



Wheaton Park District

PUBLIC NOTICE

Wheaton Park District Board of Commissioners
SUBCOMMITTEE MEETING
Wednesday March 2, 2022 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187

Public Notice Date February 25, 2022

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 Subcommittee Meeting at 5:00 pm on Wednesday March 2, 2022 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

Michael J. Benard
Secretary

The Agenda for the March 2, 2022 Subcommittee Meeting is as Follows:

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



Wheaton Park District

Subcommittee Meeting of the Wheaton Park District Board of Commissioners

March 2, 2022 5:00 pm

No Action Will Be Taken at This Meeting – Review & Discussion Only

CALL TO ORDER

DISCUSSION ITEMS

Finance and Administration

1. Review of Amendment Wheaton Park District Board of Commissioners Subcommittee Meeting Schedule
2. Review of 2021 General Obligation Bond Issuance Compliance Checklist
3. Review of Wheaton Park District 2023 Budget Development Calendar
4. Review of 2022 Athletic and Recreation Program Services Independent Contractor Agreements Resulting in Expenditures over \$10,000
5. Review of Ordinance No. 2022-01 – Disposal and Sale of Personal Property Owned by the Wheaton Park District
6. Review of Bid Results for RAMS Football Apparel and Equipment
7. Review of Quotes for Cosley Zoo Run For The Animals Apparel
8. Review of Quotes for Day Camp, Athletic, and Parks Employee Apparel

Buildings and Grounds

1. Review of License Agreement for Access and Use of the Memorial Park Bandshell by the City of Wheaton Municipal Band
2. Review of Bid Results for Cosley Zoo Viewing Decks Replacement
3. Review of Professional Services Agreement with Wight Engineering
4. Review of Bid Results for Kelly Park Playground Equipment
5. Review of Change Order to Alarm Services Agreement
6. Review of Bid Results for Contractual Mowing Services

CLOSED SESSION

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, 5ILCS 120/2 (c)(1)
- b. Purchase or Lease of Real Property, 5ILCS 120/2 (c)(5)
- c. Setting of Price for Sale or Lease of Property Owned by the Public Body, 5ILCS 120/2 (c) (6)
- d. Pending, Probable or Imminent Litigation, 5ILCS 120/2 (c)(11)
- e. 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)

ADJOURNMENT

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create.
discover.
play.

**Board of
Commissioners**

Bob Frey
John Kelly
William Barrett
Terry A. Mee
Ray Morrill
John Vires

Executive Director
Michael Benard
630.510.4945

Community Center
630.690.4880

Administration
102 E. Wesley Street
Wheaton, IL 60187



BUILDINGS GROUNDS & FINANCE SUBCOMMITTEE MEETING SCHEDULE 2022- Updated March 16, 2022

The Wheaton Park District Board of Commissioners Buildings Grounds and Finance Subcommittee meetings for the year 2022 will be held on the following dates. The Buildings Grounds and Finance Subcommittee meetings typically will take place on the first Wednesday of each month at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL, Beginning at 5:00 p.m. **Please note deviations below in bold.**

January 12	Buildings Grounds & Finance Meeting Held Second Wednesday of the month
February 9	Building Grounds & Finance Meeting Held Second Wednesday of the month
March 2	Buildings Grounds & Finance Meeting
April 13	Buildings Grounds & Finance Meeting Held Second Wednesday of the month
May 4	Buildings Grounds & Finance Meeting
June 1	Buildings Grounds & Finance Meeting
July 6	Buildings Grounds & Finance Meeting
August 3	Buildings Grounds & Finance Meeting
September 7	Buildings Grounds & Finance Meeting
October 5	Buildings Grounds & Finance Meeting-
November 2	Buildings Grounds & Finance Meeting
December 7	Buildings Grounds & Finance Meeting

Respectfully Submitted

Michael Benard
Board Secretary

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TO: Wheaton Park District Board of Park Commissioners
FROM: Sandra Simpson, Director of Finance
THROUGH: Michael Benard, Executive Director
RE: 2021 GO Bond Post Issuance Compliance Checklist
DATE: March 16, 2022



SUMMARY: The District is obliged to complete a post issuance compliance checklist whenever we issue General Obligation Bonds.

PREVIOUS COMMITTEE/BOARD ACTION: The board issued the Annual rollover bonds in November 2021 and receives this information annually.

REVENUE OR FUNDING IMPLICATIONS: N/A

ATTACHMENTS: The checklist and the report documenting that the checklist was completed.

RECOMMENDATION: There is no board action required, as noted in the report, it is just required that the report (the last two pages on the attached) be made a public document. We satisfy that requirement by adding it as a staff report in our regular board meeting package.

December 8, 2021

Mr. Michael Benard, Executive Director
Ms. Sandra Simpson, Director of Finance
Wheaton Park District
102 East Wesley Street
Wheaton, Illinois 60187

Re: Wheaton Park District,
DuPage County, Illinois (the “*District*”)
\$1,853,088 General Obligation Limited Tax Park Bonds,
Series 2021 (the “*Bonds*”)
Post Issuance Compliance Matters

Dear Mike and Sandra:

Congratulations on the successful closing of the Bond issue. Although the closing is clearly the major milestone in the transaction process, we want to remind you of certain of your ongoing obligations under the federal tax and securities laws and various Bond-related documents.

As you know, the District has adopted a Bond Record Keeping Policy (the “*Policy*”) to monitor tax compliance requirements related to the tax-exempt status of the Bonds. The Policy establishes due diligence practices and sets personal responsibility so you and your successors can find what you need should the Internal Revenue Service (“*IRS*”) contact the District. The Policy requires the Compliance Officer (as designated in the Policy) to annually review the applicable records and report his or her findings to the Board of Park Commissioners of the District. We have enclosed a Post Issuance Compliance Checklist and a Post Issuance Compliance Report (which, together with the Policy, are the “*Post Issuance Compliance Materials*”) to assist you and the District in this regard. While the Post Issuance Compliance Materials are not meant to be an exhaustive guide, they may provide you with a helpful methodology for compliance.

In some cases, the District may arrange for someone to assist with certain Post Issuance Compliance responsibilities. For example, the District’s financial advisor or investment banker may work with the District on its continuing disclosure obligations. That relationship should be so noted on the Post Issuance Compliance Checklist.

Chapman and Cutler LLP

Mr. Michael Benard
Ms. Sandra Simpson
December 8, 2021
Page 2

The IRS has an active audit program and regularly audits tax-exempt bond issues. As part of an audit, the IRS generally demands extensive records concerning post issuance use of proceeds as well as all of the documents in the bond transcript relating to the issuance of the bonds (and documents relating to obligations refunded by the bonds, if any). The IRS also sends compliance questionnaires to issuers inquiring about bond issues and about record keeping policies for the bonds. Adopting, maintaining and complying with adequate record keeping policies will help the District answer IRS audit questions and IRS compliance questionnaires and should provide the District with a more favorable settlement of tax issues if the District needs to approach the IRS as part of a voluntary settlement program.

Since every financing is different, your record keeping must be tailored to the particulars of the Bonds. Answers to frequently asked questions pertaining to those requirements can be found on the IRS website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"). It will be your obligation to comply with the record keeping requirements for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years. In the event the IRS audits the Bonds, the District (as the taxpayer in the audit) has the burden of proof to demonstrate the entitlement to tax exemption.

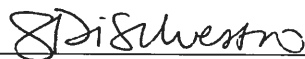
As indicated in our engagement letter with the District, our representation of the District and the attorney-client relationship created by the engagement letter concluded upon the issuance of the Bonds. The Post Issuance Compliance Materials have been prepared by us and are provided to you as a courtesy and for informational purposes only. The Post Issuance Compliance Materials are general in nature, are based upon authorities that are subject to change and are not intended as legal advice.

As always, please feel free to call the undersigned with any questions or comments.

Very truly yours,

CHAPMAN AND CUTLER LLP

By



Stephanie DiSilvestro

SD:nr
Enclosure

cc: Mr. Anthony Miceli
Ms. Anjali Vij

POST ISSUANCE COMPLIANCE CHECKLIST

\$1,853,088 GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2021

Responsible Person for Debt Management Activities	Director of Finance
Bond Counsel	Chapman and Cutler LLP
Municipal Advisor	Speer Financial, Inc.
Purchaser	Republic Bank of Chicago
Paying Agent	Republic Bank of Chicago

A. FEDERAL TAX LAW REQUIREMENTS

1. General Matters.

(a) Location of complete bond transcript:

File saved on network at Q:\Audit\Debt Schedules\Annual Debt Issues\2021\WPD Series 2021 transcript

(b) Have there been any "significant modifications" to the bond documents? If so, this could result in a reissuance. You may need proof of filing a new Form 8038-G plus a final rebate calculation on the pre-modified bonds. **No**

2. Monitor the Use of Proceeds and Financed Facilities.

(a) Do you have any no private business use arrangements with any private entities (includes the federal government)? **No**

(b) Have you taken any actions Re: the Financed Facilities?

(i) Sale? **No**

(ii) Leases? **No**

(iii) Management contracts? **No**

(iv) "Special legal entitlements"? **No**

3. Arbitrage.

(a) Rebate¹

Annual issues are spent within one year. Longer term issues spent within 3 years; however, our advance refunding escrows can encounter issues when the slug window closes at the wrong time for us.

(i) First installment of arbitrage rebate generally is due on the fifth anniversary of bond issuance plus 60 days.

(ii) Succeeding installments every five years.

¹ To calculate rebate one must have at least (i) complete records of all payments of principal and interest made on the Bonds and (ii) all investment income received on the investment of Bond proceeds.

\$458,950.00 of these proceeds are used for the 12/15/2021 debt payment for the Series 2019A Alternate General Obligation Bonds of the District. \$17,200.00 was used to pay the expenses of issuing the bonds. The remaining \$1,376,938.00 is used for capital projects of the District. The expenditure of those proceeds can be found on the District's network at Q:\Audit\Debt Schedules\Spend Down of Proceeds\Audit Compliance of 2010 & Annual Bond Issues

- (iii) Final installment 60 days after retirement of last bonds of issue.
- (iv) Monitor expenditures prior to semi-annual target dates for six-month, 18-month, or 24-month spending exception.
- (b) Monitor expenditures generally against date of issuance expectations for three-year temporary period.
- (c) For advance refunding escrows, confirm that any scheduled purchases of 0% SLGS are made on scheduled date.

4. Record Retention.

- (a) Maintain general records relating to issue for life of issue plus any refunding plus three years. District's network at Q:\Audit\Debt Schedules\Annual Debt Issues\2021
- (b) Maintain special records required by safe harbor for investment contracts or defeasance escrows. N/A
- (c) Maintain record of identification on issuer's books and records of "qualified hedge" contracts and all payments and receipts thereunder. N/A

B. SECURITIES LAW DISCLOSURE REQUIREMENTS (NOT APPLICABLE TO THE BONDS)

1. SEC Rule 15c2-12 Requirements².

- (a) Did the District execute and deliver a continuing disclosure undertaking ("CDU") in connection with the Bond issue? Was it a limited or a full CDU? If you are obligated to provide certain information to the market and fail to do so, subsequent attempts to access the market may be penalized. No per bond transcript page 72 of 123
- (b) Periodically determine that required CDU filings have been prepared, sent to and received by EMMA. We get notifications of every time an update is made, we have signed up to receive email notifications automatically from EMMA. Additionally Speer sends us an email notifying us of same. The confirmations can be found on the EMMA portal as well as on the district's network at Q:\Audit\Debt Schedules\Annual Debt Issues\2021
- (c) Information reports.
 - (i) Annual reports.
 - (1) Quantitative financial information and operating data disclosed in official statement.
 - (2) Audited financial statements.
 - (ii) Other information.
 - (1) Change of fiscal year.

However, we are required to do CDUs for other outstanding debt issues. our municipal advisor, Speer, drafts these. We review them in detail and after our changes our made Speer files them on EMMA. We are notified by email any time any filing is done on our issues on EMMA (this is something we signed up for at EMMA). We also retain a copy of the confirmations that Speer sends us of the filings on our network.

² Disclosures must be made via the Municipal Securities Access ("EMMA") system. Material filed at EMMA will be

(2) Other information specified in CDU.

(d) Reportable Event Disclosure. N/A

Notification by obligated person to EMMA, in timely manner, of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies.
- (ii) Non-payment related defaults, if material.
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (v) Substitution of credit or liquidity providers, or their failure to perform.
- (vi) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds.
- (vii) Modifications to rights of holders of the bonds, if material.
- (viii) Bond calls and tender offers.
- (ix) Defeasances.
- (x) Release, substitution or sale of property securing repayment of the bonds.
- (xi) Rating changes.
- (xii) Bankruptcy, insolvency, receivership or similar event of the District.
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (xv) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material.
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District, any of which reflect financial difficulties.

- (e) Failure of the District to timely file financial information (including audited financial statements) and operating data with EMMA.

2. Information Required to be Filed with Other Entities.

- (a) Rating Agency(ies). Moody's
- (b) Bond Insurer. N/A
- (c) Credit Enhancer. N/A

Examples:

- (i) Financial records.

- (1) Annual.

- (2) Quarterly.

Annual Comprehensive Financial Report is available on our website - <http://wheatonparkdistrict.com/transparency-portal/budget-financial-reports/>

N/A

- (ii) Budgets.

- (iii) Issuance of additional bonds. N/A

- (iv) Events of default. N/A

- (v) Notices of redemption. N/A

- (vi) Amendments to bond documents. N/A

C. MISCELLANEOUS

1. Financial Covenants.

Monitor rate or other covenants. N/A

2. Investments.

Monitor permitted investments restrictions. N/A

PLEASE NOTE: This checklist is by its nature not comprehensive. No checklist can ever be a complete safeguard. Federal tax law compliance depends upon all of the relevant facts and circumstances in the particular transaction. Nonetheless, checklists can help provide a methodology for compliance.

The joint task force between the National Association of Bond Lawyers and the Government Finance Officers Association has prepared a more comprehensive "Tax Compliance Checklist—Post Issuance," which can be found at [www.http://www.gfoa.org/downloads/PostIssuanceCompliance.pdf](http://www.gfoa.org/downloads/PostIssuanceCompliance.pdf).

