



Sycamore

PARK DISTRICT

Established 1923

940 East State Street
Sycamore, IL 60178
email: info@sycamoreparkdistrict.com

(TEL) 815/895-3365
(FAX) 815/895-3503
www.sycamoreparkdistrict.com

**Sycamore Park District
Regular Board Meeting**

February 25, 2014

6:00 pm

Maintenance Building, 435 Airport Road

AGENDA

CALL TO ORDER (Roll Call Vote)

APPROVAL OF REGULAR AND CONSENT AGENDA (Voice Vote)

APPROVAL OF MINUTES:

3. Special Meetings – (Voice Vote)

January 15, 2014, January 29, 2014, February 5, 2014, February 18, 2014

10. Regular Meeting –

January 21, 2014

Executive Session Minutes –

January 21, 2014, February 5, 2014

(APPROVE TO REMAIN CONFIDENTIAL – VOICE VOTE)

PUBLIC INPUT:

APPROVAL OF MONTHLY CLAIMS:

17. Claims Paid Since Board Meeting (Roll Call Vote)

22. Claims Presented (Roll Call Vote)

CONSENT AGENDA:

28. Superintendent of Finance Monthly Report

31. Budget Report/Monthly Cash Flow Monthly Report

47. Superintendent of Golf Operations Monthly Report

50. Superintendent of Parks and Facilities Monthly Report

54. Superintendent of Recreation Monthly Report

57. Executive Director Monthly Report

CORRESPONDENCE-

59. Thank you – Donahoe Family

60. Thank you – NIU Bridal Fair

61. IAPD Letter

62. Clubhouse Rental – Kim Byrne Rental

“Sycamore Park District - we put the **MORE** in Sycamore”

“Sycamore Park District is an equal opportunity provider and employer”

Board of Commissioners Meeting

February 25, 2014

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CORRESPONDENCE (cont)-

- 63. Clubhouse Rental – Martin, Goodrich & Waddell Rental
- 64. IDOT from Director Gibble

POSITIVE FEEDBACK/REPORTS**PRESENTATION OF TECH STUDY FINDINGS—Jackie/Sikich****MONTHLY PRESENTATION: Bart Desch—“Providing More”****OLD BUSINESS:**

- 66. CAC Members—Dan
- 67. Part-Time Benefits Proposal—Jeff/Bart
- 70. Approval of Part-Time Personnel Manual—Dan
- 72. Final Draft Equipment Replacement Schedules—Dan
- 74. Follow-up On Question of Site Supervision for Youth Sport—Bart

NEW BUSINESS:

- Approval of Park Name—Dan
- 77. Approval of Modifications in Budget—Jackie
- 88. Draft Budget and Appropriation Ordinance—Jackie
- 96. Approval of Executive Summary—Jeanette
- 98. Review of Changes in Pool Fees and Hours—Bart
- 101. Adoption of MOU’s—Bart
- 130. Review and Approval of Recommended Changes in Purchase Policy—Jackie
- 140. Approval of PARC Grant Resolutions—Dan
- 144. Ordinance 02-2014 Authorizing Contract for Land Purchase—Dan
- 161. An Ordinance (03-2014) authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property in and for the Sycamore Park District Park District, DeKalb County, Illinois, and authorizing and providing for the issue of \$450,000 Debt Certificate, Series 2014, of said Park District evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificate, and providing for the security for and means of payment under the Agreement of the Certificate.
- 198. Approve Purchase of Fairway Mower—Jeff

PUBLIC INPUT**EXECUTIVE SESSION (Roll Call Vote):**

In accordance with 5 ILCS, Par. 120/2c, I move that the Board convene in Executive Session to discuss:

- 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.

ADJOURNMENT (Voice Vote)

**Minutes of the Special Meeting Study Session of the Board of Commissioners
Sycamore Park District
Wednesday, January 15, 2014**

President Strack called the meeting to order at 7:06 p.m.

The roll was called with Commissioners Graves, Kroeger, Schulz, Tucker and President Strack. Also present was Director Gible.

President Strack thanked everyone for coming. He noted they are all excited about the direction the Park District is going. He got involved in the Park District because of his experience in the community. He has raised his family in Sycamore and feels it is a great community. This is due to the schools, police, fire and park district. At one time he was not pleased with how things were going with the Park District, so he decided to get involved. The Board invited this group tonight because they see the same attribute in them in caring about the community.

The Board gave their appreciation to the group. He noted they want to talk to the group about the Vision 20/20 and define it. They will then go over the 7 things the Vision 20/20 focuses on. They will then ask the group for their assistance.

Presentation on Vision 20/20 –

President Strack noted this all started with the Delphi Committee, which turned into the Citizen Advisory Committee for the Park. Then a long term and short term Strategic Planning Committee was established to see where the Park District needed to go over the next 5-10 years. There were surveys done of the community to make sure the Park is going in the direction the community wants. During this process the direction was modified based on the information received from the community and groups. This is where Vision 20/20 came from. Trails seem to be important to the community and there are grant dollars available for these.

Commissioner Schulz noted the Community Center started in the building the Midwest Museum of Natural History is in now. Then we were moved to the old Duplex building on Paige Street. We are now in a building on North Fair Street. The building is great, but it is small. Historically Sycamore Park District has not had a dedicated community center. The board hears from the community that the school district has seven different gyms. The problem being, there is space but everyone wants to use it in the prime times. Unfortunately, the school programs take priority over anything else. Out of this plan has come a campus idea that creates its own energy and dynamics.

Commissioner Schulz went on to talk about the Splash Pad, a Dog Park, and Sled Hill. There are many people in our community that take their family out of town to a splash pad, dog parks or sled hills. The splash pads are safe, fun zones and brings communities together. The dog park also creates a great sense of community. The sled hill would enable the Park District to offer year round activities.

Commissioner Graves talked about the golf course. For people coming into town this is the first thing they see and at this point it is beautiful. The irrigation system is aging and will need to be replaced. He asked the group to close their eyes and imagine the golf course and how beautiful it

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is, and then imagine all the grass brown or dead. This will happen when the irrigation system fails. He also talked about the sports complex. They would like to move all the baseball and softball diamonds to a new area and also develop a soccer complex. This all comes at a cost.

Commissioner Kroeger noted a big thing they hear with this plan is – “What is this all going to cost”. The Park District has spent a lot of time on this. We are at this point just under \$10.00 per month based on a \$200,000 home. That would include all the things that were just talked about. This could relate to a bottle of water a day, or a soda for 20 days of the month, etc. When compared to what we are paying for other services like cable, internet, etc. the under \$10.00 per month seems like a good deal. From the surveys, the community seems very supportive of the just under \$10.00 per month. They are now looking for support from the group.

Commissioner Tucker noted it is now time for the group to think about making an investment in their community and their future. They feel the group is here because they know that recreation is important to the community and would be willing to help with this. In the 1920's people had the vision to start the golf course and make the community better. In the 1970's people had the vision to make Sycamore a better place and created the sports complex. The District now needs the group's time and energy to help the District provide “The More in Sycamore”. We have a great city government, fire and police department and great schools. The Board would like the Park District to be great also that would make people want to relocate to Sycamore. The Board would like their help to make Sycamore as great as it can be.

Commissioner Schulz noted that in order to make this all happen, we will need more money and possibly have to go out for a referendum in November if needed. The Board would like to get a group together to get the word out to the community. There would be a commitment of one meeting a month until we would go public with this. They are hoping this group will join the District in making Vision 20/20 a reality.

President Strack then thanked all for their time and then opened up the floor to questions. He noted that the Park District has never had a referendum, but the schools have had successful ones for good reasons. The things that were talked about in the Vision 20/20 tonight probably cannot be a reality without a referendum. The amount talked about tonight includes dollars for operating costs. There will be fundraising from the user groups that will help with the total cost also.

Commissioner Schulz answered a question on where the Community Center would be located. She noted that 70 percent of Park District land is in a flood plain, so we cannot build on it. The Board is looking at ideas and available parcels and what would make the most sense. President Strack noted conceptually the District would like to have all of the things in Vision 20/20 in the same area and not have them spread out all over town. There were more questions and answers at this point.

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Director Gibble went over what the Board, Director and staff can do legally in this process.

Motion

Commissioner Schulz moved and Commissioner Graves seconded the motion to adjourn the meeting at 7:58 pm.

Voice Vote

The motion carried with all AYE's and zero NAY's

Respectfully Submitted,

Jeanette Freeman
Recording Secretary
Sycamore Park District

**Minutes of the Special Meeting Study Session of the Board of Commissioners
Sycamore Park District
Wednesday, January 29, 2014**

President Strack called the meeting to order at 7:05 p.m.
The roll was called with Commissioners Kroeger, Schulz, Tucker and President Strack.
Commissioner Graves was absent.

Also present: Kayte Hamel, Ed Kyhn, Eric Stice, John Owens, Shelley Palm, Carl Palm, Denise Keinar, Alyson Cooley, Brian Hale, Greg Martin, Jake Countryman, Kelly Wright, Marlon Wiegmann, Steve Braser, Joel Barczak, and Nancy Higdon.

President Strack noted the commissioners presented the Vision 20/20 Power Point to those in attendance. General questions about Vision 20/20 were fielded from the audience and answered appropriately. Most of these questions revolved around the seven major capital items included in Vision 20/20 (Community Center, 2 to 3 miles of trails, dog park, sled hill, splash pad, new golf irrigation system, and work on the sports complex). After completion of the question and answer session it was agreed that future meetings of the Trailblazers for Sycamore Parks would occur the third Wednesday of each month from 7:00 to 8:00 pm at the Sycamore Library. The next meeting was set for Wednesday, February 19, 2014. Prior to that meeting an agenda would be sent out to all parties in attendance.

Motion

Commissioner Schulz moved to adjourn the meeting at 8:10 pm. Commissioner Kroeger seconded the motion.

Voice Vote

The motion carried with all present voting AYE. Commissioner Graves was absent.

Respectfully Submitted,

Jeanette Freeman
Recording Secretary
Sycamore Park District

**Minutes of the Special Meeting Study Session of the Board of Commissioners
Sycamore Park District
Wednesday, February 5, 2014**

President Strack called the meeting to order at 6:04 p.m.

The roll was called with Commissioners Graves, Kroeger, Schulz, Tucker and President Strack. Also present was Director Gibble.

Review of Vision 20/20 – The Board chose to skip this and moved on to the next agenda item.

Discussion of Future Plans and Agendas for Friends Group – President Strack noted the purpose is to give more structure to the Friends Group. What focus we will give to them over time. Commissioner Schulz noted she has been asked if there are limits on the questions on a ballot. President Strack noted this would need to be clarified. There was also discussion on the timing of getting on the ballot. Also what the Board will be doing in the presentation to the Young Professionals was discussed. It was also talked about adding in a Historical page. There was discussion on taking this presentation out to groups and when this would happen. Director Gibble heard from counsel that there is a limit of 3 of any single kind on a ballot.

There was discussion on how to engage the Friends Group and make it more enjoyable. Director Gibble noted the Board needs to decide if they are still taking input or ready to go. You may need to start getting the group ready to go. Commissioner Kroeger noted that at the next meeting, we need to get across to them that they will be running the group and give them the topics. He feels we will have some leaders. Commissioner Schulz noted we need to ask them to help make this successful. Commissioner Kroeger feels we may get our core group out of this third meeting. Director Gibble suggested calling the people from the first meeting that did not attend the second meeting. Let them know there is another meeting on the 19th and ask them to attend. There was more discussion on what should be talked about at the next meeting to get the group engaged. Commissioner Kroeger suggested naming the group “Trailblazers”. The Board came to a consensus to go with two topics at the next meeting – “Who needs to hear the word” and “How do we spread the word” and send out a personal invitation to the group.

The Board was comfortable with the discussion on what will be talked about at the next meeting. Commissioner Schulz will take care of the trail mix for the presentation and the invitations, along with a follow up email. The other Board members will call the people from the original meeting.

Commissioner Kroeger suggested assigning people to each board member so no overlapping the calls.

The Board convened to Executive Session at 7:12 pm. on a motion by Commissioner Schulz. The motion was seconded by Commissioner Kroeger. The roll was called with Commissioners Graves, Kroeger, Schulz, Tucker and Strack present along with Director Gibble.

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Motion

The Board adjourned the Executive Session at 7:38 p.m. and reconvened to Regular Session on a motion made by Commissioner Schulz. The motion was seconded by Commissioner Graves.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 5-0.

Respectfully Submitted,

Jeanette Freeman
Recording Secretary
Sycamore Park District

**Minutes of the Special Meeting Study Session of the Board of Commissioners
Sycamore Park District
Tuesday, February 18, 2014**

President Strack called the meeting to order at 6:01 p.m.
The roll was called with Commissioners Kroeger, Schulz, Tucker and President Strack present.
Also present was Director Gible.

In the audience was Debbie Behrends of the Daily Chronicle

Discussion of Current Status of Vision 20/20 – The Board chose to skip this and moved on to the next agenda item.

Discussion of Timeline and How Vision 20/20 Fits Into Referendum Process – President Strack began the conversation explaining that we were meeting to mainly hear the key points that Commissioner Kroeger learned in a recent workshop on planning for a referendum. Amongst the key points were:

- Timing
- Who to Have Key Communication with and Support From
- Addressing Conflicts
- Establishing a Friends Group
- Getting a Chair and Treasurer for the Group
- Presentations to City and Schools

Discussion of Process for Running and Effective Campaign and Timeline for February 19th Meeting--Commissioner Tucker handed out a timeline of activities that she had worked out, and shared it with the Board. This prompted discussion of matters related to the Friends Group and preparations for the meeting on February 19. Commissioner Kroeger donated a flipchart and markers. Commissioner Tucker volunteered an easel, and water for the meeting. Commissioner Schulz has prepared the “trail mix” for the new Trailblazers for Sycamore Parks group. President Strack then invited questions from Debbie Behrends, who asked about what had be done in preparation for Vision 20/20.

Motion

The Board adjourned the Special Meeting at 6:25 p.m.on a motion made by Commissioner Schulz. The motion was seconded by Commissioner Tucker.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 4-0.

Respectfully Submitted,

Daniel Gible
Secretary
Sycamore Park District

**Minutes of the Regular Meeting of the Board of Commissioners
Sycamore Park District
Tuesday, January 21, 2014**

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

The roll was called with Commissioners Graves, Kroeger, and Strack present. Commissioners Schulz and Tucker were absent. Staff members present were Director Dan Gibble, Bart Desch, Jackie Hienbuecher, Kirk Lundbeck and Recording Secretary Jeanette Freeman

Guests at the Board meeting were:

Scott Buzzard, CAC Chair

Nick Gould – Sycamore Park District Intern

President Strack noted he would like to pull Supt. of Finance Hienbuecher report.

Regular and Consent Agenda Approval –

Motion

Commissioner Graves moved to approve the Regular Agenda and Consent Agenda pulling Supt. of Finance Hienbuecher report. Commissioner Kroeger seconded the Motion.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Schulz and Tucker were absent.

Approval of Minutes –

Motion

Commissioner Kroeger moved to approve the December 17, 2013 Regular Meeting Minutes and January 8, 2014 Special Meeting Minutes. Commissioner Graves seconded the Motion.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Schulz and Tucker were absent.

Motion

Commissioner Kroeger moved to approve the December 3, 2013 and December 11, 2013 Executive Session Minutes to remain confidential. Commissioner Graves seconded the Motion.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Schulz and Tucker were absent.

Petition and Public Comment –

Supt. of Recreation Desch introduced our intern Nick Gould. He noted he is from SIU and started last week. He will be doing a variety of subjects. He will also be helping with programs and special events.

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Claims and Accounts Approval

Motion

Commissioner Graves moved to approve and pay the bills in the amount of \$62,738.94.
 Commissioner Kroeger seconded the Motion.

Roll Call

President Strack called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioners Schulz and Tucker were absent.

President Strack noted he pulled Supt. of Finance Hienbuecher report to ask about the Tech study. He would like to know the status of this. Supt. of Hienbuecher noted it was not on the agenda because it was not finalized. She noted that she and Director Gibble had a phone meeting with the company. They have asked for the language to be changed to make it more understandable. Director Gibble noted they also asked them to do more research on the phone solution and to give us the annual operating costs. President Strack had expressed his concern on the cost for what we are getting. Director Gibble noted he feels it will be under the estimate. There should be another version to look over in a week or so and we should have the final at the February board meeting.

Correspondence-

- Christmas Card – Senator Dave Syerson & Staff
- Christmas Card – IAPD
- Christmas Card – Swedberg & Assoc.
- Sycamore Chamber Annual Meeting
- Sycamore Food Pantry Thank You
- Daily Chronicle – FOIA Request for meeting dates
- IAPD
- NB & T – Mary E. Stevens Concert & Lecture Fund
- DeKalb County Economic Development Corporation
- St. Mary's Auction
- U.S. Marine Corps Toys for Tots

Positive Feedback/Reports

- Commissioner Graves gave his thanks for the Christmas party and felt it was well planned.
- Commissioner Kroeger also felt it was a nice night.
- President Strack noted he is pleased about the financial results for 2013. An awesome job by everyone and in particular the Golf Course turning a profit.

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Monthly Presentation – Supt. of Golf Operations – Assessing our Competition - Supt. of Golf Operations Lundbeck handed out information to the Board on this. He noted he started last fall trying to identify our customers and where they play. He went over how he tracks this information and methods to get more players to Sycamore. He also went over the new things that are being done for 2014 which includes new signage, and new flags.

Old Business

Update on Medical Insurance– Supt. of Finance Hienbuecher noted that what was submitted for approval originally has changed. Once our group size was determined, they had to handle it differently. When they first came back after this, we were only going to be saving 1.2% compared to the BC/BS renewal. She noted they were able to get this down to only a 14% increase over last year's rates. She did compare this to PDRMA and we would save a little, but things are somewhat different in the coverages so it is difficult to compare exactly. In September she will start the process with PDRMA so we know the rates early for 2015. Director Gibble noted there is a difference of opinion on the definition of the group size. Depending on how you read the law, if we would have been considered a small group they could not have used our history to determine the rates. We will revisit who our provider is and consider all options. Supt. of Finance Hienbuecher noted we are going with Humana effective January 1st. Director Gibble noted we are still below the threshold set by the Board.

CAC Members – Director Gibble noted that CAC Chair Scott Buzzard is here. They just finished a third interview. They hope to have names for the Board to accept the recommendations.

Second Draft of Part-Time Personnel Manual - Director Gibble noted that the Board had received a first draft of this before. The only change suggested is the one item that is in the board packet. They have received a letter from an employee with concerns on the change. He had given the board a chart with what is current, what the change is and also what full time employees receive. He is willing to accept what the Board would like to do on this. He noted there has been some discussion with staff regarding this change. Some superintendents have concerns about the change. There have been suggestions made on how to deal with this. President Strack asked to have it defined what part time means. Director Gibble noted that individuals who work more than 1000 hours per year have to become IMRF. President Strack noted he is concerned with part time employees who work a lot of hours getting the same benefit as ones that only work a few hours. It was decided this would be tabled for more discussion with staff to come up with something.

Second Draft Equipment Replacement Schedules– President Strack noted he loved the report and understands it is not complete yet. Director Gibble noted that maintenance and golf is on the list, but he has asked Supt. of Finance Hienbuecher and Supt. of Recreation Desch to get theirs to him by the end of the month and will then be added. The next step will be putting the capital items on the list and when things will need to be replaced. This tool will continue to become more usable.

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Update on POS and inventory for Pro Shop – Supt of Finance Hienbuecher noted there was a yearend pro shop inventory. There were some discrepancies found between the on hand count and the EZ Links system inventory list. Some are system errors and had EZ Links looking at these. It is still very close between the general ledger to actual inventory count. In 15 years it has never been this close and it is less than \$1000.00 between the general ledger and inventory. President Strack asked if there is an industry threshold. Supt. of Golf Operations Lundbeck noted it is usually 3-5% leakage. Supt. of Finance Hienbuecher noted we are well under that.

New Business

First Review of Tree Replacement Schedule – Supt. of Parks Donahoe noted this is to let the Board know the tree replacement schedule and why some are being replaced. Some of this is based on safety issues or where the trees are. The plan now is to start planting in the spring or fall depending on the species. He is doing a lot of research on northern Illinois trees and what others are planting for the area. He will be working on a list of which ones they are planning on taking down in the next couple of years. Director Gibble noted that a lot of parks are moving to inventorying their trees and then bidding the work out to landscape firms. Supt. of Golf Operations Lundbeck suggested letting people know about this and people possibly will donate trees.

Update on Ice Skating Information – Supt. of Parks Donahoe noted a possibly ice rink had been talked about at the last meeting. He has put information also in his staff recommendation. He noted he talked to staff that have dealt with past attempts at ice rinks. There have been historic constraints, but could be possibly considered for the future. Director Gibble also noted he has had a conversation with Brian Gregory about a downtown location. Brian's only suggestion was the courthouse lawn. There really isn't a place downtown for an ice rink. Supt. of Parks Donahoe talked to Larry Miller and he had mentioned that an ice rink might work at certain parks, but the neighborhoods do not like it. Director Gibble noted there are other issues besides putting down the ice. Parking has to be considered. Supt. of Parks Donahoe noted there is also safety or liability issues. It was also a strain on staff with constant daily work. During the winter is when we have the smallest number of staff and they are busy with other things. Director Gibble noted he is going to meet with Brian Gregory again about a possible TIF district area. He noted it has potential, but not sure we are in a position to move on this now.

Authorize Treasurer to Transfer Funds – Supt. of Finance Hienbuecher noted she is still working on the final numbers for the audit. She wanted to give the Board an idea of what we are proposing for transfers. They are looking at transferring \$160,000 to the golf course to help pay down the outstanding debt. Director Gibble noted 2013 was the first year the golf course has been in the black. There will also be \$10,000 put to the pool deficit and \$10,000 to paving and lighting. When she gets the final numbers, she will bring the exact figures to the Board for ratification.

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Review of Pay down/Fund Balance Schedule - Supt. of Finance Hienbuecher went over the spreadsheets which included the original one given to the Board at the beginning of the year. There also was the revised one that was given to the Board in October. The final one is based on the audited financial statements. There were a few changes, so they wanted to present to the Board what the revisions were. Director Gibble noted the final done column is great. This means the debt has been paid down and hit the reserve in the reserve policy. The Golf Course deficit will be paid off and by the end of 2015 should be a \$15,000 to \$20,000 reserve.

Renewal of MOU's – Supt. of Recreation Desch noted he has been meeting with the sports groups and will continue to meet with the remaining groups. This was the first year of MOU's with the sports groups. Meeting with them is a way of evaluating the MOU's. He had given the Board some of the suggestions of a few groups. Overall the groups were all pretty happy with how things went and very complimentary of Jeff and the guys. They were pleased with the amount of communication that went on throughout the year. One of the suggestions was a facility supervisor for busier times to help group's direct people. The other one was about practice time on the fields before the season starts. Director Gibble noted the MOU's actually gives all a basis on which to talk about things or have conversations. It forces the groups to think about the implications of their wishes. We have to think about the impact of all our decisions on our operating costs. We will probably be moving toward being more specific in the MOU's on what group gets what field and when. Commissioner Graves noted he likes the idea of the facility supervisor. Director Gibble noted if the group wants to pay for it, we can provide staff. There is a cost implication to providing more services.

Tax Abatement of Alternate Bonds - Supt. of Finance Hienbuecher noted this is for annual housekeeping and a way to communicate to the County that we are not levying taxes to pay for this debt. We also have to file the ordinance so the County can record it.

Motion

Commissioner Graves moved to approve Ordinance 01-2014. Commissioner Kroeger seconded the Motion.

Roll Call

President Strack called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Schulz and Tucker were absent.

Revisions in Full-Time Personnel Policy –

Motion

Commissioner Kroeger moved to approve the Full Time Personnel Manual.
 Commissioner Graves seconded the Motion.

Roll Call

President Strack called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Schulz and Tucker were absent.

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Bi-Annual Review of Executive Session Minutes – Director Gibble noted he recommends to release all but one set of minutes for the listed year.

Motion

Commissioner Kroeger moved to release all Executive Session minutes from 2009 except January 27, 2009 and staff is authorized to dispose of all closed session audio tapes more than 18 months old for those meetings that Executive Session minutes were approved more than 18 months ago. Commissioner Graves seconded the Motion.

Roll Call

President Strack called for a roll call to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Schulz and Tucker were absent.

Public Input – None

Motion

The Board adjourned the Regular Session to go into Executive Session at 7:24 pm on a motion made by Commissioner Graves for the reasons listed below. The motion was seconded by Commissioner Kroeger.

Roll Call

President Strack called for a roll call vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Schulz and Tucker were absent.

#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.

The Board convened to Executive Session at 7:26 pm. The roll was called with Commissioners Kroeger, and Strack present along with Director Gibble, Supt. of Finance Hienbuecher and Recording Secretary Freeman.

Motion

The Board adjourned the Executive Session at 7:45 p.m. and reconvened to Regular Session on a motion made by Commissioner Kroeger. The motion was seconded by Commissioner Graves.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Schulz and Tucker were absent.

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Motion

The Board adjourned the Regular Session at 7:46 p.m. on a motion made by Commissioner Kroeger. The motion was seconded by Commissioner Graves.

Voice Vote

President Strack called for a voice vote to approve the motion. All commissioners present voted Aye. Motion carried 3-0. Commissioner Schulz and Tucker were absent.

