



## **PUBLIC NOTICE**

**Wheaton Park District Board of Commissioners  
SPECIAL MEETING  
Wednesday April 3, 2024, 5:00 p.m.  
DuPage County Historical Museum  
102 E. Wesley Street, Wheaton, IL 60187**

**Public Notice Date April 1, 2024**

**Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the “Park Board”) will hold a Special Meeting at 5:00 pm on Wednesday April 3, 2024, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187**

**Please contact Michael J. Benard, Board Secretary, for further information.  
[mbenard@wheatonparks.org](mailto:mbenard@wheatonparks.org)**

Michael J. Benard  
Secretary

**The Agenda for the April 3, 2024, Special Meeting is as Follows:**

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Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district’s ADA Compliance Officer, Michael Benard, at the park district’s Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. Telephone number 630.945-7726; fax number 630.665.5880; email [dsiciliano@wheatonparks.org](mailto:dsiciliano@wheatonparks.org)



**Special Meeting of the Wheaton Park District Board of Commissioners**  
**April 3, 2024, 5:00 pm**

## CALL TO ORDER

## COMMUNITY INPUT

Public comments are important to the Board. However, it is the Board's policy not to take action on items until time has been taken to gather information and discuss all options. Lack of action does not imply lack of interest in the issues. During the community input portion of the agenda the Board typically will ask residents to provide input prior to accepting input from nonresidents.

The purpose of the public participation is to allow the public the opportunity to make a statement to the Board. The purpose of public participation is not to provoke a debate with the Board. Once an individual has spoken, that individual may not speak on the same issue again. Any limitation regarding addressing the Board may be waived by a majority vote of the Board.

Except during the public comment portion of the regular Board agenda, or as stated in this rule, no person other than the Executive Director or the District's Attorney may address the Board.

## ACTION ITEMS

1. **Settlement Agreement** – Motion to Approve a Settlement and Release Agreement Between Kevin Needham, Christy Needham, Thomas J. Frederick, individually and on behalf of the Law Offices of Thomas J. Frederick, and the Wheaton Park District.
2. **Parks Department Truck Purchases** – Motion to approve the purchase of three Ford Maverick Trucks from \_\_\_\_\_ for a cost not to exceed \$100,000.  
*(Bids will be opened on Tuesday April 2 and lowest responsible bidder will be recommended for approval)*

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## **DISCUSSION ITEMS** *No Action Will Be Taken on These Items – Review & Discussion Only*

- 1. Arrowhead Golf Club Heating and Cooling Roof Top Unit Replacement Project Review**
- 2. Cream of Wheaton Concessions Purchases and Trailer Rental** – Review of quote from Euclid Beverage for Cream of Wheaton concessions purchases and trailer rental
- 3. Alcohol Sales and Service on Park District Property for 2024 Events** – Review of proposed alcohol sales and service for the 2024 events including:
  - Cosley Zoo Uncorked Wine Tasting Event July 11, 2024
  - Northwestern Medicine Memorial Park Rental August 10, 2024
  - Cosley Zoo Woodland Wonder Gala Event September 7, 2024
- 4. Arrowhead Golf Club Kitchen Contractual Temp Staffing** – Review of proposals and pricing for Arrowhead Golf Club kitchen temp staffing services from May 2024 through April 2025
- 5. Community Center Parking Lot Repaving Project** – Review of Change Order # 3 from Abbey Paving for \$4,320
- 6. Community Center Interior Renovation Project Phase 2** – Review of Change Order #4 from Stuckey Construction for \$30,366.11
- 7. Community Center Interior Renovation Project Phase 2 / Table Purchase Quotes** – Review of quotes for the purchase of tables Community Center Interior Renovation Project Phase 2
- 8. Community Center Interior Renovation Project Phase 2 / Office Furniture Bids** – Review of bid results for office furniture for the Community Center Interior Renovation Project Phase 2
- 9. City of Wheaton Gary Avenue Roadway Improvement Project** – Review of Temporary and Permanent Easement Agreements with the City of Wheaton

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## **10. Rice Pool and Water Park Existing Conditions Report Request for Qualifications and Proposals Draft – Review of Proposed Solicitation Document Draft**

### **CLOSED SESSION**

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, 5ILCS 120/2 (c)(1)
- b. The Selection of a Person to Fill a Vacancy in Public Office, 5 ILCS 120/2(c)(3).
- c. Purchase or Lease of Real Property, 5ILCS 120/2 (c)(5)
- d. Setting of Price for Sale or Lease of Property Owned by the Public Body, 5ILCS 120/2 (c) (6)
- e. Pending, Probable or Imminent Litigation, 5ILCS 120/2 (c)(11)
- f. Discussion of Minutes of Meetings Lawfully Closed Under this Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes, 5 ILCS 120/2(c)(21)

### **POSSIBLE ACTION ON ITEMS DISCUSSED IN CLOSED SESSION**

### **ADJOURNMENT**

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## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into as of April 3, 2024 (the “Effective Date”) by and between Kevin Needham, Christy Needham (Kevin Needham and Christy Needham are sometimes referred to as “the Needhams”), Thomas J. Frederick, individually and on behalf of the Law Offices of Thomas J. Frederick (“Frederick”), and Wheaton Park District (the “Park District”) (collectively the “Parties”).

### RECITALS

A. The Park District has applied for and seeks approval from the City of Wheaton in the form of an application (the “Application”) for a special use permit and related zoning/land use approval to build a parking lot on the east side of Gary Avenue across from Cosley Zoo (the “Parking Lot”);

B. The Needhams, through their counsel, Frederick, have initiated litigation against the Park District, several of its Commissioners and employees, and the Cosley Foundation, Inc., which litigation is pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County as case number 2023 CH 171 (the “Litigation”);

C. The Needhams, through their counsel, Frederick, have also threatened separate litigation against the Park District, its Commissioners and employees, and the Cosley Foundation, Inc., for, *inter alia*, alleged violations of their state and constitutional rights, constructive fraud, breach of fiduciary duty, inducement, aiding and abetting, and defamation (the “Threatened Litigation”);

D. The Park District, its Commissioners and employees (including Cosley Zoo employees), and the Cosley Foundation, Inc., and its board members and employees are collectively referred to as the “Park District Parties”;

E. By this Agreement, the Parties intend and desire to compromise and settle any and all claims that the Needhams or Frederick have asserted or could have asserted in the Litigation or in the Threatened Litigation against the Park District Parties, except as otherwise excluded by this Agreement.

In consideration of the foregoing, the promises and releases set forth herein, and other good and valuable consideration, the adequacy and receipt of which is hereby expressly acknowledged by each of the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated as if fully set forth herein.
2. Settlement Payment. The Park District shall, within fourteen (14) days of the complete execution of this Agreement, pay to Frederick on behalf of Frederick and the Needhams as reimbursement of expenses paid by Frederick and the Needhams the gross sum of \$6,580.25, by a single check payable to Thomas L. Frederick, provided, however, that the sum of \$100.00

thereof is paid to the Needhams through Frederick in exchange for the release provided by the Needhams, and \$6,480.25 is paid to Frederick in exchange for the release by Frederick. Frederick represents that this payment constitutes reimbursement for expenses incurred in connection with the Litigation. Frederick and the Needhams agree that this consideration is adequate for the releases and waivers provided by each of them herein.

3. Release and Waiver by Needhams and Frederick.

- A. In exchange for the payment described in paragraph 2, the Needhams and Frederick, for themselves, their officers, successors, assigns, affiliates, heirs, executors and agents, release and forever discharge the Wheaton Park District and the Park District Parties in their official and individual capacities, and their successors, assigns, subsidiaries, affiliates, board members, officers, directors, managers, members, administrators, principals, employees, agents, contributors, attorneys and representatives, from any and all claims, demands, causes of action, losses, liabilities and damages of any and every nature whatsoever, including attorney's fees, court costs and expenses, known or unknown, which were or could have been asserted in the Litigation or in the Threatened Litigation, including without limitation claims for constitutional or statutory violations, contractual claims, tort claims, retaliation claims, diminution of property value, defamation, and any and all other claims which arise out of or relate to the Park District's Application or the Parking Lot, or any act or omission of any of the Park District Parties, related to or connected with the Application or Parking Lot or alleged to be related to or in furtherance thereof, including without limitation claims that may arise in the future.
- B. Notwithstanding the foregoing, this release shall not release any Park District Party for any defamation claim for any statement published after the date of this Agreement and shall not release the Park District for failure to comply with or fulfill the terms of this Agreement.
- C. By entering into this Agreement, the Needhams and Frederick expressly agree that they will not participate in any capacity in any challenge to, contest or review of the City of Wheaton's decision on the Application, and that they hereby waive their right to participate in any capacity in any challenge, contest or review of the City of Wheaton's decision on the Application in any court or other tribunal (this includes, without limitation, participating as a party or counsel). Notwithstanding the foregoing, nothing herein shall prevent the Needhams or Frederick from fully participating in opposing the Application in the City of Wheaton Planning and Zoning Board hearings or with the Wheaton City Council.
- D. Nothing herein shall prevent the Needhams or Frederick from fully participating in and/or supporting the pending ballot initiative petition drive, seeking to place a referendum on the ballot at the November 5, 2024 election regarding the Application or the Parking Lot, including responding to any

court challenges by the Park District, City of Wheaton, Cosley Foundation, or anyone else relating to the petition drive.

4. Default; Notice.

- A. In the event any party fails to timely complete any of its obligations under this Agreement, that party shall be in default. Upon occurrence of a default, any other party may provide written notice of default via email and First Class United States Mail or national overnight courier as follows:

If to any Park District party:

Wheaton Park District  
Attn: Executive Director  
102 E. Wesley St.  
Wheaton, IL 60187

With a copy to: Phillip A. Luetkehans  
Luetkehans, Brady, Garner & Armstrong, LLC  
105 E. Irving Park Road  
Itasca, IL 60143

If to Needhams or Frederick:

Thomas J. Frederick  
Law Offices of Thomas J. Frederick  
1212 S. Naper Blvd., Suite #119-PMB 231  
Naperville, IL 60540-7349  
(312) 550-5983

- B. The party in default shall have 7 calendar days any action under this Agreement was due, to cure the default (the "Cure Period"). If the party in default fails to cure the default within the Cure Period, the party notifying of the default may take any steps it deems necessary to enforce this Agreement.

5. Non-Admission of Liability; Disputed Claims. The Parties acknowledge and agree that by executing this Agreement, no party admits liability to any other party and that this Agreement represents a compromise and settlement of disputed claims and threatened claims.

6. Understanding of Agreement and Advice of Counsel. The Parties represent and acknowledge that they each understand their right to discuss any and all aspects of this Agreement with their legal counsel, and, to the extent they desire to do so, have availed themselves of that right. The Parties represent and acknowledge that they have carefully read and fully understand all provisions of this Agreement; that they voluntarily enter into this Agreement; and that they have the capacity to enter into this Agreement.

7. No Assignment. The Parties each represent that they have made no assignment of any right, claim, demand, or cause of action that is covered by or created by this Agreement.

8. Choice of Law; Litigation; Attorney's Fees. This Agreement shall be governed by, subject to, and construed in accordance with, the laws of the State of Illinois without regard to conflict of law principles. In the event any party initiates litigation to enforce this Agreement, venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the Parties hereby waive any objection to the jurisdiction of and venue in said court, which the Parties agree is convenient. In the event any Party initiates litigation to enforce or declare rights under this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs from the other(s).

9. Successors. This Agreement and all obligations and rights hereunder shall bind and inure to the benefit of the Parties and their heirs, legal representatives, successors and assigns.

10. Integration; Joint drafting. This Agreement contains the final and entire agreement between the Parties regarding claims that were or could have been asserted regarding the Contract, the Project or the Lien, and supersedes any prior oral or written agreement between the Parties regarding such claims. This Agreement is contractual and not merely a recital. The Parties have jointly drafted this Agreement, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against any of the Parties.

11. Execution in Counterparts. This Agreement may be executed in counterparts and by facsimile, electronic (e.g., pdf) or e-mail signature, each of which shall be deemed binding and all of which together shall constitute one original.

12. No Waiver. No delay or failure on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing, signed by all Parties.

13. Severability. The provisions of this Agreement are severable, and the unenforceability of invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions unenforceable or invalid.

14. Authority. The Parties hereby represent, warrant and agree that the officers or agents executing this Agreement on behalf of each party have the full and unrestricted power, right and authority to enter into this Agreement on behalf of the party and to bind said party according to this Agreement's terms and both parties waive any challenge to this Agreement on the basis of lack of corporate authority to enter into same.

15. Tax consequences. No Party makes any representation to any other Party regarding the tax consequences, if any, of the payment(s) made pursuant to this Agreement. Each Party shall



secure its own advise regarding the tax consequences of the payment(s) made pursuant to this Agreement.

16. No confidentiality. This Agreement is not confidential. The Park District Parties, and any of them, may issue public statements that it and they consider the Litigation and the Threatened Litigation meritless, and that it is entering into this Agreement and making the payment described herein strictly for economic reasons and to focus on the future of the Cosley Zoo. Frederick and the Needhams, and any of them, may issue public statements that they consider the Litigation and the Threatened Litigation meritorious, but that they are entering into this Agreement for economic reasons and so they can focus on defeating the Application and supporting the pending ballot initiative petition drive.

17. Dismissal of Litigation. The Parties agree to enter an agreed order dismissing the Litigation with prejudice, with the court to retain jurisdiction to enforce this Agreement, and with each Party to bear its own attorney’s fees and costs, which order shall be entered not less than seven (7) days after execution of this Agreement by all Parties and Frederick’s receipt of the payment described in paragraph 2.

Executed as of the Effective Date written above:

**Wheaton Park District,  
an Illinois Park District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Kevin Needham**

\_\_\_\_\_  
Kevin Needham

**Christy Needham**

\_\_\_\_\_  
Christy Needham

**Thomas J. Frederick, individually and  
on behalf of the Law Offices of Thomas  
J. Frederick**

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Thomas J. Frederick

Draft

TO: Board of Commissioners  
FROM: Rob Sperl, Director of Parks and Planning  
Steve Hincee, Superintendent of Planning  
THROUGH: Michael Benard, Executive Director  
RE: Arrowhead Golf Clubhouse Roof Top Unit Replacement Project  
DATE: April 3, 2024



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**SUMMARY:**

The roof top units that provide heating and cooling for the Arrowhead Clubhouse have reached the end of their useful life and are ready for replacement. Berg Engineering was contracted to assess the condition, provide recommendations for the replacements, and furnish construction documents for bidding.

Bids were solicited on March 18, 2024 and are to be opened on April 1, 2024. The results are as follows:

XXX has completed several other projects for the district / references checked were positive.

**PREVIOUS COMMITTEE/BOARD ACTION:**

On February 21, 2024, the Board approved a proposal from Berg Engineering for the engineering services in the amount of \$40,000.

**REVENUE OR FUNDING IMPLICATIONS:**

Account: 60-000-000-57-5701-0000	Budget: \$530,000
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**STAKEHOLDER PROCESS:**

Arrowhead staff has been involved throughout this process and has tentatively blocked out dates for the work to occur in October and November.

**LEGAL REVIEW:**

Bidding and contract documents were provided by our legal counsel.