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "*Policy*") originally adopted by the Board of Park Commissioners (the "*Board*") of the Wheaton Park District, DuPage County, Illinois (the "*District*"), on the 22nd day of September, 2010, and as amended on the 14th day of November, 2012, I have prepared a report reviewing the District's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District's compliance with such covenants and expectations.

(a) *Records.* I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability.* I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the "IRS") has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 16th day of March 2022.

By 
Compliance Officer

Wheaton Park District 2023 Budget Development Calendar

April 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
				Noon deadline for finishing policy change recommendations for May Finance Committee. <i>[Finance Director]</i>		

1 2

Notes

May 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
1	2	3	4	5	6	7
			Finance Committee Agenda Item: Staff proposed policy amendments presented for review .		Noon deadline for updating any policy changes for May Board Meeting. [Finance Director]	
8	9	10	11	12	13	14
15	16	17	18	19	20	21
			BOARD Agenda Item: Staff proposed policy amendments with any changes from Finance Committee presented for approval .		Budget manual posted on intranet (needs to be prior to kick-off because Finance, HR, Marketing, FT salaries & wages, and IS&T are due before kick-off)	
22	23	24	25	26	27	28
29	30	31	1	2	3	4

5 6

Notes

Wheaton Park District 2023 Budget Development Calendar

June 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
29	30	31	1 Noon deadline for Finance, HR, Marketing, Parks, Executive Director and IT 2023 input.	2	3	4
5	6	7	8	9	10	11
12	13	14 Budget Kick-Off Meeting at the Community Center - Rathje Room (9:00 am)	15 Board Agenda Item: <i>approve policies if not done in May.</i>	16	17	18
19	20	21	22 Capital & IT Requests deadline (5 PM)	23	24	25
26	27	28	29	30	1	2
3	4	Notes				

Wheaton Park District 2023 Budget Development Calendar

July 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
26	27	28	29	30	1	2
				New account number, telephone/cell phone and Full Time Personnel requests deadline (5 PM)		
	Staff inputs budget detail into Springbrook software.					
3	4	5	6	7	8	9
	Staff inputs budget detail into Springbrook software.					
10	11	12	13	14	15	16
			Capital Improvement Plan preliminary meeting 10 AM		2023 budget entry complete by 2:30 PM. Those entries are then copied over to the 2024 & 2025 entries.	
	Staff inputs budget detail into Springbrook software.					
17	18	19	20	21	22	23
	Staff inputs budget detail into Springbrook software.					
24	25	26	27	28	29	30
				Capital Improvement Plan Budget Input is cutoff at Final Meeting 10 AM 4:30 PM		
	Staff inputs budget detail into Springbrook software.					
31	1	Notes				

Wheaton Park District 2023 Budget Development Calendar

August 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
31	1	2	3	4	5	6
	Finance review of proposed budgets					
7	8	9	10	11	12	13
					Draft of budget to Executive Director for review	
	Finance & Executive Director review of proposed budgets					
14	15	16	17	18	19	20
	Finance & Executive Director review of proposed budgets					
21	22	23	24	25	26	27
	Finance & Executive Director review of proposed budgets					
28	29	30	31	1	2	3
	Finance & Executive Director review of proposed budgets					
4	5	Notes				

Wheaton Park District 2023 Budget Development Calendar

September 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
28	29	30	31	1	2	3
					Preliminary draft of budget is due to the board for Labor Day weekend review	
4	5	6	7	8	9	10
	[Labor Day]		Finance Committee meeting where Budget review begins			
11	12	13	14	15	16	17
18	19	20	21	22	23	24
			Board acknowledges receipt of budget which starts the 30 day viewing period			
25	26	27	28	29	30	1
2	3	Notes				

Wheaton Park District 2023 Budget Development Calendar

October 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
25	26	27	28	29	30	1
				Tax levy estimation resolution prepared for board package <i>[Finance Director]</i>		
2	3	4	5	6	7	8
			Publication notice of budget hearing (7-14 days prior to hearing). This is the 1st day it can be published. <i>[Executive Assistant]</i>			
			Finance Committee meeting review of budget			
9	10	11	12	13	14	15
			Publication notice of budget hearing (7-14 days prior to hearing). This is the latest day it can be published. <i>[Executive Assistant]</i>		30 Day public viewing period concluded	
16	17	18	19	20	21	22
			Tax Levy Presentation and adoption of tax levy resolution Budget hearing is opened <i>(once hearing is closed, the board must take action within 7-30 days)</i>			
23	24	25	26	27	28	29
30	31					
			Notes			

Wheaton Park District 2023 Budget Development Calendar

November 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
30	31	1	2	3	4	5
			Finance Committee meeting review of budget			
			If a tax levy hearing is required, this is the first date that the tax levy hearing publication notice can be published. <i>(Required only if the total tax levy exceeds the prior year's extension by 105%) [Executive Assistant]</i>			
6	7	8	9	10	11	12
			Last date the tax levy hearing publication notice can be published, if required. <i>[Executive Assistant]</i>			
13	14	15	16	17	18	19
			Board meeting- Budget and Appropriations Ordinance (BAO) on agenda, if budget hearing closed at the October board meeting) If the BAO is on the agenda, the tax levy and abatement ordinances would also be agenda. <i>Budget hearing may be continued if not closed at the October board meeting (once hearing is closed board must take action within 7-30 days)</i> If required, Tax Levy hearing is held		Last date the BAO can be adopted, if the Budget Hearing was closed at the October board meeting. <i>[Executive Assistant]</i>	
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	Notes				

Wheaton Park District 2023 Budget Development Calendar

December 2022

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
			Regular board meeting - Budget and Appropriations, Tax Levy and Tax Abatement Ordinances on agenda for adoption (if not adopted at November meeting)		Last date the BAO can be adopted, if budget hearing closed at the November board meeting <i>[Executive Assistant]</i>	
18	19	20	21	22	23	24
25	26	27	28	29	30	31
		Deadline for filing the tax levy with DuPage County <i>[Executive Assistant files this. She typically does it along with the BAO and the Tax Abatement Ordinances right after the December board meeting]</i>				
1	2	Notes				

Wheaton Park District 2022 Budget Development Calendar

January 2023

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 Deadline for filing the BAO, if adopted at December board meeting [Executive Assistant]	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6					

February 2023

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 Deadline for filing any Tax Abatement Ordinances with the County	25
26	27	28	1	2	3	4
5	6					

March 2023

SUN	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3					

TO: Board of Commissioners

FROM: Dan Novak, Director of Athletics
Adam Lewandowski, Superintendent of Athletic Programs & Facilities
Vicki Beyer, Director of Recreation
Jamie Martinson, Superintendent of Recreation Programs

THROUGH: Michael Benard, Executive Director

RE: Athletic and Recreation Vendor List Over \$9,999.99

DATE: March 1, 2022

SUMMARY

The Recreation and Athletic Departments retain independent contractors to provide specialized services such as program instruction, athletic training, officiating, and facility space. These vendors are expected to be paid more than \$9,999.99 through March 2023.

DISCUSSION OF THE ISSUE

The following independent contractors were paid more than \$9999.99 in 2021 or are expected to be paid more than that threshold in 2022.

Vendors likely to be over \$9,999.99	Vendor Number	Service Provided	2020	2021
EVP Academies LLC	05220	Volleyball Programs	\$5,621	\$18,031
Center Ice of DuPage	06371	Ice Skating Lessons	\$5,740	\$8,359
Bill George Youth Football League (BGYFL)	00120	Tackle Football League Fees and Dues	\$0	\$9,900
IWSL	00481	Illinois Soccer League	\$0	\$7,915
Illinois Shotokan Karate	00449	Karate Programs	\$10,536	\$13,369
Mabini Systems	05674	Wings Soccer referees	\$0	\$1,464
RJ Sisson Inc.	05264	Parent/Child Music Programs	\$13,034	\$14,087
Lacrosse Illinois NFP	06914	Lacrosse Instruction	\$0	\$14,958
Youth Tech Inc.	06002	Computer Program Design Instructional Programs	\$0	\$11,666
BoosterShot LLC	04265	Cheerleading & Football Fundraiser	\$822	\$15,744
NISL	00683	Northern Illinois Travel Soccer League	\$0	\$0

Vendors over \$25,000 State Bidding Law	Vendor Number	Service Provided	2020	2021
Hot Shot Sports	06851	Youth Athletic Programs	\$2,273	\$36,593
Soccer Shots (Carly's Kickers LLC)	05083	Youth Soccer Programs	\$21,299	\$45,633
Future Pros	00308	Soccer Camps & Trainers	\$103,369	\$149,687
Chicagoland Whistles, Inc.	00643	Referees/Officials (Basketball)	\$24,615	\$10,894
Naperville Yard	05756	Facility Rental (Wings)	\$5,063	\$22,830
TJ Official Finders	04857	Referees/Officials (Football, Baseball/Softball, Soccer & Basketball)	\$32,980	\$73,601
Redlok Productions Inc.	09534	Cheer Competition and State Fees	\$150	\$43,040
Chicago Classic Coach	05068	Transportation MLC Trips	\$1,109	\$10,031
To the Next Level Basketball	06641	Basketball Instruction	\$36,635	\$26,775
Tumbling Times	06555	Tumbling Programs	\$12,173	\$30,619
YSSL (Young Sportsmen's Soccer League)	06201	Young Sportsman Soccer League/Wings Boys	\$750	\$18,545
All in Athletics	06976	Basketball Instruction	\$0	\$8,010.07
Arin Enge	06689	Tennis Instruction	\$0	\$17,414

PREVIOUS COMMITTEE/BOARD ACTION:

Athletic and Recreation Department specialized service vendors over \$9,999.99 was last approved by the Wheaton Park District Board of Commissioners on March 17, 2021. Wheaton Park District Finance Policies were last reviewed and approved by the Board of Commissioners on May 19, 2021.

REVENUE OR FUNDING IMPLICATIONS

Program fees and charges cover the cost of the services. In addition, the profit margin on most recreation/athletic program is a minimum of 34%.

RECOMMENDATION:

Recommend Board Approval of the 2022 Athletic and Recreation Program Services Independent Contractor Agreements Resulting in Expenditures over \$10,000

BIDDING POLICY

- A. Purchase of goods or services estimated to exceed in value the legal limit set by Illinois statues shall follow these bidding procedures:
 1. The Wheaton Park District shall award contracts for supplies, materials, and labor more than the legal limit to the lowest responsible bidder after proper advertisement and receipt of sealed bids. Exclusions include professional services, computer hardware and software and utility services including telecommunications and interconnect equipment, software, and services. Contracts for professional services exempted include those for services where the individuals possess a high degree of professional skill where the ability or fitness of the

individual plays an important part. All these independent contractors are required to have a significant level of training and expertise in their specific area of service, whether it's sports aptitude or ability, coaching experience, licensing, certifications, or other requirements. In other words, the individual abilities and experience of the independent contractor are of the utmost concern in the contracting process.

WHEATON PARK DISTRICT

AN ORDINANCE APPROVING THE DISPOSAL AND SALE OF PERSONAL PROPERTY OWNED BY THE WHEATON PARK DISTRICT

ORDINANCE 2022-01

WHEREAS, the Wheaton Park District, DuPage County, Illinois (the “District”), is a duly organized and existing Park District created under the provision of the laws of the State of Illinois and is now operating under the provisions of the Park District Code of the State of Illinois and all laws amendatory thereof and supplementary thereto (the “Park Code”); and,

WHEREAS, pursuant to Section 8-22 of the Park Code, three-fifths of the members of the Park Board may authorize the trade in, donation, or disposal of personal property that is no longer necessary, useful to, or in the best interests of the Park District; and,

WHEREAS, the Park District owns: Fourteen (14) Cheerleading Mats located at the Central Athletic Complex; Seven (7) Basketball Rims located at the Central Athletic Complex; Fifty (50) Metal Folding Chairs located at the Central Athletic Complex; Three (3) Metal Chair Racks located at the Central Athletic Complex; Two (2) Metal Round Volleyball Stands; Two (2) Wood Paneling from old balcony bleachers located at the Central Athletic Complex;

WHEREAS, the Board of Park Commissioners has determined that it would be in the best interest of the Park District to dispose: Fourteen (14) Cheerleading Mats located at the Central Athletic Complex; Seven (7) Basketball Rims located at the Central Athletic Complex; Fifty (50) Metal Folding Chairs located at the Central Athletic Complex; Three (3) Metal Chair Racks located at the Central Athletic Complex; Two (2) Metal Round Volleyball Stands; Two (2) Wood Paneling from old balcony bleachers located at the Central Athletic Complex;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE WHEATON PARK DISTRICT, DuPage County, Illinois, as follows:

Section 1: The foregoing preamble of the Ordinance is hereby incorporated in its entirety in **Ordinance 2022-01**

Section 2: The Park District will dispose: Fourteen (14) Cheerleading Mats located at the Central Athletic Complex; Seven (7) Basketball Rims located at the Central Athletic Complex; Fifty (50) Metal Folding Chairs located at the Central Athletic Complex; Three (3) Metal Chair Racks located at the Central Athletic Complex; Two (2) Metal Round Volleyball Stands; Two (2) Wood Paneling from old balcony bleachers located at the Central Athletic Complex;

Section 3: Except, as otherwise provided herein, this **Ordinance 2022-01** Shall be in full force and effective forthwith upon its adoption and approval as provided by law.

Adopted this 16th day of March 2022.

AYES: _____

NAYS: _____

ABSENT: _____

President Board of Park Commissioners
Wheaton Park District

ATTEST:

Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

TO: Board of Commissioners
FROM: Daniel Novak, Director of Athletics & Facilities
 Adam Lewandowski, Superintendent of Athletic Programs & Facilities
THROUGH: Michael Benard, Executive Director
RE: FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT
DATE: March 16, 2022



STATEMENT OF THE ISSUE

The Wheaton Park District Youth Football Program has over 475 participants. Official bids were mailed or sent out electronically for our youth football uniforms and equipment. The expenses will be covered by sponsorships, registration fees, and fundraisers, which will be covered in the 2022 athletic department football operational budget.

Bid packets were sent to thirty-two (32) companies and a bid notice was placed in the Daily Herald newspaper. On Tuesday, February 15, 2022, at 10A at the Wheaton Park District Park Services Center the six (6) received bids were officially opened.