Respectfully Submitted,

Jeanette Freeman
Recording Secretary
Sycamore Park District

DATE: 02/19/2014
 TIME: 11:09:19
 ID: AP450000.WOW
 17

SYCAMORE PARK DISTRICT
 PAID INVOICE LISTING

FintheRim

FROM 01/22/2014 TO 02/18/2014

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
AFLAC	213129	01 EMPL PREMIUM	1010000022006	01/12/14	00000000	52939	01/22/14	372.50	372.50
		02 EMPL PREMIUM	1010000022007		00000000			18.48	18.48
								354.02	354.02
								VENDOR TOTAL:	372.50
CITY2		CITY OF SYCAMORE							
	14205600/5650-01113	01 WATER-SEWER - POOL	518100096704	01/31/14	00000000	52950	02/06/14	52.63	52.63
COMCA	COMCAST								
	011914	01 CABLE	303000096705	01/19/14	00000000	52951	02/06/14	81.52	81.52
		02 CABLE	504000096705		00000000			40.76	40.76
								40.76	40.76
								VENDOR TOTAL:	122.28
COMMO	COMMONWEALTH EDISON								
	012814	01 FOUNDERS PARK	101500096702	01/28/14	00000000	52952	02/06/14	21.25	21.25
CONSTR	CONSTELLATION NEWENERGY								
	0013261138	01 BASEBALL CONCESSIONS	303300096702	01/28/14	00000000	52953	02/06/14	1,152.48	1,152.48
		02 POOL	518100096702		00000000			29.24	29.24
		03 MAINTENANCE	101500096702		00000000			198.05	198.05
		04 MAINTENANCE	504100096702		00000000			12.88	12.88
		05 CART BLDG	504000096702		00000000			568.02	568.02
		06 CLUBHOUSE	303000096702		00000000			49.71	49.71
		07 PROSHOP	504000096702		00000000			49.71	49.71
		08 ADMINISTRATION	101000096702		00000000			115.99	115.99
		09 ADMINISTRATION	201000096702		00000000			116.00	116.00
								VENDOR TOTAL:	1,152.48
DEKALBPK	DEKALB PARK DISTRICT								
	1000-2014	01 PAYMENT FOR DOG OBED CLASS	205230086128	01/21/14	00000000	52940	01/22/14	35.00	35.00
								35.00	35.00
								VENDOR TOTAL:	35.00

FROM 01/22/2014 TO 02/18/2014

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
FRONTIER	FRONTIER	012814							
		01 COMMUNITY CENTER	207500096700	01/22/14	00000000	52954	02/06/14	695.61	695.61
		02 MAINP BLDG	101500096700		00000000				237.52
		03 MAINP BLDG	504100096700		00000000				205.86
		04 POOL	518000096700		00000000				205.86
									46.37
									VENDOR TOTAL: 94.99
HIRS	HIRSCHIEN TROPHIES	221081							
		01 NAME PLATES	101000046203	01/03/14	00000000	52942	01/22/14	80.00	80.00
									80.00
									VENDOR TOTAL: 80.00
HUMANA	HUMANA INSURANCE CO.	020114							
		01 HEALTH INSURANCE PREMIUM	1010000106801	02/06/14	00000000	52955	02/06/14	21,041.93	21,041.93
		02 HEALTH INSURANCE PREMIUMS	101500106801		00000000				7,214.19
		03 HEALTH INSURANCE PREMIUMS	504100106801		00000000				1,109.61
		04 HEALTH INSURANCE PREMIUMS	504000106801		00000000				6,504.22
		05 HEALTH INSURANCE PREMIUMS	201000106801		00000000				3,549.84
		06 HEALTH INSURANCE PREMIUMS	202100106801		00000000				4,694.97
		07 HEALTH INSURANCE PREMIUMS	101000001102		00000000				11,395.00
									-13,425.90
									VENDOR TOTAL: 21,041.93
ILLIFIRE	ILLINOIS STATE FIRE MARSHALL	5125055428							
		01 MMHN CERT OF OPER FEE	202500056300	01/31/14	00000000	52956	02/06/14	75.00	75.00
									75.00
									VENDOR TOTAL: 75.00
ILLITOLL	ILLINOIS TOLLWAY	020514							
		01 MISSED TOLLS	1010000046211	02/05/14	00000000	52957	02/06/14	5.30	5.30
									5.30
									VENDOR TOTAL: 5.30
MATRIX	MATRIX MUSIC	020114							
				02/01/14		52958	02/06/14	1,245.00	1,245.00
									VENDOR TOTAL: 5.30

FROM 01/22/2014 TO 02/18/2014

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	020114	01 MUSIC TOGETHER INSTRUCTOR	205010306128	02/01/14	00000000	52958	02/06/14	1,245.00	1,245.00
								VENDOR TOTAL:	1,245.00
	011214	NEXTEL COMMUNICATIONS		02/06/14		52959	02/06/14	132.47	132.47
		01 CELL PHONE	101000096701						17.66
		02 CELL PHONE	101500096701						19.43
		03 CELL PHONE	504100096701						10.60
		04 CELL PHONE	504000096701						8.83
		05 CELL PHONE	201000096701						17.66
		06 CELL PHONE	205340016701						8.83
		07 CELL PHONE	202100096701						40.63
		08 CELL PHONE	303000096701						8.83
								VENDOR TOTAL:	132.47
PEKIN	PEKIN INSURANCE			02/01/14		52960	02/06/14	1,327.13	1,327.13
		01 DENTAL INSURANCE PREMIUM	101000106801						275.88
		02 DENTAL INSURANCE PREMIUM	101500106801						50.79
		03 DENTAL INSURANCE PREMIUM	504100106801						247.14
		04 DENTAL INSURANCE PREMIUM	504000106801						144.11
		05 DENTAL INSURANCE PREMIUM	201000106801						163.00
		06 DENTAL INSURANCE PREMIUM	202100106801						446.21
								VENDOR TOTAL:	1,327.13
PHN	PHN ARCHITECTS			12/10/13		52961	02/06/14	287.50	287.50
		01 ADA CARPENTRY/ PLUMBING	221000076500						287.50
								VENDOR TOTAL:	287.50
T00000021	DONAHOE, JEFF			02/05/14		52962	02/06/14	226.80	226.80
		01 YEARLY RENTAL WATER SOFTNER	101000056300						226.80
								VENDOR TOTAL:	226.80
T00000234	LUNDBECK, KIRK			01/31/14		52945	01/31/14	60.48	60.48
		01 MILEAGE	1010000046211						60.48
								VENDOR TOTAL:	60.48

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FROM 01/22/2014 TO 02/18/2014

VENDOR # INVOICE # ITEM DESCRIPTION ACCOUNT NUMBER INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/ITEM AMT

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
11614		02 FOOD FOR MEETING	201000046212	01/16/14	00000000	52964	02/06/14	152.76	152.76
		03 SUPPLIES FOR BRIDAL SHOW	303000076550		00000000				2.42
		04 DISH SOAP	303000076551		00000000				15.66
		05 COMMUNITY CENTER SUPPLIES	207000046216		00000000				2.97
		06 OFFICE SUPPLIES - CC	207500046200		00000000				59.97
		07 MTO SUPPLIES	205340016216		00000000				26.74
									42.59

WILLIAM HANNA SURVEYORS

VENDOR TOTAL: 152.76

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ITEM AMT
24432		01 EASEMENT PLAT	101000036125	12/09/13	00000000	52965	02/06/14	890.00	890.00
		02 EASEMENT PLAT	201000036125		00000000				445.00
									445.00

VENDOR TOTAL: 890.00
 TOTAL --- ALL INVOICES: 29,321.68

DATE: 02/19/2014
TIME: 15:00:02
ID: AP443000.WOW

SYCAMORE PARK DISTRICT
DEPARTMENT SUMMARY REPORT

Board

INVOICES DUE ON/BEFORE 02/19/2014

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CORPORATE			
10	ADMINISTRATION		
ANCEL	ANCEL, GLINK - LAW OFFICES OF	100.26	400.35
AT&T2	A T & T	73.64	11.74
BATTERIE	BATTERIES PLUS		64.75
BOCKY	BOCKYN, LLC	300.00	150.00
CINTA	CINTAS CORPORATION #355	162.90	24.80
ECO	ECOWATER SYSTEMS, INC.	147.49	6.75
ETC	ETC INSTITUTE	7,000.00	2,450.00
FOX1	FOX VALLEY FIRE & SAFETY CO.		210.00
FRONTIER	FRONTIER	2,243.02	327.49
IL	IL ASSOC. OF PARK DISTRICTS	3,931.97	30.00
INTEG	INTEGRA BUSINESS SYSTEMS, INC.	592.31	152.53
INTER	INTERACT BUSINESS PRODUCTS		151.00
KAR	KAR-FRE FLOWERS		21.47
MENA	MENARDS - SYCAMORE	74.99	92.00
NICOR	NICOR GAS	2,200.69	247.83
OF	OFFICE DEPOT	284.63	159.66
PLUNKETT	PLUNKETT'S PEST CONTROL	35.00	42.00
SOFT	SOFT WATER CITY	179.00	49.00
SPARKLE	SPARKLE JANITORIAL SERVICE	1,697.50	898.75
SYC	SYCAMORE CHAMBER OF COMMERCE	145.00	25.00
T0000024	DOBBERSTEIN, MELISSA	57.83	9.95
TBC	TBC	2,638.26	557.80
UNUM	UNUM LIFE INSURANCE	668.06	63.18
VILL	VILLAGE PROFILE		447.50
	ADMINISTRATION		6,593.55
15	PARKS		
BARN	BARNES GROUP		132.48
BSN	BSN SPORTS	1,430.00	953.34
BURRI	BURRIS EQUIPMENT CO.		904.48
CARQ	CARQUEST AUTO PARTS		1,180.42
CEDAR	CEDAR RAPIDS TIRE		600.00
CINTA	CINTAS CORPORATION #355	162.90	62.25
CINTA2	CINTAS CORP	30.17	16.45
COMMO	COMMONWEALTH EDISON	523.42	177.47
CONST	CONSTELLATION NEWENERGY	1,152.48	911.39
CSR	CSR BOBCAT EQUIPMENT CO.		62.92
DEKA3	DEKALB IRON & METAL CO.		34.31
DEKSYC	DEKALB SYCAMORE CHEVROLET		55.13
GRAI	GRAINGER	135.84	71.83
HOWARD	HOWARD LEE & SONS INC		225.00

DATE: 02/19/2014
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SYCAMORE PARK DISTRICT
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/19/2014

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CORPORATE			
15	PARKS		
LOV	LOVELL'S DISCOUNT TIRE		526.63
LOWE	LOWE'S	665.47	40.46
MARS	M.A.R.S., INC.		48.00
MENA	MENARDS - SYCAMORE	74.99	17.00
MROUT	MR OUTHOUSE	1,680.00	465.00
NICOR	NICOR GAS	2,200.69	1,255.46
PROS	PROSAFETY, INC.		32.51
REIN	REINDERS, INC.	6,016.62	226.52
SAF	SAFETY-KLEEN CORP.		186.12
SOFT	SOFT WATER CITY	179.00	464.78
UNUM	UNUM LIFE INSURANCE	668.06	11.26
	PARKS		8,661.21
RECREATION			
10	ADMINISTRATION		
AT&T2	A T & T	73.64	11.74
BOCKY	BOCKYN, LLC	300.00	150.00
CINTA	CINTAS CORPORATION #355	162.90	7.05
ECO	ECOWATER SYSTEMS, INC.	147.49	6.74
ELM REX	ELM REX, SARAH		700.00
ETC	ETC INSTITUTE	7,000.00	2,450.00
FRONTIER	FRONTIER	2,243.02	327.50
IL	IL ASSOC. OF PARK DISTRICTS	3,931.97	30.00
INTEG	INTEGRA BUSINESS SYSTEMS, INC.	592.31	152.52
INTER	INTERACT BUSINESS PRODUCTS		151.00
KAR	KAR-FRE FLOWERS		21.48
NICOR	NICOR GAS	2,200.69	164.79
OF	OFFICE DEPOT	284.63	143.43
PLUNKETT	PLUNKETT'S PEST CONTROL	35.00	42.00
SPARKLE	SPARKLE JANITORIAL SERVICE	1,697.50	898.75
SYC	SYCAMORE CHAMBER OF COMMERCE	145.00	25.00
T0000024	DOBBERSTEIN, MELISSA	57.83	9.95
TBC	TBC	2,638.26	557.80
UNUM	UNUM LIFE INSURANCE	668.06	72.26
VILL	VILLAGE PROFILE		447.50
	ADMINISTRATION		6,369.51
21	SPORTS COMPLEX MAINTENANCE		

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SYCAMORE PARK DISTRICT
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/19/2014

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
RECREATION			
21	SPORTS COMPLEX MAINTENANCE		
BARN	BARNES GROUP		132.49
BSN	BSN SPORTS	1,430.00	476.66
CARQ	CARQUEST AUTO PARTS		1,171.25
CEDAR	CEDAR RAPIDS TIRE		600.00
DEKA2	DEKALB IMPLEMENT CO.,		379.25
GRAI	GRAINGER	135.84	384.41
LOV	LOVELL'S DISCOUNT TIRE		526.64
LOWE	LOWE'S	665.47	62.39
MENA	MENARDS - SYCAMORE	74.99	184.71
MROUT	MR OUTHOUSE	1,680.00	340.00
PROS	PROSAFETY, INC.		32.51
REIN	REINDERS, INC.	6,016.62	81.85
UNUM	UNUM LIFE INSURANCE	668.06	103.76
VERM	VERMEER-ILLINOIS INC.		118.14
	SPORTS COMPLEX MAINTENANCE		4,594.06
25	MIDWEST MUSEUM OF NATURAL HIST		
CINTA3	CINTAS FIRE PROTECTION		32.10
GRAI	GRAINGER	135.84	70.44
	MIDWEST MUSEUM OF NATURAL HIST		102.54
50	PROGRAMS - YOUTH		
ROCKNKID	ROCK-N-KIDS INC		676.00
T0000894	SCHUMANN, JESSICA		18.00
	PROGRAMS - YOUTH		694.00
54	PROGRAMS - LEAGUES		
T0000895	SNEYD, JESSICA		30.00
	PROGRAMS - LEAGUES		30.00
56	PROGRAMS - FITNESS		
T0000893	SCHOPFER, ERIC		40.00

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SYCAMORE PARK DISTRICT
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/19/2014

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
RECREATION			
56	PROGRAMS - FITNESS		
T0000897	VANBUREN, LINDA		10.00
	PROGRAMS - FITNESS		50.00
58	PROGRAMS - SENIOR		
T0000887	ANDERSON, JUDY		10.00
T0000888	BENSON, JAN		10.00
T0000889	BIVENS, STACEY		13.00
T0000890	HENRIKSEN, MELISSA		10.00
T0000891	JENKE, DENISE		10.00
T0000892	LEV-ER, ADI		10.00
T0000896	STUCKERT, ROBBIN		13.00
T0000898	WARZECHA, SARAH		10.00
	PROGRAMS - SENIOR		86.00
60	PROGRAMS - SPECIAL EVENTS		
STMARYHA	ST MARYS MEMORIAL HALL		156.00
T0000024	DOBBERSTEIN, MELISSA	57.83	118.24
	PROGRAMS - SPECIAL EVENTS		274.24
61	PROGRAMS - CONCERTS		
DIGG	DIGGING RECORDS, INC.		200.00
	PROGRAMS - CONCERTS		200.00
70	WEIGHT ROOM		
THEFI	THE FITNESS CONNECTION		400.00
	WEIGHT ROOM		400.00
75	COMMUNITY CENTER		
AT&T1	A T & T	56.17	56.55

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TIME: 15:00:03
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SYCAMORE PARK DISTRICT
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/19/2014

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
RECREATION			
75	COMMUNITY CENTER		
AT&T2	A T & T	73.64	61.05
C&L	C & L PROPERTIES, L.L.C.	5,195.00	5,195.00
COMMO	COMMONWEALTH EDISON	523.42	329.73
FRONTIER	FRONTIER	2,243.02	120.54
INTEG	INTEGRA BUSINESS SYSTEMS, INC.	592.31	141.79
NICOR	NICOR GAS	2,200.69	382.46
OF	OFFICE DEPOT	284.63	32.94
SOFT	SOFT WATER CITY	179.00	152.25
	COMMUNITY CENTER		6,472.31
PAVING & LIGHTING			
10	ADMINISTRATION		
CITY	CITY OF SYCAMORE		49,252.64
ENGIN	ENGINEERING RESOURCE ASSOC		234.50
	ADMINISTRATION		49,487.14
CONCESSIONS			
30	CLUBHOUSE CONCESSIONS		
NICOR	NICOR GAS	2,200.69	70.62
OF	OFFICE DEPOT	284.63	14.51
STAKLEEN	STA-KLEEN INC		325.00
	CLUBHOUSE CONCESSIONS		410.13
GOLF COURSE			
10	ADMINISTRATION		
FOOT	FOOTJOY	142.20	3,830.26
TITL	TITLEIST DRAWER CS	534.16	6,726.91
	ADMINISTRATION		10,557.17
40	GOLF OPERATIONS		
CARQ	CARQUEST AUTO PARTS		93.91
CINTA	CINTAS CORPORATION #355	162.90	6.55

INVOICES DUE ON/BEFORE 02/19/2014

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GOLF COURSE			
40	GOLF OPERATIONS		
FRONTIER	FRONTIER	2,243.02	80.29
ILL1	ILLINOIS DEPT REVENUE	116.00	65.00
MASS	MASS MARKETING, INC.		150.00
NICOR	NICOR GAS	2,200.69	70.62
SOFT	SOFT WATER CITY	179.00	22.00
UNUM	UNUM LIFE INSURANCE	668.06	30.90
	GOLF OPERATIONS		519.27
41	GOLF MAINTENANCE		
CARQ	CARQUEST AUTO PARTS		318.73
CEDAR	CEDAR RAPIDS TIRE		189.56
CINTA	CINTAS CORPORATION #355	162.90	62.25
CONST	CONSTELLATION NEWENERGY	1,152.48	896.96
GRAI	GRAINGER	135.84	154.26
LOWE	LOWE'S	665.47	49.34
NICOR	NICOR GAS	2,200.69	1,382.44
PROS	PROSAFETY, INC.		32.51
REIN	REINDERS, INC.	6,016.62	1,899.51
UNUM	UNUM LIFE INSURANCE	668.06	52.67
	GOLF MAINTENANCE		5,038.23
SWIMMING POOL			
81	POOL MAINTENANCE		
NICOR	NICOR GAS	2,200.69	604.21
	POOL MAINTENANCE		604.21
TOTAL ALL DEPARTMENTS			101,143.57

Interim \$ 29,391.68

New \$ 101,143.57

Total \$ 130,465.25

To: Board of Commissioners

From: Jackie Hienbuecher

Subject Monthly Report

Date: February 25, 2014

Administrative Initiatives (2/1/14 – 2/28/14)

- Attended Superintendent meetings.
- Reviewed FY 2014 Operating Budget and adjusted for accuracy.
- Reviewed second draft of Tech Study.
- Continued to work on documentation required for annual audit. Fieldwork scheduled to begin 2/24/14.
- Prepared draft of Budget & Appropriation Ordinance.
- Reviewed draft of 2014 Executive Summary.
- Finalized purchase order procedures utilizing the new Purchase Order module in our accounting system.
- Met with Sprint representative to explain change in cell phone policy and return equipment.
- Continued to work with Office Assistant to set up “stores” within the EZLinks system for Beverage Cart, Sports Complex and Pool in order to improve inventory controls.
- Obtained information and calculated the average home values by township within the Sycamore Park District boundaries.
- Notified current Workers Compensation carrier (IPRF) that we would be ending our policy at the completion of our one year term, May 25, 2014. We will be continuing this coverage with PDRMA.

- Provided documentation for Workers Comp audit for the period of 5/26/13 thru 12/31/13.
- Reviewed Quarterly Unemployment Benefit Pay report. Provided documentation and requested inquiry on one claim presented. Determination to come in March.
- Participated in webinar for additional training on Flexible Spending Accounts.
- Obtained quotes for food and beverage inventory items.
- Catering/special events/room rentals: Baseball/Softball registration

Administrative Initiatives (3/1/14 – 3/31/14)

- Finalize documentation required for annual audit.
- Finalize Budget & Appropriation Ordinance and file with County.
- Work with TBC to set up a workstation that all employees with current computer access can utilize.
- Revise wording on closure policy for clarification.
- Establish written procedure for vehicle allowance.
- Prepare concessions for opening.
- Investigate beverage cart options for inventory and cash control.
- Continue working on a 5 – 7 year budget.
- Complete set up of “stores” and add inventory within the EZLinks system for Beverage Cart, Sports Complex and Pool in order to improve inventory controls.
- Meet with boys baseball and girls softball to discuss 2014 season.

- Continue gathering data to update Shelter information on website.
- Begin exploring opportunities for Museum grants and information regarding museum tax levy.
- Catering/special events/room rentals: 1 room rental

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

Corporate Fund (10)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	<u>Variance</u>
Revenues				
Administration	8,109.96	591,650.00	6,062.08	33.8% (1)
Parks	-	13,233.00	-	#DIV/0!
	<hr/>	<hr/>	<hr/>	
Total Revenues	8,109.96	604,883.00	6,062.08	33.8%
Expenses				
Administration	26,797.54	357,766.00	21,687.41	23.6% (2)
Parks	10,245.29	220,409.00	8,451.79	21.2% (3)
	<hr/>	<hr/>	<hr/>	
Total Expenses	37,042.83	578,175.00	30,139.20	22.9%
Total Fund Revenues	8,109.96	604,883.00	6,062.08	33.8%
Total Fund Expenses	37,042.83	578,175.00	30,139.20	22.9%
Surplus (Deficit)	(28,932.87)	26,708.00	(24,077.12)	20.2%

(1) January Replacement Tax was 26.1% \$1,584 higher in 2014.

(2) Part of the increase over 2013 is due to timing (IAPD dues). Expenses in 2014 not in 2013, Community Survey \$3,500, Cleaning Service \$848.75, Cell phone stipend \$450

(3) Primary reason 2014 expenses are higher is due to timing. However, wages/taxes higher by \$700.

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

Recreation Fund (20)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD</u> <u>Actual</u>	
Revenues				
Administration	-	849,016.00	0.64	-100.0%
Sports Complex	-	33,400.00	50.00	-100.0%
Sports Complex Maintenance	-	39,447.00	-	#DIV/0!
Midwest Museum of Natural Hist	-	2,300.00	582.33	-100.0% (1)
Programs-Youth	3,360.00	12,159.00	1,204.00	179.1%
Programs-Teens	1,131.75	5,126.00	1,146.45	-1.3%
Programs-Adult	310.00	1,475.00	730.00	-57.5%
Programs-Family	315.00	8,622.00	634.00	-50.3%
Programs-Leagues	-	4,212.00	-	#DIV/0!
Programs-Youth Athletics	1,178.00	22,065.00	522.00	125.7%
Programs-Fitness	8,571.00	38,485.00	8,395.50	2.1%
Programs-Preschool	-	-	552.00	-100.0%
Programs-Senior	150.00	600.00	105.00	42.9%
Programs-Dance	935.00	3,000.00	1,559.00	-40.0%
Programs-Special Events	665.00	5,069.00	1,105.00	-39.8%
Programs-Concerts	500.00	8,000.00	500.00	0.0%
Programs-Trips	-	-	-	#DIV/0!
Brochure	-	7,300.00	800.00	-100.0%
Weight Room	2,091.00	20,965.00	2,070.00	1.0%
Community Center	-	3,201.00	-	#DIV/0!
	<hr/>		<hr/>	
Total Revenues	19,206.75	1,064,442.00	19,955.92	-3.8%

(1) Timing of interest income.

(2) Revenue from programs increased 4.2%, \$663 compared to 2013.

Sycamore Park District
Summarized Revenue & Expense Report
Period ended January 31, 2014

Expenses

Administration	24,871.03	304,172.00	18,785.80	32.4% (1)
Sports Complex	-	-	-	#DIV/0!
Sports Complex Maintenance	22,007.47	390,907.00	26,872.83	-18.1% (2)
Midwest Museum of Natural Hist	-	9,500.00	-	#DIV/0!
Programs-Youth	253.00	7,532.00	54.96	360.3% (3)
Programs-Teens	607.15	3,630.00	498.75	21.7% (3)
Programs-Adult	85.00	1,200.00	-	#DIV/0! (3)
Programs-Family	420.25	8,226.00	397.85	5.6% (3)
Programs-Leagues	290.66	3,713.00	322.95	-10.0% (3)
Programs-Youth Athletics	76.00	17,625.00	50.00	52.0% (3)
Programs-Fitness	1,902.73	23,628.00	876.15	117.2% (3)
Programs-Preschool	-	-	-	#DIV/0! (3)
Programs-Senior	-	300.00	-	#DIV/0! (3)
Programs-Dance	108.00	2,450.00	82.00	31.7% (3)
Programs-Special Events	275.39	4,703.00	73.84	273.0% (3)
Programs-Concerts	-	7,755.00	-	#DIV/0!
Programs-Trips	-	-	-	#DIV/0! (3)
Brochure	-	24,600.00	-	#DIV/0!
Weight Room	9.26	3,115.00	36.53	-74.7%
Community Center	10,687.36	139,703.00	8,946.08	19.5% (2)
Total Expenses	61,593.30	952,759.00	56,997.74	8.1%
Total Fund Revenues	19,206.75	1,064,442.00	19,955.92	-3.8%
Total Fund Expenses	61,593.30	952,759.00	56,997.74	8.1%
Surplus (Deficit)	(42,386.55)	111,683.00	(37,041.82)	14.4%

(1) Part of the increase over 2013 is due to timing (IAPD dues). Expenses in 2014 not in 2013, Community Survey \$3,500, Cleaning Service \$848.75, Cell phone stipend \$300

(2) Timing

(3) Expenses for programs decreased 13.7%, \$2,411 compared to 2013.

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

Donations (21)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	-	6.04	-100.0%
	<hr/>			
Total Revenues	-	-	6.04	-100.0%
Expenses				
Administration	-	-	-	#DIV/0!
	<hr/>			
Total Expenses	-	-	-	#DIV/0!
Total Fund Revenues	-	-	6.04	-100.0%
Total Fund Expenses	-	-	-	#DIV/0!
Surplus (Deficit)	-	-	6.04	-100.0%

Special Recreation (22)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	144,000.00	5.27	-100.0%
	<hr/>			
Total Revenues	-	144,000.00	5.27	-100.0%
Expenses				
Administration	90.40	277,889.00	-	#DIV/0!
	<hr/>			
Total Expenses	90.40	277,889.00	-	#DIV/0!
Total Fund Revenues	-	144,000.00	5.27	-100.0%
Total Fund Expenses	90.40	277,889.00	-	#DIV/0!
Surplus (Deficit)	(90.40)	(133,889.00)	5.27	-1815.4%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended January 31, 2014

Insurance (23)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	51,000.00	0.94	-100.0%
	<hr/>			
Total Revenues	-	51,000.00	0.94	-100.0%
Expenses				
Administration	5,042.00	72,560.00	1,902.00	165.1% (1)
	<hr/>			
Total Expenses	5,042.00	72,560.00	1,902.00	165.1%
Total Fund Revenues	-	51,000.00	0.94	-100.0%
Total Fund Expenses	5,042.00	72,560.00	1,902.00	165.1%
Surplus (Deficit)	(5,042.00)	(21,560.00)	(1,901.06)	165.2%

(1) Workers comp payment restructured (timing).

Audit (24)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	14,000.00	0.42	-100.0%
	<hr/>			
Total Revenues	-	14,000.00	0.42	-100.0%
Expenses				
Administration	-	14,100.00	-	#DIV/0!
	<hr/>			
Total Expenses	-	14,100.00	-	#DIV/0!
Total Fund Revenues	-	14,000.00	0.42	-100.0%
Total Fund Expenses	-	14,100.00	-	#DIV/0!
Surplus (Deficit)	-	(100.00)	0.42	-100.0%

Sycamore Park District
Summarized Revenue & Expense Report
Period ended January 31, 2014

Paving & Lighting (25)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	100.00	1.80	-100.0%
	<hr/>			
Total Revenues	-	100.00	1.80	-100.0%
Expenses				
Administration	-	-	-	#DIV/0!
	<hr/>			
Total Expenses	-	-	-	#DIV/0!
Total Fund Revenues	-	100.00	1.80	
Total Fund Expenses	-	-	-	
Surplus (Deficit)	-	100.00	1.80	

Park Police (26)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	100.00	0.20	-100.0%
	<hr/>			
Total Revenues	-	100.00	0.20	-100.0%
Expenses				
Administration	-	4,000.00	-	#DIV/0!
	<hr/>			
Total Expenses	-	4,000.00	-	#DIV/0!
Total Fund Revenues	-	100.00	0.20	-100.0%
Total Fund Expenses	-	4,000.00	-	
Surplus (Deficit)	-	(3,900.00)	0.20	-100.0%

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

IMRF (27)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	87,000.00	-	#DIV/0!
	<hr/>			
Total Revenues	-	87,000.00	-	#DIV/0!
Expenses				
Administration	-	86,000.00	-	#DIV/0!
	<hr/>			
Total Expenses	-	86,000.00	-	#DIV/0!
Total Fund Revenues	-	87,000.00	-	#DIV/0!
Total Fund Expenses	-	86,000.00	-	#DIV/0!
Surplus (Deficit)	-	1,000.00	-	

Social Security (28)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	77,000.00	-	#DIV/0!
	<hr/>			
Total Revenues	-	77,000.00	-	#DIV/0!
Expenses				
Administration	-	75,000.00	-	#DIV/0!
	<hr/>			
Total Expenses	-	75,000.00	-	#DIV/0!
Total Fund Revenues	-	77,000.00	-	#DIV/0!
Total Fund Expenses	-	75,000.00	-	#DIV/0!
Surplus (Deficit)	-	2,000.00	-	

Sycamore Park District
Summarized Revenue & Expense Report
Period ended January 31, 2014

Concessions (30)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD</u> <u>Actual</u>	
Revenues				
Clubhouse Concessions	-	68,515.00	-	#DIV/0!
Beverage Cart	-	15,710.00	-	#DIV/0!
Sports Complex Concessions	-	28,435.00	-	#DIV/0!
Pool Concessions	-	11,498.00	-	#DIV/0!
Catering	72.50	19,556.00	615.00	-88.2%
	<hr/>			
Total Revenues	72.50	143,714.00	615.00	-88.2%
Expenses				
Clubhouse Concessions	1,822.49	92,599.00	1,408.07	29.4%
Beverage Cart	-	10,604.00	-	#DIV/0!
Sports Complex Concessions	-	21,536.00	9.88	-100.0%
Pool Concessions	-	10,581.00	-	#DIV/0!
Catering	-	6,183.00	-	#DIV/0!
	<hr/>			
Total Expenses	1,822.49	141,503.00	1,417.95	28.5%
Total Fund Revenues	72.50	143,714.00	615.00	-88.2%
Total Fund Expenses	1,822.49	141,503.00	1,417.95	28.5%
Surplus (Deficit)	(1,749.99)	2,211.00	(802.95)	117.9%

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

Developer Contributions (32)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD</u> <u>Actual</u>	
Revenues				
Administration	-	5,000.00	0.77	-100.0%
	<hr/>			
Total Revenues	-	5,000.00	0.77	-100.0%
Expenses				
Administration	-	-	-	#DIV/0!
	<hr/>			
Total Expenses	-	-	-	#DIV/0!
Total Fund Revenues	-	5,000.00	0.77	-100.0%
Total Fund Expenses	-	-	-	#DIV/0!
Surplus (Deficit)	-	5,000.00	0.77	-100.0%

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

Golf Course (50)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Golf Operations	2,871.05	509,139.00	432.54	563.8% (1)
Golf Maintenance	-	20,951.00	-	#DIV/0!
Total Revenues	2,871.05	530,090.00	432.54	563.8%
Expenses				
Golf Operations	8,310.78	246,513.00	9,296.75	-10.6% (2)
Golf Maintenance	16,862.66	286,928.00	14,667.16	15.0% (2)
Total Expenses	25,173.44	533,441.00	23,963.91	5.0%
Total Fund Revenues	2,871.05	530,090.00	432.54	563.8%
Total Fund Expenses	25,173.44	533,441.00	23,963.91	5.0%
Surplus (Deficit)	(22,302.39)	(3,351.00)	(23,531.37)	-5.2%

(1) Groupon receipts in 2014.