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve a contract with XXX for the Arrowhead Golf Clubhouse Roof Top Unit Replacement (for the base bid and alternates # XXX), in the amount of \$XXX. Additionally, staff requests a 10% contingency for a total of \$XXX.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE: 2024 Manager Truck Replacement

DATE: April 2, 2024



**SUMMARY:**

In November 2023, we requested approval to purchase three Ford Maverick trucks with pricing obtained from local dealers. Despite confirming this pricing the week of the board meeting, when we went to place the orders, we were informed that prices had increased that week and they could not honor the prices provided.

We have restructured our request in the form of a bid that has been sent to local dealers. An addendum was issued to allow for new 2023 to be included as an alternate since they are identical specifications. Bids were due April 2 and we stated that we will place an order with the successful bidder on April 4.

<b>Budget</b>	<b>Existing Vehicle to be Replaced - Description</b>	<b>Haggerty Ford Inc. Base Bid - 2024</b>	<b>Haggerty Ford Inc. Alternate Bid - 2023</b>
\$32,000.00	#1181 2008 Ford Ranger	\$0	\$28,816.00
\$32,000.00	#1182 2008 Ford Ranger	\$0	\$28,816.00
\$36,000.00	#1107 2010 Ford Ranger	\$0	\$28,816.00
<b>Total</b>		<b>\$0</b>	<b>\$86,448.00</b>

Of the six dealers who received the bid specifications, only Haggerty Ford submitted a bid and they only provided figures for the alternate bid. These are vehicles they currently have in their possession and have indicated they could be delivered within five days.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The board has approved pricing provided in November 2023. For reference, below is the price summary provided at that time.

<b>Budget</b>	<b>Description</b>	<b>Willowbrook Ford</b>	<b>Fair Oaks Ford</b>	<b>Haggerty Ford</b>
\$32,000.00	#1181 2008 Ford Ranger	\$27,575.26	\$27,845.00	\$31,750.00
\$32,000.00	#1182 2008 Ford Ranger	\$27,575.26	\$27,845.00	\$31,750.00
\$36,000.00	#1107 2010 Ford Ranger	\$27,575.26	\$27,845.00	\$31,750.00

When we went to place the order with Willowbrook in November, they indicated the price had increased to \$28,958.26 per vehicle.

**REVENUE OR FUNDING IMPLICATIONS:**

\$100,000 was included in the 2024 Capital Budget 10-101-000-57-5706-0000 according to the line items identified above.

**STAKEHOLDER PROCESS:**

Not applicable.

**LEGAL REVIEW:**

Not applicable.

**ATTACHMENTS:**

Not applicable.

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

Staff recommends the Board of Commissioners approve the purchase of three 2023 Ford Maverick Trucks through Haggerty Ford Inc. at a unit price of \$28,816.00 each, for a total price of \$86,448.00.



**TO: Board of Commissioners**  
**FROM: Daniel Novak, Director of Athletics & Facilities**  
**Carolyn Wilkin, Special Event Manager**  
**THROUGH: Michael Benard, Executive Director**  
**RE: Cream of Wheaton 2024 Concessions Purchase**  
**DATE: April 3, 2024**

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**SUMMARY**

Staff seeks board approval for the purchase of Cream of Wheaton Beer Garden concessions. The Beer Garden concessions, including beer and RTDs (Ready to Drink), i.e. seltzers, are purchased through Euclid Beverage. Previously, product was purchased in two orders: one primary order and a smaller, secondary order (placed based on consumption).

For 2024, we are looking to place one larger/combined order and have a second trailer on-site at the event for storage, to refill the Beer Garden trailer as needed. The proposed invoice is based on strong concessions sales in 2023. Any unopened product can be returned after the event.

The final order will be placed in May and is subject to product availability.

**PREVIOUS COMMITTEE/BOARD ACTION:**

Board action/approval was not previously necessary.

**REVENUE OR FUNDING IMPLICATIONS:**

Cream of Wheaton is included in the Wheaton Park District Special Event Operational Budgets and event revenue will be generated through sponsorships, carnival ticket sales, as well as Beer Garden beverage sales (\$68,997.41 in 2023).

**ATTACHMENTS:**

Proposed invoice from Euclid Beverage.

**RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioners approve the proposed Cream of Wheaton Concessions invoice from Euclid Beverage at a total cost not to exceed \$27,000.



**Euclid Beverage LLC**  
 200 Overland Dr  
 North Aurora, IL  
 (630) 801-2337  
 euclidbeverage.com

**(FEST) WHEATON - PARK DIST ARROWHE**

(FEST): 225 KARLSKOGE AVE  
 26W151 BUTTERFIELD RD  
 WHEATON, IL 60187  
 4C0093719

Cash/Check NA

Date	Invoice	Load Sheet	Vendor	PO Number	Route	Customer	Deliveryman	Salesman	
5/31/2024	W-3901197	273883			RT 93 NA FRI	1960	mcanales	mcanales	
ID	QTY	PRODUCT			PRICE	DEP	DISC	NET	TOTAL
997111	1	Inv. Service Charge			\$8.00			\$8.00	\$8.00
274	2	TRAILER RENTAL FEE - 4 days			\$225.00			\$225.00	\$450.00
6001	12	TUBS			\$10.00			\$10.00	\$120.00
794152	20	REV ANTI HERO 1/2 BBL			\$186.00	\$30.00		\$186.00	\$4,320.00
445152	20	SA SUMMER ALE 1/2 BBL			\$186.00	\$30.00	\$12.00	\$174.00	\$4,080.00
43152	24	LEIN SUMMER SHNDY 1/2 BBL			\$168.00	\$30.00	\$12.00	\$156.00	\$4,464.00
433	28	PLASTIC CUPS 16z - Boelter (qty 1000)			\$90.00			\$90.00	\$2,520.00
309152	36	COORS LT 1/2 BBL			\$120.00	\$30.00	\$12.00	\$108.00	\$4,968.00
8952350	60	WHITE CLAW BLK CHRY 12CN			\$33.70			\$33.70	\$2,022.00
8994301	60	WHITE CLAW RTD VS PINEAPL 4CN 12z			\$54.00			\$54.00	\$3,240.00
7	248 0: Beer 1,685 Gallons   2: 14%-20% 135 Gallons					\$3,000.00	\$960.00		

<b>Sub Total</b>	\$26,192.00
<b>Total</b>	\$26,192.00

**X**

Received By Signature

Printed Name

Delivery Rep Signature

\$0.00  
 Received

Check Number



TO: Board of Commissioners  
FROM: Mike Benard, Executive Director  
THROUGH: Margie Wilhelmi, Director of Marketing  
Kaitlin Lizik, Annual Giving & Events Manager  
Carolyn Wilkin, Special Event Manager  
RE: 2024 Events  
DATE: April 1, 2024

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**SUMMARY:** Staff seeks the board’s approval to serve liquor including beer, wine, and RTDs (Ready to Drink, i.e. seltzers) at Cosley Zoo and Memorial Park for the following special events:

- **Cosley Zoo Uncorked Wine Event: Thursday, July 11**
- **Northwestern Medicine Memorial Park Rental: Saturday, August 10**
- **Cosley Zoo Woodland Wonder Gala Event: Saturday, September 7**

**Uncorked Wine Event 2024**

The wine event is scheduled for Thursday, July 11. Wine sampling will be available within the footprint of the zoo. It is a ticketed event for adults 21+.

**Northwestern Medicine Memorial Park Rental 2024**

Northwestern Medicine has rented Memorial Park for their staff picnic for several years, including 2022 and 2023. Arrowhead will handle the beer and wine sales for this event between the hours of 12 and 4 pm on Saturday, August 10.

**Woodland Wonder Gala 2024**

The gala is scheduled for Saturday, September 7. Alcohol service will be available in two locations within the footprint of the zoo – the cocktail hour tent and the dinner tent. It is a ticketed event, which includes bar service for adults 21+. There will be no additional alcohol purchases at the event.

**REVENUE IMPLICATIONS**

Concessions at the Northwestern Medicine Memorial Park Rental will be included in the rental fee. At Uncorked and Woodland Wonder, tickets will be purchased in advance via a ticketing site. All sampling and bars will be distributed through controlled areas.

**ATTACHMENTS:**

- (1) Map of Uncorked Layout
- (2) Map of Projected Plan for Northwestern Medicine Memorial Park Rental
- (3) Map of Proposed Gala layout

**RECOMMENDATION:** Staff seeks board approval to serve alcohol within the fenced perimeter of Cosley Zoo for two 2024 special events: Uncorked Wine Event and Woodland Wonder Gala and fenced perimeter of Memorial Park for the Northwestern Medicine Memorial Park Rental.

# Uncorked



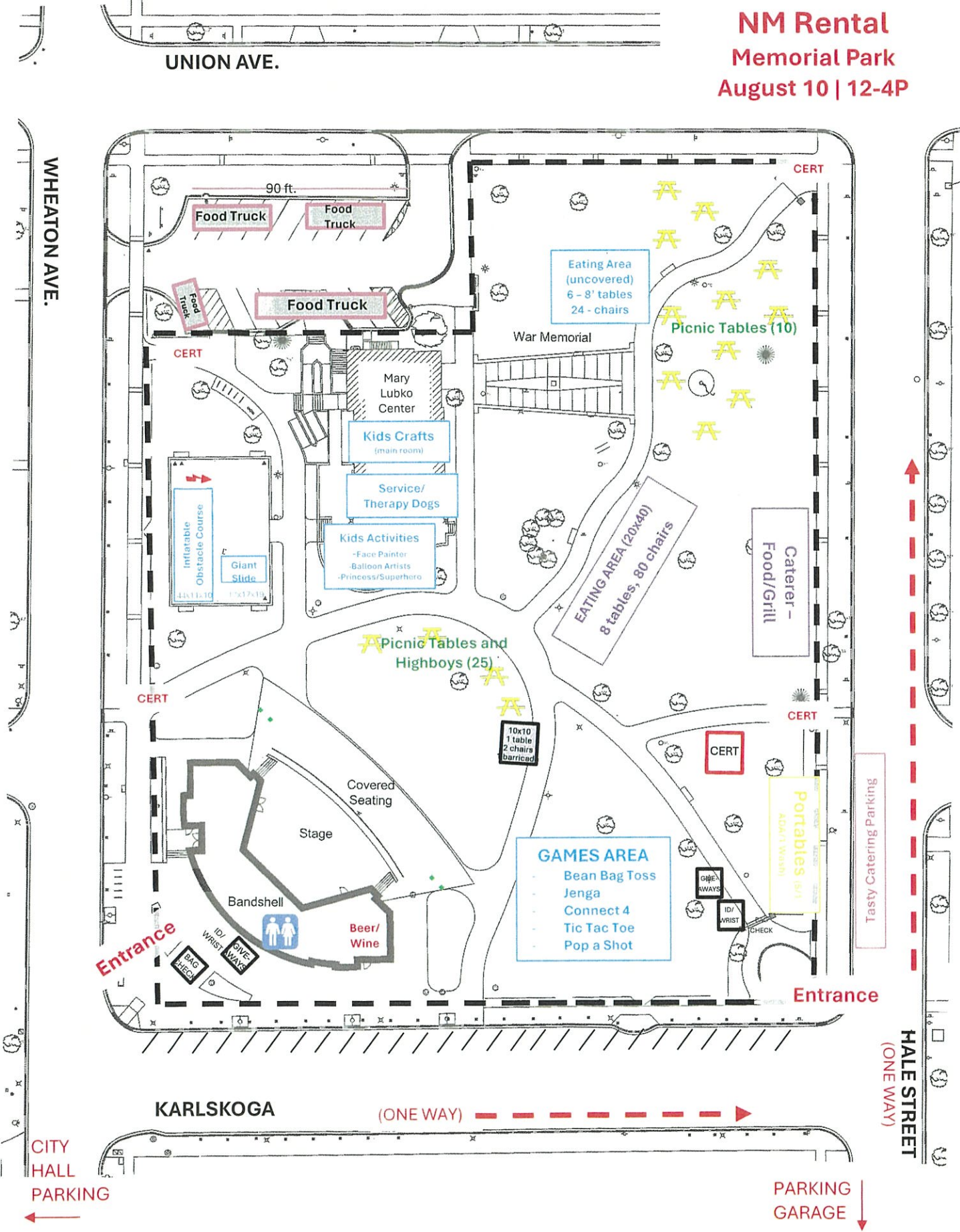
July 11, 2024

## Event Map

### Wine Tasting Stations 1 - 11

- |                          |                         |                      |                    |
|--------------------------|-------------------------|----------------------|--------------------|
| 1 Mendocino Wine Company | 2 Romano Imports        | 3 Lange Twins Winery | 4 More Than Grapes |
| 5 Long Sepulveda Wines   | 6 Gonzales Byass USA    | 7 Tri-Vin Imports    | 8 Opici Wines      |
| 9 Wein-Bauer             | 10 Quintessential Wines | 11 Rodina Wines      |                    |

**NM Rental  
Memorial Park  
August 10 | 12-4P**



Gala

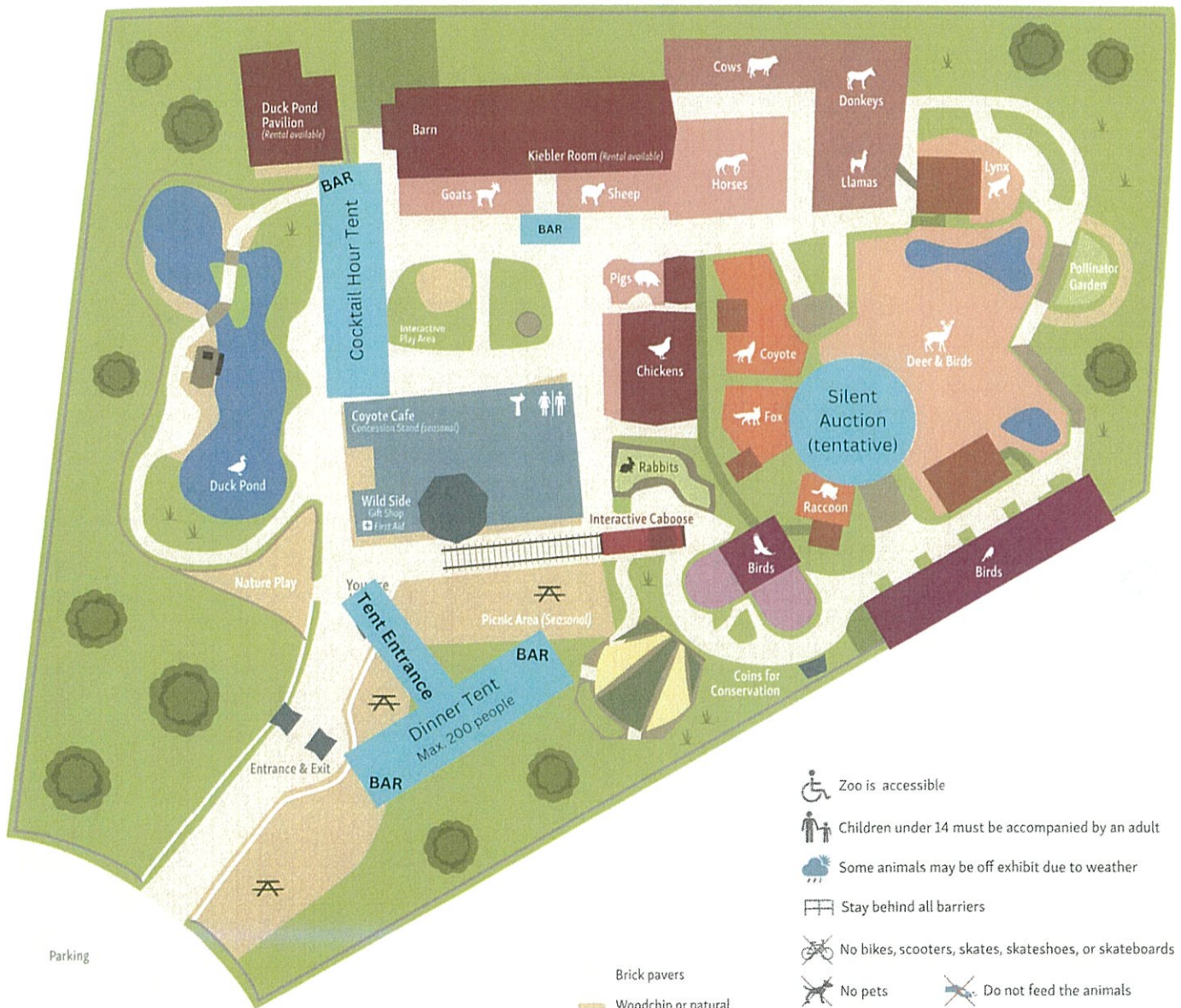
# WOODLAND WONDER

COSLEY ZOO GALA

September 7, 2024 | 5:30 - 10P

Location: Cosley Zoo

## Event Layout



ZOO MAP



TO: Board of Commissioners  
 FROM: Andy Bendy, Director of Special Facilities  
 THROUGH: Michael Benard, Executive Director  
 RE: Arrowhead Temp Service Agreement  
 DATE: April 3, 2024