I. Equipment/Helmets/Miscellaneous Supplies

Vendor	600 ea. Mouth Guards (strapped) Navy Blue	30 ea. Riddell Hard Cup Chin Strap Navy Blue	25 doz. Champro Football Belt FWB - Orange	40 ea. Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC-HS4 Facemask Attached (Navy Blue FM)	105 ea. Champro 5- Star Rated SH7 Soft Shell Helmet	10 ea. Champro 6" Pump A143
TPS Sports	\$.52	NB	\$8.48	NB	\$35.58	\$3.48
Winning Teams	\$.53	NB	\$8.60	NB	\$35.75	\$3.40
BSN Sports	\$.35	NB	\$11.74	NB	\$48.91	NB
Kirhofer's Sports	\$.65	NB	\$9.10	NB	\$37.10	\$5.00
Riddell	\$.37	\$11.50	\$11.36	\$145.00	\$47.60	\$4.80
Pyramid School Products	NB	NB	\$9.98	NB	\$40.99	\$3.89

- **Recommendations:** Staff recommend we accept the lowest qualified vendors in the respective bid specifications.
 - BSN Sports be awarded the Mouth Guards.
 - Riddell be awarded the Riddell Hard Cup Chin Strap and Riddell Speed Classic Youth Helmets.
 - TPS Sports be awarded the Champro Football Belt and the Champro 5-Star Rated SH7 Soft Shell Helmets.
 - Winning Teams be awarded the Champro 6" Pump A143.

II. Footballs/Shoulder Pads

Vendor	10 ea. Wilson GST Composite Pee Wee	8 ea. Wilson GST Composite Junior	15 ea. Wilson NFL The Duke Mini Replica Footballs	20 ea. Riddell Pursuit Youth Shoulder Pad	20 ea. Riddell Drive Pant Fully Integrated Navy	175 ea. Riddell Titan Pant Navy
TPS Sports	NB	NB	NB	NB	NB	NB
Winning Teams	NB	NB	NB	NB	NB	NB
BSN Sports	\$28.98	\$28.96	NB	\$47.98 – SUB	NB	NB
Kirhofer's Sports	\$47.00	\$47.00	NB	NB	NB	NB
Riddell	NB	NB	NB	\$48.00	Y – \$29.10 A – \$31.50	Y – \$23.70 A – \$29.90
Pyramid School Products	\$29.50	\$29.50	NB	NB	NB	NB

- Recommendations: Staff recommends we accept the lowest qualified vendors in the respective bid specifications.
 - BSN Sports be awarded the Wilson GST Composite Pee Wee and Wilson GST Composite Junior Footballs.
 - Riddell be awarded the Riddell Pursuit Youth Shoulder Pad, Riddell Drive Pant Fully Integrated, and Riddell Titan Pants.
 - No companies bid on the Wilson NFL Duke Mini Replica Footballs.

III. Jerseys/Socks

Vendor	350 ea. Reversible Game Jersey	350 ea. Two Separate Game Jerseys	450 ea. Hero Flag Football Jersey	350 ea. Champro Pre Season Practice Football Jersey FJ56 Navy	21 doz. Champro AS2 Multi-Sport Socks (Orange)
TPS Sports	A – \$43.98 Y – \$43.98	A – \$33.88 Y – \$33.88	Y – \$16.78 A – \$17.78	Y – \$12.38 A – \$12.38	\$25.98
Winning Teams	A – \$48.88 Y – \$47.88	A – \$42.88 Y – \$41.88	Y – \$19.88 A – \$20.88	Y – \$10.88 A – \$10.88	\$25.80
BSN Sports	A – \$33.00 Y – \$31.50	NB	Y – \$26.00 A – \$28.00	NB	\$36.00
Kirhofer's Sports	A – \$42.50 Y – \$42.50	NB	Y – \$17.00 A – \$18.00	Y – \$14.00 A – \$15.00	\$36.00
Riddell	A – \$60 Y – \$55	A – \$42.00 Y – \$38.00	Y – \$19.90 A – \$20.90	Y – \$14.10 A – \$14.10	\$34.56
Pyramid School Products	NB	NB	NB	Y – \$18.99 A – \$18.99	\$29.28

- **Recommendations:**
 - Staff recommends Kirhofer's Sports be awarded the Reversible Game Jerseys. The BSN Sports Reversible Game Jersey submitted was a flag football jersey, which cannot fit over shoulder pads as needed. Kirhofer's Sports is the lowest qualified bidder in the Reversible Game Jersey specification.
 - Staff recommends rejecting the Two Sperate Game Jerseys as these will not be order for the 2022 season, with the single reversable jersey proving more cost effective.
 - Staff recommend we accept the lowest qualified vendors in the respective bid specifications.
 - TPS Sports be awarded the Hero Flag Football Jersey.
 - Winning Teams be awarded the Champro Pre Season Practice Football Jersey FJ56 and Champro AS2 Multi-Sport Socks.

IV. MISCELLANEOUS ITEMS

Additional miscellaneous equipment will be purchased including ice packs, flag belts, equipment bags, etc. Staff will purchase these supplies from the retailer providing the best price, and it is anticipated that they will be split between several companies.

PREVIOUS COMMITTEE/BOARD ACTION:

The Wheaton of Park District Board of Commissioner's approved the 2021 Football uniforms and athletic equipment bid results as presented the March 12, 2021 meeting.

REVENUE OR FUNDING IMPLICATIONS:

All expenses will be included in the Wheaton Park District Football fund and will be covered by sponsorships, registration fees, and fundraisers. Quantities are approximate and may vary accordingly.

ATTACHMENTS:

Summary of the Awarded Vendors per Football Equipment Bid Category.

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner's approve the 2022 Football uniforms and athletic equipment bid results as presented.

Wheaton Park District
2022
FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS

Vendor	Equipment	Quantity	Cost
Equipment			
BSN Sports	Mouth Guards (Strapped) Navy Blue	600 ea.	\$.35
Riddell	Riddell Hard Cup Chin Strap Navy Blue	30 ea.	\$11.50
TPS Sports	Champro Football Belt FWB Orange	25 doz.	\$8.48
Helmets			
Riddell	Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC-HS4 Facemask Attached (Navy Blue FM)	40 ea.	\$145.00
TPS Sports	Champro 5-Star Rated SH7 Soft Shell Helmet	105 ea.	\$35.58
Miscellaneous Football Supplies			
Winning Teams	Champro 6" Pump A143	10 ea.	\$3.40
Footballs			
BSN Sports	Wilson GST Composite Pee Wee	10 ea.	\$28.98
BSN Sports	Wilson GST Composite Junior	8 ea.	\$28.96
N/A	Wilson NFL The Duke Mini Replica	15 ea.	\$N/A
Shoulder Pads			
Riddell	Riddell Pursuit Youth Shoulder Pad	20 ea.	\$48.00
Pants			
Riddell	Riddell Drive Pant Fully Integrated Navy	20 ea.	Y – \$29.10 A – \$31.50
Riddell	Riddell Titan Pant Navy	175 ea.	Y – \$23.70 A – \$29.90

**Wheaton Park District
2022
FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS**

Jerseys			
Kirhofer's Sports	Reversible Game Jersey	350 ea.	\$42.50
TPS Sports	Hero Flag Football Jersey	450 ea.	Y – \$16.78 A – \$17.78
Winning Teams	Champro Pre Season Practice Football Jersey FJ56 Navy	350 ea.	Y – \$10.88 A – \$10.88
Socks			
Winning Teams	Champro AS2 Multi-Sport Socks (Orange)	21 doz.	\$25.80

MISCELLANEOUS ITEMS

Additional miscellaneous supplies will be purchased including ice packs, flag belts, equipment bags, etc. Staff will purchase these supplies from the retailer providing the best price.



TO: Board of Commissioners

FROM: Margie Wilhelmi, Director of Marketing
Dan Novak, Director of Athletics & Facilities

THROUGH: Mike Benard, Executive Director

RE: Approval of Payment Exceeding \$10,000 for Cosley Zoo Run for the Animals 2022 Shirts

DATE: March 16, 2022

SUMMARY:

Staff seeks the Wheaton Park District Board of Commissioners approval to purchase runner and volunteer t-shirts for the 2022 Cosley Zoo Run for the Animals. This event will take place on Saturday, June 4. This annual fundraiser is hosted by the Cosley Foundation and these expenses are budgeted and paid for in the Cosley Foundation 2022 Budget, which was approved by the Cosley Foundation Board on January 26, 2022. Request for proposal were sent on February 3, 2022, to five (5) apparel vendors. Staff received four (4) price quotes in which the chart below reflects the pricing breakdown for the 5K/10K, ½ Mile, and Volunteer Shirts. Orders will be placed in mid-March for a mid-May delivery.

	Total Shirts	Running Awards	Marathon Sportswear	Lynnpro	Blue Sky Marketing
Cosley 5K/10K Runner Shirts	2,750	\$23,200.04	\$18,999.50	\$21,922.50	\$21,847
Cosley ½ Mile Runner Shirts	300	\$2,145.00	\$2,235.00	\$2,088.00	\$2,507.00
Volunteer Shirts	300	\$1,790.00	\$2,049.25	\$2,135.50	\$1,711.00
Screen & Shipping	-	\$1,310.00	\$25.00	Included	\$650
Total	3,350	\$28,445.04	\$23,308.75	\$26,146.00	\$26,715.00

REVENUE / EXPENSE IMPLICATIONS

Expenses are budgeted and paid for in the Cosley Foundation 2022 Budget. This annual event, in total, produces a positive bottom-line profit.

ATTACHMENTS:

- (1) RFP Vendor Results

RECOMMENDATION:

Staff seeks board approval to place the order, not to exceed, \$24,000 for Cosley Zoo Run for the Animal 2022 youth and adult runner shirts and volunteer shirts through Marathon Sportswear. Marathon Sportswear has been a trusted vendor of the Wheaton Park District for many years and provides top quality products and services.

COSLEY RUN		QUANTITY	Running Awards & Apparel		Marathon Sportswear, Inc.		Lynnpro		Blue Sky	
Youth Runner Shirt	YS	40	\$ 8.40	\$ 336.00	\$ 6.35	\$ 254.00	\$ 7.93	\$ 317.20	\$7.25	\$290.00
	YM	90	\$ 8.40	\$ 756.00	\$ 6.35	\$ 571.50	\$ 7.93	\$ 713.70	\$7.25	\$652.50
	YL	150	\$ 8.40	\$ 1,260.00	\$ 6.35	\$ 952.50	\$ 7.93	\$ 1,189.50	\$7.25	\$1,087.50
	YXL	0	\$ 8.40	\$ -	\$ 6.35	\$ -	\$ 7.93	\$ -	\$7.25	\$0.00
		280		\$ 2,352.00		\$ 1,778.00		\$ 2,220.40		\$2,030.00
Adult Runner Shirt	S	705	\$ 8.40	\$ 5,922.00	\$ 6.95	\$ 4,899.75	\$ 7.93	\$ 5,590.65	\$8.00	\$5,640.00
	2750 M	725	\$ 8.40	\$ 6,090.00	\$ 6.95	\$ 5,038.75	\$ 7.93	\$ 5,749.25	\$8.00	\$5,800.00
		L	725	\$ 8.40	\$ 6,090.00	\$ 6.95	\$ 5,038.75	\$ 7.93	\$ 5,749.25	\$8.00
	XL	265	\$ 8.40	\$ 2,226.00	\$ 6.95	\$ 1,841.75	\$ 7.93	\$ 2,101.45	\$8.00	\$2,120.00
	XXL	40	\$ 9.90	\$ 396.04	\$ 7.95	\$ 318.00	\$ 9.93	\$ 397.20	\$9.00	\$360.00
	XXXL	10	\$ 12.40	\$ 124.00	\$ 8.45	\$ 84.50	\$ 11.43	\$ 114.30	\$9.70	\$97.00
		2,470		\$ 20,848.04		\$ 17,221.50		\$ 19,702.10		\$19,817.00
Total Runner Shirts		2,750	\$ 23,200.04		\$ 18,999.50		\$ 21,922.50		\$ 21,847.00	
ZOO .5 MILE										
Youth Runner Shirt	YS	105	\$ 7.15	\$ 750.75	\$ 7.45	\$ 782.25	\$ 6.96	\$ 730.80	\$ 8.35	\$ 876.75
	YM	80	\$ 7.15	\$ 572.00	\$ 7.45	\$ 596.00	\$ 6.96	\$ 556.80	\$ 8.35	\$ 668.00
	YL	80	\$ 7.15	\$ 572.00	\$ 7.45	\$ 596.00	\$ 6.96	\$ 556.80	\$ 8.35	\$ 668.00
	YXL	25	\$ 7.15	\$ 178.75	\$ 7.45	\$ 186.25	\$ 6.96	\$ 174.00	\$ 8.35	\$ 208.75
		290		\$ 2,073.50		\$ 2,160.50		\$ 2,018.40		\$ 2,421.50
Adult Runner Shirt	S	10	\$ 7.15	\$ 71.50	\$ 7.45	\$ 74.50	\$ 6.96	\$ 69.60	\$ 8.55	\$ 85.50
	M	0	\$ 7.15	\$ -	\$ 7.45	\$ -	\$ 6.96	\$ -	\$ 8.55	\$ -
	L	0	\$ 7.15	\$ -	\$ 7.45	\$ -	\$ 6.96	\$ -	\$ 8.55	\$ -
	XL		\$ 7.15	\$ -	\$ 7.45	\$ -	\$ 6.96	\$ -	\$ 8.55	\$ -
	XXL		\$ 8.65	\$ -	\$ 8.90	\$ -	\$ 8.96	\$ -	\$ 10.15	\$ -
	XXXL		\$ 9.65	\$ -	\$ 9.45	\$ -	\$ 10.46	\$ -	\$ 11.10	\$ -
		10		\$ 71.50		\$ 74.50		\$ 69.60		\$ 85.50
Total Runner Shirt		300	\$ 2,145.00		\$ 2,235.00		\$ 2,088.00		\$ 2,507.00	
Volunteer Shirt	S	60	\$ 5.85	\$ 351.00	\$ 6.70	\$ 402.00	\$ 6.96	\$ 417.60	\$5.60	\$336.00
	M	70	\$ 5.85	\$ 409.50	\$ 6.70	\$ 469.00	\$ 6.96	\$ 487.20	\$5.60	\$392.00
	L	80	\$ 5.85	\$ 468.00	\$ 6.70	\$ 536.00	\$ 6.96	\$ 556.80	\$5.60	\$448.00
	XL	70	\$ 5.85	\$ 409.50	\$ 6.70	\$ 469.00	\$ 6.96	\$ 487.20	\$5.60	\$392.00
	XXL	15	\$ 7.35	\$ 110.25	\$ 8.50	\$ 127.50	\$ 8.96	\$ 134.40	\$7.05	\$105.75
	XXXL	5	\$ 8.35	\$ 41.75	\$ 9.15	\$ 45.75	\$ 10.46	\$ 52.30	\$7.45	\$37.25
Total Volunteer Shirts		300	\$ 1,790.00		\$ 2,049.25		\$ 2,135.50		\$ 1,711.00	
Shipping & Screen Print				\$50.00	\$25.00					
				\$1,260.00						
				\$1,310.00	\$25.00		\$650.00			
TOTAL INVOICE		3,350	\$ 28,445.04		\$ 23,308.75		\$ 26,146.00		\$ 26,715.00	



TO: Board of Commissioners

FROM: Jamie Martinson, Superintendent of Recreation
Dan Novak, Director of Athletics & Facilities

THROUGH: Mike Benard, Executive Director

RE: Approval of Payment Exceeding \$10,000 for Camp, Athletic, Parks Department T-Shirts

DATE: March 16, 2022

SUMMARY:

Staff seeks the Wheaton Park District Board of Commissioners approval to purchase summer camp participant t-shirts, as well as staff uniforms for the recreation, athletic and park service departments. In effort to secure best pricing for over 2,270 pieces of apparel, departments worked together on a combined request for proposal that was sent on February 3, 2022, to five (5) apparel vendors. Staff received three (3) price quotes in which the chart below reflects the pricing breakdown. Orders will be placed in mid-March for a mid-May delivery. All expenses are budgeted and paid for through the specific, camp, program, or departments operational budgets.

