois United States of America</p>	<p>LEASE SKETCH</p> <p>☒ Subject Lands/Terrain Sujet</p>	<p>SUBDIVISION: Champaign (341)</p> <p>SPUR / ANTENNE: Seymour Ind. Line (01S)</p> <p>MILEAGE / MILLIAIRE: H.B 127.7 (2.67 - 3.16)</p> <p>DATE: May 18, 2023</p> <p>SCALE / ÉCHELLE: 1:5000</p>	 <p>DUNCAN ROAD</p> <p>HIGHWAY #72</p> <p>HIGHWAY #72</p> <p>625ft</p> <p>200m</p> <p>0ft 125 250 50 100</p>
<p>THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'ARPENTAGE</p>			





REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 31, 2023

SUBJECT: Bids for 2024 Bedding Plants

Background

A bid request for the 2024 Bedding Plants was published in the in the October 8th *News Gazette*. Additionally, the bid packet was sent directly to thirteen greenhouses, and advertised on the Park District website. The bid packet specifies that the Park Flower Program and the Flower Island Program will be awarded to two separate vendors to ensure quality product.

YEAR	# OF FLATS	COSTS BOTH PROGRAMS	AVG/FLAT
2015	5,590	\$84,609.00	\$15.14
2016	5,693	\$96,018.25	\$16.87
2017	5,245	\$94,575.00	\$18.03
2018	4,795	\$93,655.40	\$19.53
2019	4,488	\$92,619.50	\$20.64
2020	4,431	\$93,962.00	\$21.21
2021	3,928	\$101,560.00	\$25.86
2022	3,686	\$88,876.00	\$24.11
2023	3,534	\$92,761.00	\$26.25
2024	3,401	\$98,404.00	\$28.93

Prior Board Action

On December 14, 2022, the Board approved an increase to the Flower Island Fee from \$15.50 per square foot to \$17.00 per square foot for the 2024 season. On September 13, 2023, the Board approved the Flower Island Fee to remain at \$17.00 per square foot for the 2025 season.

Bid Results

Bids were opened and read aloud on October 31st. Two businesses submitted two bids each. One bid for the Park Flowers and one for the Flower Islands. The bid results are tabulated below.

Bidder	PARK FLOWER (1834 flats)	FLOWER ISLAND (1567 flats)
Ropp's Flower Factory, Gibson City, IL	\$48,995.00	\$46,500.00
Connie's Country Greenhouse, Latham, IL	\$53,390.00	\$49,409.00

Budget Impact

Based on the recommended bids, the total cost of the two bedding plant orders for 2024 will be \$98,404.00 or \$28.93 per flat. This is an increase of \$2.68 (10%) per flat over last year. Funds will be allocated in the FY 2024-2025 operating budget. The current fee for the Flower Island Program is \$17.00 per square foot.

Recommended Action

Staff recommends awarding the contract for each bid to the respective low bidders as follows: Park Flower Program bid for a total of \$48,995.00 to Ropp's Flower Factory and, Flower Island Program bid for a total of \$49,409.00 to Connie's Country Greenhouse.

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.

Prepared by:

Erin Dietmeier
Horticulture Supervisor

Reviewed by:

Daniel Olson
Director of Operations and Planning



REPORT TO PARK BOARD

FROM: Sarah Sandquist, Executive Director

DATE: October 24, 2023

SUBJECT: FY25 Capital Improvement Plan Budget and Capital Improvement Plan 2025-2036

Purpose:

The FY25 Capital Improvement Plan (CIP) Budget and the broader Capital Improvement Plan for 2025-2036 emphasizes two overarching goals: a systematic evaluation of potential projects and the need for a proactive approach to addressing the community's parks and recreation needs. These goals are grounded in ongoing operations and maintenance, with a primary objective of modernization. Staff firmly believe that the Park District should prioritize the maintenance of existing assets before embarking on new projects.

Budget Implications:

The FY25 CIP Budget should address several immediate needs, including deferred maintenance and critical projects. These include roof replacement, parking lot and tennis court resurfacing, as well as the restoration and renovation of Clark Park as well as the desire to progress with future phases of the John Street pickleball complex.

In light of these needs, staff propose adding sixty-one (61) items to the CIP budget and plan from the master projects list. These items have been carefully selected to align with the Park District's goals and address critical facility and park needs. The prioritization and funding of these projects will be essential for the overall success of our capital improvement plan to ensure safe, fun, accessible, and vital parks and recreation resources for the residents of Champaign Park District.

Discussion:

Staff recommend the Board consider the major facility and flagship park needs during a facilitated retreat with Broken Compass in the near future. This collaborative approach will enable the Board to explore these important issues in a focused and constructive manner, helping to make informed decisions and set priorities for the reserve fund.