**SUMMARY:**

To maintain the exceptional customer service that Arrowhead provides, having a temporary service agreement in place allows Arrowhead to fill in the call offs and no shows during the busy season. Our current temp staffing agreement is set to expire in May 2024. Arrowhead has used temporary staffing services to fill vacancies in the kitchen and dish room on an as needed basis. Staff requested proposals from three vendors including hourly rates for dishwashers, prep cooks, line cooks and banquet servers.

	Dishwashers	Dish/Prep	Cook #1	Cook #2	Banquet Server
<b>Arrowhead - starting wage</b>	\$ 17.00	\$ 18.00	\$ 19.00	\$ 21.00	\$ 15.00
Pro Staffing	\$ 24.31	\$ 25.74	\$ 27.17	\$ 30.03	\$ 22.88
All-Team Staffing	\$ 26.40	\$ 26.40	\$ 32.99	\$ 32.99	\$ 31.99
Total Staffing	\$ 23.08	X	X	X	X

In 2023, management was pleased with the level of professionalism and work ethics provided by Pro Staffing employees and its management team.

**FUNDING/EXPENSE IMPLICATIONS:**

Funds have been budgeted in the Food and Beverage Contractual Other Account: 60-612-000-52-5210-0000. Below is a chart that reflects the three-year history for temporary services provided at Arrowhead.

	2023	2022	2021
Hourly Rate	\$22.88*	\$22.88*	\$22.88*
Total Hours	1,338	1,251	1,207
Total Expense	\$30,607	\$28,615	\$27,627

\*The last three years staff only used temporary dishwashers

**PREVIOUS BOARD ACTION:**

At the July 2021 board meeting the Wheaton Park District Board of Commissioners approved utilizing temporary staffing at Arrowhead Golf Club.

**LEGAL REVIEW:**

1. The Pro Staffing Agreement is currently being reviewed by our legal counsel.
2. A formal bid process is not required by law for a service of this type per legal counsel:

*This contract is exempt from competitive bidding (contracts that are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part (70 ILCS 1205/8-1(c)).*

**ATTACHMENTS:**

Three Quotes from Pro Staffing, All Team Staffing and Total Staffing

**RECOMMENDATION:**

Staff seeks the Board of Commissioners' approval of a new three-year agreement with Pro Staffing.



Pro Staffing Inc.

Arrowhead Golf Club
Sean Patrick Curry
26W151 Butterfield Rd Wheaton,
IL. 60189

Per our conversation Pro Staffing Inc. will provide specialized sourcing, recruiting, on a Temp to Hire, Direct Hire basis and also Payroll Services to Arrowhead Golf Club.

Our commitment to you as follows:

- Pro Staffing Inc. employs qualified candidates without regard to race, color, religion, national origin, sex, sexual orientation, age or physical handicap.
Our fees and bill rates cover the following expenses: employee's payroll; all Federal, State and Local payroll Taxes; Workers' compensation; unemployment insurance; E-verify; interviewing and testing applicant; reference checks; recruiting and advertising cost.
We shall submit our candidates to Arrowhead Golf Club, for temporary assignments. In exchange for our services Arrowhead Golf Club agree to pay us in accordance with our schedule of hourly bill rate for temporary employees and a flat fee for Direct Hire placements as outlined below.
Any changes in job duties from those for which our employee was initially placed must be agreed upon in writing. If you make a change without our written consent you then agree to reimburse us for any additional cost we may incur including, without limitation, the increased cost of insurance premiums for workers' compensation coverage.
Pro Staffing Inc. will bill Arrowhead Golf Club for at least four (4) hours for each day the employee shows up for work if it is not canceled at least a day before their starting shift
You warrant that the signature on the time card; fax or time ticket or e-mail certifies that the hours worked are correct and acceptable for billing purposes, and that the work was performed in a satisfactory manner.
If you decide to hire any of the Pro Staffing Inc. employees before the 90 working days. Who had been referred, interviewed or assigned for Arrowhead Golf Club. You need our written consent, otherwise there will be a placement fee equal to 25% of the effective annual salary starting at the date of your hiring contract. This obligation continues for 365 days from the day we presented the candidate or the last day the employee was on our payroll.
There will be no fees if the employee is hired after 90 working days.

Temp to Hire:

Table with 3 columns: Position, Pay Rate, and Bill Rate. Rows include Kitchen (Dishwasher, Dishwasher/Prep, Cook #1, Cook #2) and Restaurant (Servers, Bartender, Bussers/Food Runners, Hostesses).

After first year of employment staff's hourly rate will increase \$1.00 the following year
Once that increase takes effect, the hourly rate is frozen (\$11.00 per hour) until an increase of min wage of over \$15.00



Pro Staffing Inc.

Banquets	Pay Rate	Bill Rate
Servers		
No experience	\$15.00	\$21.45
1 year	\$16.00	\$22.88
2-3 years	\$17.00	\$24.31
3-4 years	\$18.00	\$25.74
5-7 years	\$19.00	\$27.17
8+ years	\$20.00	\$28.60

Terms and Conditions:

- Payment is due upon received of invoice. Direct Hire placement invoice are submitted on the start date of the candidate.
- Temporary and consulting services are processed weekly and are generated from the employee's time card or Email. If it becomes necessary to file suit for collection purposes, attorney's fees shall be paid to the prevailing party. Any amount not paid within 30 days of the due date shall be subject to a finance charge of 2.5% per month (18% per annum)

Sign: \_\_\_\_\_

Sean Patrick Curry  
Arrowhead Golf Club

Date \_\_\_\_\_

Sign: Edgar Hernandez

Pro Staffing Service, Inc.

Date: 02/20/24



## Schedule A - Billing Rates and Conversions

1. Client shall be billed the following hourly rates for each position listed:

Banquet Captain \$34.99

Banquet Server \$31.99

Bartender \$31.99

Chef \$39.99

Sous Chef \$34.99

Line Cook \$32.99

Food Runner \$28.90

Dish/Utility \$26.40

Unlisted positions will be negotiated prior to the assignment or event.

2. Client may only hire directly, with no additional fee, any employee who has completed 520 hours, within a 6-month period.
3. Should Client wish to convert an employee prior to completion of the 520 hours, the conversion fee shall be calculated as follows:

- Current bill rate multiplied by 100, divided by 520 for a conversion rate per hour. Multiply the conversion rate per hour by the difference between 520 hours and the actual hours worked. (Ex. employee works 200 hours prior to conversion at a bill rate of \$20.00 per hour. The conversion fee will be calculated as \$20.00 (bill rate) x 100, divided by 520 hours; equals \$3.85 per hour. Multiply the \$3.85 per hour by the remaining 320 hours (520 hours less 200 hours worked) for a total conversion fee of \$1,232.

Client shall notify All Team the week prior to converting an employee.

4. These rates will remain in effect for a period of six (6) months from the effective date, and are subject to change after that time, with Client written approval.



**Kim Prazak**

---

**Subject:** FW: Arrowhead golf course

Hi Sean,

Here you go:

1. We would complete E-Verify on all employees.
2. The pay rate would be \$17.00/hour and the bill rate would be \$23.80. This covers all FICA, FUTA, SUTA, Workman's comp.

Please let me know if you have any additional questions.

Thank you!  
Nancy



Celebrating 25 Years  
Of Staffing Success!

**Nancy A. Nesti**  
*Workforce Solutions Partner*  
*Total Staffing Solutions, Inc.*  
Mobile: 630-965-2968  
[www.4tssi.com](http://www.4tssi.com)



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Parking Lot Repaving – Change Order #3

DATE: April 3, 2024



**SUMMARY:**

The Community Center parking lot includes four EV chargers. Due to supply issues, the specified EV charger is no longer available. Staff have worked with the engineer and the contractor to find some alternative solutions. Tesla’s level 2 Universal charger is the most cost effective option at a cost of \$900 over the original product.

Staff also requested pricing for replacement of a section of concrete sidewalk near the front entrance of the Community Center. This was not included in the original scope of work but has shifted over the winter and we are recommending replacement to match the other work. The cost is an additional \$3,420.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The original contract with Abbey Paving was approved at the June 21, 2023 board meeting, along with a 10% contingency for this project. Change Orders 1 & 2 were approved as noted below.

**REVENUE OR FUNDING IMPLICATIONS:**

The original contract	\$1,669,010.00	Approved 6/21/23
Change Order #1	\$9,886.10	Approved 9/20/23
Change Order #2	\$4,617.00	Approved /23
Change Order #3	\$4,320.00	Current Recommendation
<b>Total</b>	<b>\$1,687,833.10</b>	\$148,077.90 contingency remaining

An additional cost for an internet connection will be necessary to enable functionality for usage fee.

The cost of electricity to the four charging stations if they were all used during our operating hours would be estimated at less than \$30/day at current rates. A more likely cost would be half of this amount. These calculations are provided in the attached correspondence with our engineer.

**STAKEHOLDER PROCESS:**

Our engineer reviewed this issue and recommended proceeding. Community Center staff continues to be involved through the construction process.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Abbey quotes

Wight Correspondence regarding EV options and costs

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners approve Change Order #3 in the amount of a \$4,320 with Abbey Paving.



1949 County Line Road · Aurora, IL 60502  
630.585.7220 · f. 630.585.7216

March 27, 2024

Wight & Company  
2500 N. Frontage Rd.  
Darien, IL 60561

Attn: David Evans and Steve Hinchee

Re: Wheaton Park District Community Center Parking Lot

David and Steve,

Below you will find the costs associated with removing and replacing appx. 260 sf of sidewalk at the main entrance to the Community Center building.

Please let me know if you require any additional information.

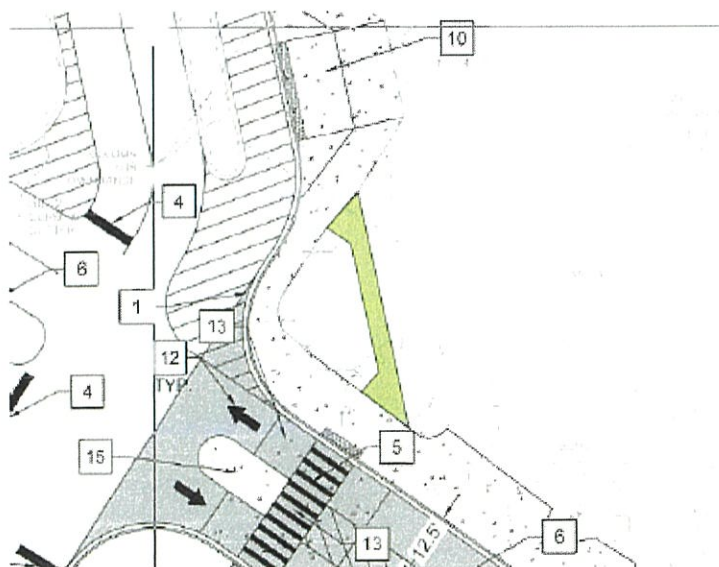
Sincerely,

Mark Luedtke

Cost - \$3,420.00







Includes:

- Remove and replace appx. 260 sf of 5" thick sidewalk






## EV Charger Pricing

 Mark A. Luedtke <markl@abbey-paving.com>  
To 'Evans, David'; ● Steve Hinchee  
Cc 'Matt Lippe'

  Reply  Reply All  Forward   Tue 3/19/2024 1:14 PM



 Reply all with PDFs shared as Adobe link   

David and Steve,

Please see attached cut sheets for the Tesla and Leviton chargers. Here are the different pricing options and specifications for you to consider.

To install 4 Tesla chargers this will be an add of \$990.00. We can install these on the existing bases that we have (2 chargers per pedestal) and our existing conduit and wire should be good as well. The problem with these chargers is that they don't offer a customer pay option. That would require a "Super Charger" that apparently is a lot more expensive and would require a much bigger feed.

To install 4 Leviton EV48G chargers would be an add of \$2,750.00

To install 4 Leviton EV Series Pro would be an add of \$3,400.00

The Levitons can be installed on our existing bases (2 chargers per base) and our existing conduit and wire should be good. Also attached is the software subscription packages that the owner would set up and subscribe to.

If you guys decide which model you want to go with, I will then write a formal change order. Also, are you still wanting to install the EV contactor and time clock that we priced to you last year?

I have copied my electrical sub, Matt Lippe on this email. Feel free to reply to he and I if you have any questions or need any additional information.

Thank you

Mark A. Luedtke – Project Manager  
State of Illinois Professional Land Surveyor

**ABBHEY**

1949 County Line Road  
Aurora, IL 60502  
O:630-585-7220  
C:630-417-0153



## **MEMORANDUM**

PROJECT NAME: Community Center Parking Lot EV Chargers  
CLIENT: Wheaton Park District  
WIGHT PROJECT NO.: 220282  
DATE: March 5, 2024  
FROM: Shawn Benson, Wight & Company (Wight)

### OVERVIEW:

Below is a summary of the EV charger options. Pricing has not been received at this time from Abbey Paving and Palos Electric regarding the additional scope / cost regarding the Tesla or Leviton options below. Wight will update memo once information is received from the GC.