(2) Timing

Sycamore Park District
 Summarized Revenue & Expense Report
 Period ended January 31, 2014

Swimming Pool (51)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD</u>	
			<u>Actual</u>	
Revenues				
Pool	-	58,425.00	-	#DIV/0!
Swim Lessons	-	14,235.00	-	#DIV/0!
	<hr/>		<hr/>	
Total Revenues	-	72,660.00	-	#DIV/0!
Expenses				
Pool	46.27	48,209.00	39.49	17.2%
Pool Maintenance	451.09	26,850.00	184.47	144.5%
Swim Lessons	-	8,201.00	-	#DIV/0!
	<hr/>		<hr/>	
Total Expenses	497.36	83,260.00	223.96	122.1%
Total Fund Revenues	-	72,660.00	-	#DIV/0!
Total Fund Expenses	497.36	83,260.00	223.96	122.1%
Surplus (Deficit)	(497.36)	(10,600.00)	(223.96)	122.1%

Debt Service (60)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	577,000.00	0.31	-100.0%
	<hr/>			
Total Revenues	-	577,000.00	0.31	-100.0%
Expenses				
Administration	-	571,800.00	-	#DIV/0!
	<hr/>			
Total Expenses	-	571,800.00	-	#DIV/0!
Total Fund Revenues	-	577,000.00	0.31	-100.0%
Total Fund Expenses	-	571,800.00	-	#DIV/0!
Surplus (Deficit)	-	5,200.00	0.31	-100.0%

Capital Projects (70)

<u>Department</u>	<u>January Actual</u>	<u>Annual Budget</u>	<u>2013 YTD Actual</u>	
Revenues				
Administration	-	472,680.00	137.60	-100.0%
	<hr/>			
Total Revenues	-	472,680.00	137.60	-100.0%
Expenses				
Administration	807.15	656,700.00	2,855.00	-71.7%
	<hr/>			
Total Expenses	807.15	656,700.00	2,855.00	-71.7%
Total Fund Revenues	-	472,680.00	137.60	-100.0%
Total Fund Expenses	807.15	656,700.00	2,855.00	-71.7%
Surplus (Deficit)	(807.15)	(184,020.00)	(2,717.40)	-70.3%
Total Fund Revenues	30,260.26	3,843,669.00	27,218.89	
Total Fund Expenses	132,068.97	4,047,187.00	117,499.76	

Sycamore Park District
Summarized Revenue & Expense Report
Period ended January 31, 2014

Surplus (Deficit)	(101,808.71)	(203,518.00)	(90,280.87)
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Sycamore Park District

	unaudited 1/1/2014	Revenues	Expenses	Unaudited 1/31/2014	1/31/2014 Cash balance
10 Corporate	146,221.82	8,109.96	37,042.83	117,288.95	100,022.01
20 Recreation	212,718.13	19,206.75	61,593.30	170,331.58	159,782.88
21 Donations	221,305.07	-	-	221,305.07	221,305.07
22 Special Recreation	285,399.55	-	90.40	285,309.15	285,309.15
23 Insurance	44,566.10	-	5,042.00	39,524.10	37,254.78
24 Audit	13,115.80	-	-	13,115.80	13,115.80
25 Paving & Lighting	56,860.91	-	-	56,860.91	56,860.91
26 Park Police	8,071.03	-	-	8,071.03	8,071.03
27 IMRF	-	-	-	-	-
28 Social Security	-	-	-	-	-
30 Concessions	49,774.74	72.50	1,822.49	48,024.75	44,537.78
32 Developer Contributions	74,064.11	-	-	74,064.11	74,064.11
60 Debt Service	14,398.84	-	-	14,398.84	14,398.84
70 Capital Projects	737,132.43	-	807.15	736,325.28	736,325.28
Total governmental fund balance	1,863,628.53	27,389.21	106,398.17	1,784,619.57	1,751,047.64
50 Golf Course	16,749.32	2,871.05	25,173.44	(5,553.07)	
Net Assets	<u>(241,871.42)</u>			<u>(241,871.42)</u>	
	(225,122.10)			(247,424.49)	(244,385.29)
51 Swimming Pool	283,647.41	-	497.36	283,150.05	
Net Assets	<u>(290,235.35)</u>			<u>(290,235.35)</u>	
	(6,587.94)			(7,085.30)	(6,885.30)
Total proprietary funds	300,396.73	2,871.05	25,670.80	277,596.98	
Net assets	<u>(532,106.77)</u>			<u>(532,106.77)</u>	
Proprietary funds minus net assets	(231,710.04)			(254,509.79)	
	1,631,918.49			1,530,109.78	1,499,777.05

Summary of depository accounts as of 2/18/2014

<u>Location</u>	<u>Balance</u>	<u>Interest</u>
Castle Bank	15,622.41	0.10
National Bank & Trust	863,737.96	0.03
Resource Bank	559,177.23	0.10

*Dekalb Co. Community Foundation 14,240.26

1,452,777.86

* There is currently an gain on investments which has increased the original \$10,000 that was placed with the foundation. This balance is as of 12/31/13.

To: Board of Commissioners
From: Kirk T. Lundbeck
Subject: Monthly Report
Date: February 25, 2014

Administrative Initiatives (2/1/14 – 2/28/14)

- Attended weekly Department Head meetings as scheduled.
- Attended monthly all staff meeting.
- Attended Chamber of Commerce Ambassadors Club meeting.
- Touched up walls in pro shop from the 2013 season activities with fresh paint once ADA changes have been made to the clubhouse.
- Scheduled Pro Shop carpet cleaning once ADA changes to clubhouse have been made.
- Scheduled bulk email marketing for 2014 Pre-Season Pass Sale.
- Redesigned pro shop closet area once ADA updates have been completed to provide more efficient storage.
- Prepared mailing for Season Pass Holders for 2014 Pre-Season Pass Sale
- Developed Job Description for Assistant Pro Shop Manager.
- Contacted remaining 2014 outing coordinators who have not returned contracts.
- Finished 2014 outing brochure.
- Prepared logistical aspects for Pre-Season Golf Pass Sale in Clubhouse.

Administrative Initiatives (3/1/14 – 3/31/14)

- Attend weekly Department Head meetings as scheduled.
- Attend monthly all staff meeting.
- Attend Chamber of Commerce Ambassadors Club meeting.
- Hold “Swing into Spring” Season Pass Sale.
- Finish preparing new staffing needs for 2014 season based upon data collected during the 2013 season.
- Finish contacting 2014 outing coordinators who have not returned contracts.
- Prepare Cart Barn for season once carts are moved to maintenance for spring tune ups.
- Display new merchandise for 2014 season.
- Complete 2014 Tournament Schedule.
- Move handicap system computer into the pro shop.
- Prepare golf league lists and schedule for all in house golf leagues.
- Meet with corporate league coordinators for 2014 season.
- Develop spring e-marketing blast for golf course opening.
- Attend webinar on “7 Ways to Drive more Revenue” through Course Trends.
- Meet with Golf Now Representative on third party booking to help fill tee sheet weaknesses.
- Begin to sell reader board advertising for reader board outside the pro shop.

- Add new bulletin board between clubhouse bathrooms for league information.
- Attend online Titleist Club Fitting Training.
- Set date for golf cart trade in.
- Develop Tee Sheet Templates for entire 2014 golf season.

To: Board of Commissioners

From: Jeff Donahoe

Subject: Monthly Report

Date: February 25, 2014

Administrative Initiatives (2/1/14-2/28/14)

Golf

- Snow and ice have kept staff busy with plowing, shoveling, and salting. River flooding now becomes a concern as melting combined with rainfall and a deep frost layer will provide very wet conditions this spring.
- Equipment repair and preventive maintenance continues on all mowers and cutting units.
- I collected pricing and updated information for turf and golf course products. I have also completed writing up the course plant protectant application schedules for the season.
- Flower bed plants have been ordered for spring.
- Swedberg & Assoc. completed work on clubhouse restroom changes as part of the ADA improvements. The concessions counter was also updated along with a portion of the administration reception desk.

Sports

- Staff is plowing as needed and is performing winter equipment service.
- Soccer goals are being checked, repaired, and painted if needed.
- I have had discussions with Bart Desch and some user groups about tournaments and planning for baseball and softball seasons in 2014. The

clubhouse hosted the baseball/softball walk-in sign-up on February 19th and 22nd.

- Working on updating cost per game expenses for the Park District for each set of fields.
- Have begun ordering ball diamond products for the upcoming season.
- Met with Dan Gible and ERA architects about layout of possible future changes to sports complex.

Parks

- Staff continues to plow and salt as needed, and continues winter equipment service. Golf cart maintenance will begin soon.
- Fire system inspections and repairs for all district facilities have been completed. Includes: sprinklers, fire alarm systems, emergency lights, extinguishers, and backflow preventers.
- Swedberg & Assoc. completed required ADA bathroom shower changes at the maintenance facility.
- Attended staff, board, and CAC meetings.
- Completed the PDRMA online training for the hazard communication standard. All staff is doing the same this month.
- Worked with other Park District staff superintendents on the part-time benefits policy update.
- As part of Goals and Objectives, produced several maintenance checklist forms for future organization of regular key maintenance functions for all areas of the Park District. Includes inspection/repair lists for vehicles,

mower equipment, playgrounds, roads, paths, fire systems, HVAC and plumbing systems, and ADA building upkeep.

- Priced equipment for purchase through approved capital budget.
- Attended meeting with Dan Gobble and IDOT about possible future trail expansion and grant requirements.
- Ordered additional signs for Parkside Preserve Park to be placed along Parkside Drive.
- Completed year two and graduated from Maintenance Management School in Wheeling, West Virginia the last week of January. Steve Tritt completed year one of the school.

Administrative Initiatives (3/1/14-3/31/14)

- Attend staff, CAC, and board meetings
- Will continue working on goals and objectives for the two year strategic plan; specifically begin process of writing maintenance management plans for all park areas.
- Will gather information from playground reps. for replacing the recently removed climber structure at the sports concession building.
- Continue to edit and organize old and current office files.
- Continue to work with Swedberg Assoc. as they complete ADA updates in clubhouse and maintenance facility and begin outdoor ADA carpentry updates.
- Work with ERA engineers on reviewing paving portion of ADA upgrades.

- Staff will complete winter equipment maintenance and begin to get outside for spring clean-up and sports field prep.
- Continue to meet with sports user groups to discuss field maintenance issues. The first high school game is scheduled for March 25th.
- Will prepare for and take spray license renewal exam thru Dept. of Ag. with some staff members.
- Will obtain pricing for replacement of 18 bridge irrigation pipe.
- 'No Weapons Allowed' signs will be placed at each park entrance and each building door.
- Clubhouse, pool, old shop locks will be updated to current master key system.
- Obtain estimates for spring replacement of ball field #5 and #8 backstops.
- Begin PDRMA compliance requirements for future insurance review.
- Prepare tree replacement schedule for parks and golf course.

To: Park Board of Commissioners
From: Bart Desch
Subject: Monthly Board Report
Date: February 21, 2014

Administrative Initiatives: 02/01/14 – 02/28/14

- Attended the CAC meeting on February 6.
- Continuing to work on the Summer brochure. Contacted instructors regarding details as well as checking space availability at the School District.
- Met with Thomas Franks of the School District regarding the partnership with the School District's "OSCAR" program. Details were discussed as well as programming ideas for the coming summer. Besides the swimming, Museum and activity aspect, we will also make available an instructor, twice a week to teach Zumba/fitness.
- Continuing contacting potential sponsors for the upcoming Summer Concert Series. This will be the 10th year of the program. Also, contacting music groups to check availability for the summer.
- Attended the Chamber event on January 30.
- Contacted area business's regarding "partnering" with the District in regards to the Summer Concert Series.
- Met with representatives from area youth sport groups regarding the MOU's and the coming season.
- Attended the School District's first "Health Fair" on February 20. Handed out general information about the District, our fitness classes as well as free day passes to the Community Center and pool.
- Met and coordinating with Sarah, our marketing person regarding the summer brochure and all aspects of it.
- Met and worked with Sarah regarding the "Providing More" campaign and how to promote it and created a "shorter" version of the Vision 2020 document, in preparation to print and possibly mail to the public.

- Contacted current advertisers listed in the brochure and requested their ad for the summer brochure.
- Began a discussion with Jesus, the owner of TAXCO regarding the District being involved with the “Cinco de Mayo” celebration in May. The District will assist with the programming for youth and adults during the event. Some cross promotion will also occur. The event will be held on May 4.
- Contacted Molly at the Museum regarding the School District’s “OSCAR” program dates and details for the upcoming summer.
- Sent out bio questions to the park Board members for an update. Sarah made these changes to the web page.
- Coordinated with Cornerstone Christian Academy a facility usage request for their fun run on May 17. The run will go through Lake Rotary and Larson parks.
- Received a request from Crum Halsted Insurance Agency to host a youth baseball clinic in conjunction with MLB Players Alumni Association. These clinics are held nationwide with retired MLB players running the clinic.. This event would be held on July 19, from 9am to noon on Field 1 at the Sports Complex. This will be a free event open to the public. 250 youth are expected to attend.
- Contacted staff at the National Headquarters of Farm and Fleet regarding the future date of our second “Touch a Truck” event. It is tentatively scheduled for September 27.
- Donated a gift certificate for a free program to the North School “Fun Fair” event.
- Donated several certificates to the School District for it’s first “Health Fair”, these include a round of golf for four, a three month pass to the fitness room and free session of Zumba.
- Donated a pool pass for four, to the Dekalb County Youth Services Bureau, for their special event.
- Sent out a new list of questions to the Board to update the web page regarding the “get to know your board”.
- Assisted with facilitating a staff meeting for the front desk staff on February 12. This meeting consisted of registration procedures for the Park Pro Recreation Registration system and customer service.
- Contacted Banner Up for prices for banners for the “Providing More” campaign. These banners will be displayed at park facilities and at other “Key” partners facilities.

- Began contacting “key” partners in the area to gauge their interest in placing our “Providing More” campaign banners in their respective business. Those contacted include, the City of Sycamore, the Sycamore Library, Kishwaukee Community Hospital, the Sycamore Chamber and other institutions.
- Began a discussion with Thomas Franks of the School District about the Park District offering a teen Zumba program at the Middle School. This would potentially begin in late March/early April.
- Contacted the Kiwanis Club to offer a brief presentation regarding the scholarship program they offered last year at the pool for swimming lessons. They have asked staff to present at their meeting on April 15, at 6pm. This topic and upcoming events and happenings will be presented.
- Sent a facility request to the high school for the field house as a rain location for the Youth Baseball clinic in July.

Administrative Initiatives: 03/01/14 – 03/31/14

- Will attend the Community Expo on March 27 at the Dekalb High School Fieldhouse.
- Attend the CAC meeting on March 6.
- Begin finalizing details of the 2014 Summer brochure.
- Will attend the Park Board meeting on March 25.
- Continuing to plan with Jesus at TAXCO, events and activities for the “Cinco de Mayo” event on May 4.
- Continuing to put the marketing plans for the “Providing More” campaign into place and implementing.
- Meet with MOU representatives and other users of the Sport Complex regarding the upcoming spring/summer season.
- Will attend the “Sports Consortium” meeting on March 12.
- Continue to send in usage requests to the School District for summer programs.

To: Board of Commissioners
From: Daniel Gibble, Executive Director
Subject: Monthly Report
Date: February 25, 2014

Administrative Initiatives (2/1/14 – 2/28/14)

- Attended CAC meeting.
- Taught at the NCSU/NRPA Maintenance School.
- Finalized Year 2 ADA bid work contract.
- Updated Agenda Planner and Distribute to Board/Administrative Staff.
- Finalized Equipment Lifecycles.
- Held meetings regarding trails matters:
 - City
 - State
 - Engineers
- Presented 2014 Executive Summary.
- Secured and finalized acquisition of park in Sycamore Creek Subdivision.
- Managed several land related matters.
- Finalized park naming details.
- Finalized staff pay matters.
- Supervised Phase I ADA Work.

- Ordered ADA Signage for Buildings as part of Phase 1 ADA work.

Administrative Initiatives (3/1/14 – 3/31/14)

- Hold meetings with IDOT officials and neighbors about trail matters.
- Hold third, quarterly meeting of new Youth Sports Consortium.
- Work with Board on Establishing Friends Committee.
- Formalized VISION 2020 into a smaller format for distribution.
- Put 2014 ADA deficiencies out to bid.
- Finalize Part-time Personnel Manual.
- Finalize Aquatics Manual with Lisa White.
- Update Agenda Planner for Staff/Board.
- Begin Major Asset Lifecycle Project.
- Begin RFP Process for Website.
- Attended Meetings/Serve On:
 - KSRA
 - Rotary
 - Chamber

Dear Sycamore Park
District,

59

Thank you very much for
the beautiful flowers. They
were a wonderful
surprise, and a cheerful
way to remember Dale's
life - especially after this
last cold spell. They
definitely brightened up
our home.

Thanks again
for your
thoughtfulness,

The Donahoes

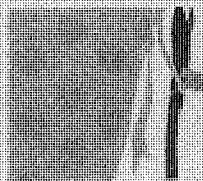
50

Thank You

NIU Wedding Expo 2014



*From Northern Illinois
University*



We appreciate you!

We have sent you an email with the Bridal Registration List attached, if you would like a hard copy mailed to you please contact Karen Villano at: (815) 753 - 6389 or kvillano@niu.edu

Sycamore Park District,
Thank you for being a part of our 2014 wedding Expo. We hope you enjoyed your time at our event & gained many new customers. We couldn't have had such a wonderful event without your participation. Hope to see you again for NIU's 2015 wedding Expo!
Sincerely,

Northern Illinois University
Karen Villano & Lauren Oppe



Dear IAPD Agency Board Member,

Thank you for your membership in the Illinois Association of Park Districts (IAPD). As a valued member, you are part of a strong, unified voice for parks, recreation and conservation in the state of Illinois.

IAPD is committed to providing you and your agency with first class association services including user-friendly publications, up-to-date communications, money-saving programs, convenient educational opportunities, as well as unrivaled political advocacy at the state and national levels.

IAPD has many exciting educational sessions planned this year. The Legislative Conference will be held April 30th at the Crowne Plaza in Springfield and on Thursday, November 6th, we will host the Legal Symposium at the McDonalds Corporate Center in Oak Brook. Our highly rated IAPD/IPRA annual conference will take place January 22-24, 2015 at the Hyatt Regency Chicago. Please visit www.ilparks.org for the full schedule of seminars and events.

This year will also mark the eighth annual IAPD "Best of the Best" Awards Gala to be held on Friday, October 24th at the Wheeling Park District's Chevy Chase Country Club. The gala recognizes media, businesses, citizen volunteers and other units of local government that have played a significant role in your agency's accomplishments. You won't want to miss this inspiring evening.

IAPD has strength in numbers, and, to date, membership includes 469 park districts, forest preserves, city systems, special recreation associations and corporate organizations. Your IAPD membership is an investment that ensures your continued access to the association's high-quality services and benefits and our commitment to helping you and your agency thrive.

Working together, we will continue to advance parks, recreation and conservation throughout Illinois. We look forward to your involvement in the strong and growing IAPD family.

Sincerely,

A handwritten signature in black ink that reads "Peter M. Murphy". The signature is written in a cursive style with a large, sweeping flourish at the end.

Peter Murphy, J.D., CAE
President/CEO

Enclosure

Sycamore Park District Clubhouse

Post Rental Questionnaire

Name: Kim Byrne

Date of Event: 1-11-14

Type of Event: Bridal Shower

1. How was your event? Awesome

2. How was the service of the Park District Staff? Melissa (and family) were there to greet us and Melissa was so great to work with all day. She was always right there to help!

3. How was the room rental fee? Average.

****If you used our catering or bartending service, please answer questions #4 & #5—if not please skip to #6.****

4. How was your menu/meal/bartending? Melissa did a great job at the Bar.

5. How was the pricing? great

6. Would you change anything? no

7. Would you recommend the Clubhouse to a friend? Yes!
Why or Why not It was a great location with plenty of room.

8. How did you hear about us? Looking on web

9. Please note your overall experience. From booking the event to the service the day of the event, everything was Top Notch! Pleasant experience all the way around!

Thank You!

Sycamore Park District Clubhouse Post Rental Questionnaire

Name: Martin, Goodrich & Waddell, Inc.
Date of Event: 1/9/14
Type of Event: Farm Land Auction

1. How was your event? Went Very well.

2. How was the service of the Park District Staff? Excellent

3. How was the room rental fee? Very reasonable

****If you used our catering or bartending service, please answer questions #4 & #5—if not please skip to #6.****

4. How was your menu/meal/bartending? _____

5. How was the pricing? _____

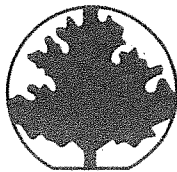
6. Would you change anything? _____

7. Would you recommend the Clubhouse to a friend? Yes
Why or Why not Great Staff and well kept facility

8. How did you hear about us? We are from Sycamore

9. Please note your overall experience. Everything was excellent!
No complaints at all.
Thank you!
Murphy Moore

COPY



Sycamore

PARK DISTRICT

Established 1923

940 East State Street
Sycamore, IL 60178
email: info@sycamoreparkdistrict.com

(TEL) 815/895-3365
(FAX) 815/895-3503
www.sycamoreparkdistrict.com

January 17, 2014

IDOT District #3
700 E. Norris Drive
Ottawa, IL 61350

Attn: Rich Ballerini – Permits Section

Dear Mr. Ballerini:

At the request of Mr. Joseph C. Wick, Area Supervising Field Manager for IDOT, I am writing this letter to request a permit to catalog the fence conflict associated with the SE Quadrant of the IL 64 Kishwaukee River Bridge—Project #66987. Because of confusion in the matter of placing a fence upon conclusion of the state's work, and following a meeting with Mr. Wick, and others, it was decided that this would be the best way to record our understanding of the locating of that fence.

Please find attached a drawing of the location of the fence, as requested by Mr. Wick.

The fence is a standard chain link, 8 foot fence which connects and replaces a fence that pre-existed the work done on the bridge. However, should the state or its designees require access to the site we will gladly authorize removal, as needed, for work that you must do. The Sycamore Park District will:

1. Maintain the fence's integrity.
2. Maintain the grass up to and including the fence line on the south side of the line of the fence.
3. Report any damage to the State should an accident occur that damages the integrity of the fence, and repair that fence as a result.

“Sycamore Park District - we put the MORE in Sycamore”
“Sycamore Park District is an equal opportunity provider and employer”

Page 2
Letter to Rich Ballerini
Permit for Fence at IL 64/Kishwaukee Bridge

Should you have any questions, please don't hesitate to contact myself or my Superintendent of Parks and Facilities, Jeff Donahoe at 815-895-3365.

Thank you for your assistance in this matter.

Sincerely,

Daniel Gibble
Executive Director

Attachments:

cc: Sycamore Park Master File, Correspondence, Board, Counsel

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: APPOINTMENT OF CAC MEMBERS:
Recommended Approval

BACKGROUND INFORMATION: Each year the Board appoints new members to the Citizens Advisory Committee (CAC), as people's terms end. After the CAC Chair, Scott Buzzard, and the Executive Director conducted interviews of all the new applicants, the decision was made to recommend the following individuals for three year terms:

- **Scott Buzzard**
- **Margaret Basset**
- **Brian Lance**
- **Barb Lynch**

FISCAL IMPACT: None.

STAFF RECOMMENDATION: It is our recommendation that the Sycamore Park District Board of Commissioners approve the appointment of Scott Buzzard for Chair of the Citizens Advisory Committee. Further, that we appoint:

- **Margaret Basset**
- **Brian Lance**
- **Barb Lynch**

for new, full terms.

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: PART-TIME EMPLOYEES BENEFITS: Recommend Approval

BACKGROUND INFORMATION: In keeping with the yearlong review of employee and commissioner benefits, District staff was asked by the Board to review and consider whether changes needed to be made to part-time employee benefits. There were several reasons this was asked for; to ensure that benefits for staff were clear, to ensure that the employees who were working more hours or longer tenured were being rewarded, to show fiscal responsibility and eliminate any possible staff abuse of privileges. Please see the attached for the revised and updated policy.

FISCAL IMPACT: This will reward long-term hardworking part-time personnel at no greater cost than the current benefits, and may generate some new revenue which can't be determined.

STAFF RECOMMENDATION: Staff recommends that the attached change in policy for Part-Time Benefits be approved.

PREPARED BY: Bart Desch, Superintendent of Recreation, Jeff Donahoe, Superintendent of Parks and Facilities

EXECUTIVE DIRECTOR REVIEW/APPROVAL: 

BOARD ACTION:

Section 4: Employee Benefits

4.05 Miscellaneous Benefits

As an employee of Sycamore Park District, you are entitled to use Park District facilities and participate in Park District programs at a reduced fee or at no cost. The following is a list of the various facilities that are available based upon your employment classification.

These benefits are only extended to the employee while they are active in their respective position as determined by the Sycamore Park District. The classifications are based on the following criteria, a list of current employees and their level will be present at each program location:

Level 1 - Staff has worked for the Park District a minimum of 4 calendar years or staff works 25 hours per week or more on average.

- Pool – Free Admission
- Golf
 - Free play weekday evenings (Monday-Thursday) when available
 - 50% off Published Rate for all other times
 - No tee times
 - Carts Treated Same as Golf Rates, above
 - 10% off regular price on all pro shop merchandise
- Community Center
 - Free Fitness Center membership.
 - Free registration for programs.
 - ✓ Class must meet minimum size.
 - ✓ Does not include contractual programs, trips and day camps.
 - ✓ Employee responsible for any purchases of materials, books, etc.
- Clubhouse Rental
 - \$15.00 per hour
- Picnic Shelters – Free Rental
- Concessions – 20% off

Level 2 – Staff has worked for the Park District 3 calendar years or less and staff works less than 25 hours per week on average.

- Pool – 50% discount on admission or pass
- Golf

~~-50% off play weekday evenings (Monday-Thursday) and Fri.,
Sat., Sun. & Holidays after 2:00 p.m.~~

~~-No tee times~~

~~-Carts Treated Same as Golf Rates, above~~

~~-10% off regular price on all pro shop merchandise~~

- ~~• Community Center~~

~~-50% off Fitness Center membership or admission~~

~~-50% off non-contractual programs~~

~~-Concessions - 20% off~~

- ~~• Pool — Free admission~~

- ~~• Golf~~

~~Free play~~

~~Monday thru Thursday all day~~

~~Fri., Sat., Sun. & Holidays after 2:00 p.m.~~

~~No tee times~~

~~Carts if available (guest must pay their half)~~

~~10% off regular price on all pro shop merchandise.~~

- ~~• Community Center~~

~~Free Fitness Center membership.~~

~~Free registration for programs.~~

- ~~• Concessions — 50% off~~

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: PART TIME/SEASONAL PERSONNEL POLICY —
FINAL REVIEW: Recommended Approval

BACKGROUND INFORMATION:

As we continue to seek ways to cut costs, and manage better, we are also challenged to be sure that the quality of the work that our employees do is recognized, and we take care of the hardworking employees at our district. The Board recognized that necessity when we adopted Goal 6:

Within its available resources, the Sycamore Park District and Board will strive to support and provide for the Staff that has developed the strong and positive reputation the district has earned.

To that end, one of several Objectives set forth was the following:

Objective 7

During 2013, the Executive Director will, with the Board, review the current benefits package in relationship between part-time/seasonal, and full-time Staff with an eye toward revising benefits for the 2014 fiscal year, and a focus on:

- How we treat a small number of committed, year-round/nearly full-time Staff
- Different degrees of being “part-time”
- Developing reward system for part-time employees
- Finding simple ways to reward full-time employees

You will recall that the Board adopted the new Full-time Personnel Policy earlier this year. At that time, staff indicated its intention to finish the revision of the Part-time/Seasonal Personnel Policy by the end of the year.

Furthermore, it is noted that the Part-time Personnel Policy of the district had not been reviewed in 10 Years, and many of the items are out of date. With cost savings in mind, AND, at the same time, not losing sight how we provide for our staff, therefore, I am presenting a second revision of our Part-time/Seasonal Personnel Policy Manual. There is really only one change, since last meeting—which is the prior agenda item at this, the February 25, 2014 meeting—so we are not including the entire manual in the Board Packet (bring the rest from your Board Packet in November).