	Total Shirts	Marathon Sportswear	Lynnpro	Blue Sky Marketing
Recreation Camps	1,126	\$7,037.50	\$7,101.95	\$5,331.25
Lincoln Marsh Camps	305	\$1,921.50	\$1,840.25	\$1,193.75
Parks Department	107	\$2,111.85	\$2,149.62	\$1,633.65
Football Camp	38	\$285.00	\$453.26	\$284.50
Athletic Staff	65	\$487.50	\$546.90	\$402.25
Cosley Zoo Camp	80	\$628.00	\$575.40	\$324.00
Recreation Staff	551	\$4,115.85	\$4,288.98	\$3,147.70
Total	2,272	\$16,587.20	\$16,956.36	\$12,317.10

EXPENSE IMPLICATIONS

All expenses are budgeted and paid for through the specific, camp, program, or departments operational budget.

ATTACHMENTS:

- (1) RFP Vendor Results

RECOMMENDATION:

Staff seeks board approval, not to exceed, \$13,550 for the 2022 summer camp participant t-shirts, as well as staff uniforms for the recreation, athletic and park service departments through Blue Sky Marketing. The additional 10% is requested in case any orders need to be adjusted due to an increase in participation and/or staff needs.

			Marathon Sportswear, Inc.		Lynnpro		Blue Sky	
CAMPS		QUANITIES						
Camp Black Hawk	YS-YL	72	\$6.25	\$450.00	\$7.30	\$525.60	\$ 4.75	\$ 342.00
Camp Ilini	YM, YL	130	\$6.25	\$812.50	\$5.84	\$759.20	\$ 4.75	\$ 617.50
Mean Green	YM-YL	100	\$6.25	\$625.00	\$5.84	\$584.00	\$ 4.75	\$ 475.00
Mean Green	AS	15	\$6.25	\$93.75	\$5.84	\$87.60	\$ 5.35	\$ 80.25
Super Tots	YxS-YL	185	\$6.25	\$1,156.25	\$6.42	\$1,187.70	\$ 4.70	\$ 869.50
Super Tots	AS-L	15	\$6.25	\$93.75	\$6.42	\$96.30	\$ 5.05	\$ 75.75
Camp No Name	YS-YL	305	\$6.25	\$1,906.25	\$6.11	\$1,863.55	\$ 4.55	\$ 1,387.75
Camp No Name	AS-XL	60	\$6.25	\$375.00	\$6.46	\$387.60	\$ 4.90	\$ 294.00
Camp I Don't Know	YS-YL	122	\$6.25	\$762.50	\$6.42	\$783.24	\$ 4.70	\$ 573.40
Camp I Don't Know	AS-AXL	122	\$6.25	\$762.50	\$6.78	\$827.16	\$ 5.05	\$ 616.10
		1,126		\$7,037.50		\$7,101.95		\$ 5,331.25
Lincoln Marsh Staff		47	\$6.30	\$296.10	\$6.13	\$288.11	\$ 5.65	\$ 265.55
Lincoln Marsh (DW)		16	\$6.30	\$100.80	\$8.68	\$138.88	\$ 3.90	\$ 62.40
Lincoln Marsh (DW XXS)	XXS	25	\$6.30	\$157.50	\$5.77	\$144.25	\$ 3.50	\$ 87.50
Lincoln Marsh (DW)	Youth	170	\$6.30	\$1,071.00	\$5.77	\$980.90	\$ 3.50	\$ 595.00
Lincoln Marsh (DW)	Adult	47	\$6.30	\$296.10	\$6.13	\$288.11	\$ 3.90	\$ 183.30
		305		\$1,921.50		\$1,840.25		\$ 1,193.75
Parks Full Zip Hood	AS-XL	44	\$25.55	\$1,124.20	\$26.10	\$1,148.40	\$ 18.95	\$ 833.80
Park Full Zip Hood	XXL	5	\$26.55	\$132.75	\$28.10	\$140.50	\$ 20.00	\$ 100.00
Park Pull Over Hood	AS-XL	7	\$18.85	\$131.95	\$19.78	\$138.46	\$ 15.80	\$ 110.60
Parks Pull Over Hood	XXL	7	\$19.85	\$138.95	\$21.78	\$152.46	\$ 16.65	\$ 116.55
Parks Crew Neck	AS-XL	7	\$15.25	\$106.75	\$14.20	\$99.40	\$ 12.30	\$ 86.10
Parks Crew Neck	XXL	7	\$16.25	\$113.75	\$16.20	\$113.40	\$ 13.30	\$ 93.10
Parks Short Sleeve	XXL	10	\$11.45	\$114.50	\$9.46	\$94.60	\$ 8.55	\$ 85.50
Parks Short Sleeve	XXXL	10	\$12.45	\$124.50	\$10.96	\$109.60	\$ 8.80	\$ 88.00
Parks Long Sleeve	XXXL	10	\$12.45	\$124.50	\$15.28	\$152.80	\$ 12.00	\$ 120.00
		107		\$2,111.85		\$2,149.62		\$ 1,633.65
Football - short sleeve	AS-AXL	35	\$7.50	\$262.50	\$11.77	\$411.95	\$ 6.75	\$ 236.25
Football - short sleeve	AXXL	3	\$7.50	\$22.50	\$13.77	\$41.31	\$ 7.75	\$ 23.25
Screen								\$ 25.00
		38		\$285.00		\$453.26		\$ 284.50
Athletic Staff Shirts	AS-AXL	60	\$7.50	\$450.00	\$8.26	\$495.60	\$ 5.65	\$ 339.00
Athletic Staff Shirts	AXXL	5	\$7.50	\$37.50	\$10.26	\$51.30	\$ 7.65	\$ 38.25
Screen								\$ 25.00
		65		\$487.50		\$546.90		\$ 402.25
Cosley Zoo Summer Camp	YES-YL	70	\$7.85	\$549.50	\$ 7.14	\$ 499.80	\$ 4.00	\$ 280.00
Cosley Zoo Summer Camp	AS-XL	10	\$7.85	\$78.50	\$ 7.56	\$ 75.60	\$ 4.40	\$ 44.00
		80		\$628.00		\$ 575.40		\$ 324.00
Rec Staff	AS-AXL	265	\$6.25	\$1,656.25	\$ 6.46	\$ 1,711.90	\$ 5.65	\$ 1,497.25
Rec Staff	AXXL	15	\$6.25	\$93.75	\$ 8.46	\$ 126.90	\$ 7.65	\$ 114.75
Staff Tank Top for Pool	AS-XL	220	\$7.55	\$1,661.00	\$ 7.86	\$ 1,729.20	\$ 4.95	\$ 1,089.00
Staff Tank Top for Pol	XXL	10	\$7.55	\$75.50	\$ 9.86	\$ 98.60	\$ 6.95	\$ 69.50
Staff Polos	AS-XL	41	\$15.35	\$629.35	\$ 15.18	\$ 622.38	\$ 9.20	\$ 377.20
		551		\$4,115.85		\$ 4,288.98		\$ 3,147.70
TOTALS		2,272		\$ 16,587.20		\$ 16,956.36		\$ 12,317.10

TO: Board of Commissioners
FROM: Rob Sperl, Director of Parks and Planning
THROUGH: Michael Benard, Executive Director
RE: 2022 Wheaton Municipal Band License Agreement for Memorial Park Use
DATE: February 24, 2022



SUMMARY:

Our agreement with the Wheaton Municipal Band has been revised for the current year.

The agreement was changed to be able to auto-renew each year. Their use would commence each summer the week after the Cream of Wheaton event. The schedule of dates and times (Exhibit C) would be amended after approval by park district staff. The current proposed schedule is substantially similar to the dates and times previously approved. They are requesting the use of their room on May 29 for auditions, but we don't anticipate this being a conflict.

COVID protocols and guidelines (Exhibit D) that were in effect last year have also been removed.

PREVIOUS COMMITTEE/BOARD ACTION:

The previous agreement was reviewed by the board in April 2021.

REVENUE OR FUNDING IMPLICATIONS:

The cost of staff will be billed at actual rates.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

Our legal counsel reviewed and provided the majority of revisions related to the auto-renewal.

ATTACHMENTS:

WMB License Agreement for Memorial Park Use

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approved the revised License Agreement with the Wheaton Municipal Band for Memorial Park Use.

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement ("Agreement") is made and entered into this ___ day of _____, ~~2021~~ 2022 ("Effective Date") by and between City of Wheaton, Illinois, an Illinois home rule municipality ("City") and Wheaton Park District, an Illinois park district and unit of local government ("Park District"). City and the Park District are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Park District owns certain real property located in Wheaton, Illinois commonly referred to as Memorial Park ("Park Property"); and

WHEREAS, the Park Property includes a variety of amenities, including a newly constructed bandshell facility ("Bandshell"); and

WHEREAS, the City funds and operates the Wheaton Municipal Band ("WMB"), and WMB has used portions of the Park Property for concerts since 1952, and more recently, has utilized the Bandshell for storage, rehearsal, and a summer concert series on traditionally held on Thursday nights; and

WHEREAS, WMB is a voluntary association of band musicians, band administrative staff and a band director, who are all independent contractors and not City employees, pursuant to independent contractor contracts between the City and the WMB participants; and

WHEREAS, the City, subject to the approval of the City Council, manages and budgets the WMB through its "Band Commission" (Ch 2 Sec 2-276 et seq.) and effectuation of its independent contractor agreements; and

WHEREAS, the Park District recently completed a major capital improvement project in Memorial Park, including the construction of a new Bandshell facility which will serve to support and enhance WMB's activities; and

WHEREAS, due to the Park District's significant investment in the renovation of Memorial Park and the Bandshell, the Park District's Board of Park Commissioners ("Park Board") desires to formalize the Park District's relationship with the City for purposes of WMB's access to, operations, and use of portions of Memorial Park and the Bandshell (collectively, the "Licensed Premises"), for storage, rehearsal, and the summer concert series (collectively, the "Licensed Activities"); and

WHEREAS, the Park Board finds and hereby declares that it is in the best interests of the Park District and its residents to grant the City a license for WMB to use the Licensed Premises for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1
INCORPORATION OF RECITALS**

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement.

**ARTICLE 2
CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS**

2.1 Insurance. The City, on behalf of the WMB shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement. WMB shall provide coverage that is at least as broad as

- A. Comprehensive general liability insurance, including contractual liability coverage, with coverage of no less than \$1,000,000 per occurrence.

The Park District, and its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Additional Insureds") shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the City's insurance and shall not contribute with it. The Park District shall have the right, but not the obligation, to prohibit WMB and any of its officers, officials, employees, volunteers, agents or invitees from entering the Licensed Premises until evidence that insurance has been placed in compliance with the requirements of this Article is received by the Park District.

**ARTICLE 3
WMB'S USE OF THE LICENSED PREMISES**

3.1 Grant of non-exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants the City for use by WMB the following rights ("License"):

- A. Access. WMB and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Premises for the Licensed Activities during the term of this Agreement. For purposes of clarification, the Licensed Premises is more accurately described and depicted in Exhibit A, attached hereto and incorporated herein by reference. In addition to the terms and conditions set forth in this Agreement, WMB's access to and use of the Licensed Premises shall also be governed by the Park District's Bandshell Use Guidelines, as may be amended from time to time, a current copy of which is attached hereto as Exhibit B and incorporated herein by reference.

- B. Ingress/Egress. WMB and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park Property for the limited purpose of enabling reasonable access to and use of the Licensed Premises.

3.2 Dates and Times. WMB shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, during the dates and times set forth on Exhibit C, attached hereto and incorporated herein by reference. The dates and times set forth on Exhibit C shall be amended on an annual basis by mutual written agreement of the Parties to reflect the performance and practice schedule for the upcoming year. The dates and times set forth on Exhibit C may be further amended from time to time during the term of this Agreement by mutual written agreement of the Parties. WMB may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours subject to availability and based on the mutual agreement of the Parties.

3.3 License Fee. There shall be no fee for the License granted hereunder. However, the City shall be responsible for reimbursing the Park District for all direct costs associated with WMB's access to and use of the Licensed Premises, including the costs for a facility support attendant provided by Park District. The ~~2021-2022~~ estimated hourly staff rate is \$25 per hour and overtime rate is \$37.50 per hour for staff. The Park District reserves the right to modify the estimated hourly staff rates from time to time during the term of this Agreement, and shall notify City of any such changes in writing.

3.4 Hazardous Materials. No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Property or the Licensed Premises. 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.