### ITEMS:

#### Juicebar EV Chargers (what was specified in bid documents)

- Company is going out of business. Chargers not available
- These had dual cord models, so only 2 units were required to accommodate 4 spaces
- Can mount 2 units per pedestal
- 32 A breaker required
- Revenue capability was not accommodated w/ design (ethernet & Cell capabilities)

#### Tesla Chargers

- Single Cord units only, so 4 chargers will be required
- Can mount 2 units per pedestal
- Upgraded power required to accommodate 48A amperage and 60 A breaker
- WiFi is required for each unit to collect revenue.
- Ability to charge per use.

#### Leviton 48G or Leviton 48S

- 48G and 48S are the same, with the 48G having a standard face and the 48S having a LED Status Screen.
- Single Cord units only, so 4 chargers will be required.
- Can mount 2 units per pedestal
- Upgraded power required to accommodate 48A amperage and 60 A breaker
- Units utilize a cellular network built into units (no wifi required). Each unit needs a yearly subscription. 3 levels of subscription Starter, Core and Pro. The prices are \$175, \$250, and \$350 per year respectively. You would need either the Core or Pro to collect revenue from people using the stations.

Awaiting Feedback from Abbey Paving and Palos Electric regarding cost changes, scope changes, etc. for the change in charger and confirm options for revenue collection. Wight electrical engineers have indicated that the current design has (4) 1 inch conduits running to the pedestals with 2#8AWG conductors plus a #8 ground. If the new chargers require a 60A breaker the wires will need to be upsized to #6's. We believe we can run both circuits in 1 of the conduits for each pedestal, which would free up the other 1-inch conduit for low voltage if necessary. If low voltage is required, we would need to work with IT room location in the building, available space on panels, and what type of cabling is needed (Cat6, Cat6a, etc.).

RE: Wheaton CC - EV Chargers



Benson, Shawn <sbenson@wightco.com>

To Steve Hinchee

Cc Rob Sperl; Evans, David



Reply



Reply All



Forward



Thu 3/7/2024 12:47 PM

There will be a lot of assumptions in the calculation. Level 2 charger power range from 3 kW to 22 kW, the best source I can find is from EERE stats "Most electric vehicles charging at home on a 240-volt level 2 charger will draw about 7,200 watts or less." (<https://www.energy.gov/eere/vehicles/articles/fact-995-september-18-2017-electric-vehicle-charging-home-typically-draws#:~:text=Most%20electric%20vehicles%20charging%20at,water%20heater%20uses%204%2C500%20watts.>)

$7.2 \text{ kW} \times 4 \times 9 \text{ hr/day} \times 0.1132 \text{ \$/kWh} \times 365 \text{ days/yr} = \$10709.6 / \text{year}$

But of course this is a very ideal calculation, meaning the charger is working all the time, which is not true. Most people will just leave the car there, they will not move their car right after it's fully charged and plug a new car into it.

So here is another more realistic calculation.

Tesla Model 3 capacity is 57.5 kWh. Assuming on average 4 model 3 arrive the charging station with half battery, and they will park in the charging spot for full day. The calculation becomes:

$57.5 \text{ kWh} \times 0.5 \times 4 \times 365 \text{ days/yr} \times 0.1132 \text{ \$/kWh} = \$4751.57 / \text{year}$

This result is heavily dependent on occupancy behavior.

Shawn Benson, PE, LEED AP  
Director of Land Development

Wight & Company

2500 North Frontage Road

Darien, IL 60561

630.969.7000 | d 630.739.6943 | m 630.442.2887 | f 630.969.7979

[www.wightco.com](http://www.wightco.com)



Wight

1939-2024

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Phase 2 Interiors – Change Order #4

DATE: April 3, 2024



**SUMMARY:**

Work on the Community Center phase 2 interiors is underway. Several small changes have been recommended.

CR16	Changes to ductwork to eliminate conflicts w/ ceiling	\$3,019.16
CR18	Prep surface for tile in spa area (T&M)	Est. \$4,854.15
CR22	Floor leveling under wood floor in Zone (T&M)	Est. \$8,384.25
CR24	Additional IT cabling for locks and future camera	\$2,117.55
CR25	Block wall patching in women’s locker room	\$616.35
CR26	Locker room floor leveling	\$11,374.65
	<b>Total Change</b>	<b>\$30,366.11</b>

**PREVIOUS COMMITTEE/BOARD ACTION:**

The original contract with Stuckey Construction was approved at the August 14, 2023 board meeting, along with a 10% contingency for this project. Change order 1, 2 & 3 were approved as noted below.

**REVENUE OR FUNDING IMPLICATIONS:**

The original contract	\$3,945,000.00	Approved August 14, 2023
Change Order #1	\$12,003.56	Approved November 29, 2023
Change Order #2	\$30,843.89	Approved January 17, 2024
Change Order #3	\$(68,112.52)	Approved March 20, 2024
Change Order #4	\$30,366.11	Current Recommendation
<b>Total</b>	<b>\$3,950,101.04</b>	\$389,398.96 contingency remaining

**STAKEHOLDER PROCESS:**

Our architect reviewed these changes and recommended approving them. Community Center staff continues to be involved throughout the construction process.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Williams recommendation letter - pending  
Stuckey quotes



**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners approve Change Order #4 in the amount of a \$30,366.11 Stuckey Construction.



2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph : (847)338-8575

**Change Request**

To: Scott Morlock  
Williams Architects  
500 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 16  
Date: 2/5/24  
Job: 23-067 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: Duct rework for avoiding ceiling clouds per field report 022

We are pleased to offer the following specifications and pricing to make the following changes:

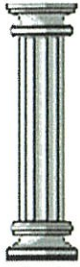
MG mechanical- See attached (\$2,875.39)  
SCC:\$143.77  
Total:\$3,019.16

The total amount to provide this work is ..... \$3,019.16

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



MG Mechanical Contracting, Inc.  
 1513 Lamb Road  
 Woodstock IL 60098

## CHANGE ORDER REQUEST

ORDER 6  
 ORDER DATE 03/13/2024  
 ORDERED BY 409 Michael Kollasch  
 CUSTOMER ORDER

TO Stuckey Construction  
 2020 N. Lewis Ave.  
 Waukegan IL 60087-4722  
 Attn: Paul Stuckey

PROJECT 180  
 Wheaton PD-Community Center PH2  
 1777 S. Blanchard St.  
 Wheaton IL 60189

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

PLANS ATTACHED   
 SPECIFICATIONS ATTACHED

Description of Work	Cost	Overhead	Profit	Price
Demo - 4.00 hrs @ \$125.96	503.84			503.84
Credit Fab Labor - -5.51 hrs @ \$125.96	-694.08			-694.08
New Fab Labor - 14.76 hrs @ \$125.96	1,858.88			1,858.88
Credit Install Labor - -24.08 hrs @ \$125.96	-3,033.62			-3,033.62
New Install Labor - 28.20 hrs @ \$125.96	3,552.58			3,552.58
Credit Duct Material	-1,995.91			-1,995.91
New Duct Material	1,865.17			1,865.17
Credit GRD				
THIS CHANGE ELIMINATES 6 GRDs. WE CANNOT RETURN AND WILL GIVE YOU THEM FOR ATTIC STOCK.				
(4) New GRDs	450.00			450.00
OH&P @ 15%				368.53

**Notes**

This change order does not include creating openings in walls for new duct and diffusers.

**CONDITIONS:** After 15 days this quotation is void and subject to revision. This change proposal is based solely on direct cost elements such as labor, material and normal or contractually stipulated markups and does not include any amounts for changes in sequence of work, delays, disruption, rescheduling, extended overhead or impact cost. It is not possible to access any related impacts and costs at the present time and therefore all rights are expressly reserved to make claim for any and all such cost prior to final settlement of the contract. This proposal assumes and is based upon issuance of an executed change order in a timely manner such that work can be billed within the next billing cycle. No work will begin without executed change order.

Negative changes will lower the overall contract price requiring no additional payment by owner. *Requested Amount of Change* 2,875.39

The original Contract Sum was.....	207,000.00
Net change by previous Change Orders .....	5,951.07
The Contract Sum prior to this Change Order .....	212,951.07
The Contract Sum will be changed by this Change Order .....	2,875.39
The new Contract Sum including this Change Order will be.....	215,826.46
The Contract Time will be changed by.....	0 Days

Approved \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

Contractor \_\_\_\_\_ Owner \_\_\_\_\_

CR # 18

Prep surface for tile in spa area

Pending T&M

CR # 22

Floor leveling under wood floor in Zone

Pending T&M

*Change Request*

To: Scott Morlock  
Williams Architects  
500 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 24  
Date: 2/27/24  
Job: 23-067 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: TSK 2-14-24 Cabling request

We are pleased to offer the following specifications and pricing to make the following changes:

Kellenberger (see attached) : \$1,649  
SCC Demolition/Create Chase: \$ (3) hrs: \$351  
SUBCONTRACTOR WORK 5% OH&P:\$82.45  
SCC WORK 10% OH&P:\$35.10

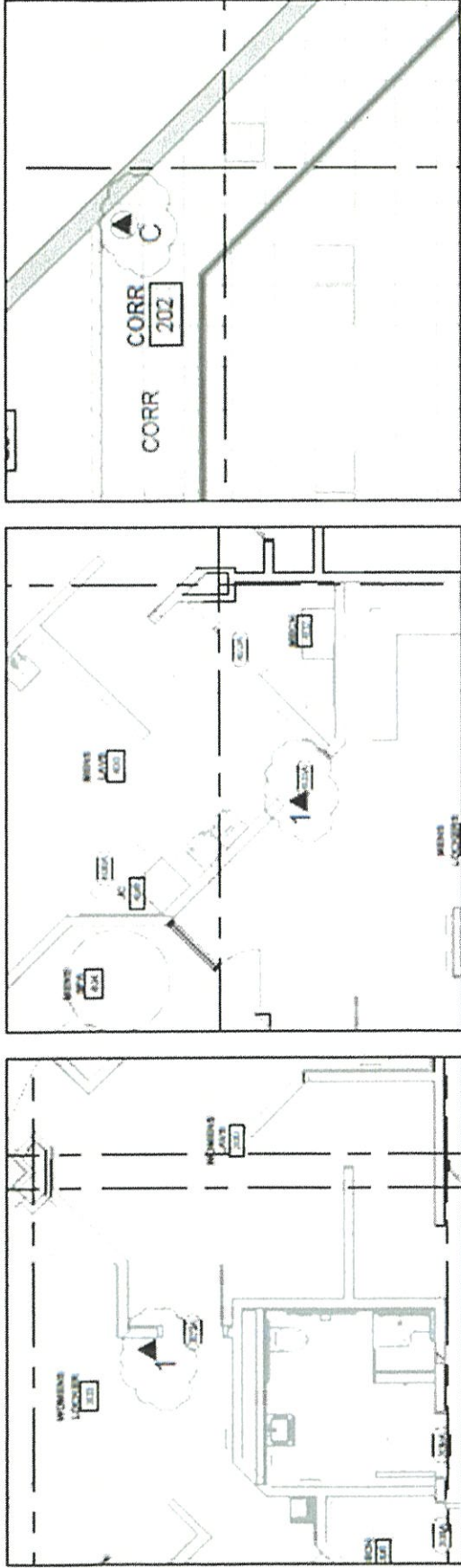
Total:\$2,117.55

The total amount to provide this work is ..... \$2,117.55

If you have any questions, please contact me at .

Submitted by: Brian Andrews


Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



FURNISH AND INSTALL THREE (3) ADDITIONAL DATA OUTLET LOCATIONS, EACH CONSISTING OF A SINGLE DATA JACK.

- AT LOCKER ROOM ENTRANCES, INSTALL ABOVE FINISHED CEILING BY INSIDE OF DOOR HEADER TO ACCOMMODATE A DATA CONNECTION FOR ACCESS CONTROL DEVICE (FURNISHED AND INSTALLED BY OTHERS). CONFIRM EXACT LOCATION WITH OWNER BEFORE INSTALLATION.
- IN CORRIDOR 202, A NEW (FUTURE) CAMERA LOCATION. CAMERA FURNISHED AND INSTALLED BY OWNER.

COMPLY WITH PROJECT SPECIFICATIONS FOR INSTALLATION.

COPYRIGHT 2024 SENTINEL TECHNOLOGIES, INC.	
ADDITIONAL DATA OUTLETS	TSK021424
WHEATON PARK DISTRICT	1/8" = 1' - 0"
COMMUNITY CENTER RENOVATION	2/14/2024
 <b>SENTINEL</b>	



Change Order  
CO 2376.010

GC: Stuckey Const.  
ATTN: Chad Nate

Date: 2/27/2024  
Job Name: Wheaton PD Phase 2

PM: Sam Odom

You are hereby authorized to perform the following specifically described work:

TSK 2-14-24

Furnish & install the following:

1. (3) Category 6 cables to (3) 1D locations.
2. (3) Category 6 jacks, and (3) surface mount boxes.
3. Test & certify (3) Category 6 cables.

No rough in on walls included

<u>Estimate</u>	<u>Amount</u>
Materials	\$ 25.00
Voice / Data	\$ 1,470.00
Profit & Overhead	\$ 154.00

TOTAL THIS CHANGE ORDER: \$ 1,649.00

Date \_\_\_\_\_ Authorizing Signature Tim Kellenberger

We hereby agree to furnish labor and materials-complete in accordance with above specifications, at above stated price

**PLEASE SIGN AND RETURN ONE COPY**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.  
Note: This revision becomes part of, and in conformance with, the existing contract.





**CHANGE ORDER**

CO1717 02 TSK 21

To: Kellenberger Electric  
Attn: Sam Odom

February 26, 2024

RE: Wheaton Park District

You are hereby authorized to perform the following specifically described additional work:

Scope of Work

Furnish & install the following:

1. (3) Category 6 cables to (3) 1D locations.
2. (3) Category 6 jacks, and (3) surface mount boxes.
3. Test & certify (3) Category 6 cables.

TOTAL COST \$1,470.00

Date February 26, 2024 Authorizing Signature *Zach Cox*  
 We hereby agree to furnish labor and materials-complete in accordance with above specifications, at above stated price.

PLEASE SIGN AND RETURN ONE COPY

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Note: This revision becomes part of, and in conformance with, the existing contract.