If the Board approves the prior agenda item, it will be integrated into the rest of the manual, and we would ask that this, in its entirety, be approved as the district's new Part-Time Personnel Manual.

FISCAL IMPACT: There is only a small cost savings by these changes. Negligible.

STAFF RECOMMENDATION: The staff recommends the Board approve.

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: Februaryovember 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: FINAL DRAFT EQUIPMENT REPLACEMENT SCHEDULES in DATA FORM with BAR GRAPH: Recommend Accpetance

NOTE: You will receive a separate file from the BOARD PACKET. That separate file has the data representation to go with this Staff Recommendation.

BACKGROUND INFORMATION: In seeking to accomplish Short-Term Plan Goals, staff have begun work on equipment lifecycles. Specifically:

Goal 2

By the end of 2013, the park district will establish a comprehensive policy for the replacement/refurbishment of its assets when they exceed their depreciated lifecycles.

To do this, we must take several steps to get to the end product. Those steps are:

1. Identify what is categorized as “equipment”.
2. Catalog that equipment.
3. Merge the catalog.
4. Establish a baseline valuation and year-by-year allocation of its replacement.
5. Analyze that allocation.
6. Develop a plan for how to address its replacement.

In our industry, equipment is differentiated from:

- A. Supplies: Usually used one or just a very few times and then it is “used up”. Lifespan of one use but may be up to 18 months.
- B. Capital Items: Those items, buildings, structures, and machinery which are more “permanent” in nature, may have an acceptable depreciation life, but often outlive that “accounting life”.

Accountants may look at it one way, but for us, “EQUIPMENT” falls somewhere in between these two. This is just our “guide”

The data presented in this last version is from all areas of our operation.

FISCAL IMPACT: None at this time. Will aid in long-term budget decisions.

STAFF RECOMMENDATION: Staff requests that the Board vote to “accept” this report to serve as a planning tool for future budget decisions.

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL: 

BOARD ACTION:

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: FOLLOW-UP ON QUESTION OF SITE SUPERVISION FOR YOUTH SPORTS: Recommend Approval

BACKGROUND INFORMATION: The Park District Board was presented in May 2013 with a staff recommendation regarding the on site management of the Sports Complex during the summer when affiliate organizations hold their programs on Park District fields and property. Staff at that point advised that no action be taken. The Board asked that staff keep them up to date on this topic and forward any further information regarding this in the future. Staff have been in constant contact with the leaders of all the groups throughout the year and only one subject came up as an issue with one group, practice times. Staff inserted language in the new MOU's for the two ball groups to address this situation and the group is satisfied.

The groups still do not feel that on-site management is a need at this time. They would prefer to not have to be charged for this service as well. The group that mentioned the concern is satisfied that with the change in the MOU, that this will alleviate their concern. Options 1 & 2 below were presented in May and Option 3 has been modified.

One question was asked by Commissioner Tucker regarding other Districts and whether or not on site management is offered. Supt. Desch contacted several Districts such as Joliet (6 fields), Plainfield (6 Fields), Kankakee Valley (6 Fields), and Springfield (6 Fields). None of the surveyed Districts provided on site management. They all cited costs and that the fact that they did not have issues regarding this.

Option 1

The user groups themselves would provide volunteers to be out in the park perhaps wearing something that distinguishes them to their respective group. They would be out at the park on the busiest days, perhaps walking around and making sure that their program is running effectively and answer questions from people. The volunteers would have access to Park District staff's phone numbers and email addresses in case a question can't be answered. Staff at the concessions will have copies of all the field schedules to assist people when there are questions as another means to help the user groups. The organization would benefit the most by their customers meeting the leaders of the organization. The other benefit to the organization would be that this option does not inflict a cost. The challenge with this option is getting the individual user groups to provide volunteers to chaperone their own events as many league Commissioners are already involved in coaching their own teams. This may be a bigger issue with the groups who don't see this as a problem currently.

Option 2

The Park District would provide a "Park Ambassador" on the busiest days of the week. This paid position would be responsible for walking around the park and speaking to users and assisting them when questions arise. Due to the traffic at the Sports Complex, this position would be at least 20 hours a week from May 1 through July 31. This position would be paid hourly and the cost to the District would be in the range of \$1,260.00. The concession area also will have copies of all organizations schedule to also assist when people have questions. If this position is continued in the fall, the person would be responsible for assisting the youth soccer program. This position would require Saturday hours for 10 weeks, four hours a day. The cost of this would be \$400.00. The challenge of this option is how to pay for the added position. Either addition funds would have to be added to the recreation department budget, or the different user groups could be charged for the position which would cause conflicts as most groups have not requested this change. This cost does not include the cost of social security/medicare payments for the position.

Option 3

Insert practice time priority in the contracts for the three ball groups. Concessions, which is currently open on the busiest days at the complex and

already staffed with paid Park District employees, would be provided all field schedules and phone contacts for all the user groups. They will also have senior staff contact information, in case of other incidents or questions. We would also ask the user groups to inform coaches and parents that the concessions staff has senior staff contact information available to them. Full time staff will continue to communicate with all the groups and make them aware of any field changes or possible conflicts. With this option, there is no increase in cost to the District or to the users.

FISCAL IMPACT: Based upon solution.

STAFF RECOMMENDATION: With input from all the groups, Staff recommends Option 3. The groups concerns have been addressed and staff will continue to monitor this with all the MOU groups.

PREPARED BY: Bart Desch, Superintendent of Recreation

EXECUTIVE DIRECTOR REVIEW/APPROVAL: 

BOARD ACTION:

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: APPROVAL OF MODIFICATIONS IN BUDGET:
Recommend Approval

BACKGROUND INFORMATION: At the December Regular Board Meeting, the FY 2014 Operating Budget was presented and approved. The following adjustments have been made since that time:

- Finalized salary increases for Full-time and IMRF Eligible Employees. The total dollars were in the approved budget, with the exception of the Executive Director, however they were simply distributed equally among the effected funds. This revision properly expenses salary increases in the correct fund.
- While no adjustments were made to revenue, in total, the salary adjustments resulted in a reallocation of the IMRF and Social Security Levy. This is reflected in the slight variances in revenue by fund.
- Special Recreation Fund: ADA Plumbing and Carpentry work was delayed until January 2014. The cost that had not been expended in 2013, \$101,785, has been transferred to the 2014 budget. This adjustment does not have an overall impact since it is just a timing issue.
- Review and revision of the Pool Budget was made. This adjustment decreased expenses by \$5,003.
- Capital Fund: Did not equal the FY 2014 Capital Budget that was also approved by the Board at the December Board Meeting. Missing was \$5,500 that was transferred over from 2013 for Concessions.

FISCAL IMPACT: The changes above result in a \$110,855 increase in the overall deficit for FY 2014. However, the projected December 31, 2014 ending fund balance will only be reduced by \$2,570.

STAFF RECOMMENDATION: Recommend Approval.

PREPARED BY: Jacqueline Hienbuecher, Superintendent of Finance

EXECUTIVE DIRECTOR REVIEW/APPROVAL: 

BOARD ACTION:

Sycamore Park District
Summarized Revenue & Expense Report
2013 Approved Budget vs. Proposed Actual
With 2014 Proposed Budget

Corporate Fund (10)

<u>Department</u>	2013 Approved Budget	2013 Projections	Diff	2014 Proposed Budget
Revenues				
Administration	537,899.00	597,012.00	59,113.00	592,324.00
Parks	<u>14,012.00</u>	<u>13,220.00</u>	<u>(792.00)</u>	<u>13,196.00</u>
Total Revenues	551,911.00	610,232.00	58,321.00	605,520.00
Expenses				
Administration	321,372.00	318,674.00	(2,698.00)	362,679.00
Parks	<u>215,396.00</u>	<u>203,767.00</u>	<u>(11,629.00)</u>	<u>220,433.00</u>
Total Expenses	536,768.00	522,441.00	(14,327.00)	583,112.00
Total Fund Revenues	551,911.00	610,232.00	58,321.00	605,520.00
Total Fund Expenses	536,768.00	522,441.00	(14,327.00)	583,112.00
Surplus (Deficit)	15,143.00	87,791.00	72,648.00	22,408.00
January 1, 2013 Beginning Fund Balance		59,624.81		
Projected December 31, 2013 Ending Fund Balance		147,415.81		

Recreation Fund (20)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	837,613.00	848,354.00	10,741.00	849,024.00
Sports Complex	36,404.00	32,816.00	(3,588.00)	33,400.00
Sports Complex Maintenance	37,517.00	38,467.00	950.00	39,350.00
Midwest Museum of Natural Hist	2,300.00	2,300.00	-	2,300.00
Programs-Youth	4,104.00	13,099.00	8,995.00	12,159.00
Programs-Teens	6,126.00	4,913.00	(1,213.00)	5,126.00
Programs-Adult	2,790.00	1,945.00	(845.00)	1,475.00
Programs-Family	8,642.00	7,880.00	(762.00)	8,621.00
Programs-Leagues	4,191.00	4,193.00	2.00	4,212.00
Programs-Youth Athletics	23,918.00	16,648.00	(7,270.00)	22,065.00
Programs-Fitness	28,495.00	38,496.00	10,001.00	38,484.00
Programs-Preschool	-	690.00	690.00	-
Programs-Senior	420.00	455.00	35.00	600.00
Programs-Dance	1,980.00	5,147.00	3,167.00	3,000.00
Programs-Special Events	3,556.00	4,403.00	847.00	5,069.00
Programs-Concerts	10,000.00	7,100.00	(2,900.00)	8,000.00
Programs-Trips	-	428.00	428.00	-
Brochure	8,100.00	7,150.00	(950.00)	7,300.00
Weight Room	19,850.00	20,146.00	296.00	20,965.00
Community Center	3,559.00	3,610.00	51.00	3,199.00
Total Revenues	1,039,565.00	1,058,240.00	18,675.00	1,064,349.00
Expenses				
Administration	286,519.00	274,605.00	(11,914.00)	304,837.00
Sports Complex	350.00	-	(350.00)	-
Sports Complex Maintenance	364,579.00	361,897.00	(2,682.00)	391,122.00
Midwest Museum of Natural Hist	9,500.00	7,000.00	(2,500.00)	9,500.00
Programs-Youth	2,018.00	9,785.00	7,767.00	7,532.00
Programs-Teens	3,930.00	2,942.00	(988.00)	3,630.00
Programs-Adult	2,045.00	990.00	(1,055.00)	1,200.00
Programs-Family	8,549.00	7,566.00	(983.00)	8,226.00
Programs-Leagues	3,302.00	3,190.00	(112.00)	3,713.00
Programs-Youth Athletics	19,311.00	13,513.00	(5,798.00)	17,625.00
Programs-Fitness	15,552.00	18,185.00	2,633.00	23,628.00
Programs-Preschool	-	128.00	128.00	-
Programs-Senior	240.00	200.00	(40.00)	300.00
Programs-Dance	1,750.00	4,684.00	2,934.00	2,450.00
Programs-Special Events	4,221.00	4,539.00	318.00	4,703.00
Programs-Concerts	9,955.00	6,707.00	(3,248.00)	7,755.00
Programs-Trips	-	705.00	705.00	-
Brochure	24,000.00	17,208.00	(6,792.00)	24,600.00
Weight Room	3,000.00	2,408.00	(592.00)	3,115.00
Community Center	141,210.00	142,003.00	793.00	139,703.00
Total Expenses	900,031.00	878,255.00	(21,776.00)	953,639.00
Total Fund Revenues	1,039,565.00	1,058,240.00	18,675.00	1,064,349.00
Total Fund Expenses	900,031.00	878,255.00	(21,776.00)	953,639.00
Surplus (Deficit)	139,534.00	179,985.00	40,451.00	110,710.00
January 1, 2013 Beginning Fund Balance		36,127.00		
Projected December 31, 2013 Ending Fund Balance		216,112.00		

Donations (21)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	-	50.00	50.00	-
Total Revenues	-	50.00	50.00	-
Expenses				
Administration	-	-	-	-
Total Expenses	-	-	-	-
Total Fund Revenues	-	50.00	50.00	-
Total Fund Expenses	-	-	-	-
Surplus (Deficit)	-	50.00	50.00	-
January 1, 2013 Beginning Fund Balance		220,678.26		
Projected December 31, 2013 Ending Fund Balance		220,728.26		

Special Recreation (22)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	176,000.00	158,040.00	(17,960.00)	144,000.00
Total Revenues	176,000.00	158,040.00	(17,960.00)	144,000.00
Expenses				
Administration	191,040.00	188,605.66	(2,434.34)	379,674.00
Total Expenses	191,040.00	188,605.66	(2,434.34)	379,674.00
Total Fund Revenues	176,000.00	158,040.00	(17,960.00)	144,000.00
Total Fund Expenses	191,040.00	188,605.66	(2,434.34)	379,674.00
Surplus (Deficit)	(15,040.00)	(30,565.66)	(15,525.66)	(235,674.00)
January 1, 2013 Beginning Fund Balance		214,204.58		
Projected December 31, 2013 Ending Fund Balance		183,638.92		(52,035.08)

Insurance (23)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>43,000.00</u>	<u>61,300.67</u>	<u>18,300.67</u>	<u>51,000.00</u>
Total Revenues	43,000.00	61,300.67	18,300.67	51,000.00
Expenses				
Administration	<u>96,000.00</u>	<u>98,327.48</u>	<u>2,327.48</u>	<u>72,560.00</u>
Total Expenses	96,000.00	98,327.48	2,327.48	72,560.00
Total Fund Revenues	43,000.00	61,300.67	18,300.67	51,000.00
Total Fund Expenses	96,000.00	98,327.48	2,327.48	72,560.00
Surplus (Deficit)	(53,000.00)	(37,026.81)	15,973.19	(21,560.00)
January 1, 2013 Beginning Fund Balance		78,716.85		
Projected December 31, 2013 Ending Fund Balance		41,690.04		

Audit (24)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>9,400.00</u>	<u>9,400.00</u>	<u>-</u>	<u>14,000.00</u>
Total Revenues	9,400.00	9,400.00	-	14,000.00
Expenses				
Administration	<u>15,000.00</u>	<u>13,250.00</u>	<u>(1,750.00)</u>	<u>14,100.00</u>
Total Expenses	15,000.00	13,250.00	(1,750.00)	14,100.00
Total Fund Revenues	9,400.00	9,400.00	-	14,000.00
Total Fund Expenses	15,000.00	13,250.00	(1,750.00)	14,100.00
Surplus (Deficit)	(5,600.00)	(3,850.00)	1,750.00	(100.00)
January 1, 2013 Beginning Fund Balance		17,022.29		
Projected December 31, 2013 Ending Fund Balance		13,172.29		

Paving & Lighting (25)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>100.00</u>	<u>89.00</u>	<u>(11.00)</u>	<u>100.00</u>
Total Revenues	100.00	89.00	(11.00)	100.00
Expenses				
Administration	<u>72,000.00</u>	<u>78,298.00</u>	<u>6,298.00</u>	<u>-</u>
Total Expenses	72,000.00	78,298.00	6,298.00	-
Total Fund Revenues	100.00	89.00	(11.00)	100.00
Total Fund Expenses	72,000.00	78,298.00	6,298.00	-
Surplus (Deficit)	(71,900.00)	(78,209.00)	(6,309.00)	100.00
January 1, 2013 Beginning Fund Balance		72,920.94		
Projected December 31, 2013 Ending Fund Balance		(5,288.06)		

Park Police (26)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>100.00</u>	<u>79.00</u>	<u>(21.00)</u>	<u>100.00</u>
Total Revenues	100.00	79.00	(21.00)	100.00
Expenses				
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,000.00</u>
Total Expenses	-	-	-	4,000.00
Total Fund Revenues	100.00	79.00	(21.00)	100.00
Total Fund Expenses	-	-	-	4,000.00
Surplus (Deficit)	100.00	79.00	(21.00)	(3,900.00)
January 1, 2013 Beginning Fund Balance		7,989.31		
Projected December 31, 2013 Ending Fund Balance		8,068.31		

IMRF (27)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>86,000.00</u>	<u>85,900.00</u>	<u>(100.00)</u>	<u>87,000.00</u>
Total Revenues	86,000.00	85,900.00	(100.00)	87,000.00
Expenses				
Administration	<u>86,000.00</u>	<u>85,900.00</u>	<u>(100.00)</u>	<u>87,000.00</u>
Total Expenses	86,000.00	85,900.00	(100.00)	87,000.00
Total Fund Revenues	86,000.00	85,900.00	(100.00)	87,000.00
Total Fund Expenses	86,000.00	85,900.00	(100.00)	87,000.00
Surplus (Deficit)	-	-	-	-
January 1, 2013 Beginning Fund Balance		-		
Projected December 31, 2013 Ending Fund Balance		-		

Social Security (28)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>75,000.00</u>	<u>74,900.00</u>	<u>(100.00)</u>	<u>77,000.00</u>
Total Revenues	75,000.00	74,900.00	(100.00)	77,000.00
Expenses				
Administration	<u>75,000.00</u>	<u>74,900.00</u>	<u>(100.00)</u>	<u>77,000.00</u>
Total Expenses	75,000.00	74,900.00	(100.00)	77,000.00
Total Fund Revenues	75,000.00	74,900.00	(100.00)	77,000.00
Total Fund Expenses	75,000.00	74,900.00	(100.00)	77,000.00
Surplus (Deficit)	-	-	-	-
January 1, 2013 Beginning Fund Balance		-		
Projected December 31, 2013 Ending Fund Balance		-		

Concessions (30)

<u>Department</u>	<u>2013</u> <u>Approved</u> <u>Budget</u>	<u>2013</u> <u>Projections</u>	<u>Diff</u>	<u>2014</u> <u>Proposed</u> <u>Budget</u>
Revenues				
Clubhouse Concessions	66,417.00	71,430.00	5,013.00	68,491.00
Beverage Cart	15,091.00	14,992.00	(99.00)	15,709.00
Sports Complex Concessions	28,957.00	24,893.00	(4,064.00)	28,434.00
Pool Concessions	12,147.00	8,080.00	(4,067.00)	11,497.00
Catering	18,060.00	15,119.00	(2,941.00)	19,556.00
Total Revenues	140,672.00	134,514.00	(6,158.00)	143,687.00
Expenses				
Clubhouse Concessions	75,571.00	79,393.00	3,822.00	92,511.00
Beverage Cart	10,857.00	9,238.00	(1,619.00)	10,604.00
Sports Complex Concessions	21,813.00	20,621.00	(1,192.00)	21,536.00
Pool Concessions	11,711.00	8,193.00	(3,518.00)	10,581.00
Catering	7,637.00	5,309.00	(2,328.00)	6,183.00
Total Expenses	127,589.00	122,754.00	(4,835.00)	141,415.00
Total Fund Revenues	140,672.00	134,514.00	(6,158.00)	143,687.00
Total Fund Expenses	127,589.00	122,754.00	(4,835.00)	141,415.00
Surplus (Deficit)	13,083.00	11,760.00	(1,323.00)	2,272.00
January 1, 2013 Beginning Fund Balance		29,995.12		
Projected December 31, 2013 Ending Fund Balance		41,755.12		

Developer Contributions (32)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>5,000.00</u>	<u>29,536.00</u>	<u>24,536.00</u>	<u>5,000.00</u>
Total Revenues	5,000.00	29,536.00	24,536.00	5,000.00
Expenses				
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenses	-	-	-	-
Total Fund Revenues	5,000.00	29,536.00	24,536.00	5,000.00
Total Fund Expenses	-	-	-	-
Surplus (Deficit)	5,000.00	29,536.00	24,536.00	5,000.00
January 1, 2013 Beginning Fund Balance		31,410.60		
Projected December 31, 2013 Ending Fund Balance		60,946.60		

Golf Course (50)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Golf Operations	505,526.00	488,717.00	(16,809.00)	508,950.00
Golf Maintenance	<u>21,837.00</u>	<u>20,508.00</u>	<u>(1,329.00)</u>	<u>20,849.00</u>
Total Revenues	527,363.00	509,225.00	(18,138.00)	529,799.00
Expenses				
Golf Operations	234,372.00	235,489.00	1,117.00	245,640.00
Golf Maintenance	<u>283,545.00</u>	<u>269,294.00</u>	<u>(14,251.00)</u>	<u>286,674.00</u>
Total Expenses	517,917.00	504,783.00	(13,134.00)	532,314.00
Total Fund Revenues	527,363.00	509,225.00	(18,138.00)	529,799.00
Total Fund Expenses	517,917.00	504,783.00	(13,134.00)	532,314.00
Surplus (Deficit)	9,446.00	4,442.00	(5,004.00)	(2,515.00)
January 1, 2013 Cash Balance		(227,793.22)		
Projected December 31, 2013 Ending Cash Balance		(223,351.22)		

Swimming Pool (51)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Pool	75,406.00	58,988.00	(16,418.00)	58,199.00
Swim Lessons	<u>11,584.00</u>	<u>15,137.00</u>	<u>3,553.00</u>	<u>14,235.00</u>
Total Revenues	86,990.00	74,125.00	(12,865.00)	72,434.00
Expenses				
Pool	50,270.00	48,226.00	(2,044.00)	44,430.00
Pool Maintenance	28,600.00	29,195.00	595.00	25,400.00
Swim Lessons	<u>8,120.00</u>	<u>8,662.00</u>	<u>542.00</u>	<u>8,201.00</u>
Total Expenses	86,990.00	86,083.00	(907.00)	78,031.00
Total Fund Revenues	86,990.00	74,125.00	(12,865.00)	72,434.00
Total Fund Expenses	86,990.00	86,083.00	(907.00)	78,031.00
Surplus (Deficit)	-	(11,958.00)	(11,958.00)	(5,597.00)
January 1, 2013 Cash Balance		3,642.04		
Projected December 31, 2013 Ending Cash Balance		(8,315.96)		

Debt Service (60)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>565,000.00</u>	<u>567,900.00</u>	<u>2,900.00</u>	<u>577,000.00</u>
Total Revenues	565,000.00	567,900.00	2,900.00	577,000.00
Expenses				
Administration	<u>562,243.00</u>	<u>562,243.00</u>	<u>-</u>	<u>571,800.00</u>
Total Expenses	562,243.00	562,243.00	-	571,800.00
Total Fund Revenues	565,000.00	567,900.00	2,900.00	577,000.00
Total Fund Expenses	562,243.00	562,243.00	-	571,800.00
Surplus (Deficit)	2,757.00	5,657.00	2,900.00	5,200.00
January 1, 2013 Beginning Fund Balance		12,645.45		
Projected December 31, 2013 Ending Fund Balance		18,302.45		

Capital Projects (70)

<u>Department</u>	<u>2013 Approved Budget</u>	<u>2013 Projections</u>	<u>Diff</u>	<u>2014 Proposed Budget</u>
Revenues				
Administration	<u>462,000.00</u>	<u>468,900.00</u>	<u>6,900.00</u>	<u>472,680.00</u>
Total Revenues	462,000.00	468,900.00	6,900.00	472,680.00
Expenses				
Administration	<u>594,765.00</u>	<u>567,006.00</u>	<u>(27,759.00)</u>	<u>662,200.00</u>
Total Expenses	594,765.00	567,006.00	(27,759.00)	662,200.00
Total Fund Revenues	462,000.00	468,900.00	6,900.00	472,680.00
Total Fund Expenses	594,765.00	567,006.00	(27,759.00)	662,200.00
Surplus (Deficit)	(132,765.00)	(98,106.00)	34,659.00	(189,520.00)
January 1, 2013 Beginning Fund Balance		819,620.80		
Projected December 31, 2013 Ending Fund Balance		721,514.80		
Total Fund Revenues	3,768,101.00	3,842,430.67	74,329.67	3,843,669.00
Total Fund Expenses	3,861,343.00	3,782,846.14	(78,496.86)	4,156,845.00
Surplus (Deficit)	(93,242.00)	59,584.53	152,826.53	(313,176.00)

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: BUDGET AND APPROPRIATION ORDINANCE: Draft

BACKGROUND INFORMATION: The combined annual budget and appropriation ordinance appropriates the monies that are necessary to cover the projected expenses and liabilities the district may incur in its next budget year. The ordinance must be passed and approved within or before the first quarter of each fiscal year. The ordinance is first prepared in tentative form and made available for public inspection at least 30 days prior to final action. Additionally, a required public hearing is held by the Board, which is published, in advance, in an ad in the local paper.

The appropriation ordinance serves as an upper limit on what may be spent during the current fiscal year. It is, in effect, a statement of the maximum amount that could conceivably be spent if sufficient funds are available. It is allowable and recommended that the appropriation should exceed the working budget, which the board has already adopted, to allow for some leeway in spending. The ordinance reflects a 15% increase over the working budget. This process and the 15% “buffer” is part of a larger process, as mandated by law.

FISCAL IMPACT: Not applicable.

STAFF RECOMMENDATION: This is a draft of the Ordinance that will be presented at the March Board meeting for approval. All Fund Balance numbers as of January 1, 2014 are unaudited figures. Audited numbers will be included in the final ordinance.

PREPARED BY: Jacqueline Hienbuecher, Superintendent of Finance.

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

**ORDINANCE NO. 03-2014
BUDGET AND APPROPRIATION ORDINANCE**

AN ORDINANCE ADOPTING THE COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR THE SYCAMORE PARK DISTRICT, DEKALB COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2014 AND ENDING ON THE THIRTY-FIRST (31st) DAY OF DECEMBER, 2014.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS (the Board) of the SYCAMORE PARK DISTRICT (the "District"), DEKALB COUNTY, ILLINOIS:

Section I. It is hereby found and determined:

(a) This Board has heretofore caused to be prepared a combined annual budget and appropriation in tentative form, which ordinance has been conveniently available for public inspection for at least 30 days prior to final action thereon:

(b) A public hearing was held at the Sycamore Park District, DeKalb County, Illinois on the 25th day of March, 2014 on said ordinance, notice of said hearing having been given by publication in the Daily Chronicle, being a newspaper published within this District, at least one week prior to such hearing; and,

(c) That all other legal requirements for the adoption of the annual budget and appropriation ordinance of this District for the fiscal year beginning January 1, 2014 and ending December 31, 2014 have heretofore been performed.

Section II. The following sums of money, or so much thereof as may be authorized by law for the following objects and purposes, be and the same are hereby budgeted and appropriated for the fiscal year beginning the first day of January, 2014 and ending on the thirty-first (31st) day of December, 2014.