Prepared by:

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

Dan Olson
Director of Operations and Planning

Jarrod Scheunemann
Deputy Executive Director

Sholem Outdoor Public Address Sys.	Replacement of Public Address System	\$24,000.00
Sholem Defender Filter	Replaces Filtrex System brought from Spalding Pool	\$352,000.00
CUSR Street Pull-in Engineering *	Drop off/pick up lane for CUSR participants, busses, vans	\$67,000.00
CUSR Street Pull-In Construction *	Safety and efficiency issues with current drop off procedure	\$230,000.00
ADA Audit and Transition Plan *	Americans with Disabilities Act Audit and Plan	\$150,000.00
Strategic Plan	Replaces previous plan for 3 to 5 years	\$90,000.00
Douglass Baseball Improvements *	Additional donations. New fields, concessions, restrooms, etc.	\$400,000.00
Springer Flooding	Projects to prevent flooding of basement	\$22,000.00
P-Farm Pavilion Design/Engineer	PARC Grant to be announced in Feb. \$1,250,000 total grant	\$100,000.00
Contingency	Unexpected expenditures related to capital items. Five percent of total capital.	\$174,432.00
TOTAL FY24/25		\$3,713,072.00

PROJECT NAME FY25/26	DESCRIPTION		FY 25/26
Hays Kitchen Remodel Design			\$200,000.00
Sholem Blue Slide Reseal			\$6,000.00
Dodds Tennis Center Exterior Walls	Wrap walls of building with new metal and insulation		
Sholem Interior Lockers	Replacement of locker set with possible new technologies		
P-Farm Pavilion Construction *	PARC Grant to be announced in Feb. \$1,250,000 total grant		\$1,249,000.00
Dodds Park Outdoor Sports Goals	Replacement of Dodds soccer goals.		\$14,000.00
Douglass Annex Roofing	Replacement		\$150,000.00
Douglass Community Center Roofing	Replacement		\$200,000.00
Zahnd Baseball Fields Lighting	Move to LED for both fields.		\$400,000.00
Springer Kitchen *	Renovation of kitchen, break and assembly area		\$80,900.00
Springer Basement Restroom	Renovation of two restrooms		\$80,900.00
Carle At the Fields Trail Node #3	One each year installed over four years.		\$25,000.00
Virginia Theatre Terra Cotta	Repair Terra Cotta on the facility façade. Some are broken		\$50,000.00
Virginia Theatre East Lobby Reno. ^*	Concessions expansion and improvements in room and kitchen		\$200,000.00
Leonhard Gym Curtain Replacement	Three total curtains.		\$10,900.00
West Side Bandshell Exclusion	Possibly do on an artist contract.		\$29,000.00
Commissioners Park Natural Area	Phase one of prairie planting		\$20,000.00
Kaufman Boat House	Removal and Replacement of Boathouse		\$600,000.00
Contingency	Unexpected expenditures related to capital items. Five percent of total capital.		
TOTAL FY25/26			

PROJECT NAME FY26/27	DESCRIPTION			FY 26/27
Hays Kitchen Remodel Construction *	Kitchen, pantry, Activity Room, ADA compliance, etc.			
Douglass Community Center Renov. *	Locker rooms, first floor restrooms, ADA compliance, stage, teen			\$600,000.00
Carle at the Fields Trail Node #4	One each year installed over four years.			\$25,000.00
Wesley Post-construction Reno. *	Improvements after City's Boneyard Upgrades (path, playground, etc)			
Virginia Theatre Interior Plaster	Wear, tear, humidity on plaster. Will need this amount every three years.			\$20,000.00
Bresnan Auto Back-up Generator	Server and emergency back-up			\$89,000.00
Hazel Park Path Extensions*~	Expansion and link to city sidewalks			\$150,000.00

Virginia Theatre Step Lighting	All stairs for safety. Possible Risk Management dollars?			\$15,000.00
Boulware Trail Retaining Wall Replacement	Old ties are disintegrated. Will need neighbors involvement.			\$55,900.00
Centennial Pickleball Complex Restrooms	Restroom/Concessions Building			\$390,000.00
Virginia Theatre Tuckpoint Exterior	West side of building in bad shape.			\$50,000.00
TOTAL FY26/27				

PROJECT NAME FY27/28	DESCRIPTION				FY 27/28
Douglass Annex Kitchen Remodel*~	Upgrade cabinets and counter depths if possible. Maybe dishwasher. To meet public health and ADA, may need designer.				\$55,000
Powell Park Path Additions*~	Expansion of internal paths including linking existing connections to city sidewalks.				\$80,000
Lindsay Court Refurbish	Eight courts				\$40,000
Springer Upper Level Restrooms	Renovation of two restrooms				\$85,900
Bark District Fencing Replacement	Major replacements all or parts				\$20,900
Operations Painting/Skin North and East S	Painting or re-skin options. Overhead door trim replacement (currently aluminum)				\$80,900
Springer Kitchen Remodel (Instructional K	Remodel to an instructional kitchen and new appliances and ADA				\$68,000
TOTAL FY27/28					

PROJECT NAME FY28/29	DESCRIPTION				FY 28/29
Spalding Tennis	Refurbishment of six courts				\$24,000
Centennial Pickleball Complex	Refurbishment of eight courts.				\$20,000
Dodds Soccer Lighting	Fields 7 and 10. Uses two existing poles. Need four other new poles.				\$250,000
TOTAL FY28/29					

PROJECT NAME FY29/30	DESCRIPTION				FY29/30
Dodds 4-Plex Field Lighting	Move to LED				\$210,000
Prairie Farm House Interior *	Major renovation addressing aesthetics, electrical, user efficiency and ADA Transition Plan issues.				\$80,000
Bresnan Roofing					\$225,000
TOTAL FY29/30					

PROJECT NAME FY30/31	DESCRIPTION				FY30/31
Powell Park Sidewalk Linking	Connecting internal pathways to city's sidewalks through houses in two areas.				\$25,000
Leonhard Kitchenette Replacement	Replace sink, counter, cabinet and refrigerator in the party room.				\$18,000
TOTAL FY30/31					

PROJECT NAME FY31/32	DESCRIPTION				FY31/32
Dodds Tennis Curtains	Replaceme five curtains and mechanisms that separate courts.				\$10,900
TOTAL FY31/32					