2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph : (847)336-6575

**Change Request**

To: Scott Morlock  
Williams Architects  
500 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 25  
Date: 3/5/24  
Job: 23-087 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: Added masonry wall patch JC301

We are pleased to offer the following specifications and pricing to make the following changes:

JAC masonry ticket (see attached) \$587

SOC: \$29.35

Total: \$616.35

The total amount to provide this work is ..... \$616.35

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



**JAC MASONRY**

Phone (847) 265-2300 x 205  
 Fax (847) 265-9259

E-mail: @jacmasonry.com  
 www.jacmasonry.com

Sent to GC  
 Accounting  
 Status

To: Stuckey Construction  
 Attn: Brian Andrews  
 Project: Wheaton Park District Community Center

Date: 3/1/2024  
 Phone: 847-336-8575  
 Fax:  
 E-Mail: brian@stuckeyconstruction.com

# Change Order Request

**23043-02**

Description: (Per Time & Material Report dated 2/23/24) Cut opening bigger and in-fill with block

Scope of Work Description	Materials			Labor			Equipment			Total Cost		
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type		# Hrs.	Rate
Foreman Hours						124.14	2.00	\$ 248.28				\$ -
Bricklayer Hours						116.64		\$ -				\$ -
Labor Hours						110.17	2.00	\$ 220.34				\$ -
Superintendent						131.52		\$ -				\$ -
8" CMU	ea	4		\$ 2.10	\$ 8.40							\$ 8.40
Mortar	cf	1		\$ 7.50	\$ 7.50							\$ 7.50
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
												\$ -
Saw					\$ -		1.0	\$ 25.00	\$ 25.00			\$ 25.00
					\$ -			\$ -				\$ -
<b>Subtotals</b>					\$ 16		4.0	\$ 469		1.0		\$ 25
												\$ 510
												\$ 77
												\$ 587

Signature: \_\_\_\_\_ Name



2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph: (847)336-8575

**Change Request**

To: Scott Morlock  
Williams Architects  
600 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 26  
Date: 3/19/24  
Job: 23-087 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: Floor Leveling at locker rooms

We are pleased to offer the following specifications and pricing to make the following changes:

Douglas floor: See attached: \$10,833  
SCC:5%: \$541.65

Total: \$11,374.65

The total amount to provide this work is ..... \$11,374.65

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



200 Alder Drive  
North Aurora, IL 60542

Phone: (630) 892-8620 Fax: (630) 630-897-8387

Date: 3/19/2024

Billing Name: Stuckey Construction  
Address:  
City, State, Zip:  
Phone# :

Job Name: Wheaton Park District  
Locker Rooms Floor Leveling

## Proposal

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:  
Note: This proposal may be withdrawn if not accepted within 20 days.

Salesperson: Ryan Nolan 630-880-4644

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specification below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Provide Additional self-leveling underlayment for Men's and Women's Locker Room Floors based on Field Surveys to fill/flatten existing slab to accept new 12x24 Floor Tile. Initial Bid carried 1/4" avg depth of self-leveler.

Add: \$10,833.00

### Labor

Journeyman - Ceramic Labor Base Bid	-24 hrs	@ \$110.00 =	(\$2,640.00)
Journeyman - Ceramic Labor Women	40 hrs	@ \$110.00 =	\$4,400.00
Journeyman - Ceramic Labor Mens	16 hrs	@ \$110.00 =	\$1,920.00

Labor Total: \$3,680.00  
15% OH&P: \$552.00

### Materials/Tools

Mapei NovoPlan 2 Plus 50lb Base Bid	-50 bags	@ \$35.00	(\$1,750.00)
Mapei NovoPlan 2 Plus 50lb Womens	140 bags	@ \$35.00	\$4,900.00
Mapei Primer T (For 2nd Lift) Womens	1 pails	@ \$140.00 =	\$140.00
Mapei NovoPlan 2 Plus 50lb Mens	70 bags	@ \$35.00	\$2,450.00

Material Total: \$5,740.00  
15% OH&P: \$861.00

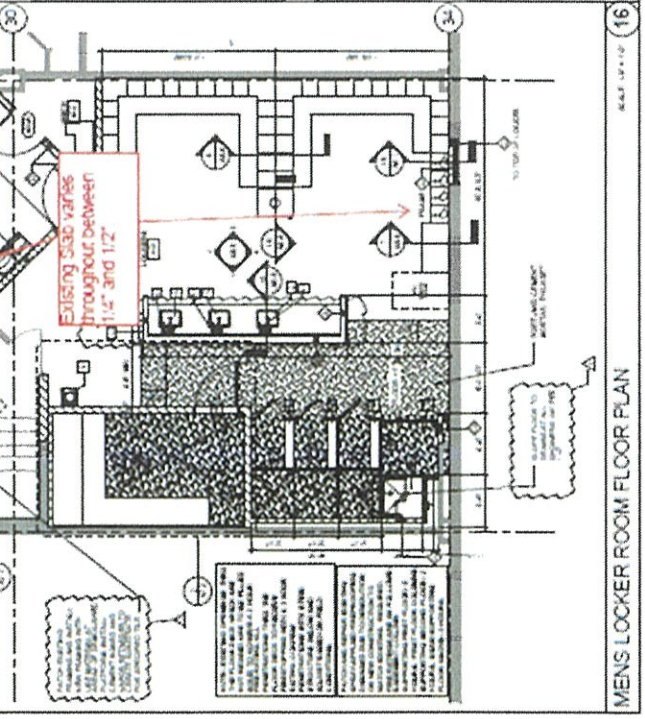
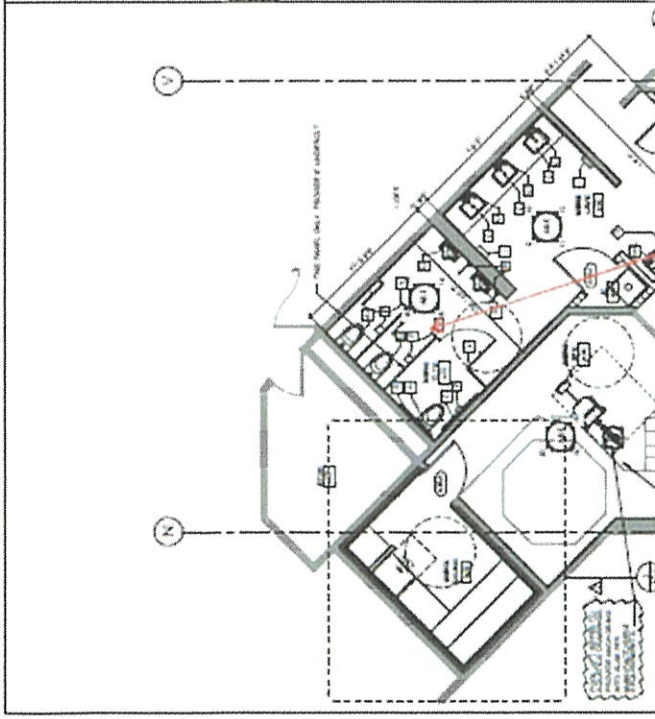
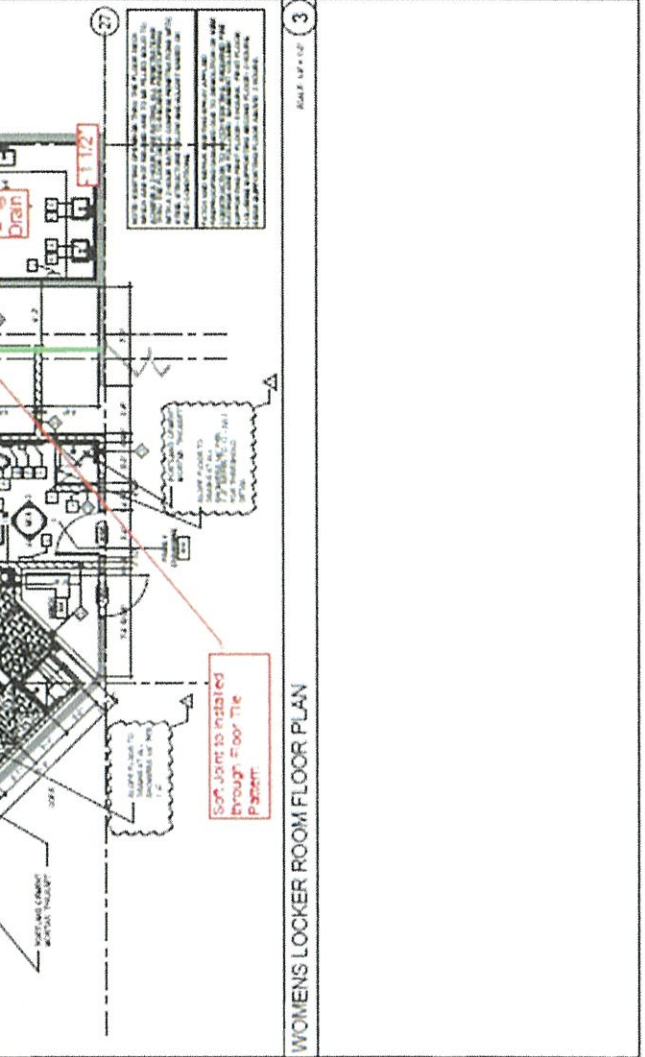
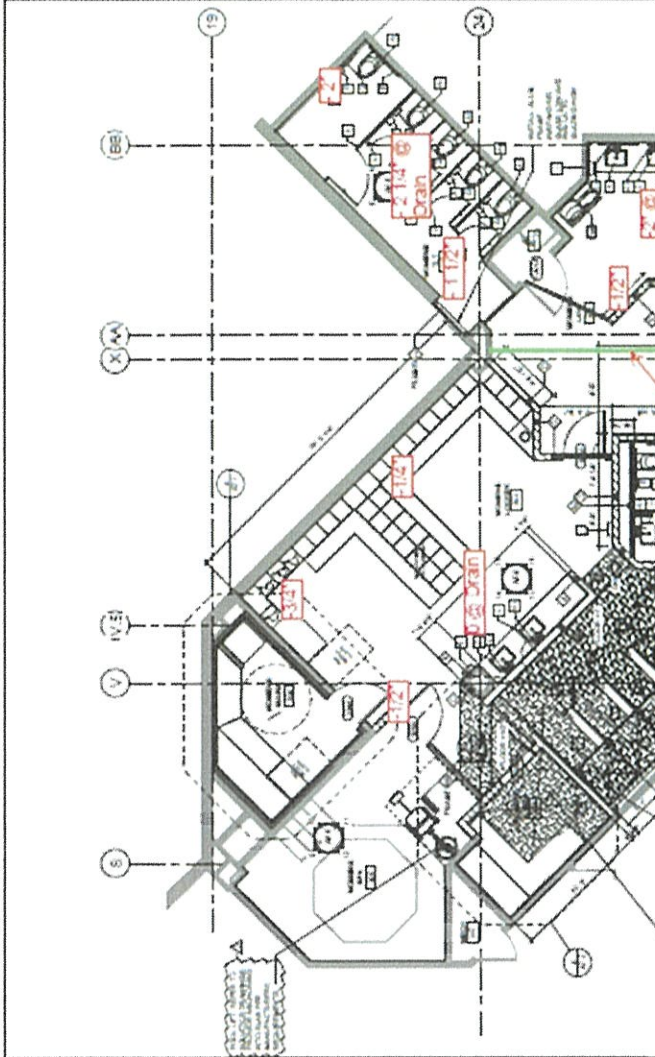
Unless otherwise stated, this bid does not include moving any furniture, prep time, cleanup to start the job, or removal of existing flooring. Any additional work that is necessary to complete the job, but not specified in the contract will incur a charge that will be added to the final bill.

(Includes applicable labor & taxes) Proposal Total: \$10,833.00

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted: \_\_\_\_\_

Signature: \_\_\_\_\_



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Steve Hincee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Interior Renovation – Tables

DATE: April 3, 2024

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**SUMMARY:**

As a part of the interior renovation project at the Community Center, new tables are recommended to replace our existing inventory.

We have been purchasing tables from Southern Aluminum for several years and have been pleased with the quality and durability of the tables. It would be ideal to continue using this style of table and match the existing style. We would be transitioning from the current brown color to a grey color. This could be done in a way that the tables are all consistent within a room.

Prices were obtained for (40) 18” x 72” tables and (20) 30” x 72” similar tables and are as follows:

Southern Aluminum	\$25,397.00
Today’s Classroom	\$29,050.70
Folding Chairs & Tables	\$35,090.00

Southern Aluminum estimates a 10-week lead time for delivery.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

\$2,600,000 was included in the 2024 budget for Community Center renovations with an additional 18% (\$468,000) available through the special recreation funding.

The tables that are being replaced that are still in reasonable condition can be used for outdoor special events. This will allow us to dispose of older tables that are in worse condition.

**STAKEHOLDER PROCESS:**

Facility staff reviewed other options and supports this recommendation.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Quotes

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the purchase of tables through Southern Aluminum in the amount of \$25,397.





PO Box 444  
 Magnolia AR 72154  
 800-221-0408  
 F: 479-234-0402  
 www.southernaluminum.com

**Quotation**

**Quote Number: 59852**

**Sales Person:** Stacie Brice  
 sbrice@southernaluminum.com  
**Date:** 3/15/2024  
**Expires:** 5/14/2024

<b>Quotation Prepared For:</b> WHE  <b>Wheaton Park District</b> Mark Wagner 102 E. Wesley Wheaton IL 60187 USA  Phone: 630.768.2406 mwagner@wheatonparks.org	<b>Ship To:</b> WHE1  <b>Wheaton Park District</b> Community Center 1777 S Blanchard Wheaton IL 60187  <b>Freight Carrier:</b> Best Way
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Line	Part Number	Description	Quantity	Unit Price	Net Price
1	A1872PRWL-S	18" x 72" Alulite Radius Edge Wishbone Leg - Salt/Pepper	40	\$395.00	\$15,800.00
2	A3072PRWL-S	30" x 72" Alulite Radius Edge Wishbone Leg - Salt/Pepper	20	\$440.00	\$8,800.00

This quote is valid for 30 days. Freight estimate is valid for 30 days and is for Dock to Dock delivery. New customers are required to prepay their first order in full by check or credit card. After prepaying your first order, you may request Net 30 terms by submitting a credit application. Southern Aluminum collects sales tax in states with a physical presence (nexus). If we do not collect sales tax from you, you may owe sales tax on your purchase. Freight charges are subject to change at time of invoicing.

Subtotal:	\$24,600.00
Estimated Freight:	\$797.00
<b>Quote Total:</b>	<b>\$25,397.00</b>

Today's Classroom LLC  
6551 Middlebranch Ave NE  
Canton, OH 44721 US  
8779099910  
info@todaysclassroom.com

## Estimate

### ADDRESS

Wheaton Park District

### SHIP TO

Wheaton Park District  
Mark Wagner  
1777 S Blanchard  
Wheaton, IL 60187  
630-510-5128

ESTIMATE # A76-2887

DATE 03/20/2024

EXPIRATION DATE 04/02/2024

ACTIVITY	QTY	PRICE	TOTAL
<b>A1872PWL</b> Southern Aluminum A1872PWL Alulite Rectangle Table Radius Edge 18" W x 72"L with Wishbone Legs  Top Color: Salt and Pepper	40	453.75	18,150.00
<b>A3072PWL</b> Southern Aluminum A3072PWL Alulite Rectangle Table Radius Edge 30"L x 72"W with Wishbone Legs  Top Color: Salt and Pepper	20	475.00	9,500.00
<b>Shipping Lift Gate</b> Shipping with Lift Gate to get products to Ground Level	1	1,400.70	1,400.70

Estimated lead time of 12 weeks, subject to  
change

**\*\*Non Cancellable and Non-Returnable\*\***

Here is the quotation for the items you requested. Please call if you  
have any questions.

**TOTAL**

**\$29,050.70**

Sincerely

Today's Classroom  
877-909-9910

Accepted By

Accepted Date



Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email.