I. CORPORATE FUND

Salaries, Wages and Taxes	\$	328,224
Professional and Contracted Services	\$	93,860
Administrative Supplies and Expenses	\$	64,435
Repairs and Maintenance	\$	86,480
Utilities	\$	27,722
Insurance	\$	69,859
Total Estimated Expenditures	\$	<u>670,580</u>

CORPORATE FUND SUMMARY

Fund Balance January 1, 2014	\$	146,222
Estimated 2013 Property Taxes & Interest	\$	557,750
Estimated transfer of IMRF/SS tax levy	\$	49,094
Estimated 2014 Corporate Replacement	\$	46,000
Miscellaneous revenue	\$	<u>43,504</u>
Total Estimated Available Revenues	\$	842,570
Total Estimated Expenditures	\$	<u>670,580</u>
Estimated Fund Balance December 31, 2014	\$	171,990

II. RECREATION FUND

Salaries, Wages and Taxes	\$	607,767
Professional and Contracted Services	\$	93,632
Supplies	\$	81,115
Repairs and Maintenance	\$	59,817
Utilities	\$	34,257
Insurance	\$	139,001
Misc	\$	81,096
Total Estimated Expenditures	\$	<u>1,096,685</u>

RECREATION FUND SUMMARY

Fund Balance January 1, 2014	\$	212,718
Estimated 2013 Property Taxes & Interest	\$	943,000
Estimated transfer of IMRF/SS tax levy	\$	85,459
League & Sports Fees	\$	38,410
Programs/Events	\$	121,195
Fitness	\$	24,093
Miscellaneous revenue	\$	<u>11,845</u>
Total Estimated Available Revenues	\$	1,436,720
Total Estimated Expenditures	\$	<u>1,096,685</u>
Estimated Fund Balance December 31, 2014	\$	340,035

III. RESTRICTED CONTRIBUTIONS

Expenses	\$	20,000
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RESTRICTED CONTRIBUTIONS SUMMARY

Fund Balance January 1, 2014	\$	221,305
Miscellaneous revenue	\$	<u>20,000</u>
Total Estimated Available Revenues	\$	241,305
Total Estimated Expenditures	\$	<u>20,000</u>
Estimated Fund Balance December 31, 2014	\$	221,305

IV. SPECIAL RECREATION FUND

Expenses	\$	436,625
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SPECIAL RECREATION FUND SUMMARY

Fund Balance January 1, 2014	\$	285,400
Estimated 2013 Property Taxes & Interest	\$	165,600
Total Estimated Available Revenues	\$	<u>451,000</u>
Total Estimated Expenditures	\$	<u>436,625</u>
Estimated Fund Balance December 31, 2014	\$	14,375

V. IMRF FUND

Expenses	\$	100,050
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IMRF FUND SUMMARY

Fund Balance January 1, 2014	\$	-
Estimated 2013 Property Taxes & Interest	\$	100,050
Total Estimated Available Revenues	\$	100,050
Total Estimated Expenditures	\$	100,050
Estimated Fund Balance December 31, 2014	\$	-

VI. SOCIAL SECURITY FUND

Expenses	\$	88,550
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SOCIAL SECURITY FUND SUMMARY

Fund Balance January 1, 2014	\$	-
Estimated 2013 Property Taxes & Interest	\$	88,550
Total Estimated Available Revenues	\$	88,550
Total Estimated Expenditures	\$	88,550
Estimated Fund Balance December 31, 2014	\$	-

VII. LIABILITY TORT FUND

Expenses	\$	83,445
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LIABILITY TORT FUND SUMMARY

Fund Balance January 1, 2014	\$	44,566
Estimated 2013 Property Taxes & Interest	\$	58,650
Total Estimated Available Revenues	\$	103,216
Total Estimated Expenditures	\$	83,445
Estimated Fund Balance December 31, 2014	\$	19,771

VIII. AUDIT FUND

Expenses	\$	16,215
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AUDIT FUND SUMMARY

Fund Balance January 1, 2014	\$	13,116
Estimated 2013 Property Taxes & Interest	\$	16,100
Total Estimated Available Revenues	\$	29,216
Total Estimated Expenditures	\$	16,215
Estimated Fund Balance December 31, 2014	\$	13,001

IX. PAVING & LIGHTING FUND

Expenses	\$	1,000
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PAVING & LIGHTING FUND SUMMARY

Fund Balance January 1, 2014	\$	-
Estimated 2013 Property Taxes & Interest	\$	1,000
Total Estimated Available Revenues	\$	1,000
Total Estimated Expenditures	\$	1,000
Estimated Fund Balance December 31, 2014	\$	-

X. POLICE FUND

Expenses	\$	9,071
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POLICE FUND SUMMARY

Fund Balance January 1, 2014	\$	8,071
Estimated 2013 Property Taxes & Interest	\$	1,000
Total Estimated Available Revenues	\$	9,071
Total Estimated Expenditures	\$	9,071
Estimated Fund Balance December 31, 2014	\$	0

XI. DEVELOPMENT CONTRIBUTION FUND

Expenses	\$	104,064
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DEVELOPMENT CONTRIBUTION FUND SUMMARY

Fund Balance January 1, 2014	\$	74,064
Development Contributions	\$	30,000
Miscellaneous revenue	\$	-
Total Estimated Available Revenues	\$	104,064
Total Estimated Expenditures	\$	104,064
Estimated Fund Balance December 31, 2014	\$	0

XII. GOLF COURSE FUND

Salaries, Wages and Taxes	\$	334,823
Professional and Contracted Services	\$	21,811
Supplies	\$	51,635
Repairs and Maintenance	\$	93,035
Utilities	\$	22,356
Insurance	\$	84,247
Misc	\$	4,255
Total Estimated Expenditures	\$	612,162

GOLF FUND SUMMARY

Net Position, January 1, 2014	\$	16,749
Estimated transfer of IMRF/SS tax levy	\$	44,277
Daily Fees	\$	199,847
Season Passes	\$	145,550
Carts	\$	139,265
Golf Events & Programs	\$	22,080
Pro Shop Sales	\$	58,250
Total Estimated Available Revenues	\$	626,018
Total Estimated Expenditures	\$	612,162
Estimated Net Position, December 31, 2014	\$	13,856

XIII. SWIMMING POOL FUND

Salaries, Wages and Taxes	\$	56,236
Supplies	\$	3,738
Repairs and Maintenance	\$	12,075
Utilities	\$	17,687
Total Estimated Expenditures	\$	89,736

POOL FUND SUMMARY

Net Position, January 1, 2014	\$	283,647
Estimated transfer of IMRF/SS tax levy	\$	3,886
Daily Fees	\$	20,516
Season Passes	\$	38,640
Special Events & Programs	\$	4,531
Lessons	\$	14,576
Total Estimated Available Revenues	\$	365,796
Total Estimated Expenditures	\$	89,736
Estimated Net Position, December 31, 2014	\$	276,060

XIV. CONCESSIONS

Salaries, Wages and Taxes	\$	57,172
Supplies	\$	69,460
Repairs and Maintenance	\$	17,768
Utilities	\$	4,456
Misc.	\$	13,771
Total Estimated Expenditures	\$	162,627

DRAFT

CONCESSIONS FUND SUMMARY

Fund Balance January 1, 2014	\$	49,775
Estimated transfer of IMRF/SS tax levy	\$	5,885
Sports Complex	\$	32,229
Clubhouse	\$	70,346
Beverage Cart	\$	17,681
Catering	\$	22,425
Pool	\$	12,880
Marketing Fund	\$	3,795
Total Estimated Available Revenues	\$	215,016
Total Estimated Expenditures	\$	162,627
Estimated Fund Balance December 31, 2014	\$	52,389

XV. BOND AND INTEREST FUND

Interest	\$	50,232
Principal	\$	607,338
Total Expenses	\$	657,570

BOND AND INTEREST FUND SUMMARY

Fund Balance January 1, 2014	\$	14,399
Estimated 2013 Property Taxes & Interest	\$	663,550
Miscellaneous revenue		
Total Estimated Available Revenues	\$	677,949
Total Estimated Expenditures	\$	657,570
Estimated Fund Balance December 31, 2014	\$	20,379

XVI. CAPITAL FUND

Vehicles		
Maintenance Equipment	\$	13,800
Professional Fees	\$	69,000
Buildings & Structures	\$	-
Equipment/Furnishings	\$	65,550
Golf Course	\$	121,498
Swimming Pool	\$	-
Community Center	\$	5,980
Parks & Grounds	\$	251,620
Concessions	\$	6,325
Miscellaneous	\$	227,068
Total Estimated Expenditures	\$	760,841

CAPITAL FUND SUMMARY

Fund Balance January 1, 2014	\$	737,132
Bond Proceeds	\$	543,582
Miscellaneous revenue	\$	-
Total Estimated Available Revenues	\$	1,280,714
Total Estimated Expenditures	\$	760,841
Estimated Fund Balance December 31, 2014	\$	519,873

Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this District during the fiscal year beginning January 1, 2014 and ending December 31, 2014 for the respective purposes set forth.

All unexpended balances of the appropriations for the fiscal year ended December 31, 2014 and prior years are hereby specifically reappropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance, in making this appropriation in accordance with applicable law.

The receipts and revenue of said District derived from sources other than taxation and not specifically appropriated, shall constitute the general corporate fund and shall first be placed to the credit of such fund.

Section III. The following determinations have been made and are hereby made a part of the aforesaid budget:

(a)	An estimate of the cash on hand at the beginning of the fiscal year is expected to be	\$	1,588,322
(b)	An estimate of the cash expected to be received during the fiscal year from all sources is	\$	4,276,490
(c)	An estimate of the expenditures contemplated for the fiscal year is	\$	4,720,621
(d)	An estimate of the cash expected to be on hand at the end of the fiscal year is	\$	1,663,034
(e)	An estimate of the amount of taxes to be received during the fiscal year is	\$	2,639,250

Section IV. The receipts and revenues of the Sycamore Park District derived from sources other than taxation and not specifically appropriated, and all unexpended balances from the preceding fiscal year not required for the purposes for which they were appropriated and levied, shall constitute the General Fund and shall first be placed to the credit of such fund.

Section V. All ordinances or parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict. If any item or portion thereof of this budget and appropriation ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such items or the remaining portion of this ordinance.

This ordinance shall be in full force and effect immediately upon its passage.

Passed by the Board of Commissioners of the Sycamore Park District this day of _____, 2014.

President

ATTEST:

Secretary

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: EXECUTIVE SUMMARY: First Review and Discussion Only

BACKGROUND INFORMATION: It is important that key staff and all Board members have at their access a resource that can answer most of the broad policy and budget issues facing the Sycamore Park District. This resource allows the staff and board to have a “go-to” source of information.

To provide this resource—one that could also be on our website—the **Executive Summary** will be created in February of each year to put in place all the guiding information, and key budget information for the coming year. This Executive Summary will contain:

Background

Mission Statement
Commissioner Contact Information
Executive Director Contact Information
Board/CAC Meeting Dates
Brief History
Holiday Schedule
Organizational Chart
FT/PT Pay Schedules

Financial Analysis

Major Fund Comparison of Operating Budget 2012 vs 2013
Appropriation Comparison 2012 vs 2013
Comparison of Tax Levy 2012 vs 2013
Historical Comparison of EAV and Tax Rate
Bond Analysis
Historical Levy Rates of Various Taxing Bodies w/Pie Chart

Budget

FY2013 Operating Budget Summary
FY2013 Operating Budget Detail

Goals and Objectives

Short-Term Plan

Vision 20/20

Vision 20/20 as of December, 2013

Program and Facility Use Stats from 2012

Program Participation Numbers

Golf Course Comparative Analysis

Pavilion Use Summary

Fitness Center Comparative Analysis

Major Fee Categories

Pool Fees

Golf Course Fees

Pavilion Fees

Park Permit Fees

Fitness Center Fees

Significant Events from 2012

Parks and Facilities

Recreation (includes Pool)

Golf

Administration (includes Concessions)

FISCAL IMPACT: None.

STAFF RECOMMENDATION: It is recommended that the Board approve the Executive Summary

PREPARED BY: Jeanette Freeman, Office Manager

EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: POOL FEES AND HOURS OF OPERATION: Information and Review

BACKGROUND INFORMATION: Lisa White conducted a thorough review of our surrounding outdoor pool competition as part of an effort to see how we compare to others. This is part of our larger effort to meet goals and objectives in our Short-Term Plan. Specifically,

Objective 7

The Superintendent of Recreation will work to continue to reduce operating costs of the pool by 10% for each year, 2013 and 2014, to help with the debt that the pool incurs.

The Sycamore Park District pool was established in 1982. Therefore, the pool will be 32 years old this summer. In an effort to keep our aging pool competitive while maintaining cost effectiveness, we reviewed the specific features of Genoa, DeKalb and Huntley's swimming pools. Included in that assessment was:

1. Hours of operation.
2. Dates of operation.
3. Daily fees – resident and non-resident.
4. Pass fees – resident and non-resident.

From that study, we found three distinct differences:

- A. We are open more days and hours than most.
- B. Our fees are on the high end.
- C. Our facility does not have as many features as our competition.

Therefore, Lisa and I feel that we should be MORE COMPETITIVE!!!

Toward that end, we are submitting for your comment and discussion several suggestions in fee adjustments and hours of operation. These changes will reflect a

competitive balance with other area pools, and will allow us to kick off a great promotional campaign featuring:

“PARK DISTRICT LOWERS SWIMMING POOL PASS RATES”

It is hoped that the adjusting of fees will result in more individuals feeling that the fee will now accurately reflect the product and value offered. Daily fees were not adjusted.

The hours are being adjusted to accurately reflect the times of when people were actually using the pool. This will reduce the amount of hours that the pool operates with low attendance thereby saving on staff costs.

Please see the attached pages for a summary of changes.

FISCAL IMPACT: This is based on the same amount of users from 2013 buying passes. This loss in revenue, measured against the dollar amount in staff savings will still be a savings of \$3,359.00.

STAFF RECOMMENDATION: Staff recommends that the attached changes in fees and hours of operation for the pool be approved.

PREPARED BY: Bart Desch, Superintendent of Recreation, Lisa White, Recreation Supervisor.

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

POOL CHANGES FOR 2014:

HOURS

- The pool will open at 12:00pm each day instead of 11:00am.
- This means one less hour of Lap Swim and we will no longer have a separate fee for it.
- The pool will close at 5:00pm on weekends instead of 6:00pm.
- The pool will now be open to the public 47 hours per week as opposed to 56 hours per week as in 2013.
 - **This results in a staff savings of \$72 per hour (\$6,480 for the season)!**
 - **This will hopefully attract more pool rentals on the weekends since they could now start their party's earlier!**

POOL FEES

- Took out the 1st Family Member Fee (\$95.00).
- Combined Youth Fee (\$74.00) and Adult Fee (\$84.00) to one Individual Pool Pass or First Family Member Fee (\$69.00).
- Raised the fee for Additional Family Members from \$32.00 to now \$36.00.
- No change to the Daily Admissions Fee.
 - **We hope this will encourage more people to purchase season pool passes for the summer!**

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 28, 2014

STAFF RECOMMENDATION

AGENDA ITEM: POSSIBLE MODIFICATIONS OF 2013 MOU'S FOR 2014: Recommend Approval

BACKGROUND INFORMATION: Last year was the first year of utilizing the MOU's for Sycamore Baseball, Sycamore Girls Softball, KYFL Football, Kishwaukee Storm and AYSO Soccer. These MOU'S were written to ensure clear and concise communication regarding needs and expectations from each organization. Staff has kept in constant contact with the organizations throughout the year to assist with accomplishing this. I have met with all of the groups and made changes in the MOU's based upon my conversations with the groups.

Staff and users overall agreed the season(s) went well. Jeff and his staff are always complimented by all the groups. For the first season of the MOU'S in place, many things went smoothly.

Some of the suggestions that have been made by the groups over the past year include, hiring a "Facility Supervisor" to work at the Complex on days/nights when the user groups are out there. This would be to help facilitate that the groups are on the right fields, using the equipment correctly and generally to help solve any issues. This of course would incur a cost, which would be needed to be absorbed by the users. Only group was interested in this solution.

The other idea broached by one group was the use of the fields for practice. There have been at times, residents or people on the fields during the year (when games are not in progress) and then the teams have to find another place to practice. A group has asked about "exclusive use" for practicing. Currently there is no "exclusive use" of the fields for any groups except for games. This will be discussed with the other groups and their opinions asked. This was only mentioned by one group. Practice times were included in the MOU's this year for the three ball groups. The group that was concerned and interested in a "field supervisor" position is now comfortable with the additional language in the MOU's and feels that this position is not needed.

The MOU'S will be changing document, with input from each party. The groups have been excellent to work with and are willing to continue to make "our" partnership valuable. Next year we will work with the groups to:

- A. Reach a three year agreement: So this process does not have to be done as frequently.
- B. Consider issuing field date and time specific "permits" for use.

FISCAL IMPACT: No fiscal impact at this time.

STAFF RECOMMENDATION: Staff recommends the changes and approval of the 2014 MOU's.

PREPARED BY: Bart Desch, Superintendent of Recreation

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

**Sycamore Park District
and
Sycamore Youth Baseball
Affiliate Group Memorandum of Understanding**

Purpose

The Sycamore Park District (hereafter "Park District") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of the individual responsibilities.

To this end, the Park District is willing to establish a working relationship and Memorandum of Understanding with Sycamore Youth Baseball (hereafter "Affiliate"). With this Memorandum of Understanding, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this Memorandum of Understanding cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein assure that the parties' concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action planning while developing and maintaining recreational programs.

I. Criteria and Conditions

1. The Affiliate shall provide its own leadership and structure.
2. The Affiliate shall conduct its own financial business and be financially self-supporting.
3. The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide their board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs.

- b. Will have at least 50% of the members/participants of the Affiliate be residents of the Park District.
 - c. Provide an annual budget to the Park District showing all anticipated revenue and expenditures.
4. The Affiliate shall provide a list of current Board members, including addresses and telephone numbers, and notify the Park District of any change in Board composition.
5. Upon request, the Affiliate shall supply a roster listing first initial of first name, last name, town of residence, and zip code of all participants to the Sycamore Park District in a Microsoft Excel spreadsheet. Printout and disc must be submitted by the third game of the season. Park District agrees to maintain the confidentiality of such list and shall only use them for contract purposes in the event of an emergency or pursuant to an order or request by legal authorities or pursuant to court order.
6. The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively "Affiliate") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliate will not be covered under provisions of **any** Park District insurance including but not limited to the general liability insurance of the Park District or the workers compensation insurance of the Park District. Any injury or property damage arising out of any Affiliate's activity is the sole responsibility of the Affiliate, and not the Park District. The Park District will in no way defend the Affiliate in matters of liability.
7. The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Park District.
8. The Affiliate shall designate a liaison to the Park District, and provide the individual's name, address, email address, home and cell phone numbers to the Park District by January 1st of the year in which that person will serve.
9. The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
10. All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name.
11. The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate activities and use of Park District property and facilities, unless specified and agreed to in writing.

12. Activities sponsored by Affiliate shall not, other than to adhere to specific memberships guidelines or minimum residency standards, discriminate against or exclude any individual, from participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
13. The Affiliate agrees to conduct criminal background checks, at its own expense, for all staff and volunteers who directly supervise individuals under the age of eighteen (18) years. The Affiliate is solely responsible for determining if any conviction requires, by law, and/or by the Affiliate's own standards to preclude employment or volunteer services for the Affiliate. The District would be willing to act as a resource to assist the Affiliate in finding an efficient and cost effective means to accomplish this.
14. The Affiliate understands and agrees that it is solely responsible for determining whether any member of its board, staff or volunteers are qualified and suitable for any Affiliate position and/or activity and that the park District is not responsible for any hiring or retention decisions.
15. Registration for membership/tryouts must not exclude Sycamore Park District residents.
16. The Affiliate shall comply with all applicable local, state and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliate shall base staff, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), disability, marital status, or any other protected characteristics as established by law.

II. Facility Use

1. The Affiliate shall have authorization and permission to use the Park District property known as ball fields, batting cages, surrounding walkways, parking lots, and other common areas for the period and fees indicated herein. Field scheduling to be coordinated by the Superintendent of Recreation.
2. It is the sole responsibility of the Affiliate to determine whether any facility, field or location is safe and/or appropriate for any intended use. However, the Park District has overriding say in all decisions.
3. The Affiliate shall inspect each field prior to and subsequent to each use and shall promptly report any unsafe condition (holes in field, broken equipment, etc.) to the Park District Superintendent of Parks and Facilities.

4. The Affiliate is solely responsible for providing supervision for any and all Affiliate activities.
5. The Park District does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Park District property. The Affiliate is solely responsible for the safety and/or Security of any property, participant or equipment brought upon or stored on Park District Property.
6. The Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
7. The Affiliate shall not play or operate any sound amplification devices including radios, television sets, public address systems, musical instruments, etc., or operate any other energy amplification device in such way that is disruptive to the Park District neighbors or other Park District patrons.
8. The Affiliate will have continued and uninterrupted access and exclusive use of ball fields 2-8 and 13-16 and batting cage usage from May 1 to August 1 on their scheduled Monday, Wednesday or Friday game days.

The Affiliate will have priority use of ball fields 2-8 and 13-16 and batting cage usage for practices April 1 to May 1 on their scheduled Monday, Wednesday or Friday game days.

Additionally, as long as this Memorandum of Understanding is in good standing, the Affiliate shall have continued and uninterrupted access and exclusive use of the two storage units located in the grey building across from Field 1. The Affiliate will also have access to storage lockers located at each field.

Finally, the Affiliate is responsible for putting bases out before each game and returning them to the box after use is completed. IF bases are left out or boxes not locked, the Affiliate will be responsible for financial compensation to the Park District for their replacement, as well as the contents.

9. The Park District is responsible for necessary field equipment which includes bases, garbage cans, pitching mounds and dragging and striping of fields.
10. Fees will be charged to the Affiliate at rates set by the Park District.
11. Fees will change at times, and an annual fee rate will be provided by the Park District to the Affiliate no later than December 1st of each year. Fees are intended to recover the cost to the district for its commitments found in this Memorandum of Understanding.
12. Sycamore Park District operates all concessions on Park District property. Any sale of

products of any kind and in any form is governed by park district policy and permit. Upon occasion the District understands that the Affiliate may wish to sell non-food and non-beverage items, for their respective organizations. The Affiliate may then contact the Superintendent of Finance and ask to fill out a "Special Use" permit to sell those items. Specifics of the items sold and date(s) of when they will be sold must be provided. A fee may be required. The Affiliate may not conduct any sales on Park District property without written permission from the District.

13. Other Provisions:

The Affiliate must submit facility requests a minimum of 30 days in advance of scheduled start dates. Final game schedules must be in the hands of the park district at least 10 days in advance. ADDITIONALLY,

- a. The Park District requires a minimum of 50% residency rate for an Affiliate. Should the Affiliate not meet this standard, a higher fee per Athlete will be charged, and/or the Memorandum of Understanding may be withdrawn by the Park District
- b. All fees due the Park District shall be paid within thirty (30) days of receipt of invoice. Failure to pay will result in loss of Park District services and facilities in the future, and a withdrawal of the Memorandum of Understanding.
- c. Field scheduling shall be coordinated by the League Director of the Affiliate. Adequate time between games should be considered to allow for parking constraints.
- d. The Park District will provide for use of the Club House or other space, as available, to conduct registration for the Affiliate's program.
- e. The Affiliate will provide safety training for referees and coaches. The Park District reserves the right to cancel games and/or practices due to wet or unsafe field conditions, or Park District programs. Coaching certification may be required within the next few years.
- f. All practices and games shall be postponed or cancelled when lightning, thunder or threatening weather takes place at the Park District facility location. Games and practices may not resume until no lightning has been sighted for thirty (30) minutes. The Park District's ThorGard Lightning Detector is the base line expectation for this rule. Coaches, volunteers and staff are encouraged to fault on the side of discretion in extending, further, the delays due to lightening should there be any doubt or question.
- g. The Affiliate is not permitted to assign its right of access to the fields to any other organization. Further, if the Affiliate is involved in the scheduling of any games not involving the Affiliate participants or where the event is not organized or supervised by the Affiliate, these games from other communities that are allowed at Park District facilities must be with written approval from the Superintendent of

Recreation.

- h. The Affiliate can assign two current Affiliate board members or volunteers to be the Liaison to the Park District for ordering of field material. Please call the Superintendent of Parks and Facilities.
- i. When the Affiliate has a need for a capital improvement, it must plan with the Park District for that improvement before submitting it to the Park District Board for consideration. Should the Park District Board agree to the improvement, the Affiliate will be asked to financially assist in such capital improvement. The Park District should not be expected to contribute to that cost, but will consider it on a case-by-case basis. Should an improvement be approved, upon completion it becomes the property of the park district, and shall be cared for to the best of the districts ability. Contribution to its upkeep by the Affiliate would be welcomed by the Park District.
- j. The Park District reserves the right to cancel games and/or practices due to wet or unsafe field conditions, or Park District programs. Cancellations due to conflicting programs must be done when possible at least fourteen (14) days in advance, in writing to the designated representative of the associate.
- k. Electricity usage for lights will be invoiced for time used at the end of the season.
- l. The Affiliate may be asked to pay a portion of the services of an on-site "Facility Supervisor" to ensure that the Affiliate is receiving services it requested.

III. Advertisement

The Park District will provide the Affiliate with advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Park District will design the advertisement with consultation of the group. The cost for this space will be free.

IV. Insurance and Indemnification

The Affiliate shall procure and maintain for the duration of this agreement, the insurance required by the park district's liability insurance carrier and legal counsel. It is understood, given the nature of liability insurance claims and coverage that these insurance requirements will change and grow.

- 1. General Insurance Provisions/Evidence of Insurance
 - a. Prior to exercising any rights under this Memorandum of Understanding, the Affiliate shall furnish the Park District with a certificate(s) of insurance and applicable

policy endorsement(s) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth by the Park District.

- b. All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written Notice to the Park District shall be by certified mail, return receipt requested.
- c. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Park District's obligations to maintain such insurance.
- d. The Park District shall have the right, but not the obligation, of prohibiting the Affiliate from using the premises until such certificates or other evidence that Insurance has been placed in complete compliance with these requirements is received and approved by the Park District.
- e. Failure to maintain the required insurance may result in termination of this Memorandum of Understanding at Park District's option.

2. Indemnification

- a. Affiliate shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliates partners, Directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licenses, contractors, or subcontractors; (iii) any facility; regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. Should the Affiliate contribute to the cost of a capital improvement in the Park District (see II.13.i)
- c. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

V. No Third Party Beneficiary

This Memorandum of Understanding is entered into solely for the benefit of the Affiliate and Park District, and nothing in this Memorandum of Understanding is intended, either

expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to the Memorandum of Understanding, or acknowledge, establish or impose any legal duty to any third party.

VI. Donations of Time, materials or field Improvements

Donations from the affiliate such as field improvements, additions or donations of time or materials are greatly appreciated by the District and will be recognized. Donations of materials or property will be considered the property of the District and at that point the District will be solely responsible for the property/material.

VII. Keys for Lights, Equipment, Buildings, etc.

The Affiliate will agree to use the key system the Park District has put in place understanding this procedure is in place to maximize use of the facility for all and to help contains costs for all. The procedure will require a key deposit being paid to the Park District before the season begins. If all keys are returned to the Park District at the end of the season, the Affiliate will be given back its original deposit. If there are keys that are not returned, the Affiliate will forfeit its complete deposit. This deposit will be used to pay for the re-keying of the locks for the following year. Any difference in cost between the deposit and the actual re-keying will be charged to the affiliate.

VIII. Termination

This Memorandum of Understanding is valid for the calendar year 2013. Thereafter, this Memorandum of Understanding shall be deemed automatically renewed for successive one calendar year periods, unless either party shall advise the other party in writing of its intention not to renew the Memorandum of Understanding, or unless the parties otherwise mutually agree to terminate the Memorandum of Understanding. The Park District retains the right to alter the terms and conditions of this Memorandum of Understanding or to terminate this Memorandum of Understanding at any time and for any reason, including, but not limited to misconduct of the Affiliate or for misuse of Property, for purposes deemed necessary for public safety or preservation of Property, if termination serves the interests of Park District residents, or because the Affiliate has breached any of its obligations under this Memorandum of Understanding.

The Memorandum of Understanding may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has causes this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of Affiliate

Date

Authorized Signature of Park District

Date

**Sycamore Park District
and
Sycamore Youth Softball
Affiliate Group Memorandum of Understanding**

Purpose

The Sycamore Park District (hereafter “Park District”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of the individual responsibilities.

To this end, the Park District is willing to establish a working relationship and Memorandum of Understanding with Sycamore Youth Softball (hereafter “Affiliate”). With this Memorandum of Understanding, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this Memorandum of Understanding cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein assure that the parties’ concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action planning while developing and maintaining recreational programs.

I. Criteria and Conditions

1. The Affiliate shall provide its own leadership and structure.
2. The Affiliate shall conduct its own financial business and be financially self-supporting.
3. The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide their board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs.

- b. Will have at least 50% of the members/participants of the Affiliate be residents of the Park District.
 - c. Provide an annual budget to the Park District showing all anticipated revenue and expenditures.
4. The Affiliate shall provide a list of current Board members, including addresses and telephone numbers, and notify the Park District of any change in Board composition.
5. Upon request, the Affiliate shall supply a roster listing first initial of first name, last name, town of residence, and zip code of all participants to the Sycamore Park District in a Microsoft Excel spreadsheet. Printout and disc must be submitted by the third game of the season. Park District agrees to maintain the confidentiality of such list and shall only use them for contract purposes in the event of an emergency or pursuant to an order or request by legal authorities or pursuant to court order.
6. The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively "Affiliate") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliate will not be covered under provisions of **any** Park District insurance including but not limited to the general liability insurance of the Park District or the workers compensation insurance of the Park District. Any injury or property damage arising out of any Affiliate's activity is the sole responsibility of the Affiliate, and not the Park District. The Park District will in no way defend the Affiliate in matters of liability.
7. The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Park District.
8. The Affiliate shall designate a liaison to the Park District, and provide the individual's name, address, email address, home and cell phone numbers to the Park District by January 1st of the year in which that person will serve.
9. The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
10. All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name.
11. The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate activities and use of Park District property and facilities, unless specified and agreed to in writing.

12. Activities sponsored by Affiliate shall not, other than to adhere to specific memberships guidelines or minimum residency standards, discriminate against or exclude any individual, from participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
13. The Affiliate agrees to conduct criminal background checks, at its own expense, for all staff and volunteers who directly supervise individuals under the age of eighteen (18) years. The Affiliate is solely responsible for determining if any conviction requires, by law, and/or by the Affiliate's own standards to preclude employment or volunteer services for the Affiliate. The District would be willing to act as a resource to assist the Affiliate in finding an efficient and cost effective means to accomplish this.
14. The Affiliate understands and agrees that it is solely responsible for determining whether any member of its board, staff or volunteers are qualified and suitable for any Affiliate position and/or activity and that the park District is not responsible for any hiring or retention decisions.
15. Registration for membership/tryouts must not exclude Sycamore Park District residents.
16. The Affiliate shall comply with all applicable local, state and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliate shall base staff, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), disability, marital status, or any other protected characteristics as established by law.