3.5 Compliance with Laws; Manner of Use. The City shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations, and codes in its conduct of the Licensed Activities and manage WMB in the same manner, while it uses the licensed premises so that WMB shall conduct, and shall cause its officers, officials, employees, agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. The City shall not nor shall it permit WMB to make or permit to be made

any use of the Licensed Property which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. The City shall require WMB to cooperate with the Park District, the City, and the Wheaton Police, Fire and Building Departments, and shall strictly follow all public safety requirements regarding its use of the Licensed Premises and its conduct of the Licensed Activities. WMB shall comply fully with any and all federal, state, and local laws, rules, regulations, ordinances, orders, guidelines, or directives of any kind related to the COVID-19 pandemic, including but not limited to the Restore Illinois Plan, guidance issued by the DCEO, Illinois Department of Public Health, CDC, any other federal, state, or local agencies or departments, any other executive orders issued by the Governor of the State of Illinois, and any rules, regulations, policies or procedures issued by the Park District's COVID-19 Phase 4 Guidelines, all as may be as amended from time to time, a current copy of which is attached hereto as Exhibit E and incorporated herein by reference. ~~The City shall establish and require WMB to follow a COVID-19 plan based on the applicable phase of the Restore Illinois Plan and current guidance from DCEO and other federal, state, and local agencies and officials, including the Park District's COVID-19 Phase 4 Guidance attached hereto as Exhibit E.~~

3.6 Waiver and Release of Liability. The City acknowledges and agrees that WMB shall conduct the Licensed Activities entirely at the City's own risk. The City on behalf of WMB acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. The Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of the Park District. To the fullest extent permitted by the laws of the State of Illinois, the City on behalf of WMB hereby forever waives, relinquishes and discharges and holds harmless and agrees to indemnify the Park District, and its elected and appointed officials, officers, employees and agents from any and all claims of every nature whatsoever, which WMB may have at any time against the Park District Indemnitees, including without limitation claims for personal injury or property damage sustained or incurred by WMB or any person claiming by, through or under WMB, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Premises, or use by the Park District or WMB of the Licensed Premises. Nothing in this agreement shall be deemed or interpreted to waive, release, or in any manner compromise either the Park District or the City privileges or immunities which are fully reserved by the Park District and the City to the maximum extent allowed by law. There are no intended third person beneficiaries of this Agreement.

3.7 Condition of the Property. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Premises or its suitability for any purposes, including but not limited to the City or WMB's intended purposes, it being acknowledged and agreed by the City that the City and WMB are solely responsible for ascertaining all conditions affecting the Licensed Premises prior to its execution of this Agreement, and prior to each use thereof by WMB, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.

3.8 Reservation of Rights. The License granted hereunder is not exclusive, and the Park

District reserves the right to continue its use and the public's use of the Park Property and the Licensed Premises. The Park District shall have the right to use the Park Property, including the Licensed Premises, at any time for any purpose which does not unreasonably interfere with the Licensed Activities during the term of this Agreement. Any rights to the Licensed Premises not specifically granted to the City and WMB under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Premises at any time(s) to inspect, maintain or repair the Park Property, including the Licensed Premises and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

4.1 Indemnification of the Park District. The City on behalf of itself and WMB hereby indemnifies and shall defend and hold harmless the Park District, and its elected and appointed officials, officers, employees, volunteers and agents (the "Park Indemnitees") from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (the "Legal Expenses"), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any Environmental Laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by the City and WMB, or their officers, officials, employees, agents, volunteers, and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, WMB under this Agreement or their use of the Licensed Premises. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.1. The City on behalf of WMB shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from the City or WMB's breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

4.2 Notice of Claims. The Park District shall promptly give written notice of its claim to the City whenever the Park District shall have determined that there are facts or circumstances that render the City liable for indemnification under this Agreement. Such notice (the "Claim Notice") shall set forth in reasonable detail the basis for the claim. If any claim for indemnification arises out of a claim asserted by a third party (a "Third-Party Claim"), the Park District shall serve the Claim Notice within thirty (30) days of its receipt of such claim asserted by a third party.

4.3 Third-Party Claims. If the Claim Notice states that a Third-Party Claim has been asserted against the Park District, WMB shall have thirty (30) days after its receipt of the Claim Notice to acknowledge to the Park District, in writing, that WMB intend to control the defense of the Third-Party Claim through counsel of its own choosing, including settlement.

4.4 Cooperation. Each Party shall cooperate with the other in connection with the

indemnifications contained in this Article 4, including, without limitation, making available to the other all relevant information reasonably available to it that is material to the defense of a Third-Party Claim.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall extend through December 31, ~~2021~~2022. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party gives the other Party written notice of its intent not to renew not less than ninety (90) days prior to the expiration of the then current term.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately upon City's or WMB's failure to remedy any breach or default of any term, obligation, or condition of this Agreement within thirty (30) days after written notice of such breach is delivered to City. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date that remains unsatisfied on the effective date, including but not limited to any obligation under Paragraphs 2.1, 3.6 and 4.1 above.

ARTICLE 6 NOTICES

6.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective: (i) as of the date personally delivered; (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery; or (iii) at the time of being sent by email if delivery thereof is confirmed and notice has been sent to the following addresses and/or email addresses:

If to the City:	City Clerk City of Wheaton 303 West Wesley Street Wheaton, Illinois 60187
If to the Park District:	Wheaton Park District 102 E. Wesley St. Wheaton, IL 60187 Attn: Michael Benard, Executive Director Email: mbenard@wheatonparks.org

Notice by facsimile transmission is not permitted.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

7.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, constitute the entire understanding of the parties with respect to the subject matter hereof.

7.4 Time of the Essence. Time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

7.5 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

7.6 Severability. If any term, condition or provision of this Agreement is adjudicated invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

7.7 Article Headings. The Article headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

7.8 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

7.10 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.11 Further Assurances. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

7.12 Joint Participation. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review

and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.

7.13 No Third-Person Beneficiaries. This Agreement does not confer any rights or benefits on any third person.

7.14 Authorization. The undersigned duly authorized representatives of the City and the Park District represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Park District or the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dateset forth opposite his/her signature below.

CITY OF WHEATON, ILLINOIS

By: _____

Date: _____

Its: _____

Attest: _____

Its: _____

WHEATON PARK DISTRICT

By: _____
President, Board of Park Commissioners

Date: _____

Attest: _____
Secretary, Board of Park Commissioners

EXHIBIT A

Depiction of Licensed Premises



Areas blacked out are not to be accessed by the WheatonMunicipal Band during use of Memorial Park Bandshell.

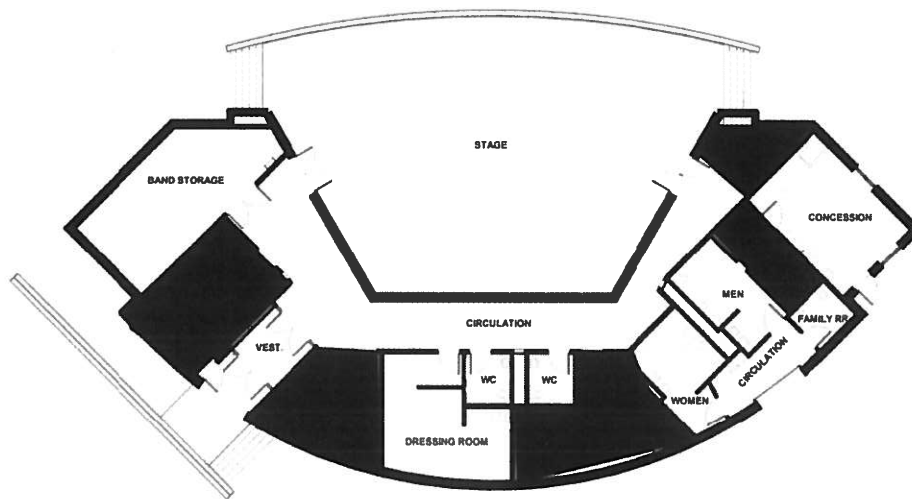


EXHIBIT B



Memorial Park Bandshell Use Guidelines for Wheaton Municipal Band

- ~~A)~~ WMB is authorized to sell merchandise at each performance. If the WMB wishes to sell pre-packaged food and beverages, they must provide the Wheaton Park District with a written plan for managing concession sales in compliance with ~~the Phase IV Restore- Illinois Guidelines; DuPage County Health Department Guidelines.~~
- ~~A)~~
B) PARK DISTRICT agrees to provide a private and secure storage area for the Band no earlier than ~~June 7, 2021~~ the Monday following the Cream of Wheaton event (typically the first Monday of June). Subject to the approval of the Wheaton Park District, the WMB may continue to utilize this area for the storage of certain equipment beyond the termination date of this License Agreement.
- C) WMB is authorized to place, at their own cost, one (1) refrigerator within the WMB storage area referenced in item B with an electrical pull not to exceed 20 amps. Said refrigerator ~~may be placed on or after June 7, 2021~~ and must be emptied, cleaned, and unplugged within seven (7) days of the last Performance date listed in this License Agreement.
- D) PARK DISTRICT will provide a door access code for the WMB storage area referenced in item B. Building keys and alarm codes will not be provided. With advance notice and subject to the approval of the Wheaton Park District, WMB may secure access to the Licensed Premises on days and times outside of those listed in the License Agreement.
- E) WMB is authorized access to the following areas within the Building: WMB storage room, backstage hallway, backstage restrooms, stage, one (1) dressing room (Dressing Room A), and the concession area for use by the Friends of the Municipal Band. Subject to the approval of the Wheaton Park District, the second dressing room may be made available during performances involving a guest conductor.
- F) WMB and the Friends of the Municipal Band, may occupy the concession sales area for pre-packaged food and beverage services on performance nights as listed in this License Agreement. Access of the concession area by the WMB and the Friends of the Municipal Band begins at 5:00 pm on performance nights. WMB concession supplies are to be stored within the storage area and refrigerator referenced in items B and C. WMB will not have access to refrigeration and storage areas within the concession area on performance nights. The Concession area must be cleaned and returned to its original state after each use including washing and sanitizing all used surface and glass areas, removal of garbage from the room, and supplies and equipment removal.

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- G) The Friends of the Wheaton Municipal Band must also provide a Certificate of Insurance naming the Wheaton Park District as additionally insured at the limits described in Article 2 of this License Agreement related to their occupancy and use of the concession stand as described in item F.
- H) WMB may not alter the dressing rooms or use them for storage beyond performance nights.
- I) PARK DISTRICT will provide a minimum one (1) Park District facility attendant per rehearsal night and one (1) Park District facility attendant per performance night as described in the License Agreement. The facility attendant will perform the following duties: provide access to the facility, unlock and maintain the backstage and public restrooms, facilitate access required by the WMB and Friends of the Band, garbage removal, general site maintenance and assistance and to support the electrical, sound, and lighting access required by the WMB.
- J) PARK DISTRICT will provide WMB logo and branding guidelines for use on promotional and marketing materials. The Park District Director of Marketing will be given a minimum of five (5) business days to approve all promotional materials, websites, or ticketing that will contain the Park District brand, logo, or identifying information as owners of the property.
- ~~K) WMB agrees to follow the State of Illinois, Illinois Department of Commerce & Economic Opportunity, and Park District guidelines as it relates to event policies and protocols as a result of the Restore Illinois Phased Reopening Plan in response to the COVID-19 pandemic. WMB must submit in writing to the Park District no less than thirty (30) days prior to the first practice a detailed plan, including map, outlining how practices and performances will follow State of Illinois guidelines to the fullest extent as outlined by the DCEO in the COVID-19 2021 Theaters & Performing Arts Guidelines. Based on the most recent guidelines (Phase 4), the capacity of the park for performance use is currently 25% or 430 spectators. If at any point during the season the Governor declares the state or county of DuPage to move to Bridge Phase 4.5, capacity guidelines for performances may adjust at that time, but not prior to direction from the State of Illinois.~~

EXHIBIT C

Dates of Times for Access and Use of Licensed Premises

2021 Performance & Practice Schedule

Date	Time+	Specific Performance Use
Tuesday <u>Sunday May 29</u>	<u>11 a.m. to 6:30 p.m.</u>	<u>Percussion auditions in band room</u>
Tuesday <u>Wednesday, June 8</u>	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Wednesday, June 9	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 10	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, June 15	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 16	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, June 23	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 24	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, June 30	6-5 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 1	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, July 7	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 8	5 p.m. to 10:45 p.m.	Concert / Performance
<u>Saturday, July 9</u>	<u>Noon to 1 p.m.; 10:15 p.m. to 11:15 p.m.</u>	<u>Percussion Load Out/In</u>
Wednesday, July 14	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 15	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, July 21	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 22	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, July 28	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 29	5 p.m. to 10:45 p.m.	Concert / Performance
Wednesday, August 4	6 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, August 5	5 p.m. to 10:45 p.m.	Concert / Performance

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+ Based on the City of Wheaton Ordinance No. O-2019-21 section C. CESSATION OF AMPLIFIED SOUND: All amplified sound shall cease at 9:30 p.m. On rehearsal evenings non-amplified sound is permitted until 10:15 p.m.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Cosley Zoo Viewing Deck & Deer Decks Bid Results

DATE: February 18, 2022



SUMMARY:

The Cosley Zoo viewing deck and deer decks have exceeded their reasonable life expectancies and need repairs. The repairs include removing and replacing all of the deck components except for the substructure on the viewing deck. The substructure has been inspected and determined to be in good condition. The deer decks, however, need to be completely replaced including the substructure.

Bid plans and specifications were sent out to the bidders on February 4, 2022. Bids were opened on February 18, 2022, and the results were as follows:

<u>Contractor</u>	<u>Base Bid 1:</u> Viewing Deck	<u>Base Bid 2:</u> Deer Decks	<u>Unit Cost:</u> Replace substructure components on Viewing Deck, if necessary
Red Feather Group	\$48,000	\$39,000	\$80
Misfits Construction	\$79,500	\$76,000	\$55
Manusos General Contracting	\$140,000	\$47,707	\$12.95
Wallfill	\$265,000	\$104,500	\$20

Red Feather has successfully completed projects for the park district in the past including replacing the roofs at the zoo and Prairie building.