**Prepared for:**

Wheaton Park District  
Mark Wagner  
mwagner@wheatonparks.org  
6307682406

**Terms:** Credit Card

**Quoted by:** Taylor Davis  
**Quoted by Phone:** 888-858-7529  
**Quoted by Email:** taylor@creativeplay.com  
**Valid until:** April 21st 2024  
**Created Date:** March 18th 2024

**Ship To:**

1777 S Blanchard Rd  
Wheaton, Illinois 60187

**Lead Time:** 1 - 2 Business Days



**SAL-BANQUET-ALULITE**

SAL-A1872PRWL

Unit Price	Qty	Extended
<del>592.95</del>	x 40	<del>23,718.00</del>
<del>-29.65</del>		<del>-1,186.00</del>
563.30		22,532.00

**Notes:** 18" x 72"

Wishbone Legs  
Salt & Pepper



**SAL-BANQUET/ALULITE**

SAL-A3072PRWL

<del>660.95</del>	x 20	<del>13,219.00</del>
<del>-33.05</del>		<del>-661.00</del>
627.90		12,558.00

**Notes:** 30" x 72"

Wishbone Legs  
Salt & Pepper

Subtotal	\$	36,937.00
Discount		-1,847.00
Shipping (LTL Freight (LTL))		0.00
Fetching tax		0.00

**Total \$ 35,090.00**

Take advantage of your \$1,847.00 savings by checking out online by April 21st 2024!

**Proceed To Checkout**

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Steve Hincee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Community Center Athletic Offices Furniture Supply and Delivery Bid

DATE: April 10, 2024



**SUMMARY:**

The Athletic Offices are included as part of the interior renovations planned for the lower level of the Community Center. As we are nearing the completion of this current phase of work, furniture will be needed for the new athletic offices and other spaces to match the furniture purchased in the first phase. Staff working with Williams Architects interior design consultants have developed layout plans for these offices, and produced bid documents for the supply and delivery, (and possible setup) of new furniture. Removal of existing office furniture from the temporary offices will be done by staff.

Bid documents were made available on March 27, 2024. ## contractors received the bid. Bids were due on April 10, 2024. The results were as follows:

Vendor	Base Bid – Furniture Supply / Delivery	Alternate #1 – Installation / Set-up

**PREVIOUS COMMITTEE/BOARD ACTION:**

A professional services agreement change order with Williams Architects (to perform interior design functions and prepare bid documents for purchasing the furniture for the newly renovated athletic offices), in the amount of \$7,550.00 was approved at the March 20, 2024 board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

\$2,600,000 was included in the 2024 budget for Community Center renovations with an additional 18% (\$468,000) available through the special recreation funding.

**STAKEHOLDER PROCESS:**

The Athletic Department was consulted and included in the furniture choices for their offices.

**LEGAL REVIEW:**

Bid documents and agreements were reviewed by our legal counsel.

**ATTACHMENTS:**

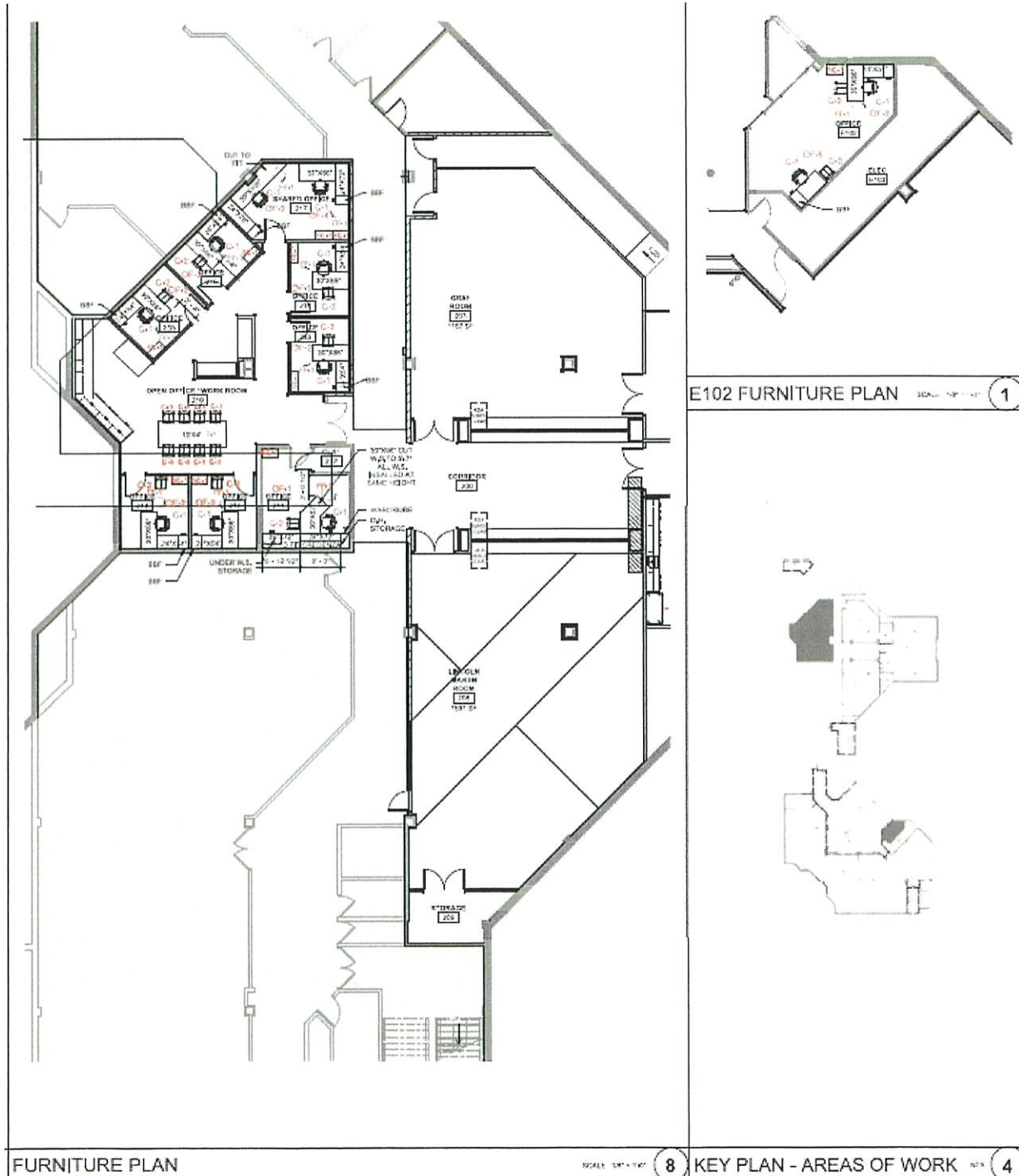
N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioners accept the Base Bid from **XXX** for an amount of **\$XXX**.





TO: Board of Commissioners  
FROM: Rob Sperl, Director of Parks and Planning  
THROUGH: Michael Benard, Executive Director  
RE: Gary Avenue Right of Way Easements  
DATE: April 3, 2024

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**SUMMARY:**

The City of Wheaton is preparing to begin the improvements to the Gary Avenue right-of-way between Harrison and Jewell Road. Draft versions of the attached permanent and temporary easements were approved by the board in 2022. The City of Wheaton and the Forest Preserve District of DuPage County (FPDDC) were awaiting the exhibits that are now attached.

During their final reviews, the new city attorney and FPDDC staff made some insignificant modifications to the agreements. These were incorporated by our attorney into the attached final versions that we are requesting be approved again.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The draft versions of these easements were approved at the July 27, 2022 board meeting. A summary statement of this project was shared at the subcommittee meeting on November 3, 2021.

**REVENUE OR FUNDING IMPLICATIONS:**

The City of Wheaton has agreed to reimburse for expenses related to drafting this agreement and the costs associated with the improvements.

**STAKEHOLDER PROCESS:**

We have been in communication with the City of Wheaton, Forest Preserve District of DuPage County, and the Illinois Department of Natural Resources.

**LEGAL REVIEW:**

This agreement was drafted by our attorney.

**ATTACHMENTS:**

Permanent Easement Agreement for Gary Avenue Roadway Improvement Project  
Temporary Easement Agreement for Gary Avenue Roadway Improvement Project

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the Temporary and Permanent Easement Agreements for Gary Avenue Roadway Improvement Project.

~~THIS DOCUMENT PREPARED BY AND RETURN TO:~~

Rachel K. Robert  
Day & Robert, P.C.  
300 East 5<sup>th</sup> Avenue, Suite 365  
Naperville, Illinois 60563

~~AFTER RECORDING MAIL TO:~~

~~Rachel K. Robert  
Day & Robert, P.C.  
300 East 5<sup>th</sup> Avenue, Suite 365  
Naperville, Illinois 60563  
Property Address:  
Vacant Land on the East and West sides of  
Gary Avenue and South of Jewell Road,  
Wheaton, IL 60187  
PINs: 05-08-407-010, 05-08-408-032,  
05-08-408-033, 05-08-408-034,  
05-08-408-035, 05-08-409-022,  
05-08-415-002, 05-08-418-006~~

## TEMPORARY EASEMENT AGREEMENT FOR GARY AVENUE ROADWAY IMPROVEMENT PROJECT

THIS TEMPORARY EASEMENT AGREEMENT FOR ROADWAY IMPROVEMENT PROJECT (“**Agreement**”) is made effective upon being executed by all parties hereto and is hereby made and entered into by and among the WHEATON PARK DISTRICT, an Illinois park district (the “**Park District**”) having its principal address located at 102 East Wesley Street, Wheaton, Illinois 60187, the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body corporate and politic, (the “**Forest Preserve District**”) having its principal address located at 3S580 Naperville Road, Wheaton, Illinois 60187, and the CITY OF WHEATON, an Illinois home rule municipal corporation (the “**City**”) having its principal address located at 303 West Wesley Street, Wheaton, Illinois 60187. The Park District, the Forest Preserve District and the City who may be referred to hereafter collectively as the “**Parties**” and individually as a “**Party**”.

### RECITALS

WHEREAS, Lincoln Marsh is a public natural area in which certain portions are solely owned by the Park District, solely owned by the Forest Preserve District, and jointly owned by the Park District and Forest Preserve District; and

WHEREAS, the City has been engaged in an on-going roadway improvement project on Gary Avenue between Prairie Avenue and Harrison Avenue in Wheaton, Illinois (the “**Project**”); and

WHEREAS, in order to further the Project, the City has requested that the Park District and the Forest Preserve District grant the City temporary easements over certain portions of Lincoln Marsh so that the City can undertake the work needed to conduct grading work associated with the Project; and

WHEREAS, the Park District is the owner of six parcels of real property identified, legally described and depicted on Exhibit A attached hereto and incorporated herein (the “**Park District Parcels**”); and

WHEREAS, the Forest Preserve District is the owner of one parcel of real property identified, legally described and depicted on Exhibit B attached hereto and incorporated herein (the “**Forest Preserve District Parcel**”); and

WHEREAS, the Park District and the Forest Preserve District are the joint owners of one parcel of real property identified, legally described and depicted on Exhibit C attached hereto and incorporated herein (the “**Co-Owned Parcel**”); and

WHEREAS, the Park District Parcels, the Forest Preserve District Parcel and the Co-Owned Parcel are collectively referred to hereafter as the “**Temporary Easement Area**”; and

WHEREAS, the Park District is planning to construct a parking lot on the east side of Gary Avenue for the Cosley Zoo that will directly benefit from the traffic signal and pedestrian improvements being constructed by the City; and

WHEREAS, the Project also includes the construction of a path within the right-of-way of Gary Avenue, which will improve public access to Lincoln Marsh; and

WHEREAS, pursuant to Section 8-11 of the Park District Code, 70 ILCS 1205, *et seq.*, the Park District is authorized and empowered to grant easements for public services; and

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, the Forest Preserve District is authorized and empowered to grant easements for public services; and

WHEREAS, the Park District and the Forest Preserve District have determined that it is reasonable, necessary and in the public interest to grant the City the needed temporary easement over the Temporary Easement Area in accordance with, and subject to, the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the Parties’ intergovernmental cooperation, the foregoing recitals, the terms and conditions set forth herein and other good and valuable consideration, the receipt of which is expressly acknowledged by the Parties, the Parties agree as follows:



1. Recitals Incorporated. The foregoing recitals are hereby adopted and incorporated by reference as though fully set forth herein.

2. Temporary Easement Granted. The Park District hereby grants to the City and the City's employees, agents, licensees, contractors, successors and assigns a temporary easement over the Park District Parcels; the Forest Preserve District grants to the City and the City's employees, agents, licensees, contractors, successors and assigns a temporary easement over the Forest Preserve District Parcel; and the Park District and Forest Preserve District hereby jointly grant to the City and the City's employees, agents, licensees, contractors, successors and assigns a temporary easement over the Co-Owned Parcel (collectively the "**City Temporary Easement**"), for the following limited purposes: to provide all access and to perform all work activities commonly used in undertaking and completing the regrading work needed to meet existing ground elevations as part of the Project, which also includes post completion restoration of the Temporary Easement Area (collectively, the "**Temporary Easement Work**"). The area and the boundaries of the Temporary Easement Area are depicted on Exhibit D which is incorporated herein as if fully set forth.

3. Temporary Easement Area Conditions. The City Temporary Easement and ancillary rights given to the City under this Agreement shall be subject to the following conditions:

(a) The Park District and Forest Preserve District reserve the right of access to, and use of, the Temporary Easement Area in any manner not inconsistent with the rights granted to the City under this Agreement;

(b) The City shall notify the Park District and Forest Preserve District in writing at least thirty days prior to the commencement of any Temporary Easement Work within the Temporary Easement Area. The Parties shall reasonably cooperate with respect to the commencement, timing and location of the Temporary Easement Work so as to protect the public at large and to avoid any interference with the Park District and Forest Preserve District's use of the Temporary Easement Area;

(c) All of the Temporary Easement Work conducted by any entity in the Temporary Easement Area shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the City, and any requirements of the Illinois Department of Transportation and the Illinois Department of Natural Resources;

(d) The City shall be responsible for the payment of all costs associated with the Temporary Easement Work;

(e) The City shall restore the Temporary Easement Area with a native seed mix of forbs and grasses appropriate to the pre-disturbance condition of the Temporary Easement Area. Plans for this restoration including species, soil conditions, and planning methods will be developed by the City for written approval by the Park District and Forest Preserve District prior to installation. The City shall similarly restore any other real estate damaged or otherwise disturbed in connection with the Temporary Easement Work. All

restoration shall be completed within thirty days after the Temporary Easement Work is complete or, if due to weather conditions or other circumstances which would make any such restoration inadvisable, then within such later time period as the Park District and Forest Preserve District shall request. The City shall be solely responsible for all costs associated with said restoration of the Temporary Easement Area and other real estate damaged or otherwise disturbed as provided for herein. The Park District and Forest Preserve District reserve the right to perform restoration work at the City's expense if, after notice and an opportunity to cure, the City fails to perform the required restoration work. Upon completion of the restoration work, the City shall contract for maintenance of the restored areas in order to establish and maintain the native seeds for a period of three years (or as otherwise required by permitting authorities) at the City's sole expense, which expense is estimated by the Park District and the Forest Preserve District to be no more than a few thousand dollars each year.

(f) While performing any Temporary Easement Work, the City shall maintain the Temporary Easement Area in accordance with all applicable safety rules and regulations.

(g) The Forest Preserve District and the Park District shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the Temporary Easement Work. In no event shall the Forest Preserve District and the Park District be responsible for or have any obligation with respect to the safety of any person performing any Temporary Easement Work on or in the Temporary Easement Area, including, but not limited to, the employees of the City or of any contractor, subcontractor, agent or consultant.

4. Fees and Costs.

(a) In consideration of the benefit of the Project in facilitating both pedestrian and vehicular access to Lincoln Marsh and other public lands, any typical easement fees are being waived by the Park District and the Forest Preserve District.

(b) Any reasonable direct costs, primarily in the form of attorney fees incurred by the Park District in preparing this Agreement, or the Forest Preserve District under this Agreement will be paid by the City upon receipt of an invoice itemizing those costs.

5. No Waiver. A waiver by any Party of any breach of one or more of the terms of this Agreement on the part of one of the other Parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by

the exercise thereof in one or more instances. The rights, power, privileges and remedies given to the Parties under this Agreement and by law shall be cumulative.

6. Hazardous Materials. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, stored or deposited on the Temporary Easement Area (except as needed for vehicles or equipment for the Temporary Easement Work, provided that the City and its contractors shall be liable for any damage to, or contamination of, the Temporary Easement Area or any other property owned by the Park District or Forest Preserve District resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) designated as "Hazardous substances" pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903); or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

7. Liens. The City shall not permit or suffer any lien to be imposed upon or to accrue against the Park District, the Forest Preserve District or any part of the Temporary Easement Area. The City shall indemnify, defend and hold harmless the Park District and Forest Preserve District from and against any liens and encumbrances arising out of any Temporary Easement Work. If any such lien shall arise or accrue against the Park District, the Forest Preserve District or the Temporary Easement Area, the City shall promptly cause such lien to be released of record by payment thereof or posting a bond with the Park District and Forest Preserve District in a form and amount which is reasonably satisfactory to the Park District and the Forest Preserve District.

8. Indemnification.

(a) To the extent permitted by law, the City shall defend, save, and hold harmless the Forest Preserve District and the Park District, their elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the Temporary Easement Work, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the City or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the Forest Preserve District and the Park District or any of their elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on

the part of the City or its contractors, subcontractors, consultants, employees or agents, the City shall promptly, to the extent allowed by law, indemnify the Forest Preserve District and the Park District or their elected officials, officers, employees and agents, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees.

(b) The City shall require each contractor who performs any work in the Temporary Easement Area, to defend, hold harmless and indemnify the Forest Preserve District and Park District to the same extent as required of the City, and the City shall include in all contractor contracts a statement expressly declaring the Forest Preserve District and Park District to be a third-party beneficiary of the indemnification provision.

(c) The obligation on the part of the City to defend, hold harmless and indemnify the Forest Preserve District and the Park District as set forth in this Section 8 shall survive expiration of this Agreement.

9. Insurance. The City shall maintain, and shall require any of its contractors or subcontractors hired to perform any Temporary Easement Work to maintain, liability insurance with reputable companies and in coverage amounts as are reasonably acceptable to the Park District and the Forest Preserve District and/or the risk management association of which the Park District and the Forest Preserve District is a member, to protect the Park District and the Forest Preserve District and City against claims arising directly or indirectly out of or in connection with the Temporary Easement Work. The City shall name and shall require any contractor, subcontractor or other individual or entity accessing or using the Temporary Easement Area or hired to perform any work in the Temporary Easement Area to name the Park District and the Forest Preserve District, its elected and appointed officials, officers, employees and agents as additional insureds and prior to commencing any Temporary Easement Work, shall provide to the Park District and the Forest Preserve District a copy of a Certificate of Insurance evidencing the same.

10. Term. The City Temporary Easement shall automatically expire upon completion of the Temporary Easement Work and approval of the restoration within the Temporary Easement Area by the Park District and Forest Preserve District.

11. Notice of Completion. The City shall provide the Park District and Forest Preserve District with prompt written notice upon the completion of the Temporary Easement Work, specifying the date of completion.

12. Exceptions. The City Temporary Easement shall be subject to all OSLAD requirements and restrictions, covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations applicable to the Temporary Easement Area, and to all questions of survey and the rights of any parties which would be revealed by a physical inspection of the Temporary Easement Area.

13. Breach of Agreement. If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, said Party shall serve written notice thereof upon the Party

committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have thirty days within which to cure the violation. If the Party in violation is the City, and the City fails to cure the breach within the thirty day period, the Forest Preserve District or the Park District may pursue monetary damages or specific performance provided that the thirty day cure period shall be extended for a reasonable time if the City has undertaken to cure the breach within the thirty day period and continues to diligently and in good faith to complete the corrective action. Given the scope and importance of the Project to public health and safety, the remedies available to the Forest Preserve District and the Park District do not and shall not include termination of this Agreement or prevention of access to the Temporary Easement Area except as provided in Section 34(b) of this Agreement.

14. Entire Agreement. This instrument contains the entire agreement made by and among the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and any modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

15. Severability. The invalidation by judgment or court order of any one or more of the terms contained herein shall in no way affect any other terms which shall remain in full force and effect.

16. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement as to both interpretation and performance.

17. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. Notices. All notices provided for herein shall be served upon the Parties by certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Wheaton Park District  
102 East Wesley Street  
Wheaton, Illinois 60187

Notice to Forest Preserve District:

Forest Preserve District of DuPage County  
P.O. Box 5000  
Wheaton, Illinois 60189-5000

Notice to the City:

City of Wheaton  
303 West Wesley Street  
Wheaton, Illinois 60187

Notices shall be deemed given when received by the Party to whom it was sent.

19. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Park District, the Forest Preserve District or the City of any right, privilege or defense which they have under statutory or common law including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

20. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

21. Enforcement. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

22. Recording. Upon full execution of this Agreement, the City shall promptly record this Agreement with the DuPage County Recorder's Office at the City's sole expense, with the City thereafter promptly providing the Park District and the Forest Preserve District with recorded copies.

23. Board Approval. This Agreement is subject to the approval by the respective Boards of the Park District, the Forest Preserve District, and the City.

24. Counterpart Signatures. Four originals of this~~This~~ Agreement shall be executed and in triplicate and may be executed by counterpart signatures. The Park District, the Forest Preserve District, and the City shall each retain an original, with the fourth~~third~~ original being recorded as set forth in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Temporary Easement Agreement for Roadway Improvement Project as of the date first above written.

WHEATON PARK DISTRICT, an Illinois park district

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Wheaton Park District, an Illinois park district, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202~~12~~<sup>12</sup>.

\_\_\_\_\_  
Notary Public

FOREST PRESERVE DISTRICT OF DUPAGE  
COUNTY, a body corporate and politic

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Forest Preserve District of DuPage County, a body corporate and politic, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202~~4~~<sup>2</sup>.

\_\_\_\_\_  
Notary Public



CITY OF WHEATON, an Illinois home rule municipal corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the City of Wheaton, an Illinois home rule municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202~~1~~<sup>2</sup>.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Park District Parcels**

**EXHIBIT B**  
**Forest Preserve District Parcel**

**EXHIBIT C**  
**Co-Owned Parcel**

**EXHIBIT D**  
**Temporary Easement Area**

~~THIS DOCUMENT~~ PREPARED BY AND RETURN TO:

Rachel K. Robert  
Day & Robert, P.C.  
300 East 5<sup>th</sup> Avenue, Suite 365  
Naperville, Illinois 60563

~~AFTER RECORDING MAIL TO:~~

~~Rachel K. Robert  
Day & Robert, P.C.  
300 East 5<sup>th</sup> Avenue, Suite 365  
Naperville, Illinois 60563  
Property Address:  
Vacant land on the East and West sides of  
Gary Avenue and South of Jewell Road,  
Wheaton, IL 60187  
PINs: 05-08-409-023, 05-08-414-023 & 05-08-414-027~~

**PERMANENT EASEMENT AGREEMENT  
FOR GARY AVENUE ROADWAY IMPROVEMENT PROJECT**

THIS PERMANENT EASEMENT AGREEMENT FOR ROADWAY IMPROVEMENT PROJECT (“**Agreement**”) is made effective upon being executed by all parties hereto and is hereby made and entered into by and among the WHEATON PARK DISTRICT, an Illinois park district (the “**Park District**”) having its principal address located at 102 East Wesley Street, Wheaton, Illinois 60187, the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body corporate and politic, (the “**Forest Preserve District**”) having its principal address located at 3S580 Naperville Road, Wheaton, Illinois 60187, and the CITY OF WHEATON, an Illinois home rule municipal corporation (the “**City**”) having its principal address located at 303 West Wesley Street, Wheaton, Illinois 60187. The Park District, the Forest Preserve District and the City who may be referred to hereafter collectively as the “**Parties**” and individually as a “**Party**”.

**RECITALS**

WHEREAS, Lincoln Marsh is a public natural area in which certain portions are solely owned by the Park District, solely owned by the Forest Preserve District, and jointly owned by the Park District and Forest Preserve District; and

WHEREAS, the City has been engaged in an on-going roadway improvement project on Gary Avenue between Prairie Avenue and Harrison Avenue in Wheaton, Illinois (the “**Project**”); and

WHEREAS, in order to further the Project, the City has requested that the Park District and the Forest Preserve District grant the City a permanent easement over certain portions of

Lincoln Marsh so that the City can undertake the work needed to construct and maintain a culvert extension and compensatory storage area associated with the Project; and

WHEREAS, the Park District is the owner of one parcel of real property identified, legally described and depicted on Exhibit A attached hereto and incorporated herein (the “**Park District Parcel**”); and

WHEREAS, the Park District and the Forest Preserve District are the joint owners of one parcel of real property identified, legally described and depicted on Exhibit B attached hereto and incorporated herein (the “**Co-Owned Parcel**”); and

WHEREAS, the Park District Parcel and the Co-Owned Parcel are collectively referred to hereafter as the “**Permanent Easement Area**” as identified, legally described and depicted on Exhibits A and B attached hereto and incorporated herein; and

WHEREAS, the Park District is planning to construct a parking lot on the east side of Gary Avenue for the Cosley Zoo that will directly benefit from the traffic signal and pedestrian improvements being constructed by the City; and

WHEREAS, the Project also includes the construction of a path within the right-of-way of Gary Avenue, which will improve public access to Lincoln Marsh; and

WHEREAS, pursuant to Section 8-11 of the Park District Code, 70 ILCS 1205, *et seq.*, the Park District is authorized and empowered to grant easements for public services; and

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, the Forest Preserve District is authorized and empowered to grant easements for public services; and

WHEREAS, the Park District and the Forest Preserve District have determined that it is reasonable, necessary and in the public interest to grant the City the needed permanent easement over the Permanent Easement Area in accordance with, and subject to, the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the Parties’ intergovernmental cooperation, the foregoing recitals, the terms and conditions set forth herein and other good and valuable consideration, the receipt of which is expressly acknowledged by the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby adopted and incorporated herein by reference as though fully set forth herein.
2. Permanent Easement Granted. The Park District hereby grants to the City and the City’s employees, agents, licensees, contractors, successors and assigns a permanent easement over the Park District Parcel, and the Park District and Forest Preserve District hereby jointly grant to the City and the City’s employees, agents, licensees, contractors, successors and assigns a

permanent easement over the Co-Owned Parcel (collectively the “**City Permanent Easement**”), for the following limited purposes: to provide all access and to perform all work activities commonly used to undertake and complete the construction, maintenance, repair, and replacement of the culvert extension and compensatory storage area to be built as part of the Project, which also includes post completion restoration of the Permanent Easement Area (collectively, the “**Permanent Easement Work**”). The City Permanent Easement shall be deemed to be a non-exclusive perpetual easement and shall run with the land within the Permanent Easement Area. The Park District and Forest Preserve District shall have no responsibility for the maintenance, repair, or replacement of the culvert extension and compensatory storage within the City Permanent Easement. Maintenance, repair or replacement of the Permanent Easement Work shall be the exclusive responsibility of the City at its sole cost unless the damage or destruction of the Permanent Easement Work is caused by the Forest Preserve District or the Park District in which case the costs shall be paid by the party causing the damage or destruction.

3. Scope of Project.

(a) The City shall design, permit and construct the Permanent Easement Work in accordance with the plan drawings (the “**Final Plans**”) prepared by Thomas Engineering. The Final Plans shall be deemed incorporated herein by reference without attaching said Final Plans hereto due to their size.

(b) The City shall pay all fees and costs necessary to design, permit, construct, implement, repair and maintain the Permanent Easement Work in perpetuity and as provided for in this Agreement.

4. Forest Preserve District and Park District Rights and Responsibilities.

(a) On or within seven days after completion of the Final Plans, the City shall provide the Final Plans to the Forest Preserve District and the Park District which may review and issue comments to the City regarding the Final Plans within ten days after receipt thereof.

(b) The Forest Preserve District and the Park District may attend any pre-bid meetings, construction progress meetings or site visits conducted by the City for the Permanent Easement Work with proper advance notice being required and given by the City.

(c) The City shall give prompt advance notice to the Forest Preserve District and the Park District and provide copies of all relevant documents if any significant changes, alterations or modifications are proposed to the Final Plans or bid documents including, but not limited to, any proposed bidding addenda, field adjustments, change orders or other significant changes to the Permanent Easement Work. The Forest Preserve District and the Park District shall provide review comments on any proposed changes within ten days after receipt of the foregoing notice and documents from the City.



(d) The Forest Preserve District and the Park District shall provide appropriate staff representative(s) and/or consultant(s) to attend the final inspection of the Permanent Easement Work and any field inspections, as scheduled and coordinated by the City. The City shall, in an appropriate and timely manner, properly address and correct any noted deficiencies that are determined to exist in any part or component of the Permanent Easement Work.

(e) The Forest Preserve District and the Park District shall each bear their own expenses related to the use of their employees or consultants for any review, site inspections, meeting attendance and the preparation and issuance of any comments provided for in this Agreement.

5. Permanent Easement Area Conditions. The City Permanent Easement and ancillary rights given to the City under this Agreement shall be subject to the following conditions:

(a) The Park District and the Forest Preserve District reserve the right of access to, and use of, the Permanent Easement Area in any manner not inconsistent with the rights granted to the City under this Agreement. The Park District and the Forest Preserve District also expressly reserve the right to grant additional easements or otherwise encumber the Permanent Easement Area provided that any such grants or encumbrances are not inconsistent and do not unreasonably interfere with the rights granted to the City under this Agreement.

(b) The City shall notify the Park District and Forest Preserve District in writing at least thirty days prior to the commencement of any Permanent Easement Work within the Permanent Easement Area. The Parties shall reasonably cooperate with respect to the commencement, timing and location of the Permanent Easement Work so as to protect the public at large and to avoid any interference with the Park District and Forest Preserve District's use of the Permanent Easement Area.

(c) All of the Permanent Easement Work conducted by any entity in the Permanent Easement Area shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the City, and any requirements of the Illinois Department of Transportation and the Illinois Department of Natural Resources.

(d) The City shall be responsible for the payment of all costs associated with the Permanent Easement Work.

(e) Restoration Work.

(i) The City shall restore the Permanent Easement Area with a native seed mix of forbs and grasses appropriate to or improving upon the pre-disturbance condition of the Permanent Easement Area. Plans for this restoration including species, soil conditions and planning methods will be developed by the City for written approval by the Park District and Forest Preserve District prior to

installation. The City shall similarly restore any other real estate damaged or otherwise disturbed in connection with the Permanent Easement Work. All restoration shall be completed within thirty days after the Permanent Easement Work is completed or, if due to weather conditions or other circumstances which would make any such restoration inadvisable, then within such later time period as the Park District and Forest Preserve District shall reasonably request. The City shall be solely responsible for all costs associated with said restoration of the Permanent Easement Area and other real estate damaged or otherwise disturbed as provided for herein. If any improvements are damaged in performing the Permanent Easement Work either within or outside the Permanent Easement Area, the appropriate repair or replacement work shall be developed by the City and tendered to the Forest Preserve District and the Park District for written approval prior to any repair or replacement work being undertaken. All such work shall again be undertaken at the sole cost and expense of the City.

(ii) Upon completion of the restoration work, the City will contract for maintenance of the restored areas in order to establish and maintain the native seeds for a period of three years (or as otherwise required by permitting authorities) at the City's sole expense, which expense is estimated by the Park District and the Forest Preserve District to be no more than a few thousand dollars each year. If the City fails to timely complete any of the restoration or repair work, the Park District and Forest Preserve District reserve the right to perform any of the restoration or repair work set forth in this Section with the City being obligated to fully reimburse the Forest Preserve and the Park District for all costs, plus an additional charge of ~~five~~<sup>teen</sup> percent (+5%) of the total costs for the administrative and supervision time incurred if, after notice and an opportunity to cure, the City fails to perform the required restoration work.

(f) While performing any Permanent Easement Work, the City shall maintain the Permanent Easement Area in accordance with all applicable safety rules and regulations.

(g) The Forest Preserve District and the Park District shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the Permanent Easement Work. In no event shall the Forest Preserve District and the Park District be responsible for or have any obligation with respect to the safety of any person performing any activity or any Permanent Easement Work on or in the Permanent Easement Area, including, but not limited to, the employees of the City or of any contractor, subcontractor, agent or consultant.

(h) Prior to commencing access and any Permanent Easement Work within the Permanent Easement Area, the City shall delineate the Permanent Easement Area and all Permanent Easement Work shall be confined to the Permanent Easement Area. Delineation shall be made by high visibility silt fence or construction/snow fencing installed in accordance with applicable ordinances and permits from DuPage County.

(i) All Permanent Easement Work shall be confined within the Permanent Easement Area, including, but not limited to, the movement and storage of equipment and materials. All trees, stumps and other debris resulting from the Permanent Easement Work shall be legally disposed of off of the Permanent Easement Area. No construction personnel shall be permitted outside the designated areas while engaged in construction activities.

6. Fees and Costs.

(a) In consideration of the benefit of the Project in facilitating both pedestrian and vehicular access to Lincoln Marsh and other public lands, any typical easement fees are being waived by the Park District and the Forest Preserve District.

(b) Any direct reasonable costs incurred by the Park District, primarily in the form of attorney fees incurred in preparing ~~or the Forest Preserve District in relation to~~ this Agreement, will be paid by the City upon receipt of an invoice itemizing those costs.

7. No Waiver. A waiver by any Party of any breach of one or more of the terms of this Agreement on the part of one of the other Parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the parties under this Agreement and by law shall be cumulative.

8. Hazardous Materials. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, stored or deposited on the Permanent Easement Area (except as needed for vehicles or equipment for the Permanent Easement Work provided that the City and its contractors shall be liable for any damage to or contamination of the Permanent Easement Area or any other property owned by the Park District or the Forest Preserve District resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) designated as "Hazardous substances" pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903); or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental

Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

9. Liens. The City shall not permit or suffer any lien to be imposed upon or to accrue against the Park District, the Forest Preserve District or the Permanent Easement Area. The City shall indemnify, defend and hold harmless the Park District and the Forest Preserve District from and against any liens and encumbrances arising out of any Permanent Easement Work. In the event that any such lien shall arise or accrue against the Park District, the Forest Preserve District or the Permanent Easement Area, the City shall promptly cause such lien to be released of record by payment thereof or posting a bond with the Park District and the Forest Preserve District in a form and amount which is reasonably satisfactory to the Park District and the Forest Preserve District.

10. Indemnification.

(a) To the extent permitted by law, the City shall defend, save, and hold harmless the Forest Preserve District and the Park District, their elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the Permanent Easement Work, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the City or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the Forest Preserve District and the Park District or any of their elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the City or its contractors, subcontractors, consultants, employees or agents, the City shall promptly, to the extent allowed by law, indemnify the Forest Preserve District and the Park District or their elected officials, officers, employees and agents, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees.

(b) To the extent permitted by law, the City shall also defend, save, hold harmless and indemnify the Forest Preserve District and the Park District from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the Permanent Easement Work whether caused by defective materials, workmanship, construction methods or otherwise.

(c) The City shall require each contractor who performs any work in the Permanent Easement Area, to defend, hold harmless and indemnify the Forest Preserve District and Park District to the same extent as required of the City, and the City shall include in all of its contracts a statement expressly declaring the Forest Preserve District and Park District to be a third-party beneficiary of this indemnification provision.

(d) The obligation on the part of the City to defend, hold harmless and indemnify the Forest Preserve District and the Park District shall be perpetual, consistent with the perpetual term of the City Permanent Easement granted under this Agreement.

11. Insurance.

(a) The City shall maintain, and shall require any of its contractors or subcontractors hired to perform any Permanent Easement Work to maintain liability insurance with reputable companies and in coverage amounts as are reasonably acceptable to the Park District and the Forest Preserve District and/or the risk management association of which the Park District and the Forest Preserve District is a member, to protect the Park District and the Forest Preserve District and City against claims arising directly or indirectly out of or in connection with City's Permanent Easement Work pursuant to this Agreement. The City shall name and shall require any contractor, subcontractor or other individual or entity accessing or using the Permanent Easement Area or hired to perform any work in the Permanent Easement Area to name the Park District and Forest Preserve District, its elected and appointed officials, officers, employees and agents as an additional insured and prior to commencing any Permanent Easement Work, shall provide to Park District and the Forest Preserve District a copy of a Certificate of Insurance evidencing the same.

(b) After the Permanent Easement Work and associated restoration is complete, the City shall maintain a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the City Permanent Easement. The City shall provide evidence of said insurance coverage upon request by the Park District or Forest Preserve District by furnishing a current Certificate of Insurance.

12. Term. The City Permanent Easement granted herein shall be non-exclusive, perpetual and shall run with the land included within the Permanent Easement Area.

13. Notice of Completion. The City shall provide the Park District and Forest Preserve District with prompt written notice upon the completion of construction of the initial improvements included within the Final Plans for the Permanent Easement Work, specifying the date of completion.

14. Exceptions. The City Permanent Easement granted shall be subject to all OSLAD restrictions and requirements, if any, all other covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations affecting the Permanent Easement Area, and to all questions of survey and the rights of any parties which would be revealed by a physical inspection of the Permanent Easement Area.

15. Breach of Agreement. If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts

supporting such claim. The Party alleged to have committed the breach shall have thirty days within which to cure the violation. If the Party in violation is the City, and the City fails to cure the breach within the thirty day period, the Forest Preserve District or the Park District may pursue monetary damages or specific performance provided that the thirty day cure period shall be extended for a reasonable time if the City has undertaken to cure the breach within the thirty day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the Project to public health and safety and given the nature and scope of the Project, the remedies available to the Forest Preserve District and the Park District do not, and shall not, include termination of this Agreement or prevention of access to the Permanent Easement Area except as provided in Section ~~56(b)~~ of this Agreement.

16. Entire Agreement. This instrument contains the entire agreement made by and among the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representation or modification to this Agreement shall be of no force and effect, and any modification to this Agreement must be in writing and signed by all Parties to this Agreement.

17. Severability. The invalidation by judgment or court order of any one or more of the terms contained herein shall in no way affect any other terms which shall remain in full force and effect.

18. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement as to both interpretation and performance.

19. Captions and Section Headings. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

20. Notices. All notices provided for herein shall be served upon the Parties by certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Wheaton Park District  
102 East Wesley Street  
Wheaton, Illinois 60187

Notice to Forest Preserve District:

Forest Preserve District of DuPage County  
P.O. Box 5000  
Wheaton, Illinois 60189-5000

Notice to the City:

City of Wheaton  
303 West Wesley Street

Notices shall be deemed given when received by the Party to whom it was sent.

21. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Park District, the Forest Preserve District or the City of any right, privilege or defense which they have under statutory or common law, included but not limited to the Illinois [Local](#) Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

22. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

23. Covenant Running With The Land. This City Permanent Easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon the City, the Park District and the Forest Preserve District and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the Parties.

24. Enforcement. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

25. Recording. Upon full execution of this Agreement, the City shall promptly record this Agreement with the DuPage County Recorder's Office at the City's sole expense, with the City promptly providing the Park District and the Forest Preserve District with recorded copies.

26. Board Approval. This Agreement is subject to the approval by the respective Boards of the Park District, the Forest Preserve District and the City.

27. Counterpart Signatures. Four originals of this Agreement shall be executed and may be executed by counterpart signatures. The Park District, the Forest Preserve District and the City shall each retain an original, with the fourth original being recorded as set forth in this Agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Permanent Easement Agreement for Roadway Improvement Project as of the date first above written.

WHEATON PARK DISTRICT, an Illinois park district

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Wheaton Park District, an Illinois park district, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public



FOREST PRESERVE DISTRICT OF DUPAGE  
COUNTY, a body corporate and politic

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Forest Preserve District of DuPage County, a body corporate and politic, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202~~4~~<sup>2</sup>.

\_\_\_\_\_  
Notary Public

CITY OF WHEATON, an Illinois home rule municipal corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the City of Wheaton, an Illinois home rule municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City Council of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202~~4~~<sup>2</sup>.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Park District Parcel**

**EXHIBIT B**  
**Co-Owned Parcel**

TO: Board of Commissioners  
FROM: Rob Sperl, Director of Parks and Planning  
THROUGH: Michael Benard, Executive Director  
RE: Rice Pool Conditions Audit  
DATE: April 3, 2024



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**SUMMARY:**

The Rice Pool is 35 years old, and it is time to consider renovations to ensure its continued viability and meeting the needs of the community. The first step in this process is to conduct an audit of existing conditions to assess what would be needed to continue operation in the future and what costs may be involved to renovate or upgrade various systems and features to current standards.

There are several firms who complete this type of work and we have reviewed samples of these reports. Our goal is to send the attached Request for Proposals to several of these firms and approve one to conduct the audit over the summer while the pool is in operation.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The line-item budget for this was briefly discussed at the January 27 capital review meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

Account: 40-000-000-57-5701-0000	Rice Pool – Master Plan & Engineering	Budget: \$250,000
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This amount budgeted is for the audit as well as subsequent planning and engineering of improvements.

**STAKEHOLDER PROCESS:**

Not applicable at this time. Future steps will require input from staff and the community.

**LEGAL REVIEW:**

Legal counsel has been consulted on this request.

**ATTACHMENTS:**

Draft Request for Qualifications and Proposals

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

It is requested that the Wheaton Park District Board of Commissioner's provide feedback on the attached request and provide direction to obtain proposals.

# REQUEST FOR QUALIFICATIONS AND PROPOSAL

April 5, 2024

**Pool Audit**  
**Rice Pool and Water Park**  
**1777 S. Blanchard Road**  
**RFP's Due: April 23, 2024**

Wheaton Park District  
102 E. Wesley  
Wheaton, Illinois 60187  
Attention: Rob Sperl, Director of Parks and Planning  
[rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org)  
630-510-4970

## **I. General Project Information**

The Wheaton Park District is requesting proposals for a consultant to perform a pool audit of Rice Pool and Water Park, 1777 S. Blanchard, Wheaton, IL 60187. The consultant is to be a consultant in the field of swimming pool design and engineering. The proposal shall include the services requested below and anything else required to provide a comprehensive pool audit of this property.

The proposal shall be in the form of a lump sum fee with rates and pricing schedule for additional services, if necessary. The proposed fee shall include all materials, equipment, labor, insurance, etc. The proposal must include three references; two of which should be from Illinois Park Districts/Villages whom one has performed an aquatic audit for within the past 5 years.

## **II. Pool Audit Services**

The Wheaton Park District wishes to retain a consultant as its swimming pool engineering consultant for this project. The consultant shall visit Rice Pool and Water Park to complete a needs disposition of the existing conditions. Specific commentaries are to be provided in a written report of the perceived substandard conditions and/or shortcomings of the overall facility with commentary for possible action for correction on any necessary repairs, replacement, or restoration of the pool systems, including identification of issues requiring further intensive evaluation and analysis. These commentaries are to include recommendations of the priority of the improvements that need to take place of these pool systems and if the improvements will be remedial or long range. The written commentary, as supported with photographs where appropriate, is to be prepared to reflect the conditions of the following features and operating systems:

- A. Investigate the condition of the existing facility:
  - a. Pool Tanks
  - b. Deck & Piping
  - c. Bather Preparation Areas
  - d. Concession Area
  - e. Equipment Areas
  
- B. Examine the condition of the mechanical and electrical systems with regard to present adequacy and future use:
  - a. Filtration system, mechanical and overflow recovery system
  - b. Water heaters
  - c. Chemical feed and control systems
  - d. Recirculation piping, fitting and valves
  - e. Pump, flow meters, gauges, and controls, etc.
  - f. Power requirements and lighting
  - g. Deck surface – deck drainage & equipment

- C. Based on the investigation, write a report detailing:
  - a. Current Trends
  - b. Facility Descriptions
  - c. Existing Condition of Facilities
  - d. Health Code Compliance
  - e. Safety Concerns
  - f. Recommended short- and long-term repairs or replacements with cost estimates.

**III. Supplemental Information Available**

- a. 1987-88 Plans for Construction
- b. 2002 Concrete Repairs Plan
- c. 2018 Chemical Feeder System Plan
- d. Current Plans for Locker Room Access Renovations – work scheduled for completion by June 2024

**IV. Project Timeline**

- a. Email PDF of the Pool Audit Proposals (RFP) due April 23, 2024
- b. Week of May 20, 2024 – Project to be Awarded.
- c. Draft Copy of Report to Park District due 5:00 pm, July 19, 2024 (E-mailed report acceptable, Date Subject to Negotiation)
- d. Final Report to Park District due July 31, 2024

Any questions regarding this RFP should be directed to:

Wheaton Park District  
102 E. Wesley  
Wheaton, Illinois 60187

Attention: Rob Sperl, Director of Parks and Planning  
[rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org)  
630-510-4970

Wheaton Park District is soliciting Requests for a Pool Audit Proposal  
by and no later than April 23, 2024.

<p><b>Pool Audit RFP should be sent to:</b> <b>Wheaton Park District</b> <b>Attn: Rob Sperl</b> <b>102 E. Wesley</b> <b>Wheaton, IL 60187</b> <b>Email submittals at <a href="mailto:rsperl@wheatonparks.org">rsperl@wheatonparks.org</a>.</b></p>
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