II. Facility Use

1. The Affiliate shall have authorization and permission to use the Park District property known as ballfields, batting cages, surrounding walkways, parking lots, and other common areas for the period and fees indicated herein. Field scheduling to be coordinated by the Superintendent of Recreation.
2. It is the sole responsibility of the Affiliate to determine whether any facility, field or location is safe and/or appropriate for any intended use. However, the Park District has overriding say in all decisions.
3. The Affiliate shall inspect each field prior to and subsequent to each use and shall promptly report any unsafe condition (holes in field, broken equipment, etc.) to the Park District Superintendent of Parks and Facilities.

4. The Affiliate is solely responsible for providing supervision for any and all Affiliate activities.
5. The Park District does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Park District property. The Affiliate is solely responsible for the safety and/or Security of any property, participant or equipment brought upon or stored on Park District Property.
6. The Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
7. The Affiliate shall not play or operate any sound amplification devices including radios, television sets, public address systems, musical instruments, etc., or operate any other energy amplification device in such way that is disruptive to the Park District neighbors or other Park District patrons.
8. The Affiliate will have continued and uninterrupted access and exclusive use of ball fields 2,3,5-10,13-16 and batting cage usage from May 1 to August 1 on their scheduled Tuesday and Thursday game days.

The Affiliate will have priority use of ball fields 2,3, 5-10,13-16 and batting cage usage for practices April 1 to May 1 on their scheduled Tuesday and Thursday game days.

Additionally, as long as this Memorandum of Understanding is in good standing, the Affiliate shall have continued and uninterrupted access to the locker located in the Lions building.

Finally, the Affiliate is responsible for putting bases out before each game and returning them to the box after use is completed. IF bases are left out or boxes not locked, the Affiliate will be responsible for financial compensation to the Park District for their replacement, as well as the contents.

9. The Park District is responsible for necessary field equipment which includes bases, garbage cans, pitching mounds and dragging and striping of fields.
10. Fees will be charged to the Affiliate at rates set by the Park District.
11. Fees will change at times, and an annual fee rate will be provided by the Park District to the Affiliate no later than December 1st of each year. Fees are intended to recover the cost to the district for its commitments found in this Memorandum of Understanding.
12. Sycamore Park District operates/oversees all concessions on Park District property. Any sale of products of any kind and in any form is governed by park district policy

and permit. Upon occasion the District understands that the Affiliate may wish to sell non-food and non-beverage items, for their respective organizations. The Affiliate may then contact the Supt. Of Finance and ask to fill out a "Special Use" permit to sell those items. Sycamore Girls Softball (SGS) is granted permission to sell items during tournaments it holds that take place in Sycamore Park District parks. SGS will follow the Sycamore Park District Vendor Permit process for these tournaments, but the fees will be waived if the sales are strictly for fundraising for SGS, and conducted by SGS only. The Affiliate may not conduct any sales on Park District property without written permission from the District.

13. Other Provisions:

The Affiliate must submit facility requests a minimum of 30 days in advance of scheduled start dates. Final game schedules must be in the hands of the park district at least 10 days in advance. ADDITIONALLY,

- a. The Park District requires a minimum of 50% residency rate for an Affiliate. Should the Affiliate not meet this standard, higher fees for field rental and lights of up to 20% may be charged.
- b. All fees due the Park District shall be paid within thirty (30) days of receipt of invoice. Failure to pay will result in loss of Park District services and facilities in the future, and a withdrawal of the Memorandum of Understanding.
- c. Field scheduling shall be coordinated by the League Director of the Affiliate. Adequate time between games should be considered to allow for parking constraints.
- d. The Park District will provide for use of the Club House or other space, as available, to conduct registration for the Affiliate's program.
- e. The Affiliate will provide safety training for referees and coaches. The Park District reserves the right to cancel games and/or practices due to wet or unsafe field conditions, or Park District programs. Coaching certification may be required within the next few years.
- f. All practices and games shall be postponed or cancelled when lightning, thunder or threatening weather takes place at the Park District facility location. Games and practices may not resume until no lightning has been sighted for thirty (30) minutes. The Park District's ThorGard Lightning Detector is the base line expectation for this rule. Coaches, volunteers and staff are encouraged to fault on the side of discretion in extending, further, the delays due to lightening should there be any doubt or question.

- g. The Affiliate is not permitted to assign its right of access to the fields to any other organization. Further, if the Affiliate is involved in the scheduling of any games not involving the Affiliate participants or where the event is not organized or supervised by the Affiliate, these games from other communities that are allowed at Park District facilities must be with written approval from the Superintendent of Recreation.
- h. The Affiliate can assign two current Affiliate board members or volunteers to be the Liaison to the Park District for ordering of field material. Please call the Superintendent of Parks and Facilities.
- i. When the Affiliate has a need for a capital improvement, it must plan with the Park District for that improvement before submitting it to the Park District Board for consideration. Should the Park District Board agree to the improvement, the Affiliate will be asked to financially assist in such capital improvement. The Park District should not be expected to contribute to that cost, but will consider it on a case-by-case basis. Should an improvement be approved, upon completion it becomes the property of the park district, and shall be cared for to the best of the District's ability. Contribution to its upkeep by the Affiliate would be welcomed by the Park District.
- j. The Park District reserves the right to cancel games and/or practices due to wet or unsafe field conditions, or Park District programs.
- k. Electricity usage for lights will be invoiced for time used at the end of the season.
- l. The Affiliate may be asked to pay a portion of the of the services of an on-site "Facility Manager" to ensure that the Affiliate is receiving services it requested.

III. Advertisement

The Park District will provide the Affiliate with advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Park District will design the advertisement with consultation of the group. The cost for this space will be free.

IV. Insurance and Indemnification

The Affiliate shall procure and maintain for the duration of this agreement, the insurance required by the park district's liability insurance carrier and legal counsel. It is understood, given the nature of liability insurance claims and coverage that these insurance requirements will change and grow.

1. General Insurance Provisions/Evidence of Insurance

- a. Prior to exercising any rights under this Memorandum of Understanding, the Affiliate shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth by the Park District.
- b. All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written Notice to the Park District shall be by certified mail, return receipt requested.
- c. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Park District's obligations to maintain such insurance.
- d. The Park District shall have the right, but not the obligation, of prohibiting the Affiliate from using the premises until such certificates or other evidence that Insurance has been placed in complete compliance with these requirements is received and approved by the Park District.
- e. Failure to maintain the required insurance may result in termination of this Memorandum of Understanding at Park District's option.

2. Indemnification

- a. Affiliate shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term or this agreement; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliates partners, Directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licenses, contractors, or subcontractors; (iii) any facility; regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. While Sycamore Girls Softball (SGS) will use reasonable care in protecting the Park District property during its activity, SGS does not accept any financial burden related to the repair and maintenance of Park District property, unless such damage is the result of intentional acts or reckless conduct of any SGS participants, agents or invitees.

- c. Should the Affiliate contribute to the cost of a capital improvement in the Park District see II.13.i
- d. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

V. No Third Party Beneficiary

This Memorandum of Understanding is entered into solely for the benefit of the Affiliate and Park District, and nothing in this Memorandum of Understanding is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to the Memorandum of Understanding, or acknowledge, establish or impose any legal duty to any third party.

VI. Donations of Time, materials or field Improvements

Donations from the affiliate such as field improvements, additions or donations of time or materials are greatly appreciated by the District and will be recognized. Donations of materials or property will be considered the property of the District and at that point the District will be solely responsible for the property/material.

VII. Keys for Lights, Equipment, Buildings, etc.

The Affiliate will agree to use the key system the Park District has put in place understanding this procedure is in place to maximize use of the facility for all and to help contains costs for all. The procedure will require a key deposit being paid to the Park District before the season begins. If all keys are returned to the Park District at the end of the season, the Affiliate will be given back its original deposit. If there are keys that are not returned, the Affiliate will forfeit its complete deposit. This deposit will be used to pay for the re-keying of the locks for the following year. Any difference in cost between the deposit and the actual re-keying will be charged to the affiliate.

VIII. Termination

This Memorandum of Understanding is valid for the calendar year 2013. Thereafter, this Memorandum of Understanding shall be deemed automatically renewed for successive one calendar year periods, unless either party shall advise the other party in writing of its intention not to renew the Memorandum of Understanding, or unless the parties otherwise mutually agree to terminate the Memorandum of Understanding. The Park District retains the right to alter the terms and conditions of this Memorandum of Understanding or to terminate this Memorandum of Understanding at any time and for any reason, including, but not limited to misconduct of the Affiliate or for misuse of Property, for purposes deemed necessary for public safety or preservation of Property, if

termination serves the interests of Park District residents, or because the Affiliate has breached any of its obligations under this Memorandum of Understanding.

The Memorandum of Understanding may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of Affiliate

Authorized Signature of Park District

Print Name/Title of Above Signature

Print Name/Title of Above Signature

Date

Date

Sycamore Park District
and
Sycamore Storm Softball
Affiliate Group Memorandum of Understanding

Purpose

The Sycamore Park District (hereafter “Park District”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of the individual responsibilities.

To this end, the Park District is willing to establish a working relationship and Memorandum of Understanding with Sycamore Storm Softball (hereafter “Affiliate”). With this Memorandum of Understanding, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this Memorandum of Understanding cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein assure that the parties’ concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action planning while developing and maintaining recreational programs.

I. Criteria and Conditions

1. The Affiliate shall provide its own leadership and structure.
2. The Affiliate shall conduct its own financial business and be financially self-supporting.
3. The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide their board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs.
 - b. Will have at least 50% of the members/participants of the Affiliate be residents of the Park District.

- c. Provide an annual budget to the Park District showing all anticipated revenue and expenditures.
4. The Affiliate shall provide a list of current Board members, including addresses and telephone numbers, and notify the Park District of any change in Board composition.
5. Upon request the Affiliate shall supply a roster listing initial of first name, last name, town they live in and zip code of all participants to the Sycamore Park District in a Microsoft Excel spreadsheet. Printout and disc must be submitted by the third game of the season. Park District agrees to maintain the confidentiality of such list and shall only use them for contract purposes in the event of an emergency or pursuant to an order or request by legal authorities or pursuant to court order.
6. The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively "Affiliate") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The Affiliate will not be covered under provisions of any Park District insurance including but not limited to the general liability insurance of the Park District or the workers compensation insurance of the Park District. Any injury or property damage arising out of any Affiliate's activity is the sole responsibility of the Affiliate, and not the Park District. The Park District will in no way defend the Affiliate in matters of liability.
7. The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Park District.
8. The Affiliate shall designate a liaison to the Park District, and provide the individual's name, address, email address, home and cell phone numbers to the Park District by January 1st of the year in which that person will serve.
9. The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
10. All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name.
11. The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate activities and use of Park District property and facilities, unless specified and agreed to in writing.
12. Activities sponsored by Affiliate shall not, other than to adhere to specific memberships guidelines or minimum residency standards, discriminate against or exclude any individual, from participation for reasons of race, color, creed, national

origin, sex, disability, or any other characteristic protected by local, state, or federal law.

13. The Affiliate agrees to conduct criminal background checks, at its own expense, for all staff and volunteers who directly supervise individuals under the age of eighteen (18) years. The Affiliate is solely responsible for determining if any conviction requires, by law, and/or by the Affiliate's own standards to preclude employment or volunteer services for the Affiliate. The District would be willing to act as a resource to assist the Affiliate in finding an efficient and cost effective means to accomplish this.
14. The Affiliate understands and agrees that it is solely responsible for determining whether any member of its board, staff or volunteers are qualified and suitable for any Affiliate position and/or activity and that the Park District is not responsible for any hiring or retention decisions.
15. Registration for membership/tryouts must not exclude Sycamore Park District residents.
16. The Affiliate shall comply with all applicable local, state and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The Affiliate shall base staff, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), disability, marital status, or any other protected characteristics as established by law.

II. Facility Use

1. The Affiliate shall have authorization and permission to use the Park District property known as ball fields, batting cages, surrounding walkways, parking lots, and other common areas for the period and fees indicated herein. Field scheduling to be coordinated by the Superintendent of Recreation.
2. It is the sole responsibility of the Affiliate to determine whether any facility, field or location is safe and/or appropriate for any intended use. However, the Park District has overriding say in all decisions.
3. The Affiliate shall inspect each field prior to and subsequent to each use and shall promptly report any unsafe condition (holes in field, broken equipment, etc.) to the Park District Superintendent of Parks and Facilities.
4. The Affiliate is solely responsible for providing supervision for any and all Affiliate activities.

5. The Park District does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Park District property. The Affiliate is solely responsible for the safety and/or Security of any property, participant or equipment brought upon or stored on Park District Property.
6. The Affiliate shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.
7. The Affiliate shall not play or operate any sound amplification devices including radios, television sets, public address systems, musical instruments, etc., or operate any other energy amplification device in such way that is disruptive to the Park District neighbors or other Park District patrons.
8. The Affiliate will have continued and uninterrupted access and exclusive use of the ball fields on the last full weekend of June to operate its tournament. The District agrees to provide maintenance staff during this weekend to provide support.

The Affiliate will have priority use of ball fields 9-12 for practices from April 1 to August 31 on their scheduled Wednesdays (5:00pm to dusk) and Sundays (12:00-5:00pm).

Additionally, as long as this Memorandum of Understanding is in good standing, the Affiliate shall have continued and uninterrupted access and exclusive use of the two storage units located in the grey building across from Field 1. The Affiliate will also have access to storage lockers located at each field.

Finally, the Affiliate is responsible for putting bases out before each game and returning them to the box after use is completed. IF bases are left out or boxes not locked, the Affiliate will be responsible for financial compensation to the Park District for their replacement, as well as the contents.

9. The Park District is responsible for necessary field equipment which includes bases, garbage cans, pitching mounds and dragging and striping of fields.
10. The fee of \$100.00 per team will be paid by the Affiliate to operate the tournament. Sycamore teams entered in the tournament will not be subject to this fee.
11. Fees will change at times, and an annual fee rate will be provided by the Park District to the Affiliate no later than January 15th of each year. Fees are intended to recover the cost to the district for its commitments found in this Memorandum of Understanding.
12. Sycamore Park District operates all concessions on Park District property. Any sales of products of any kind and in any form is governed by park district policy and permit. The Affiliate may not conduct any sales on Park District property without written permission from the Park District. Upon occasion the District understands that the Affiliate may wish to sell non-food, non-beverage items, for their respective organizations. The Affiliate may then contact the Supt. Of Finance and ask to fill

out a “Special Use” permit to sell those items. Specifics of the items sold and date(s) of when they will be sold must be provided. A fee may be required for this permit.

13. Other Provisions:

The Affiliate must submit facility requests a minimum of 30 days in advance of scheduled start dates. Final game schedules must be in the hands of the park district at least 10 days in advance. ADDITIONALLY,

- a. The Park District requires a minimum of 50% residency rate for an Affiliate. Should the Affiliate not meet this standard, a higher fee per Athlete will be charged, and/or the Memorandum of Understanding may be withdrawn by the Park District
- b. All fees due the Park District shall be paid within thirty (30) days of receipt of invoice. Failure to pay will result in loss of Park District services and facilities in the future, and a withdrawal of the Memorandum of Understanding.
- c. Field scheduling shall be coordinated by the League Director of the Affiliate. Adequate time between games should be considered to allow for parking constraints.
- d. From May 1 through August 27, the Affiliate will have access to fields 9-12 on Wednesday’s beginning at 5:00pm and Sundays from 7:00am to dusk. It is understood that the District will not line these fields nor will the Affiliate be charged for this usage.
- e. The Affiliate will provide safety training for referees and coaches. The Park District reserves the right to cancel games and/or practices due to wet or unsafe field conditions, or Park District programs. Cancellations due to conflicting programs must be done at least 14 days in advance, and in writing to the designated representative of the Affiliate. Coaching certification may be required within the next few years.
- f. All practices and games shall be postponed or cancelled when lightning, thunder or threatening weather takes place at the Park District facility location. Games and practices may not resume until no lightning has been sighted for thirty (30) minutes. The Park District's ThorGard Lightening Detector is the base line expectation for this rule. Coaches, volunteers and staff are encouraged to fault on the side of discretion in extending, further, the delays due to lightening should there be any doubt or question.
- g. The Affiliate is not permitted to assign its right of access to the fields to any other organization. Further, if the Affiliate is involved in the scheduling of any games not involving the Affiliate participants or where the event is not organized or supervised by the Affiliate, these games from other communities that are allowed at Park District facilities must be with written approval from the Superintendent of Recreation.

- h. The Affiliate can assign two current Affiliate board members or volunteers to be the Liaison to the Park District for ordering of field material. Please call the Superintendent of Parks and Facilities.
- i. When the Affiliate has a need for a capital improvement, it must plan with the Park District for that improvement before submitting it to the Park District Board for consideration. Should the Park District Board agree to the improvement, the Affiliate will be asked to financially assist in such capital improvement. The Park District should not be expected to contribute to that cost, but will consider it on a case-by-case basis. Should an improvement be approved, upon completion it becomes the property of the park district, and shall be cared for to the best of the District's ability. Contribution to its upkeep by the Affiliate would be welcomed by the Park District.
- j. The Park District reserves the right to cancel games and/or practices due to wet or unsafe field conditions, or Park District programs. Cancellations due to conflicting programs must be done when possible at least fourteen (14) days in advance, in writing to the designated representative of the associate.
- k. Electricity usage for lights will be invoiced for time used at the end of the season.

III. Advertisement

The Park District will provide the Affiliate with advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Park District will design the advertisement with consultation of the group. The cost for this space will be free.

IV. Insurance and Indemnification

The Affiliate shall procure and maintain for the duration of this agreement, the insurance required by the park district's liability insurance carrier and legal counsel. It is understood, given the nature of liability insurance claims and coverage that these insurance requirements will change and grow.

- 1. General Insurance Provisions/Evidence of Insurance
 - a. Prior to exercising any rights under this Memorandum of Understanding, the Affiliate shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth by the Park District.

- b. All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written Notice to the Park District shall be by certified mail, return receipt requested.
- c. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Park District's obligations to maintain such insurance.
- d. The Park District shall have the right, but not the obligation, of prohibiting the Affiliate from using the premises until such certificates or other evidence that Insurance has been placed in complete compliance with these requirements is received and approved by the Park District.
- e. Failure to maintain the required insurance may result in termination of this Memorandum of Understanding at Park District's option.

2. Indemnification

- a. Affiliate shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission, wrongful act or negligence of any Affiliate or any of the Affiliates partners, Directors, officials, agents, employees, members, volunteers, participants, invitees, licenses, contractors, or subcontractors; (iii) any facility; regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. Should the Affiliate contribute to the cost of a capital improvement in the Park District (see II.13.i)
- c. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

V. No Third Party Beneficiary

This Memorandum of Understanding is entered into solely for the benefit of the Affiliate and Park District, and nothing in this Memorandum of Understanding is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to the Memorandum of Understanding, or acknowledge, establish or impose any legal duty to any third party.

VI. Donations of Time, materials or field Improvements

Donations from the affiliate such as field improvements, additions or donations of time or materials are greatly appreciated by the District and will be recognized. Donations of materials or property will be considered the property of the District and at that point the District will be solely responsible for the property/material.

VII. Keys for Lights, Equipment, Buildings, etc.

The Affiliate will agree to use the key system the Park District has put in place understanding this procedure is in place to maximize use of the facility for all and to help contains costs for all. The procedure will require a key deposit being paid to the Park District before the season begins. If all keys are returned to the Park District at the end of the season, the Affiliate will be given back its original deposit. If there are keys that are not returned, the Affiliate will forfeit its complete deposit. This deposit will be used to pay for the re-keying of the locks for the following year. Any difference in cost between the deposit and the actual re-keying will be charged to the affiliate.

VIII. Termination

This Memorandum of Understanding is valid for the calendar year 2013. Thereafter, this Memorandum of Understanding shall be deemed automatically renewed for successive one calendar year periods, unless either party shall advise the other party in writing of its intention not to renew the Memorandum of Understanding, or unless the parties otherwise mutually agree to terminate the Memorandum of Understanding. The Park District retains the right to alter the terms and conditions of this Memorandum of Understanding or to terminate this Memorandum of Understanding at any time and for any reason, including, but not limited to misconduct of the Affiliate or for misuse of Property, for purposes deemed necessary for public safety or preservation of Property, if termination serves the interests of Park District residents, or because the Affiliate has breached any of its obligations under this Memorandum of Understanding.

The Memorandum of Understanding may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has causes this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of Affiliate

Authorized Signature of Park District

Date

Date

SYCAMORE PARK DISTRICT**Board of Commissioners****Date of Board Meeting: February 25, 2014****STAFF RECOMMENDATION****AGENDA ITEM: RECOMMENDED CHANGES IN PURCHASE POLICY: Recommend Approval**

BACKGROUND INFORMATION: At the May 2013 Regular Board Meeting, the Sycamore Park District Policy was approved. In the process of establishing procedures for utilizing the Purchase Order Module in our accounting system, I found that some minor updates needed to be made to the current policy. Attached is the policy with recommended revisions. The changes reflect the inventory ordering procedures, already in place, as well as title changes.

FISCAL IMPACT: Not applicable.

STAFF RECOMMENDATION: Recommend approval

PREPARED BY: Jacqueline Hienbuecher, Superintendent of Finance.

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

SYCAMORE PARK DISTRICT

Field Code Changed

Purchasing Policy

I. Overview

The purpose of this document is to provide staff with guidelines for Sycamore Park District purchasing and bidding procedures.

II. Purchases Under \$20,000

Purchases less than \$20,000 are exempt from formal competitive bidding procedures. In such instances, the following procedures shall be followed:

A. General Policies

1. Purchases less than \$1,000 shall be handled through normal District purchasing procedures and do not require informal bid quotations unless specifically requested by the Department Head or Executive Director.
2. All Purchases require a Purchase Order be written, even if using a park district credit card or charge account. If the purchase is for the Concession or Pro Shop inventory, the Purchase Order must first be signature-approved by the Superintendent of Finance or Executive Director before the order is placed. In all cases the Purchase Order is sent to the Office Manager for processing within 24 hours of effecting the purchase (not receipt of the product). All invoices/billing addresses must be:

Sycamore Park District
 Superintendent of Finance
 940 East State Street
 Sycamore, IL 60178.

3. Approval authorization levels for purchases are as follows:

<u>Dollar amount</u>	<u>Authorization Level</u>
\$0 - \$1,000	Asst. Concessions Manager Food & Beverage Manager (other than inventory) Mechanic Office Manager Program Supervisor
\$1001 - \$5,000 (two informal quotes)	Superintendent of Finance Superintendent of Golf Maintenance <u>Parks & Facilities</u> Superintendent of Golf Operations <u>(other than inventory)</u> Superintendent of Parks Superintendent of Recreation
\$5,001 - \$10,000 (minimum of two written quotes)	Executive Director

\$10,001-\$19,999 Executive Director
(minimum of three written quotes)

\$20,000 or greater Formal Bid Situation: Board of Commissioners

This means that corresponding documentation must be attached to a Purchase Order and receive the appropriate level of signature authorization prior to effecting the purchase.

4. All checks greater than \$10,000 require two manual signatures. One of the signatures must be a Board Member.
5. When quotes are called for, the award is made to the lowest responsible, qualified quote meeting the specifications, delivery date, and other required terms and conditions of purchase. When requiring an informal or written quote, it is advised to give any business/organization that is providing a quote, an identical written description of the work for which you wish to receive a quote so they are quoting on the same information.
6. Signatures of the purchaser and the appropriate individual from the defined authorization level must appear on the Purchase Order before the purchase is made.

III. Purchases of \$20,000 or more

A. Procedure

1. Requirement

The Park District Code requires that all contracts for supplies, materials or work involving an expenditure of \$20,000 or more shall be let to the lowest responsible bidder, considering conformity with specifications, terms of delivery, quality and serviceability.

2. Bid/No bid approval

Professional services, such as technology firms, architects, engineers, etc. are exempt from the formal bidding process. All other work in excess of \$20,000 requires formal bidding. Before concluding that a purchase in excess of \$20,000 is exempt from competitive bidding, obtain approval from the Executive Director. The Park District's attorney shall review and confirm that the purchase is exempt from bidding..

3. General Guidelines

- a. Carefully schedule your procurement process. At the beginning of the project, work backward and develop a timeline for all process steps - from contact with public, bid steps, attorney review, action request from board, etc.
- b. Complete one of the following applicable checklists:
 - Checklist For Purchases over \$20,000 – Bid Contract (Attachment B)
 - Checklist For Purchases over \$20,000 -- Non-Bid Contract (Attachment C)

4. Bidding Process

a. Public Advertisement

The **minimum** requirements for all contracts subjected to bid requirements is for the District to place at least one public notice, in a local newspaper published in the District, at least ten (10) calendar days before the bid is due to the District.

b. Bid Notice

The bid notice should include the following items:

1. General description of the work to be performed or articles to be purchased.
2. Where specifications may be obtained.
3. Time, place and location for opening bids.
4. Bid bond/deposit, if required.
5. Performance bond and labor and material payment bond requirements.
6. Deadline and location for submission of bids.
7. Other information necessary to enable intelligent and cost-effective bid.

Staff should maintain a written list of all entities/individuals obtaining bid packets.

c. Bid Opening

Mandatory protocol for the bid opening procedure includes:

1. Accepting only sealed bids from the bidder.
2. Opening of bids in public by an employee of the District and at least one witness.
3. Announcing contents of each bid.
4. Recording bid information on a "bid tabulation" form.
5. Notifying each bidder of the time and place of bid opening at least three (3) days in advance, if changed.

d. Bid Analysis

Each bid should be analyzed to determine if there are any variances, modifications from requirements or if a bid does not meet the specifications requested.

e. Lowest Responsible Bidder

Consider not only the lowest dollar amount of the bid, but the bidder's responsibility (financial, responsiveness, and otherwise) to meet the expectations and demands under the terms of the contract. Reference checks, and prior experience by Sycamore Park District working with a bidder is acceptable in determining a responsible bidder. Written record of those reference checks should be kept with all bid records.

Make sure there is a sound and reasonable basis for the award.

If awarding (or recommending award) to a bidder that is not the lowest, document the decision, supporting rationale, etc. consult with department head or attorney before finalizing decision/recommendation.

f. Items to Include in the Board Packet (For Bid Items)

To ensure consistent presentation of information to Board for their review and approval, the staff person coordinating the work of the bid shall present the information as demonstrated in the "SAMPLE" found in Attachment A

g. Record Keeping By Superintendent of Finance (For Bid Items)

To ensure appropriate and consistent record-keeping, the Superintendent of Finance shall be responsible for maintaining a separate, permanent file of each formal bid with the originals of all documents. The staff person coordinating the work of the bid shall provide these to the Superintendent of Finance within 24 hours of their receipt. Those documents will include:

1. Bid tabulation form
2. Notice to bidders
3. Proof of publication
4. Final contract, if applicable, which has been approved by the Executive Director and/or District's attorney. Staff to provide vendor signed contract.
5. Completed checklist (See Attachment B or C)
6. Any change orders from throughout the project.
7. Notes from written reference checks.

5. Non-Bidding "Negotiated, or Open Market" Procurement Process

a. Documentation

Establish that no bid is required and document the exception. Review with counsel, if necessary.

b. Request for Proposal

Solicit Requests for Proposals (RFP) or quotes with a goal of two, at minimum, but at least three (3) preferred. Notify vendors/suppliers in a consistent, similar manner (i.e.: writing, orally, etc.).

c. Evaluate Proposals

Interview, negotiate, and thoroughly evaluate proposals with vendor/suppliers on services, cost, etc.

d. Award

Consider not only the lowest dollar amount of the bid, but the bidder's responsibility (financial, responsiveness, and otherwise) to meet the expectations and demands under the terms of the RFP. If awarding (or recommending award) to a vendor whose proposal is not the lowest, document the decision, supporting rationale, etc. consult with Executive Director and/or attorney before finalizing decision/recommendation.