While Red Feather's unit cost is the highest, based on what we know from inspecting and verifying the condition of the substructure, there are very few components that would likely need to be replaced. Additionally, we can negotiate a better price when the extent of replacement is known, if necessary.

PREVIOUS COMMITTEE/BOARD ACTION:

The renovations were discussed at the April 29, 2020, Buildings and Grounds subcommittee meeting as part of the capital budget prioritization discussion.

REVENUE OR FUNDING IMPLICATIONS:

Account	Description	Budget
40-800-813-57-5701-0000	Cosley Viewing Deck	\$40,000
40-800-813-53-5301-0000	Cosley Deer Decks	\$20,000
40-800-813-57-5701-0000	Cosley Capital – remaining funds from previously approved siding & painting projects	\$50,700

The lowest bids from Red Feather total \$87,000 and are \$27,000 over budget for the combined deck projects. However, due to a change in scope, the Kiebler barn and Aviary siding & painting projects were bid \$50,700 under budget. This would result in a surplus of \$23,700 in the Cosley capital fund.

STAKEHOLDER PROCESS:

This project has been discussed with Special Facilities and Zoo staff.

LEGAL REVIEW:

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's accept the base bids 1 and 2 for a total of \$87,000 from Red Feather along with a 10% contingency of \$8,700.

TO: Board of Commissioners
FROM: Rob Sperl, Director of Parks and Planning
THROUGH: Michael Benard, Executive Director
RE: Gary Avenue Temporary Traffic Control Improvements
DATE: February 24, 2022



SUMMARY:

City of Wheaton engineering staff have indicated that it would be difficult to permit construction of our parking lot prior to having the traffic signal installed at Prairie Avenue. Their existing traffic study from October 1, 2018 (<https://www.wheaton.il.us/AgendaCenter/ViewFile/Item/3218?fileID=4426>) recommended a future traffic signal at this intersection citing expected increases in traffic and the development of our parking lot. They have stated that we will need to provide our own traffic engineering study as a part of the permit for the parking lot.

It is important to note that the city's 2018 traffic study noted the future development of our parking lot and accounted for some increased traffic. However, at that time we were considering a pedestrian bridge that has since been abandoned. This means the increase in pedestrian traffic across Gary Avenue will be considered.

Wight Engineering has provided a cost from KLOA for a new traffic study. It should be noted that the cost for this study took into account the previous work done for the city. In addition to that study, we have asked them to look at some options for temporary improvements that could allow us to construct the parking lot in advance of the city completing the overall Gary right of way improvements. Attached is the proposal for this work.

PREVIOUS COMMITTEE/BOARD ACTION:

Wight Engineering's Phase 1 proposal in the amount of \$24,700 was approved at the October 2020 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Original contract:	\$24,700 (approved)
Traffic and Parking Study:	\$7,500
Pedestrian Crossing Evaluation:	\$6,000
Gary Avenue Concepts:	\$5,500
New Contract Total:	\$43,700

These expenses are paid by the park district and reimbursed by the Cosley Foundation.

STAKEHOLDER PROCESS:

The Cosley Foundation approved of this additional scope at their February 23, 2022 meeting.

ATTACHMENTS:

Wight Engineering proposal dated February 15, 2022.

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the proposal from Wight Engineering for additional professional services in the amount of \$19,000.



February 15, 2022

Mr. Rob Sperl, CPRE
Director of Parks and Planning
Wheaton Park District
102 E. Wesley
Wheaton, IL 60187

**Additional Professional Services Proposal
Cosley Zoo Parking Lot**

Dear Mr. Sperl:

Wight & Company (Wight) is pleased to submit this proposal to you and the Wheaton Park District (WPD) to provide additional services to the existing contract for the Cosley Zoo Parking Lot project. Wight will provide the following services identified below:

Traffic and Parking Study

1. **Data Collection.** A field reconnaissance of the site, the existing zoo parking lot and access drives, and adjacent roadways will be conducted to inventory the existing physical and operating characteristics. Discussions will be held with the appropriate government agencies concerning traffic volumes, the planned Gary Avenue roadway improvements, proposed developments in the area, and site access issues. Previous weekday morning, weekday evening, and Saturday midday traffic counts performed at the following intersections as part of the 2018 Gary Avenue traffic study will be used for the study:
 - Gary Avenue with Jewell Road
 - Gary Avenue with Hawthorne Boulevard
 - Gary Avenue with Prairie Avenue
 - Gary Avenue with Harrison Avenue

In addition, updated weekday morning, weekday evening, and Saturday midday peak period traffic counts will be conducted at the access drive serving the existing zoo parking lot. Further, parking occupancy surveys will be conducted at the existing zoo parking lot every hour from 10:00 A.M. to 8:00 P.M. on one peak day at the zoo.

2. **Directional Distribution Analysis.** The directions from which vehicles approach/depart the zoo parking lot will be estimated based on existing directions of approach as determined from the traffic counts and previous studies conducted in the area.
3. **Trip Generation Analysis.** Estimates of the additional peak hour trips generated to and from the expanded zoo will be based on the traffic counts at the existing zoo parking lot and the existing and proposed expanded operations of the zoo as provided by the operator.
4. **Traffic Assignments.** The additional peak hour trips that will be generated by the expanded zoo will be assigned to the roadway system and the proposed parking lot access drives based on the directional distribution developed in Item 2. The expansion-generated traffic will be combined with through (non-site) traffic for peak hours. Included in these assignments will be the increase in traffic resulting from other ambient traffic growth in the area and the reassignment of the existing zoo traffic from the existing parking lot to the proposed parking lot.

5. **Evaluations and Recommendations.** Capacity analyses will be conducted for critical intersections to determine the ability of the existing roadways and access drives to accommodate the projected traffic volumes. The capacity analyses of the projected conditions will include the proposed Gary Avenue improvements and the traffic signal at the Gary Avenue/Prairie Avenue/access drive intersection. If necessary, recommendations will be developed with respect to external roadway and/or traffic control modifications.
6. **Site Access and Internal Circulation.** We will conduct a peer review of the proposed parking lot plan including access, circulation, and parking layout, and the ability of these elements to accommodate vehicle and pedestrian traffic safely and efficiently. Based on the review and the results of the capacity analyses, modifications and/or improvements to the proposed plan, if required, will be identified.
7. **Parking Evaluation.** Estimates of the zoo's existing peak parking demand and projected peak parking demand with the proposed expansion will be determined based on the City of Wheaton's requirements, the existing parking surveys, and the existing and proposed expanded operation of the zoo as provided by the operator. The existing parking demand and projected parking demand with the proposed expansion will be compared to the parking supply to determine the adequacy and the need for the future parking supply.
8. **Study Reports and/or Documents.** A copy of a memorandum report summarizing our findings and recommendations with respect to the proposed zoo expansion will be submitted upon completion of our work.

Pedestrian Crossing Evaluation

1. **Review Proposed Pedestrian Crossings.** KLOA, Inc will review the designs of both the midblock pedestrian crossing proposed by the zoo and the pedestrian crossing proposed as part of the traffic signal at the Gary Avenue/Prairie Avenue intersection. If necessary, recommendations will be developed to ensure the design of both pedestrian crossings meets current design standards as provided in the Manual on Uniform Traffic Control Devices (MUTCD), improve operations, and/or enhance safety.
2. **Examine Alternative Pedestrian Crossings.** KLOA, Inc will examine alternative locations and designs for the pedestrian crossings.
3. **Development of Conceptual Exhibits.** KLOA, Inc will prepare conceptual exhibits of the two proposed alternatives which will include any recommendations developed in Task 1 and any other alternative pedestrian crossings developed in Task 2.
4. **Preliminary Evaluation.** The operation of each of the various alternative pedestrian crossings developed in Task 3 will be preliminarily evaluated to determine how they will function and their impact on all modes of transportation. The advantages and disadvantages of each alternative will be summarized and a table comparing design/operational elements of each alternative will be prepared.
5. **Study Reports and/or Documents.** The results of the preliminary evaluation will be summarized in a memorandum report.

Gary Avenue Concepts

Wight will prepare two concept plans of the proposed Cosley Zoo Parking Lot Expansion and Gary Avenue Improvements as an interim condition (or potentially permanent condition) due to the City of Wheaton Gary 2500 North Frontage Road | Darien, IL 60561

wightco.com

Avenue improvements being delayed due to funding. Wight will look at solutions for both pedestrians and vehicles including off-site roadway improvements, widening, mid-block crossing, pedestrian signals, temporary traffic signals and similar solutions. Wight proposes to include at least one concept plan showing improvements at the Prairie Avenue intersection and one concept plan showing full access at the north side of the site with a mid-block pedestrian crossing. Wight will include up to two meetings with the Park District and one meeting with the City of Wheaton to discuss the concept plans. Once the concepts have been reviewed by both the Park District and City Wight can finalize and update the cost estimate for any additional roadway improvements.

Original contract: \$24,700 (approved)
Traffic and Parking Study: \$7,500
Pedestrian Crossing Evaluation: \$6,000
Gary Avenue Concepts: \$5,500
New Contract Total: \$43,700

We thank you for the opportunity to continue our partnership with the Wheaton Park District. If this proposal meets your approval, please sign one copy and return it to us. If you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,
WIGHT & COMPANY



Shawn M. Benson, PE
Director of Land Development



Jason Dwyer, AIA, LEED AP
President, Design & Construction

Approved by:

Signature

Printed Name

Date

Title

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Kelly Playground Equipment

DATE: February 25, 2022



SUMMARY:

Staff has requested bids for the replacement of Kelly Park playground equipment that was originally installed between 1999 and 2003.

In 2008, we developed a process for bidding playground equipment that allows for various manufacturers to submit proposals that fit within the budgeted amount. This has since proven to provide more competition and creativity in the designs submitted.

The first step was to conduct a survey of neighbors surrounding the park to see what types of equipment is desired. More than 1,200 neighbors were notified of the survey. Staff received 112 completed surveys and compiled the results.

Staff then developed a set of criteria by which the new playground equipment would be rated. The criterion was incorporated into bid specifications. Bidders were asked to submit proposals that were within a budgeted amount and met the goals outlined in the bid documents. Bidders were allowed to submit two proposals for each bid item.

Bids were solicited on January 24, 2022 and they were opened on February 11, 2022. The results were as follows:

Contractor	Proposal A	Yrs. Proposal B	Delivery by August
Kompan	\$147,194.00		Yes
NuToys Liesure Products	\$155,500.00		Yes
Cunningham Recreation	\$155,097.16		Yes
Play Illinois	\$155,141.00	\$155,458.00	Yes
Team REIL	\$150,000.00	\$150,000.00	No October
Imagination	\$155,500.00		Yes

It is important to note that our specifications emphasized the quality of design as long as it was within the budget amount. This is the reason that many of the bids are similar amounts. This also means that the bids are likely discounted from the “catalog” prices.

A committee of 6 staff members who are directly responsible for various aspects of playground installation, maintenance and safety met to review the various proposals. Information provided by references was reviewed, and staff’s experience with various manufacturers and representatives was discussed at the meeting as well. The members of the committee then rated the proposals individually according to the criteria. Individual ratings were compiled and averaged to narrow the list. A final design was selected from that list as a group.

The preferred proposal based on budget and staff’s rating were from Cunningham Recreation. Staff has been pleased with their products and the references provided.

If approved, playground equipment is anticipated to arrive in August. The existing playground will be donated to Kid’s Around the World, an organization that refurbishes playgrounds for countries outside the United States that do not have the means to provide these types of amenities. Recent equipment donations were used to build playgrounds in Haiti, Zambia & Belize.

PREVIOUS COMMITTEE/BOARD ACTION:

NA

REVENUE OR FUNDING IMPLICATIONS:

\$275,000 is budgeted within the current fiscal year (40-800-820-57-5701-0000). Another \$65,000 is budgeted in accessibility funding (40-000-000-12-1224-0000) and is partly to allow for unitary safety surfacing which is bid separately. The projects crew will perform all removals, site work and installation of the equipment. The anticipated costs are as follows:

Item	Cost
Equipment	\$155,600.00
Surfacing	\$145,250.00
Removals	\$3,000.00
Site Furniture	\$6,000.00
Landscape	\$5,000.00
Misc. Site Work	\$10,000.00
Total	\$324,850.00

\$175,000 was allocated for this project in the 2019 Illinois Capital Bill along with eight other projects. Our previous experience with projects approved in the Capital Bills is that they are reimbursable. I.e., we can expend the funds prior to having an agreement in place. We will continue working with Government Navigators to get release of the funds for this project approved.

STAKEHOLDER PROCESS:

A neighborhood survey was completed and various staff were involved in equipment selection.

LEGAL REVIEW:

Contract documents were provided by our legal counsel and they have provided previous favorable opinions of this bidding process.

ATTACHMENTS:

Recommended playground equipment design

ALTERNATIVES:

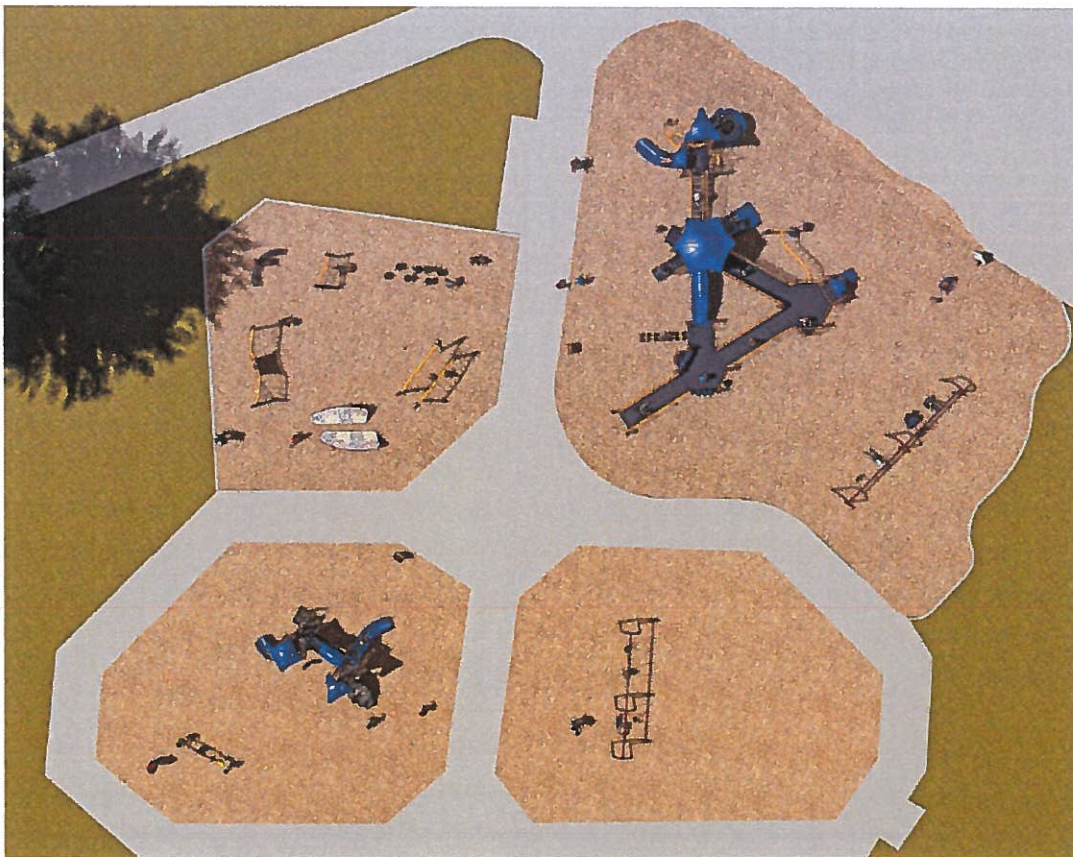
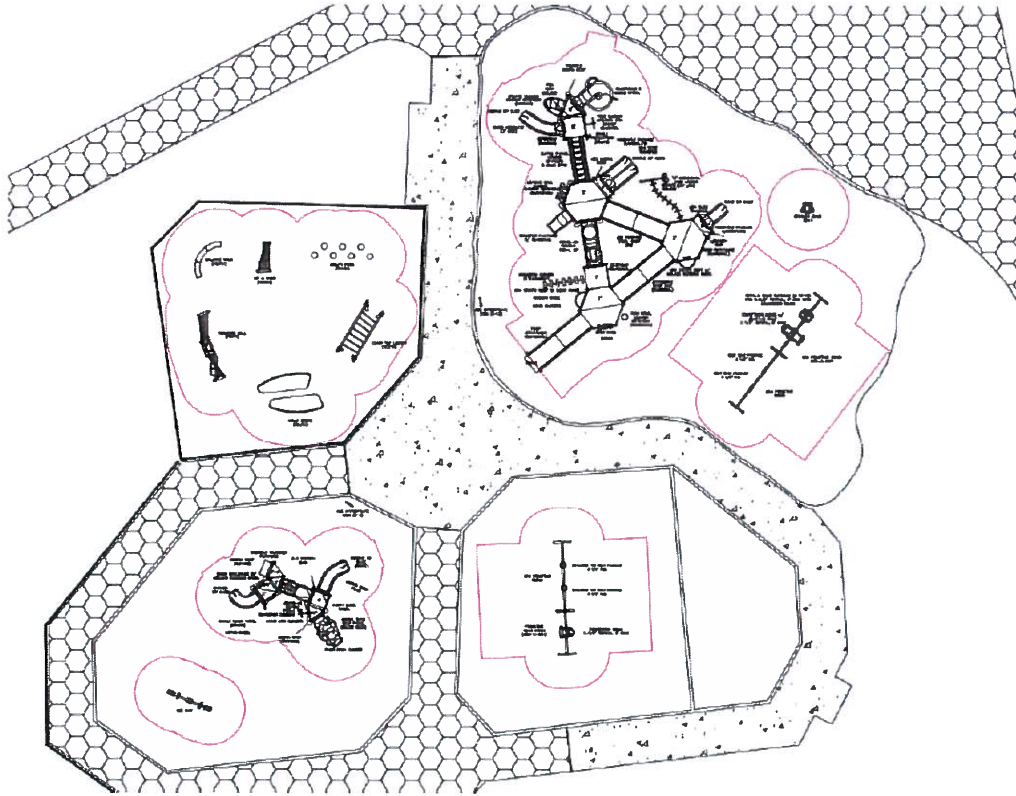
N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Cunningham Recreation for the Kelly Playground Equipment in the amount of \$155,097.16.

Staff may request the vendors make minor revisions to the equipment proposed to ensure the District receives equipment that is well suited to the site and the desires of the neighborhood. Any modifications to the proposals will remain within the budget for equipment described above.

Proposed Equipment









Existing Playground Equipment at Kelly



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Alarms and Security

DATE: February 24, 2022



SUMMARY:

Following the bid in December, staff has been working to transition our alarms to the new companies. As Arrowhead was being transitioned it was discovered that the elevator at the maintenance building was monitored as part of the fire alarm monitoring. A proposal to bring this under the new contract was provided. The proposal includes a \$379 cellular communicator (one-time cost) and \$1,020 annual monitoring.

Additionally, the contractor proposed transitioning the alarm at the maintenance building to a wireless radio system that would allow the district to save the cost of a phone line. This proposal includes a \$800 AES radio (one-time cost) and \$240 annual monitoring. The upfront cost would be recovered in the first year. A summary of the one-time costs and the ongoing monitoring and maintenance is included below.

PREVIOUS COMMITTEE/BOARD ACTION:

A contract with Reliable Fire and Security in the amount of \$24,064.00 for the first year and the option to renew at \$17,376.00 in years two and three was approved at the December 15, 2021 Board meeting.

REVENUE OR FUNDING IMPLICATIONS:

The transition to the new contracts for alarms and security represents a \$24,346 savings in 2023 and again in 2024, when compared with what we had been paying. Additionally, the elimination of phone lines to the maintenance building alarm panel and elevator is expected to save the district more than \$1,000 annually.

The adjustments to Reliable Fire and Security's contract would be as follows:

	2022	2023	2024
Original Contract Amount	\$24,064.00	\$17,376.00	\$17,376.00
Change Order 1 one-time cost	\$1,179.00	\$0.00	\$0.00
Change Order 1 ongoing cost	\$1,260.00	\$1,260.00	\$1,260.00
New Contract Amount	\$26,503.00	\$18,636.00	\$18,636.00

STAKEHOLDER PROCESS:

Arrowhead staff has been involved in making these transitions to the new company.

LEGAL REVIEW:

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

ATTACHMENTS:

Proposals from Reliable Fire and Security

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve change order 1 with Reliable Fire and Security in the amount of \$1,179 for installing a fire radio and cellular communicator plus an ongoing annual fee of \$1,260 for additional monitoring.

Reliable

Fire & Security

Elevator monitoring hardware installation and service

Arrowhead Cart Storage/Maintenance Building

26W151 Butterfield Rd.

Wheaton, IL 60187

Presented By:

PROPOSAL: 59870

CHRIS SZYMANSKI

CSzymanski@reliablefire.com

Company Overview

OUR STORY

Founded in 1955, Reliable Equipment Company has built a rock-solid reputation on quality fire protection products, security, and unparalleled service to the customer. Since 1955, Reliable Fire Equipment Company has positioned itself to meet the fire protections and security demands of today's industry.

Recognized as a local and national leader in the fire protection industry, we have grown from an entrepreneur with one truck to one of the leading professionals in the industry. Reliable Fire & Security is a solid, family owned business where our core values stem from personal dedication to protect and committed to being on the leading edge of technology.

Reliable Fire & Security is an environmentally conscious company that endorses the "Even Exchange" fire extinguisher program for reducing waste in landfills. We can exchange obsolete and condemned extinguishers, while also providing quick turnaround time for those that require an internal inspection, an OSHA test or a recharge in order to be returned to service.

Our team of skilled personnel are our most important asset to the company. Our highly experienced technicians hold a multitude of certifications, licenses, and real-world experience to provide elite customer satisfaction. They are team players who share the long-range vision of the company, which is to protect the lives and property of our customers with a perfected "One Call Does It all"™ policy, and by providing the highest quality of products and professional services for all your fire, security and life safety protection.

OUR APPROACH TO "ONE CALL DOES IT ALL"™

Reliable Fire & Security provides **24-hour** response and emergency service **7 days** a week, **365 days** a year for all products and services.

FIRE ALARMS

We specialize in the in the layout, installation, programming, and testing. Our installation team is skilled to appease all sized network demands. We can provide with graphic annunciator panels which alert the fire department on site about the location of your alarm.

SPRINKLER SERVICE

Reliable Fire & Security can provide **ALL** required tests and inspections for your sprinkler systems in accordance with **NFPA 25**. This includes testing the detection/alarm system and other suppression systems.

SECURITY- CCTV, CARD ACCESS & MONITORING

We offer the most up to date state of the art security systems including burglar alarm, card access systems, video surveillance and intrusion alarm systems. We offer a UL approved central station monitoring system for your **24-hour protection**. We are also low voltage specialists, and can provide security system monitoring, alarm system service and new system installations

MANAGED SECURITY SERVICES

We enable organizations to reduce the costs and complexity of network security, improved security posture, and ease the compliance burden. Reliable Fire & Security monitors your infrastructure 24/7/365, handles complicated updates and configurations and provides a seamless end to end solution.

FIRE EXTINGUISHER TRAINING

Our elite program is a "live fire" training. The class includes hands-on portable fire extinguisher training classes that are customized to meet our customer's needs. The program can be scheduled at your facility which includes classroom training on all types of fire, fire extinguisher usage and firefighting techniques, to meet **OSHA** requirement. A "virtual reality" fire training is also available to ensure classes can take place 365 days a year.

FIRE SUPPRESSION

Using the latest version of Autocad Reliable provides exceptional installation, inspection and service, as well as 24-hour emergency service and recharging of your system. Our CAD department experts will provide hazard analysis, layout and point to point drawings.

EXTINGUISHERS/ EMERGENCY LIGHTS We can flawlessly guide you through the **requirements** of NFPA 10, the standard for Portable Fire Extinguishers, and local codes for installation and service. We provide Dry Chemical, CO2, Clean Agent, Pressurized Water, Water Mist, Metal X, or Class K kitchen fire extinguishers

Reliable has factory-trained technicians to perform necessary tests that will keep your company in compliance. We will provide **required** documentation to ensure your emergency and exit lighting systems meet **NFPA** and **OSHA** standards.

Elevator monitoring hardware installation and service

Scope of Work

Provide installation of wireless cellular communicator and monthly monitoring service for the maintenance building elevator.

Please note:

Customer to arrange for representative of the elevator company be present at time of installation in order to reprogram the elevator to the new UL central station.

Call List of individuals to be provided to RFS prior to activation of the monitoring service.

Elevator monitoring hardware installation and service

DESCRIPTION	PRICE
Installation of cellular wireless communicator – One Time Charge	\$379.00
Monthly monitoring service (billed annually @ \$1020)	\$85.00 per month

**RELIABLE FIRE EQUIPMENT COMPANY
DBA RELIABLE FIRE & SECURITY COMPANY
INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS
1.26.16**

1. **AGREEMENT.** This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Reliable Fire Equipment Company dba Reliable Fire & Security (hereafter called "Company"), at Company's home office in Alsip, Illinois. This Agreement is comprised of these Terms and Conditions, and the Company's proposal set forth on the reverse (hereafter called "Proposal") and other documents referred to in the Proposal, all of which are incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
2. **SALE OF SYSTEM AND RELATED EQUIPMENT.** Company shall sell to Customer and the Customer shall purchase from the Company the system and related equipment "System" identified in the Proposal.
3. **INSTALLATION.** Company shall install or cause to be installed the System at Customer's location identified in the Proposal. Company shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation, Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Company shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and Company.
4. **PRICE AND PAYMENT.** Customer agrees to pay Company the price for the System set forth on the Proposal. The price includes the related equipment and/or installation. The price is based upon the location and environment specifications which Customer provided to Company and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of fifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If Company retains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, matter or event, including, without limitation. Customer's receipt of payment from any third party such as an owner or insurance company.
5. **APPROVAL AND PERMITS.** Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
6. **ACCESS TO SITE.** Customer agrees that Company shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator use, heat, lighting and electrical service for Company to complete the installation. Customer shall deliver to Company all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to Company's performance of the installation of the System at the site. Company shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to Company and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the Company in connection with Company's performance of the installation and take any and all action reasonable requested by Company.
7. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
8. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a security interest in the System to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Illinois including the right to enter Customer's premises and to disable or remove the System and related equipment, or both.
9. **TERMINATION.** Company shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.
10. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the site.
11. **FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Company's reasonable control.
12. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by Company, unless: (i) Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
13. **LIMITATION OF LIABILITY.**
 - a. Company's obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
 - b. Company shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or damage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage
 - i. Resulting directly or indirectly, from the use or loss of use of the System;
 - ii. Such as personal injury and property damage;
 - iii. Such as any claim or demand against Customer by any third party.
 - c. If Company has any liability under this Agreement, it shall be to repair or replace a defective item, at Company's discretion and in the event Company is unable or unwilling to repair or replace, Customer agrees that Company's liability shall not exceed, under any circumstances, the amounts paid to Company by customer under this Agreement.
14. **NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND COMPANY EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.**

15. **INDEMNIFICATION.** Customer indemnifies Company, holds Company harmless, and agrees to defend Company from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of Company in the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of Company, which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the Company; provided further that this provision shall only apply to the extent the Company's insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include Company's employees, agents, representatives, shareholders, officers, directors and subcontractors; at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

16. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

17. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or Company or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.

18. **MISCELLANEOUS.**

a. This Agreement, as defined in paragraph 1, constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on Company if expressly accepted in writing by Company. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

b. This Agreement is made and entered into in the State of Illinois and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Illinois as if entirely performed in Illinois and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter Company's rights and Customer's obligations under the Illinois contractor and Subcontractor Payment act.

c. Customer consents to the exclusive jurisdiction and venue of the Cook County Court of Illinois with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.

d. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of Company or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.

e. This Agreement is not cancelable by Customer for any reason whatsoever.

19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. **NO ASSIGNMENT.** This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion, for any reason or no reason.

21. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

22. **COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.

23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.

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27. **SERVICES NOT INCLUDED.**

a. All Plan Review and Permit Fees are not included unless otherwise noted.

b. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 7:30 a.m. to 4:00 p.m., Monday through Friday, except Company holidays.

c. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painting, carpentry work and the like.

d. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.

e. Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.

f. No provision to exhaust any discharged agent is included in this Proposal.

g. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

28. **MECHANICS' LIEN NOTICE.** Where Company is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as Company's preliminary notice of Company's intention to file a Mechanic's Lien if and when Company is not paid. The subcontractor is the Company, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

29. **AGREEMENT MODIFICATION.** No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon Company or Customer unless made in writing and signed by Company and Customer.

30. **PREVAILING WAGE** Company's work/services performed shall be based on its understanding through the actions, statements and/or omissions of Customer that this project [identify] and the work performed relating thereto is not subject to prevailing wage requirements (federal, state or local). If Company's understanding is incorrect, Customer agrees and acknowledges that it shall immediately notify Company in writing within forty-eight (48) hours from receiving this notice so that Company may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then Customer agrees and acknowledges that it shall reimburse and make whole Company for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. Customer also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Company's employees. Customer understands and acknowledges that it shall notify Company of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Company. Customer also agrees to indemnify and hold Company harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Company, including but not limited to prompt reimbursement to Company of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

31. **ELECTRONIC DOCUMENTS:** Company hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. Company may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

Payment Terms

PAYMENT TERMS: Unless otherwise specified herein, the total price of any Equipment ordered shall be paid as follows: Unless otherwise specified, equipment is sold FOB origin-Customer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

CHANGES: Any price changes that should follow any amendment or Change Order will be reflected on the final bill unless otherwise stated or agreed upon by Company and the Customer.

LATE PAYMENT: Unpaid balances due to Company are subject to a 1.5% per month charge to Customer.

Elevator monitoring service

Quote Summary

Installation- One Time Charge	\$379.00
Monthly monitoring fee: (billed annually @ \$1020):	\$85.00 per month

Acceptance

Acknowledgement:

Customer, by his/her signature on this document, acknowledges that he has read these statements, understands them and agrees to be bound by them. The Customer further understands that Reliable Fire Equipment Company dba Reliable Fire & Security (herein referred to as "the Company") is not an insurer of lives and/or property and is relying upon the limitation(s) set forth in this document to determine the cost of services provided to you.

CLIENT: **Wheaton Park District**

DATE: _____

BY: _____

PRINT: _____

COMPANY: **Reliable Fire & Security**

DATE: _____

BY: _____

PRINT: _____

Reliable

Fire & Security

Incremental Cost for AES Intellinet Fire Radio Installation and Monitoring Service

Arrowhead Cart Storage/Maintenance Building

26W151 Butterfield Rd.

Wheaton, IL 60187

Presented By:

CHRIS SZYMANSKI

CSzymanski@reliablefire.com

PROPOSAL: 57083

Company Overview

OUR STORY

Founded in 1955, Reliable Equipment Company has built a rock-solid reputation on quality fire protection products, security, and unparalleled service to the customer. Since 1955, Reliable Fire Equipment Company has positioned itself to meet the fire protections and security demands of today's industry.

Recognized as a local and national leader in the fire protection industry, we have grown from an entrepreneur with one truck to one of the leading professionals in the industry. Reliable Fire & Security is a solid, family owned business where our core values stem from personal dedication to protect and committed to being on the leading edge of technology.

Reliable Fire & Security is an environmentally conscious company that endorses the "Even Exchange" fire extinguisher program for reducing waste in landfills. We can exchange obsolete and condemned extinguishers, while also providing quick turnaround time for those that require an internal inspection, an OSHA test or a recharge in order to be returned to service.

Our team of skilled personnel are our most important asset to the company. Our highly experienced technicians hold a multitude of certifications, licenses, and real-world experience to provide elite customer satisfaction. They are team players who share the long-range vision of the company, which is to protect the lives and property of our customers with a perfected "One Call Does It all"™ policy, and by providing the highest quality of products and professional services for all your fire, security and life safety protection.

OUR APPROACH TO "ONE CALL DOES IT ALL"™

Reliable Fire & Security provides **24-hour** response and emergency service **7 days** a week, **365 days** a year for all products and services.

FIRE ALARMS

We specialize in the in the layout, installation, programming, and testing. Our installation team is skilled to appease all sized network demands. We can provide with graphic annunciator panels which alert the fire department on site about the location of your alarm.

SPRINKLER SERVICE

Reliable Fire & Security can provide **ALL** required tests and inspections for your sprinkler systems in accordance with **NFPA 25**. This includes testing the detection/alarm system and other suppression systems.

SECURITY- CCTV, CARD ACCESS & MONITORING

We offer the most up to date state of the art security systems including burglar alarm, card access systems, video surveillance and intrusion alarm systems. We offer a UL approved central station monitoring system for your **24-hour protection**. We are also low voltage specialists, and can provide security system monitoring, alarm system service and new system installations

MANAGED SECURITRY SERVICES

We enable organizations to reduce the costs and complexity of network security, improved security posture, and ease the compliance burden. Reliable Fire & Security monitors your infrastructure 24/7/365, handles complicated updates and configurations and provides a seamless end to end solution.

FIRE EXTINGUISHER TRAINING

Our elite program is a "live fire" training. The class includes hands-on portable fire extinguisher training classes that are customized to meet our customer's needs. The program can be scheduled at your facility which includes classroom training on all types of fire, fire extinguisher usage and firefighting techniques, to meet **OSHA** requirement. A "virtual reality" fire training is also available to ensure classes can take place 365 days a year.

FIRE SUPPRESSION

Using the latest version of Autocad Reliable provides exceptional installation, inspection and service, as well as 24-hour emergency service and recharging of your system. Our CAD department experts will provide hazard analysis, layout and point to point drawings.

EXTINGUISHERS/ EMERGENCY LIGHTS We can flawlessly guide you through the **requirements** of NFPA 10, the standard for Portable Fire Extinguishers, and local codes for installation and service. We provide Dry Chemical, CO2, Clean Agent, Pressurized Water, Water Mist, Metal X, or Class K kitchen fire extinguishers

Reliable has factory-trained technicians to perform necessary tests that will keep your company in compliance. We will provide **required** documentation to ensure your emergency and exit lighting systems meet **NFPA** and **OSHA** standards.

Incremental Cost for AES Intellinet Fire Radio Installation and Monitoring Service

Scope of Work

Provide labor and material for technician to install (1) AES Intellinet fire radio and activate 24/7 monitoring service for the existing Firelite MS-9200 fire alarm system.

Note:

Service to be performed during normal business hours M-F 8A-4P by our business partner, SMG.

Incremental Cost for AES Intellinet Fire Radio Installation and Monitoring Service

SERVICE

DESCRIPTION	PRICE
INCREMENTAL COST FOR HARDWARE: (1) AES INTELLINET FIRE RADIO, INSTALLATION AND ACTIVATION	\$800.00
INCREMENTAL COST DIFFERENCE FOR MONITORING AES INTELLINET FIRE RADIO FROM QUOTED PHONE LINES= \$20 PER MONTH (\$240 ANNUALLY)	\$240.00

(NOTE: MONITORING SERVICE – AES INTELLINET FIRE RADIO (\$60 PER MONTH, BILLED ANNUALLY @ \$720)

**RELIABLE FIRE EQUIPMENT COMPANY
DBA RELIABLE FIRE & SECURITY COMPANY
INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS
1.26.16**

1. **AGREEMENT.** This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Reliable Fire Equipment Company dba Reliable Fire & Security (hereafter called "Company"), at Company's home office in Alsip, Illinois. This Agreement is comprised of these Terms and Conditions, and the Company's proposal set forth on the reverse (hereafter called "Proposal") and other documents referred to in the Proposal, all of which are incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
2. **SALE OF SYSTEM AND RELATED EQUIPMENT.** Company shall sell to Customer and the Customer shall purchase from the Company the system and related equipment "System" identified in the Proposal.
3. **INSTALLATION.** Company shall install or cause to be installed the System at Customer's location identified in the Proposal. Company shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation, Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Company shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and Company.
4. **PRICE AND PAYMENT.** Customer agrees to pay Company the price for the System set forth on the Proposal. The price includes the related equipment and/or installation. The price is based upon the location and environment specifications which Customer provided to Company and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of fifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If Company retains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **APPROVAL AND PERMITS.** Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
6. **ACCESS TO SITE.** Customer agrees that Company shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator use, heat, lighting and electrical service for Company to complete the installation. Customer shall deliver to Company all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to Company's performance of the installation of the System at the site. Company shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to Company and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the Company in connection with Company's performance of the installation and take any and all action reasonable requested by Company.
7. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
8. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a security interest in the System to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Illinois including the right to enter Customer's premises and to disable or remove the System and related equipment, or both.
9. **TERMINATION.** Company shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.
10. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the site.
11. **FORCE MAJEURE.** Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Company's reasonable control.
12. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by Company, unless: (i) Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
13. **LIMITATION OF LIABILITY.**
 - a. Company's obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
 - b. Company shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or damage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage
 - i. Resulting directly or indirectly, from the use or loss of use of the System;
 - ii. Such as personal injury and property damage;
 - iii. Such as any claim or demand against Customer by any third party.
 - c. If Company has any liability under this Agreement, it shall be to repair or replace a defective item, at Company's discretion and in the event Company is unable or unwilling to repair or replace, Customer agrees that Company's liability shall not exceed, under any circumstances, the amounts paid to Company by customer under this Agreement.
14. **NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND COMPANY EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.**

15. **INDEMNIFICATION.** Customer indemnifies Company, holds Company harmless, and agrees to defend Company from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of Company in the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of Company, which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the Company; provided further that this provision shall only apply to the extent the Company's insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include Company's employees, agents, representatives, shareholders, officers, directors and subcontractors; at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

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b. This Agreement is made and entered into in the State of Illinois and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Illinois as if entirely performed in Illinois and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter Company's rights and Customer's obligations under the Illinois contractor and Subcontractor Payment act.

c. Customer consents to the exclusive jurisdiction and venue of the Cook County Court of Illinois with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.

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28. **MECHANICS' LIEN NOTICE.** Where Company is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as Company's preliminary notice of Company's intention to file a Mechanic's Lien if and when Company is not paid. The subcontractor is the Company, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

29. **AGREEMENT MODIFICATION.** No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon Company or Customer unless made in writing and signed by Company and Customer.

30. **PREVAILING WAGE** Company's work/services performed shall be based on its understanding through the actions, statements and/or omissions of Customer that this project [identify] and the work performed relating thereto is not subject to prevailing wage requirements (federal, state or local). If Company's understanding is incorrect, Customer agrees and acknowledges that it shall immediately notify Company in writing within forty-eight (48) hours from receiving this notice so that Company may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then Customer agrees and acknowledges that it shall reimburse and make whole Company for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. Customer also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Company's employees. Customer understands and acknowledges that it shall notify Company of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Company. Customer also agrees to indemnify and hold Company harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Company, including but not limited to prompt reimbursement to Company of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

31. **ELECTRONIC DOCUMENTS:** Company hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. Company may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

Payment Terms

PAYMENT TERMS: Unless otherwise specified herein, the total price of any Equipment ordered shall be paid as follows: Unless otherwise specified, equipment is sold FOB origin-Customer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

CHANGES: Any price changes that should follow any amendment or Change Order will be reflected on the final bill unless otherwise stated or agreed upon by Company and the Customer.

LATE PAYMENT: Unpaid balances due to Company are subject to a 1.5% per month charge to Customer.

Incremental Cost for AES Intellinet Fire Radio Installation and Monitoring Service

Quote Summary

Incremental Hardware and Installation:	\$800.00
Incremental monitoring Service :	\$240.00
Tax:	\$0.00
Total:	\$1 040.00

Acceptance

Acknowledgement:

Customer, by his signature on this document, acknowledges that he has read these statements, understands them and agrees to be bound by them. The Customer further understands that Reliable Fire Equipment Company dba Reliable Fire & Security (herein referred to as "the Company") is not an insurer of lives and/or property and is relying upon the limitation(s) set forth in this document to determine the cost of services provided to you.

CLIENT: **Wheaton Park District**

COMPANY: **Reliable Fire & Security**

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Deb Seymour, Superintendent of Parks

THROUGH: Michael Benard, Executive Director

RE: Mowing and Line Trimming Services Bid

DATE: February 24, 2022



SUMMARY:

Hiring seasonal staff to keep up with mowing and trim work in our parks has become increasingly difficult in recent years. The parks south of Butterfield Road also require the most time to transport equipment. For these reasons staff decided to explore the possibility of contracting mowing and trim work.

The turf areas in our parks require seasonal care and maintenance that is currently being performed by Park Services employees. This work includes the following procedures:

- Mowing of turf areas
- Trash and debris pick-up in lawn areas
- Trimming (around trees, shrubs, plants, play equipment, signs, fences, sidewalks/paths)
- Blowing off all surfaces

Seasonal mowing and trim work services were proposed within the bid for the following parks, south of Butterfield Road (totaling 17.8 acres of work):

- Arboretum Mews
- Albright Park
- Blacksmith Park
- Hull Park
- Scotts Cove Park
- Clydesdale Park
- Appleby Park
- Scottdale Park

Bids were solicited on February 3, 2022. 16 contractors received bid packets. Bids were opened on February 17, 2022. The results were as follows:

Contractor	2022	2023	2024	Total Bid Amount – 3 Yr. Contract
Apex Landscaping Inc.	\$27,475.00	\$28,310.00	\$29,155.00	\$84,940.00

Unit Costs:

Contractor	Add'l. Week of Service
Apex Landscaping Inc.	\$915.83 per week

It is disappointing that only one bid was received. We followed up with several of the other 15 potential bidders and received some of the following reasons for a lack of response:

- General lack of staff industry wide
- Public mowing is least profitable (maintenance is not prevailing wage)
- Not enough time to respond, in part due to snow operations

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

No budget was determined for this project. A bid was sent out to determine if contracting this work would be cost effective. Only one bid was submitted, and the bid amount is high in proportion to similar services being contracted by other area park districts. For example, the Bolingbrook Park District contracts out similar services at an approximate rate of \$923 per acre per year. The proposed bid shows a rate of \$1,590 per acre per year, (over a three-year period, which is over 1.7 times the BPD rate).

LEGAL REVIEW:

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

ALTERNATIVES:

We will continue to look at other cost-effective options for this type of work and present them if applicable.

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's reject the bid from Apex Landscaping for \$84,940.00.