- e. **Items to Include in the Board Packet for contracts \$20,000 and over that are not subject to bid (Non-Bid Contracts) should use the same format for formally bid items outlined in Attachment A.**

f. **Record Keeping By Superintendent of Finance (For No-Bid Contracts)**

To ensure appropriate and consistent record-keeping, the Superintendent of Finance shall be responsible for maintaining a separate, permanent file of each formal bid with the originals of all documents. The staff person coordinating the work of the bid shall provide these to the Superintendent of Finance within 24 hours of their receipt. Those documents will include:

1. Notice to firms for proposals
2. A copy of each RFP received
3. Final contract, if applicable, which has been approved by the Executive Director and/or District's attorney. Staff to provide vendor signed contract.
4. Completed checklist (See Attachment B or C)
5. Any change orders from throughout the project.
6. Notes from written reference checks.

6. Non-Bidding "Emergency" Procurement Process

a. **Emergency Defined:**

For purposes of this Ordinance, "emergency" shall mean a situation in which the delay caused by adherence to the applicable requirements of this Ordinance would threaten the public health, safety, or welfare, such that the immediate purchase of supplies, materials, or work is necessary.

b. **Emergency Procurement Process:**

In case of an emergency, the President shall be empowered to procure supplies, material, or work in excess of \$20,000 at the lowest obtainable price, but only to the extent necessary to relieve the emergency. A declaration that such an emergency exists shall be made in writing, signed by the President, and communicated to the Board of Commissioners. When necessary to effectuate the provisions of this Section, waiver of any provisions of this Ordinance may be made in writing and signed by the President. In the event the President is not available, then such authority as is given to the President in this Section shall devolve upon the Vice-President of the District. In the absence of the President and the Vice-President, such authority shall devolve upon the Treasurer.

IV. Processing/Requesting Payment to Vendor/Supplier

When completing a purchase order for work/services performed under a board-approved contract, please write "Board Approved *and the date of board approval*" on the PO for the item. The Executive Director is authorized to sign these Purchase Orders and Contracts upon approval of the Bid Recommendation at a Board Meeting.

V. Change Orders

The Park District is subject to the Public Contract statute (720 ILCS 5/33E-9) and will abide as follows:

Any change order or series of change orders which necessitate an increase or decrease in either a) the cost of a public contract by a total of \$10,000 or more, or b) the time of completion by a total of 30 days or more must be in writing and accompanied by a written finding by a designee of the public entity stating that a) the change was not reasonably foreseeable, b) the change is germane to the contract as signed and c) the change is in the best interest of the public entity.

The staff will also inform the Board through the above required written document of any change orders between \$10,000 and \$19,999, or those change orders that will increase the completion time by 30 days.

After compliance with the provisions of this Article V, in addition, the staff will also have the Board approve any change orders in excess of \$20,000 not originally included in the project contract. Change orders less than \$20,000 can be approved according to the Purchase Order Authorization levels listed under II.A.4. on page 1 of this document.

Attachment A

SAMPLE Memorandum

SYCAMORE PARK DISTRICT
Board of Commissioners
 Date of Board Meeting: January 22, 2013

STAFF RECOMMENDATION

AGENDA ITEM: TOPIC: Recommended Approval

BACKGROUND INFORMATION: Bids were advertised in early March, and opened on March 18, 2013. Six contractors attended the mandatory pre-bid meeting, but only two firms submitted bids in the end. Engineer estimates of the cost of work was \$126,692.00. A summary of the bids are as follows:

Meyer Paving, Inc.	\$139,339.15
Evans & Son Blacktop, Inc.	\$119,789.25

References have been checked by our Engineering Firm, and are satisfactory for both contractors.

FISCAL IMPACT: Staff has set aside the funds for this work with authorization by the Board in adopting our current capital budget. There is \$85,000 allocated for the Tennis Courts and Parking Lot, specifically. Additionally, 10% of the cost will come from our ADA Budget, for a total of another \$12,000.

STAFF RECOMMENDATION: It is recommended that the Board approve the low bidder and authorize the Executive Director to execute/sign any contractual documents for:

Evans & Son Blacktop, Inc. in the amount of: **\$119,789.25**

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:

BOARD ACTION:

Attachment B

**Checklist
For purchases over \$20,000
Bid Contracts**

Indicate that you have complied with all procedures regarding the competitive bidding process by checking the boxes below.

1. **Public Advertisement.**
 - At least one public notice, in a local newspaper published in the District, at least ten (10) calendar days before the bid is due.
2. **Bid notice included:**
 - General description of the work to be performed or articles to be purchased.
 - Where specifications may be obtained.
 - Time, place, and location for bid opening.
 - Bid deposit, if required.
 - Performance bond and labor and material payment bond requirements.
 - Deadline and location for submission of bids.
 - Other information necessary to enable intelligent and cost-effective bid.

A list of all entities/individuals that obtained bid packets was recorded.

3. **Bid Opening.** Mandatory protocol for the bid opening procedure included:
 - Accepted only sealed bids from the bidder.
 - Opened bids in public by an employee of the District and at least one witness.
 - Employee: _____ Witness: _____
 - Announced contents of each bid.
 - Recorded bid information on a "bid tabulation" form.
 - Notified each bidder of the time and place of bid opening at least three (3) days in advance, if changed.
 4. **Bid Analysis**
 - Each bid was analyzed to determine if there are any variances, modifications from requirements or if a bid does not meet the specifications requested.
 5. **Lowest Responsible Bidder**
 - Recommending award to the lowest bidder.
- Or
- Recommending award to another bidder. Reasons: _____

6. **Board Packet Items Include:**
 - Staff Recommendation (See Attachment A)
7. **Items to be kept by Superintendent of Finance include:**
 1. Bid tabulation form
 2. Notice to bidders
 3. Proof of publication
 4. Final contract, if applicable, which has been approved by the Executive Director and/or District's attorney. Staff to provide vendor signed contract.
 5. Completed checklist (See Attachment B or C)
 6. Any change orders from throughout the project.
 7. Notes from written reference checks.

Completed checklist

- _____
- _____
- _____

Checklist completed By: _____ Date: _____

Approved by: _____ Date: _____

Attachment C

**Checklist
For purchases over \$20,000
Non-Bid Contracts**

- Before concluding that a purchase is exempt from competitive bidding, obtained Department Head, Superintendent of Finance and/or attorney review and approval.
- Solicited Requests for Proposals (RFP) or quotes from at least three (3) vendors/suppliers.
- Evaluated Proposals. Interviewed and negotiated.
- Awarding contract to lowest cost quote which meets objectives set forth in RFP.

Or

- Awarding contract to another vendor based on

Board Packet items include:

- Staff Recommendation to Board (See Attachment A).

Items to be Kept by Superintendent of Finance include:

1. Notice to firms for proposals
2. A copy of each RFP received
3. Final contract, if applicable, which has been approved by the Executive Director and/or District's attorney. Staff to provide vendor signed contract.
4. Completed checklist (See Attachment B or C)
5. Any change orders from throughout the project.
6. Notes from written reference checks.

Checklist completed By: _____ Date: _____

Approved by: _____ Date: _____

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: RESOLUTION REQUIRED by IDNR for PARC GRANT APPLICATION DUE MARCH 10, 2014: Recommended Approval

BACKGROUND INFORMATION: The Board has encouraged staff to apply for the PARC Grant, administered by IDNR (Illinois Department of Natural Resources) and dedicated to bricks and mortar projects like our Community Center featured in the *Critical Success Factors* in VISION 20/20.

In order to submit the application by the deadline, the Board needs to adopt the attached “PARC-3 Resolution of Authorization” The intent of this is to “inform” the Board that the IDNR is seeking organizations with an absolute commitment to the project featured in the district’s application. Critical to the application will be our VISION 20/20, as the IDNR likes to see that the long-range plan calls for the project to be completed. NONETHELESS, more important to IDNR is the financial commitment.

THEREFORE, it is important that the Board read the attached PARC-3 Grant Resolution of Authorization and understand the commitment and the penalties should we not follow through on the commitment:

Commitment:

1. That we have the funds to pay for this project.
2. That we will fund the project up front (reimbursement up to 75% of total project cost up to \$2,500,000 maximum comes within 12 months after completion of the project).
3. That we will complete the project in the timeframe (3 years).
4. Other minor matters.

Penalties:

1. Loss of eligibility for future IDNR Grants
 - a. Soccer Complex
 - b. Sycamore Creek Park
 - c. Baseball Diamond Projects

2. Likely bad “karma” with the IDNR for years after that.

FISCAL IMPACT: See attached budget that will be submitted with the PARC Grant Application.

STAFF RECOMMENDATION: It is our recommendation that the Sycamore Park District Board of Commissioners approve the Resolution.

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL: 

BOARD ACTION:

STATE OF ILLINOIS / IDNR
PARC PROJECT APPLICATION

PARC-3 RESOLUTION OF AUTHORIZATION

1. Project Sponsor: Sycamore Park District

2. Project Title: Recreation Center and Gymnasium

The Sycamore Park District hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)

necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The Sycamore Park District further acknowledges and certifies that it will comply with
(local project sponsor)

all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the Sycamore Park District certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Sycamore Park District at a legal
(local project sponsor)
meeting held on the 25th day of February, 2014.

(Authorized Signature and Title)

ATTESTED BY:

(Name and Title)

STATE OF ILLINOIS / DEPT OF NATURAL RESOURCES
PARC PROJECT APPLICATION

PARC -4/ DEVELOPMENT DATA

Project Sponsor: Sycamore Park District

Project Title: Sycamore Park District Recreation Center & Gymnasium

DEVELOPMENT ITEM	UNIT AMOUNT	ESTIMATED COSTS
Site Development		
(Grading, Utilities, Storm Water Drainage, Parking		
Site Lighting, Sidewalks, Landscaping, and Restoration)		\$1,035,000.00
Building Construction		\$4,325,000.00
Fixtures, Furnishings and Equipment		\$275,000.00
Land Surveys, Testing and Printing		\$25,000.00
Grant Fees		\$5,000.00
CPA Report Costs (REQUIRED)		\$500.00
A / E Design Fees		\$405,000.00
(✓) Potential Archaeological Survey		\$1,000.00
TOTAL ESTIMATED COST:		\$6,071,500.00

(✓) Projects approved for PARC funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget.

Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = \$10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: ORDINANCE 02-2014 Authorizing Contract for Land Purchase: Recommended Approval

BACKGROUND INFORMATION: As the cornerstone of VISION 20/20 is high ground on which a future “Campus” can be built for the facilities and amenities identified in the “Critical Success Factors”.

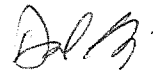
Toward that end, the attached Ordinance authorizes entering into a contract for the land identified by the Board for that Campus.

FISCAL IMPACT: \$450,000 plus closing costs of about \$25,000 for site surveys, legal costs, required environmental assessments and professional fees.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

PREPARED BY: Daniel Gible, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

ORDINANCE NO. 02-2014**AN ORDINANCE APPROVING AN AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY**

WHEREAS, the Sycamore Park District, DeKalb County, Illinois (the “District”), is a local unit of government and a duly organized and existing park district created under the laws of the State of Illinois, and is now operation under the provisions of the Park District Code of the State of Illinois, as supplemented and amended; and

WHEREAS, the Sycamore Park District desires to purchase that real property, which is legally described in the Real Estate Sales Agreement attached hereto as Exhibit 1 (the “Property”), on the terms and condition set forth in the Real Estate Sales Agreement; and

WHEREAS, the Sycamore Park District has completed its due diligence investigation of the Property and finds it necessary and appropriate to purchase said Property pursuant to the terms of the Real Estate Sales Agreement..

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Sycamore Park District as follows:

SECTION 1: The Recitals set forth above are incorporated herein and made a part of this Ordinance as if set forth fully herein.

SECTION 2: The Board of Commissioners hereby approves the Real Estate Sales Agreement attached hereto as Exhibit 1 and authorizes and directs the President of the Board of Commissioners to execute, and the Secretary of the Board of Commissioners to attest to, that Real Estate Sales Agreement attached hereto as Exhibit 1. The Executive Director and District Legal Counsel are authorized and directed to take such steps as are reasonably necessary to close the transaction set forth in said Real Estate Sales Agreement.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4: This Ordinance shall be effective immediately upon its passage and approval by a majority of the Board of Commissioners.

VOTE:

AYE:

NAY:

ABSENT AND

NOT VOTING:

APPROVED by the Board on _____, 2013

PRESIDENT

ATTEST:

SECRETARY

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract is entered into between the Sycamore Park District, an Illinois municipal corporation (“Purchaser”) and the Ernest C. Carls Trust No. 101 which is the owner of record of the “Property” defined below (“Seller”).

1. Offer to Purchase. Purchaser agrees to purchase from Seller at a price of \$450,000.00 on the terms set forth herein, that certain real estate in DeKalb County, Illinois commonly known as 25 acres of land commonly known as 23942 Airport Road, Sycamore, IL, 60178 the legal description of which is attached hereto as Exhibit A (the “Property”).

2. Fixtures. The purchase price includes all fixtures presently located on the Property.

3. Conditions on Conveyance. Seller agrees to sell the Property described above, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or its nominee, title thereto by a Trustee’s Deed in a form acceptable to the County Recorder, subject only to: a) covenants, conditions and restrictions of record as of February 1, 2014; b) public and utility easements and roads and highways, if any; c) existing leases and tenancies, if any; d) special taxes or easements for improvements not yet completed; e) installments not due at the date hereof of any special tax or easement for improvements heretofore completed; and f) general taxes for the year 2013 and subsequent years, including taxes which may accrue by reason of new or additional improvements to the Property.

4. Earnest Money Deposit. Because of the closing date, no Earnest Money Deposit is required.

5. Increase in Earnest Money Deposit. Because of the closing date, no Earnest Money Deposit is required.
6. Payment of the Remainder of Purchase Price. Purchaser shall satisfy the Purchase price, plus or minus prorations, at closing by payment in cash.
7. Due Diligence Requirements-Seller. Seller shall deliver, simultaneously with the execution of this contract, any of the following materials in Seller's possession for Purchaser's due diligence review: existing Phase I report, current tax bill any existing leases, service and/or management agreements, licenses, permits, real estate tax records, notices of code violations and existing surveys.
8. Due Diligence Period. This purchase is an "As-Is" purchase of the Property subject only to Seller providing marketable title.
9. Inspection Contingency. Although this is an "As-Is" purchase, Purchaser shall have the right, upon notice, to inspect the Property and the improvements with an inspector of its choice. Purchaser shall defend and hold Seller harmless from any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, expenses, lawsuits, and injuries, including reasonable attorney's fees, paralegal fees, experts fees, for which the Seller may become responsible as a result of any actions of the Purchaser or its agents, consultants or members during the inspection of the Property.
10. Closing. The closing or settlement ("Closing") of the transaction contemplated by this Contract shall be held at the office of Seller's designated Title Company in or proximate to Sycamore, Illinois during regular business hours at a time that is mutually agreeable to Purchaser and Seller but not later than thirty (30) days from approval of this Contract by the Purchaser. At

Purchaser's sole option, and upon 7 calendar days written notice to Seller and Seller's Attorney, the Closing shall take place on an earlier date chosen by the Purchaser and mutually acceptable to Seller.

11. Title.

11.1 Title Examination; Commitment for Title Insurance. Seller shall obtain from the Title Company and deliver, to Purchaser, within 10 days after the Effective Date of this Agreement, an ALTA Policy of Title Insurance commitment for title insurance, covering the Property in the amount of the Purchase Price, with extended coverage over the general exceptions including a contiguity endorsement and with an effective date no earlier than February 5, 2014 (the "Title Commitment") covering the Property and legible copies of all Schedule B exception documents (the "Exception Documents"). Sellers shall pay the cost of the title insurance policy, extended coverage, and the contiguity endorsement.

11.2 Survey. Seller will cooperate with Purchaser's surveyor in the preparation of an ALTA standard survey of the Property.

11.3 Title Objections; Cure of Title Objections. Purchaser shall have 5 business days after receipt of the Title Commitment to notify Sellers, in writing, of such objections as Purchaser may have to any matter disclosed in the Title Commitment, Exception Documents or the Survey. Any item contained in the Title Commitment or any matter shown on the Survey or Exception Documents to which Purchaser does not object prior to the Title Exam Deadline shall be deemed a Permitted Exception. Notwithstanding the foregoing, Purchaser shall not be required to object, and Sellers agree to payoff, any mortgage loans encumbering the Property at Closing and any other exception of an ascertainable

amount which may be removed by the payment of money at Closing. In the event Purchaser shall notify Sellers of objections to title or to matters shown on the Survey (the "Unpermitted Exceptions") prior to the Title Exam Deadline, Sellers shall make commercially reasonable efforts to cure such objections. Within five (5) business days after receipt of Purchaser's notice of objections, Sellers shall notify Purchaser in writing whether Sellers can cure the Unpermitted Exceptions. Provided that Purchaser shall not have terminated this Agreement, Sellers shall have until the date of Closing to attempt to remove, satisfy or cure the same and for this purpose Sellers shall be entitled to a reasonable adjournment of the Closing if additional time is required, but in no event shall the adjournment exceed thirty (30) calendar days after the date set for Closing. If Sellers are unable, after commercially reasonable efforts, to effect a cure prior to the Closing (or any date to which the Closing has been adjourned), Purchaser shall have the following options: (i) to accept a conveyance of the Property subject to the Permitted Exceptions and the uncured Unpermitted Exception(s); or (ii) to terminate this Agreement by sending written notice thereof to Sellers and upon delivery of such notice of termination, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Sellers notify Purchaser that Sellers will be unable to effect a cure thereof, Purchaser shall, within five (5) business days after such notice has been given, notify Sellers in writing whether Purchaser shall elect to accept the conveyance under clause (i) or to terminate this Agreement under clause (ii). Purchaser's failure to respond within said five (5) business day period shall be

deemed to be Purchaser's election to terminate this Agreement under clause (ii) above.

11.4 Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser such title to the Property as will enable the Title Company to issue to Purchaser an extended coverage Owner's Policy of Title Insurance including survey and contiguity endorsements (the "Title Policy") covering the Property, in the full amount of the Purchase Price. Notwithstanding anything contained herein to the contrary, the Property shall be conveyed subject to the following matters, which shall be deemed to be Permitted

Exceptions:

- (a) the lien of all ad valorem real estate taxes and assessments not yet delinquent as of the date of Closing, subject to adjustment as herein provided;
- (b) liens, encumbrances or other items caused or created by Purchaser; and
- (c) the Permitted Exceptions.

11.5 Pre-Closing "Gap" Title Defects. Whether or not Purchaser shall have furnished to Sellers any notice of title objections pursuant to the foregoing provisions of this Agreement, Purchaser may, at or prior to Closing, notify Sellers in writing of any objections to title first raised by the Title Company between (a) the Title Exam Deadline, and (b) the date on which the transaction contemplated herein is scheduled to close. With respect to any objections to title set forth in such notice, Sellers shall have the same obligation to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser before the expiration of the Inspection Period. If Sellers elect to attempt to cure any such matters, the date for Closing shall be automatically extended

by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) calendar days after the date for Closing.

12. Warranties. Pursuant to the provisions of the agreement of which this is a part, Seller covenants, agrees, warrants, and represents, for the benefit of Purchaser, that, to the best of Seller's knowledge:

a) Seller has no actual knowledge, nor has Seller received any notice, of any actual or pending litigation or proceeding by third parties against Seller or the Property which may affect the Property. Seller will indemnify and hold Purchaser and its employees and agents harmless from all claims, judgments, costs, fees and expenses relating to all said litigation for claims arising on or prior to the date of closing, whether disclosed or undisclosed;

b) Seller has not received, prior to or at the date of this contract, from any governmental authority, any notice of zoning, building, environmental protection, safety, fire or health code violations in respect to the property that has not been corrected by Seller prior to the date of this contract other than the following concerning underground storage tanks.

c) There are no written or oral leases, licenses or tenancies affecting the Property nor are there any contracts, easements, rights, privileges or options affecting the Property other than as disclosed to Purchaser in writing.

d) To the best of Seller's knowledge, there has never been any dumping, treatment, burial, handling, incineration, storing, depositing or spreading of garbage, trash, dirt, soil, ash, rubbish, debris, materials, waste, or any other tangible item or thing

of any kind or nature, on or before the date of closing at the Property including, but not limited to, radioactive materials, pesticides, untreated sewage, hazardous waste, special waste, septic tank plumbing, explosives, industrial process sludge or any other materials constituting a hazard, peril or threat to the health of persons or other animals or to property (regardless of whether or not such material is not now or heretofore has not been viewed as hazardous) or any violation of any environmental protection law arising from any event occurring prior to closing other than N/A. *908*

13. Further Covenants. Seller further covenants for the benefit of and agrees with Purchaser that pending closing, Seller shall:

- (a) operate the Property only in the ordinary course of business; and
- (b) enter into no new leases or agreements or modify any existing lease or agreement affecting the Property without the prior written consent of the Purchaser.

14. Personal Property. In addition to the real property being conveyed by this contract, Seller shall convey all the personal property affixed to the Property or its improvements, if any, used in the current operation of the Property including, without limiting the generality of the foregoing, all heating, ventilation, air conditioning equipment, alarm systems, plumbing, and electrical equipment; all attached floor coverings; all available screens, storm sashes and combination doors, window shades and blinds, drapes and valances; all lighting fixtures; all built-in appliances and cabinets; sump pump; ceiling fans; garage door openers and remotes; and planted vegetation;

15. Closing.

15.1 Time and Place. The parties shall conduct an escrow closing (the "Closing") no

later than March 6, 2014 or as may be extended pursuant to agreement (the "Closing Date"). At Closing, Sellers and Purchaser shall perform the obligations set forth in, respectively, Section 15.2 hereof and Section 15.3 hereof, the performance of which obligations shall be concurrent conditions.

15.2 Sellers' Obligations at Closing. Not less than one (1) business day prior to Closing, Sellers shall deliver to the Title Company:

(a) a duly executed Trustee's Deed conveying the Property subject only to the Permitted Exceptions;

(b) Such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Sellers;

(c) four (4) duly executed counterparts of an affidavit by Sellers stating that Sellers are not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act in the form of Exhibit E attached hereto;

(d) payoff statements from Seller's mortgage loans, if any, encumbering each Property; at Closing;

(e) all State, County and City Transfer Tax declaration forms, fully completed but for the signature of the Purchaser (NOTE: this transaction is exempt as it involves a Unit of Government); and

(f) ALTA statements in duplicate

15.3 Purchaser's Obligations at Closing. Not later than one (1) business day prior to Closing (except for (a) below which shall be delivered at Closing), Purchaser shall deliver to Title Company:

(a) the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, in immediately available wire transferred funds, it being agreed that at Closing the Earnest Money shall be delivered to Sellers and applied towards payment of the Purchase Price;

(b) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser; and

(c) ALTA statements in duplicate.

15.4 Title Company's Obligations at Closing: At Closing, Title Company shall:

(a) at such time as Title Company holds and is irrevocably obligated to deliver the Purchase Price to Sellers, record the Deeds in the Office of the Recorder of Deeds of DeKalb County, Illinois;

(b) deliver to Sellers the Purchase Price by wire transfer of immediately available federal funds to a bank account designated by Sellers in writing to Title Company prior to the Closing;

(c) deliver to Sellers and Purchaser two (2) fully executed counterparts of instruments described herein; and

(d) deliver to Sellers and Purchaser settlement statements prepared by Title Company and approved by Sellers and Purchaser not less than two (2) business days prior to the Closing.

16. Credits and Prorations.

The following shall be apportioned with respect to the Property as of 12:01 a.m., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon

which Closing occurs: a credit for taxes for 2013 and a pro-rata share of taxes for 2014.

17. Closing Costs.

17.1 Sellers shall pay (a) the fees of any counsel representing it in connection with this transaction, (b) the premium for the Title Policy with extended coverage but not the costs of any endorsements thereto except a contiguity endorsement, (c) the State and County transfer taxes applicable to the transaction if not exempt, and (d) one-half (1/2) of any escrow fee which may be charged by Title Company.

17.2 Purchaser shall pay (a) the costs of any endorsements for the Title Policy, except for extended coverage and the contiguity endorsement which Sellers have agreed to pay; (b) the fees for recording the Deeds; (c) one-half (1/2) of any escrow fees charged by Title Company. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

18. Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Purchaser in its sole discretion: Sellers shall have delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to this Agreement; and all of the representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and the Title Company is willing to issue the Title Policy in the amount of the Purchase Price showing Purchaser in title subject only to the Permitted Exceptions.

19. Conditions Precedent to Obligation of Sellers. The obligation of Sellers to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of

Closing of all of the following conditions, any or all of which may be waived by Sellers in their sole discretion: Sellers shall have received the Purchase Price as adjusted pursuant to and payable in the manner provided for in this Agreement; and Purchaser shall have delivered to Sellers all of the items required to be delivered to Sellers pursuant to this Agreement; and all of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the date of Closing.

20. Destruction of Premises. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract. Purchaser shall accept at Closing an assignment of Seller's right to receive insurance proceeds therefrom and a credit against the Purchase Price equal to the deductible under the relevant policy.

21. Brokers. National Bank & Trust Company is Seller's broker and shall be paid any commission or other fee solely from Seller's proceeds. Purchaser represents that it has no broker for this transaction.

22. Default. If, following the expiration of the Due Diligence Period and election by the Purchaser to proceed with the transaction, the Seller fails or refuses to convey the Property in accordance with the terms of this contract, then at the option of Purchaser, the Purchaser may sue for specific performance of this contract together with reasonable attorneys fees.

23. Time of Essence. Time is of the essence of this contract.

24. Notices. Each notice provided for under this Contract shall comply with the requirements of this paragraph. Each notice shall be via facsimile, in writing, and shall also be

sent by (I) depositing it with the U.S. Postal Service via certified or registered mail, return receipt requested, with adequate postage prepaid, or (ii) via messenger or other courier properly addressed; or (iii) via email to counsel. Each notice shall be effective upon being transmitted by fax and either deposited in the mail or delivered to courier service, but the time period in which a response from any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressee thereof, as evidenced by confirmation of the fax transmission or the return receipt or other written acknowledgment of delivery.

24. RESPA Disclosures. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

25. Withholding. Seller represents that it is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said section.

26. Counterpart Execution. This Contract may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

The parties executing this document on behalf of the parties do so only in their official capacity and shall incur no personal obligation or liability.

PURCHASER:

SYCAMORE PARK DISTRICT

SELLER:

ERNEST C. CARLS TRUST NO. 1

by: James J. Walsh V.P.
National Bank & Trust Company, not personally but
solely as Trustee of the Ernest C. Carls Trust No. 1

4823-3141-8136, v. 1

ALTA/ASCM LAND TITLE SURVEY

STATE STREET

LEGAL DESCRIPTION PROVIDED BY CLIENT:
 PART OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDING AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN THE CENTER OF THE NORTH AND SOUTH ROAD, THENCE NORTH 0°17' EAST ALONG THE WEST LINE OF SAID SECTION 34 AND THE CENTER LINE OF SAID ROAD 1000 FEET, THENCE NORTH 5°07' EAST ALONG THE CENTER LINE OF THE HIGHWAY KNOWN AS STATE ROUTE 64, THENCE SOUTH 84°34' EAST, 499.5 FEET MORE OR LESS TO THE INTERSECTION WITH THE EAST LINE OF LOT 23 IN SECTION 34 APPROXIMATE AT A POINT 250 FEET SOUTH OF THE SOUTH LINE OF STATE ROUTE 64; THENCE SOUTH 52° WEST, 238.83 FEET, THENCE NORTH 50°37' WEST, 408.24 FEET MORE OR LESS TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DEKALB, IN THE STATE OF ILLINOIS.

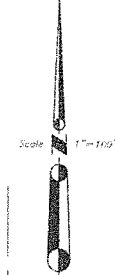
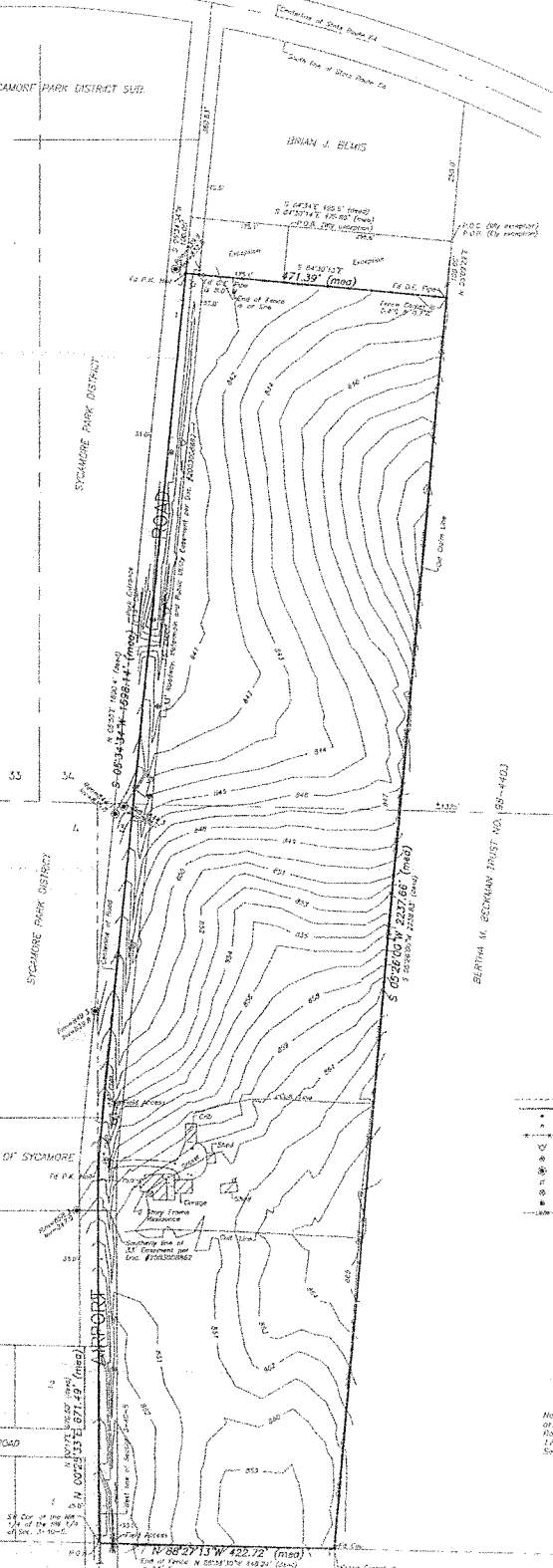
EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF LOT 23 IN SECTION 34, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDING AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 23, 250 FEET SOUTH OF THE SOUTH LINE OF STATE ROUTE 64, AS LOCATED MAY 23, 1988, BEING IN THE PLACE OF BEGINNING, THENCE NORTH 84°34' WEST, 296.0 FEET TO A POINT, THENCE SOUTH 52° WEST, 100 FEET, TO THE EAST LINE OF LOT 23, APPROXIMATE FOR A DISTANCE OF 100 FEET TO A POINT, THENCE SOUTH 82°37' EAST TO A POINT ON A LINE RUNNING SOUTH 52° WEST FROM THE POINT OF BEGINNING, THENCE NORTH 52° EAST TO THE POINT OF BEGINNING, SITUATED IN DEKALB COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF LOT 23 IN SECTION 34, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDING AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 23, 250 FEET SOUTH OF THE SOUTH LINE OF STATE ROUTE 64, AS NOW LOCATED, THENCE NORTH 84° WEST 296.0 FEET TO A POINT, THENCE SOUTH 52° WEST, 100 FEET, MORE OR LESS, TO THE CENTER OF THE NORTH AND SOUTH CHANEL ROAD, THENCE SOUTH 52° WEST, 100 FEET, THENCE SOUTH 84° WEST, 200 FEET TO A POINT, WHICH IS 100 FEET SOUTHERLY OF THE POINT OF BEGINNING, AS MEASURED ALONG A LINE WHICH IS PARALLEL TO THE EAST LINE OF LOT 23 APPROXIMATE, THENCE NORTHERLY ON SAID PARALLEL LINE, 150 FEET TO THE POINT OF BEGINNING, SITUATED IN DEKALB COUNTY, ILLINOIS.

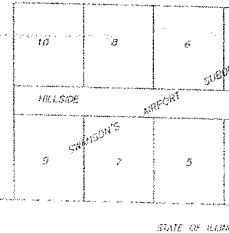
AREA SUMMARY

TOTAL AREA	25.39 ACRES
EXISTING R-O-W	1.32 ACRES
NET AREA	24.07 ACRES

Surveyor's Note: William E. Hanna Surveyors has determined the East line of the subject property is an old clear line called out in the deed to Henry and Jennie Vandenberg, in Document No. 125806 recorded September 3, 1968. The reference to the East line of Assessor's Lot 23 of Section 34-2-3 in the legal description provided to William E. Hanna Surveyors appears to be from the Book of Maps for Sycamore Township by Harlow W. Van, dated March 5, 1955, and same being located in the Sycamore office of Chicago Title Insurance Company. The location of the said lot corner line has been re-established using a 1918 plat of survey by William W. Ross, filed No. 209, the spot boring for said clear line has been held as recorded. The bearings of all other lines differ from those called for in the deed, but have been determined by running the present road centerline and adjoining property lines.



- ALTIMETER
- Boundary of property surveyed
- Indicates found survey marker
- Indicates set lines and pick
- Indicates fence line
- Indicates the hydrant
- Indicates the hydrant valve
- Indicates storm manhole
- Indicates utility pole
- Indicates traffic sign
- Indicates overhead wires



Note: This property is located in Zone 1, also determined to be outside the 100 year flood plain, as set forth by the FEMA FIRM 170M0002G, having an effective date of September 21st, 2000.

THIS IS TO CERTIFY THAT THE ATTACHED PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (1) IN ACCORDANCE WITH MAXIMUM STANDARD DEGREE REQUIREMENTS FOR ALTA/ASCM LAND TITLE SURVEYS, JUSTLY ESTABLISHED AND ADOPTED BY ALTA AND ASCM IN 1968, AND INCLUDES ITEMS 1, 3, 4, 5, 6, 7, 8, 9, 10 & 11(a) OF TITLE 4, ILLINOIS AND (2) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ASCM AND IN LITVET) ON THE DATE OF THIS CERTIFICATION OF A SUBURBAN SURVEY.

THIS SURVEY ADDRESSES ONLY THOSE MATTERS OF RECORD AS DISCLOSED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1410 000454588 HAVING AN EFFECTIVE DATE OF NOVEMBER 10TH, 2004.

WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 23RD DAY OF NOVEMBER, 2009.

William E. Hanna Surveyors
 William E. Hanna
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016



Prepared by:
 William E. Hanna Surveyors
 License No. 1642697
 300 Pine Street
 Sycamore, Illinois 60178
 (815) 748-7189
 Fax: 748-7153
 info@hannasurveyors.com

SYCAMORE PARK DISTRICT
Board of Commissioners
Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: **ORDINANCE 03-2014** An Ordinance authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property in and for the Sycamore Park District Park District, DeKalb County, Illinois, and authorizing and providing for the issue of \$450,000 Debt Certificate, Series 2014, of said Park District evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificate, and providing for the security for and means of payment under the Agreement of the Certificate.

BACKGROUND INFORMATION: As the cornerstone of VISION 20/20 is high ground on which a future “Campus” can be built for the facilities and amenities identified in the “Critical Success Factors”.

Toward that end, the attached Ordinance authorizes entering into a debt certifiact for the land identified by the Board for that Campus.

FISCAL IMPACT: \$450,000 plus 2.74 interest. Interest only payments each six months until payment of principal in full on March 5, 2016. With our continuing improvement on management of budget, we should be in a good position in 2016 to pay in full.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

PREPARED BY: Daniel Gibble, Executive Director

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION:

Minutes of a regular public meeting of the Board of Park Commissioners of the Sycamore Park District, DeKalb County, Illinois, held in the Maintenance Building, 435 Airport Road, Sycamore, Illinois 60178, in said Park District at 6 o'clock P.M., on the 25th day of February, 2014.

* * *

The meeting was called to order by the President, and upon the roll being called, Ted Strack, the President, and the following Park Commissioners were physically present at said location: 435 Airport Road, Sycamore, Illinois 60178.

The following Park Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: _____

No Park Commissioner was not permitted to attend the meeting by video or audio conference.

The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President publicly declared himself to have an interest in the ordinance and contract under consideration by the Board by reason of being an officer and employee of Resource Bank, but not the owner of any ownership interest therein, and did not participate in the deliberation of the agenda items herein described in any manner or to any extent whatsoever;

The Vice President announced that a proposal had been received from Resource Bank, Illinois, for the purchase of the District's Debt Certificate, Series 2014, and that the Board of Park Commissioners would consider the adoption of an ordinance providing for an Installment Purchase Agreement in order to acquire certain real property, including 25 acres of land

commonly known as 23942 Airport Road, Sycamore, IL, 60178, authorizing the issuance of said Certificate, evidencing the rights to payment under said Agreement and providing for the sale of said certificate.

Whereupon Park Commissioner _____ presented and the Secretary read by title an ordinance as follows, a copy of which was provided to each Park Commissioner prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. 03-2014

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property in and for the Sycamore Park District, DeKalb County, Illinois, and authorizing and providing for the issue of \$450,000 Debt Certificate, Series 2014, of said Park District evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificate, and providing for the security for and means of payment under the Agreement of the Certificate.

* * *

WHEREAS, the Sycamore Park District, DeKalb County, Illinois (the "*District*"), is a park district of the State of Illinois operating under and pursuant to the Park District Code of the State of Illinois, as amended (the "*Park Code*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 8-15 of the Park Code and Section 17(b) of the Debt Reform Act (collectively, the "*Installment Purchase Provisions*"); and

WHEREAS, the Board of Park Commissioners of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to acquire certain real property, including 25 acres of land commonly known as 23942 Airport Road, Sycamore, IL, 60178 (the "*Property*"), all as shown on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Property and expenses incidental thereto, including financial and legal services related to such property and to the Agreement hereinafter provided for in this Ordinance to be not less than \$450,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Property, and it will, therefore, be necessary to borrow money in the amount of \$450,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue a Certificate evidencing indebtedness incurred under such agreements; and

WHEREAS, Section 8-15 of the Park Code provides that a park district may in such agreement irrevocably contract to issue general obligation bonds or notes from time to time as permitted by law and to apply the proceeds thereof to the payment of principal and interest on the installment purchase agreement; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail itself of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Board (the "*Treasurer*"), as nominee-seller; authorize the Vice President and Secretary of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with said Secretary in his or her capacity as keeper of the records and files of the District; and issue a Certificate evidencing the indebtedness incurred under the Agreement in the amount of \$450,000:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Sycamore Park District, DeKalb County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is necessary and advisable for the residents of the District, and the officers of the District hereinafter identified are authorized to pay the costs of the Property and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of a Certificate evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Appropriation; Contract to Issue Bonds. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available and annually appropriated for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees (i) to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement and (ii) to issue general obligation bonds or notes from time to time to the fullest extent permitted by law, including Section 6-4 of the Park Code and Section 15.01 of the Debt Reform Act, and to apply the proceeds thereof to the payment of principal and interest on the Agreement; *provided, however,* that no such bonds or notes need be issued by the District if, in its discretion, it has set aside and has available other corporate funds in an amount sufficient to pay when due such principal and interest.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Vice President and Secretary of the Board be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and a Certificate

incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary of the Board and retained in the District records and shall constitute authority for the issuance of the Certificate hereinafter authorized.

Section 5. Form of the Agreement. The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for the Sycamore Park District, DeKalb County, Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") dated as of February 25, 2014, by and between the Treasurer of the Board (as hereinafter defined), as Nominee-Seller (the "*Seller*"), and the Sycamore Park District, DeKalb County, Illinois, a park district of the State of Illinois (the "*District*"):

WITNESSETH

A. The Board of Park Commissioners of the District (the "*Board*") has determined to acquire certain real property, including 25 acres of land commonly known as 23942 Airport Road, Sycamore, IL, 60178 (the "*Property*"), all as previously approved by the Board and on file with the Secretary of the Board (the "*Secretary*").

B. Pursuant to the provisions of the Park District Code of the State of Illinois (the "*Park Code*"), the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 8-15 of the Park Code and Section 17(b) of the Debt Reform Act (collectively, the "*Installment Purchase Provisions*"), in each case, as supplemented and amended (collectively, "*Applicable Law*"), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue a Certificate evidencing indebtedness incurred under such agreements.

C. On the February 25, 2014, the Board, pursuant to Applicable Law and the need to provide for the Property, adopted an ordinance (the "*Ordinance*") authorizing the borrowing of money for the Property, the execution and delivery of this Agreement to finance same, and the issuance of a Certificate evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Property on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROPERTY

The Seller agrees to acquire clean and merchantable title to the Property.

2. CONVEYANCE

The District conveys to the Seller any portion of the Property heretofore acquired by the District and to be paid from proceeds of the Certificate (as defined in the Ordinance). The Seller agrees to convey each part of the Property to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Property from the Seller and pay for the Property the purchase price of not to exceed \$450,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer of the Board

from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$450,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer of the Board from the sale of the Certificate.

3. PAYMENTS

The payment of the entire sum of \$450,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rate percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificate in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificate. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificate, evidencing the indebtedness incurred hereby, is assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificate, as set forth in the Ordinance, insofar as may be applicable, apply to the Property to be acquired and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Property, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Property comprised of real estate shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to or the use of all or any part of the Property shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificate and to take such action as it shall deem necessary or appropriate to repair and replace the Property.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees (i) to appropriate funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement and (ii) to issue general obligation bonds or notes from time to time to the fullest extent permitted by law, including Section 6-4 of the Park Code and Section 15.01 of the Debt Reform Act, and to apply the proceeds thereof to the payment of principal and interest on the Agreement; *provided, however*, that no such bonds or notes need be issued by the District if, in its discretion, it has set aside and has available other corporate funds from any lawful sources whatsoever in an amount sufficient to pay when due such principal and interest.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Vice President of its Board, and also attested by the Secretary of its Board and the seal of the District to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____

as Nominee-Seller and the Treasurer,
Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

SYCAMORE PARK DISTRICT, DEKALB
COUNTY, ILLINOIS

Vice President, Board of Park
Commissioners

[SEAL]

ATTEST:

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
 COUNTY OF DEKALB)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners (the "*Board*") of the Sycamore Park District, DeKalb County, Illinois (the "*District*"), and as such officer I do hereby certify that on the February 25, 2014, there was filed in my office a properly certified copy of that certain document, executed by the Vice President of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated as of February 25, 2014, and entitled "INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for the Sycamore Park District, DeKalb County, Illinois"; and supporting the issuance of certain Debt Certificate, Series 2014, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this February 25, 2014.

Secretary, Board of Park Commissioners

(SEAL)

Section 6. Certificate Details. For the purpose of providing for the financing of the Property, there shall be issued and sold a certificate of the District in the principal amount of \$450,000, which shall be designated "Debt Certificate, Series 2014" (the "*Certificates*"). The Certificate shall be dated March 5, 2014, and shall also bear the date of authentication, shall be in fully registered form, shall be numbered 1 and upward, and the Certificate shall become due upon maturity with interest payable serially (subject to prior redemption as hereinafter set forth) in equal semi-annual installments.

The Certificates shall bear interest at a rate equal to 2.74% from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificate is paid, such principal and interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually each year, commencing on September 1, 2014. Interest payment dates each year shall be March 1 and September 1. Interest on the Certificate shall be paid by check or draft of the Sycamore Park District (the "*Certificate Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month preceding the interest payment date. The principal of the Certificate shall be payable upon maturity in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar.

The Certificate shall be signed by the Vice President and Secretary of the Board, and shall be countersigned by the Treasurer, and the seal of the District shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Certificate shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificate; Persons Treated as Owners. The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificate as provided in this Ordinance to be kept at the principal corporate office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of the Certificate.

Upon surrender for transfer of any Certificate at the principal corporate office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate may be exchanged at said office of the

Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however*, the principal amount of the outstanding Certificates authenticated by the Certificate Registrar shall not exceed the authorized principal amount of the Certificate less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of a Certificate, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of a Certificate except in the case of the issuance of a Certificate for the unredeemed portion of a Certificate surrendered for redemption.

Section 8. Redemption. The Certificate shall be subject to redemption prior to maturity at the option of the District as a whole or in part in integral multiples of \$5,000 as determined by the District on any date at the redemption price of par plus accrued interest to the redemption date.

The Certificate shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The District shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed.

The Certificate Registrar shall promptly notify the District in writing of the Certificate or portions of the Certificate selected for redemption.

Section 9. Redemption Procedure. Unless waived by the holder of the Certificate to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Certificate or portion of the Certificate so 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 shall default in the payment of the redemption price) such Certificates or portions of the Certificate shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificate shall be paid by the Certificate Registrar at the redemption price. 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 Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificate shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

(Form of Certificate - Front Side)

REGISTERED
No. 1REGISTERED
\$450,000

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DEKALB

SYCAMORE PARK DISTRICT

DEBT CERTIFICATE, SERIES 2014

See Reverse Side for
Additional ProvisionsInterest
Rate: 2.74%Maturity
Date: March 5, 2016Dated
Date: March 5, 2014

Registered Owner: Resource Bank

Principal Amount: Four Hundred Fifty Thousand and No/100 Dollars

[1] KNOW ALL MEN BY THESE PRESENTS, that the Sycamore Park District, DeKalb County, Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay from lawfully available sources and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, the Principal Amount identified above upon the Date of Maturity and, in equal semi-annual installments, interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above, commencing on September 1, 2014, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate office of the Sycamore Park District, certificate registrar and paying agent (the "*Certificate Registrar*"). Payment of the principal and interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the

business on the 15th day of the month preceding each payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available and annually appropriated for such purpose, that the District shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due, and that the District shall issue general obligation bonds or notes from time to time to the fullest extent permitted by law, including Section 6-4 of the Park Code and Section 15.01 of the Debt Reform Act, and to apply the proceeds thereof to the payment of principal and interest on the Agreement; *provided, however*, that no such bonds or notes need be issued by the District if, in its discretion, it has set aside and has available other corporate funds in an amount sufficient to pay when due such principal and interest. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF, said Sycamore Park District, DeKalb County, Illinois, by its Board of Park Commissioners, has caused this Certificate to be signed by the Vice President and Secretary of said Board of Park Commissioners, and to be countersigned by the Treasurer thereof, and has caused the seal of the District to be affixed hereto or printed hereon, all as of the Dated Date identified above.

(SEAL)

Vice President, Board of Park
Commissioners

Countersigned:

Secretary, Board of Park Commissioners

Treasurer, Board of Park Commissioners

Date of Authentication: _____, 2014

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
Treasurer, Board of Park Commissioners
SYCAMORE PARK DISTRICT

This Certificate is the Certificate described in the within mentioned ordinance and is the Debt Certificate, Series 2014, of the Sycamore Park District, DeKalb County, Illinois.

TREASURER, BOARD OF PARK
COMMISSIONERS, SYCAMORE PARK
DISTRICT, as Certificate Registrar

By _____
Authorized Officer

[Form of Certificate - Reverse Side]

SYCAMORE PARK DISTRICT

DEKALB COUNTY, ILLINOIS

DEBT CERTIFICATE, SERIES 2014

[6] This Certificate is issued by the District to acquire certain real property, including 25 acres of land commonly known as 23942 Airport Road, Sycamore, IL, 60178 (the "Property"), in full compliance with the provisions of the Park District Code of the State of Illinois (the "*Park Code*"), and the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Park Commissioners of the District by an ordinance duly and properly adopted for that purpose, in all respects as provided by law. This Certificate issued by the District in connection with the Property has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of February 25, 2014, entered into by and between the District and the Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] This Certificate is subject to redemption prior to maturity at the option of the District as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by the District at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered

owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate office of the Certificate Registrar in Sycamore Park District, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

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

 (Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

 attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Certificates. The Certificate hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by the Treasurer delivered to Resource Bank, DeKalb, Illinois (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$450,000, plus accrued interest to date of delivery; the contract for the sale of the Certificate heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificate have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, in any manner holds a prohibited financial interest directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Ordinance and the Certificate.

Section 12. Use of Certificate Proceeds. Accrued interest received on the delivery of the Certificate is hereby appropriated for the purpose of paying first interest due on the Certificate and is hereby ordered deposited into the “Debt Certificate, Series 2014 Certificate Fund” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificate. Funds lawfully available for the purpose of paying the principal of and interest on the Certificate shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificate and any premium received on the delivery of the Certificate are hereby appropriated to pay the costs of issuance of the Certificate and for the purpose of paying the cost of the Property, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Capital Improvement Account of the District” (the “*Property Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Property Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificate deposited into the Property Fund for any period of time. Moneys in the Property Fund shall be used to pay costs of the Property in accordance with the following procedures:

1. Contracts (“*Contracts*”) have been or shall be awarded, from time to time, by the Board for the acquisition of the Property; and the Board represents and covenants

that each Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. By paragraph 3 of this Section of this Ordinance, as follows, or subsequent ordinance or ordinances to be duly adopted, the Board shall identify all or a designated portion of each Contract to the Agreement. The Contracts attached hereto as *Exhibit A* are hereby identified to the Agreement. This Ordinance, any such further ordinance and said Contracts shall be filed of record with the Secretary of the Board and the Treasurer. The adoption and filing of any such ordinance or ordinances and the Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Property Fund to pay amounts due under such Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Property for all purposes, enabling the issuance of the Certificates.

3. The following Contracts are hereby identified to the Agreement:

BRIEF DESCRIPTION OF CONTRACT	NAME OF CONTRACTOR	CONTRACT AMOUNT (\$)	IDENTIFIED AMOUNT (\$)
Real Estates Sales Contract dated February 25, 2014	Ernest C. Carls Trust No. 101	\$450,000	\$450,000

The Contracts so identified are attached to this Ordinance as *Exhibit A*.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and

invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

Section 13. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificate) if taking, permitting or omitting to take such action would cause any of the Certificate to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Certificate, under present rules, the District may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. The Board and the District further certify, covenant and represent as follows:

A. Small Issuer Exception. The District is a governmental unit that has the power to impose a tax or to cause another entity to impose a tax of general applicability that, when collected, may be used for the governmental purposes of the District. The power to impose such tax is not contingent on approval by another governmental unit; a tax of general applicability is one that is not limited to a small number of persons. The District is not subject to Control by any other governmental unit or political subdivision. The Certificates is not nor will be a "private activity bond" (as defined in Section 141 of the Code). Ninety-five percent or more of the Sale Proceeds will be used for local governmental activities of the District. None of the District, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District will issue, during the calendar year 2014, any tax-exempt bonds (other than current refunding bonds to the extent of the aggregate face amount of the tax-exempt bonds being currently refunded thereby) in an aggregate face amount in excess of the *maximum aggregate face amount* (as hereinafter defined). As used herein, (a) "*tax-exempt bonds*" means obligations of any kind, the interest on which is excludable from gross income of the holders or owners thereof for federal income tax purposes pursuant to Section 103 of the Code but not including (i) "private activity bonds" (as defined in Section 141 of the

Code) or (ii) obligations issued to refund another obligation if it is issued not more than 90 days before the redemption of the refunded obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation, (b) “*aggregate face amount*” means, if an issue has more than a De minimis Amount of Original Issue Discount or Premium, the issue price of the issue and otherwise means the face amount of the issue and (c) “*maximum aggregate face amount*” means, the sum of (i) \$5,000,000 and (ii) the aggregate face amount of bonds issued during the calendar year that are allocable to financing construction expenditures for public school facilities, but in no event can the *maximum aggregate face amount* exceed \$10,000,000. As of the date hereof, no tax-exempt bonds or other obligations (other than the Certificates) have been issued by the District, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District during the calendar year 2014. The District does not reasonably expect that it, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District (including but not limited to the District) will issue any such tax-exempt bonds or other obligations within calendar year 2014. Therefore, subject to compliance with all the terms and provisions hereof, the District is excepted from the required rebate of arbitrage profits on the Certificate under Section 148(f)(4)(D) of the Code and from the terms and provisions of this Ordinance that need only be complied with if the District is subject to the arbitrage rebate requirement.

B. Bank Qualification. (a) The District hereby designates the Certificate as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) the Certificate will not be at anytime a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code), (ii) as of the date hereof in calendar year 2014, the District has not issued any tax-exempt obligations of any kind other than the Certificate nor have any tax-exempt obligations of any kind been issued on behalf of the District and (iii) not more than \$10,000,000 of obligations of any kind (including the Certificate) issued by or on behalf of the District during calendar year 2014 will be designated for purposes of Section 265(b)(3) of the Code.

(b) The District is not subject to Control by any entity, and there are no entities subject to Control by the District.

(c) On the date hereof, the District does not reasonably anticipate that for calendar year 2014 it will issue any Section 265 Tax-Exempt Obligations (other than the Certificate), or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “*Section 265 Tax-Exempt Obligations*” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The District will not issue or permit the issuance on behalf of it or by any entity subject to Control by the District (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations (including the Certificates) that exceed the aggregate amount of \$10,000,000 during calendar year 2014 unless it first

obtains an opinion of Bond Counsel to the effect that such issuance will not adversely affect the treatment of the Certificate as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

C. *Records Retention.* The District agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Certificates from federal income taxation, to demonstrate compliance with the covenants in this Ordinance and to show that all tax returns related to the Certificate submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Certificate transaction (including this Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Certificate proceeds; documentation evidencing the use of Certificate-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Certificate; and documentation pertaining to any investment of Certificate proceeds. Such records shall be kept for as long as the Certificate is outstanding, plus the period ending three (3) years after the later of the final payment date of the Certificate or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Certificate.

The District also agrees and covenants with the purchasers and holders of the Certificate from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificate and affects the tax-exempt status of the Certificate.

The Board hereby authorizes the officials of the District responsible for issuing the Certificate, the same being the Vice President and Secretary of the Board and the Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificate to be an arbitrage bond and to assure that the interest on the Certificate will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificate and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificate; (d) to file such forms, statements, and

supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 14. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of the Certificate and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 15. Duties of Certificate Registrar. The obligations and duties of the Certificate Registrar hereunder may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificate holders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Certificate as provided herein;

(d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 16. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted February 25, 2014.

Vice President, Board of Park Commissioners

Attest:

Secretary, Board of Park Commissioners

EXHIBIT A
CONTRACTS

Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Vice President directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Park Commissioners voted AYE: _____

The following Park Commissioners voted NAY: _____

The President of the Board of Park Commissioners did not participate in the vote on this motion.

Whereupon the Vice President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Park Commissioners of the Sycamore Park District, DeKalb County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
 COUNTY OF DEKALB)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Sycamore Park District, DeKalb County, Illinois (the "Board"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the February 25, 2014, insofar as same relates to the adoption of Ordinance No. 03-2014 entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property in and for the Sycamore Park District, DeKalb County, Illinois, and authorizing and providing for the issue of \$450,000 Debt Certificate, Series 2014, of said Park District evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the 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 at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this February 25, 2014.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
 COUNTY OF DEKALB)

FILING CERTIFICATE

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Secretary and Treasurer of the Board of Park Commissioners (the "*Board*") of the Sycamore Park District, DeKalb County, Illinois (the "*District*"), respectively, and as such officers we do hereby certify that on the 25th day of February, 2014, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance No. 03-2014 adopted by the Board on the February 25, 2014, and entitled:

AN ORDINANCE authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real property in and for the Sycamore Park District, DeKalb County, Illinois, and authorizing and providing for the issue of \$450,000 Debt Certificate, Series 2014, of said Park District evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

together with any Contracts identified by the adoption of said Ordinance and attached thereto as *Exhibit A*, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures and the seal of the District, this 25th day of February, 2014.

 Secretary, Board of Park Commissioners

 Treasurer, Board of Park Commissioners

(SEAL)

SYCAMORE PARK DISTRICT

Board of Commissioners

Date of Board Meeting: February 25, 2014

STAFF RECOMMENDATION

AGENDA ITEM: PURCHASE OF FAIRWAY MOWER: Recommend Approval

BACKGROUND INFORMATION: The 2014 approved capital budget included the purchase of a new fairway mower for the golf course. Three fairway mowers are currently used, two of which are twenty- two years old and the newest mower is ten years old. The new mower would replace one of the older mowers which will then be used as a backup in case of a breakdown. The older mowers are experiencing frame, engine, and body fatigue which have become more difficult and expensive to repair as parts are not as available or easy to acquire. We also look to purchase early this season before the mower engines switch over to Tier 4 emissions compliance which add close to ten thousand dollars to the mower cost.

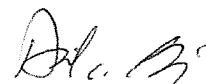
We received a price quote from Toro and John Deere through the General Services Administration (GSA) program for government agencies. This service is a collection of pre-negotiated contracts which fulfill all legal purchasing obligations for the Park District. The price for the Toro mower is \$43,217.63. The price for the John Deere mower is \$46,151.04. We look for approval of the Toro mower as we already have three of these mowers and in some cases the parts are interchangeable which is valuable in a breakdown situation.

FISCAL IMPACT: \$43,217.63 from the capital budget. The amount budgeted for this item in our Capital Budget is \$43,000.00.

STAFF RECOMMENDATION: Approval of purchase for a new Toro 5210 fairway mower.

PREPARED BY: Jeff Donahoe, Superintendent of Parks and Facilities

EXECUTIVE DIRECTOR REVIEW/APPROVAL:



BOARD ACTION: