



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMMITTEE MEETING
Wednesday February 7, 2024, 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187**

Public Notice Date February 5, 2024

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the "Park Board") will hold a Subcommittee Meeting at 5:00 pm on Wednesday February 7, 2024, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

**Please contact Michael J. Benard, Board Secretary, for further information.
mbenard@wheatonparks.org**

Michael J. Benard
Secretary

The Agenda for the February 7, 2024, 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 **February 7, 2024, 5:00 pm**

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

DISCUSSION ITEMS

Finance and Administration

1. **Information Technology Security** – Review Wheaton Park District Information Security Incident Response Plan
2. **General Obligation Limited Park Bonds Series 2023** – Review of Post Issuance Compliance Report
3. **Wheaton Park District Program and Event Apparel** – Review of Bid Results
4. **Ordinance 2024-03** – Review of an Ordinance Approving the Disposal and Sale of Personal Property Owned by the Wheaton Park District
5. **Government Relations Services** – Review of Agreement with Government Navigation Group for Legislative and Administrative Advocacy

Buildings and Grounds

1. **Briarpatch Park Improvement Project** – Review of Bid Results for Tennis Courts, Pickleball Courts and Fencing
2. **Briarpatch Park Improvement Project** – Review of Bids Results for Grading, Drainage and Site Work
3. **Briarpatch Park Improvement Project** – Review of Bid Results for Outdoor Fitness Equipment

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Wheaton Park District

4. **Central Athletic Complex** – Review of Bid Results for Kale Gym Floor Replacement
5. **Central Athletic Complex** – Review of Bid Results for Sports Field Lighting
6. **Central Athletic Complex** – Review of Bids for Transformer Replacement
7. **Rice Pool** – Review of Bid Results for Access Improvements
8. **Northside Pool** - Review of Bid Results for Access Improvements

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)
- f. The Selection of a Person to Fill a Vacancy in Public Office, 5 ILCS 120/2(c)(3).

ADJOURNMENT

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

TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: WPD Information Security Incident Response Plan

DATE: February 7th, 2024



SUMMARY:

As part of the preparation for our annual property and cyber renewal coverage, PDRMA (Park District Risk Management Agency), the District's insurance carrier, provided members with resources to assist with management of cybersecurity risks and to prepare for any future cybersecurity requirements that may be necessary for coverage renewal. Working with AIE, our IT managed services provider, we engaged Polsinelli PC to prepare an Incident Response Plan for the District. This plan outlines the procedures that will be followed in the event of a security breach or other incident that could compromise the confidentiality, integrity, or availability of our organization's information. It outlines the required actions and procedures required for the identification, response, remediation, and follow-up to such incidents, with the intent of responding appropriately and in a timely manner to all security events and incidents.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

The document preparation fee of \$1,800 was absorbed within the existing IT budget.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

The document was reviewed by Tressler in November of 2023.

ATTACHMENTS:

Wheaton Park District Information Security Incident Response Plan.

ALTERNATIVES:

N/A

RECOMMENDATION:

Due to the increase in cybersecurity threats facing local governments, it is imperative that the District develop a plan that minimizes the overall impact of any such incident.

It is recommended that the Wheaton Park District Board of Commissioners adopt the attached Information Security Incident Response Plan for the district.



WHEATON PARK DISTRICT

INFORMATION SECURITY INCIDENT RESPONSE PLAN

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I. PURPOSE AND OVERVIEW

The Wheaton Park District (the “Park District”), as part of its day-to-day operations, may collect and retain certain Personal Information (“PI”) (defined below), as well as other confidential and sensitive information regarding its employees, volunteers, patrons, visitors, and other third parties. The Park District must effectively respond to and manage Data Incidents (defined below) that may compromise the confidentiality, integrity, or availability of information systems, data or network resources that create, store, maintain or transmit PI or the Park District’s other confidential and sensitive information. Accordingly, the Park District has adopted this Information Security Incident Response Plan (the “Plan”) to provide oversight of and guidance for the Park District’s response to any Data Incident. This Plan applies to all Park District employees, volunteers, agents, and independent contractors that have access to PI or the Park District’s other confidential and sensitive information.

Depending on the nature and extent of the Data Incident, such actions may consist of the following steps, some of which may take place concurrently:

- Initial Containment: Immediately coordinate efforts with the appropriate members of the Incident Response Team and other third parties (as necessary and appropriate) to contain the Data Incident.
- Initial Assessment: Conduct an initial assessment and evaluation of the Data Incident.
- Classification of the Data Incident: Evaluate and assign a severity level to the Data Incident.
- Plan Activation and Internal Notifications: Based on the severity level, activate the Plan and notify appropriate stakeholders.
- Additional Containment, Remediation, and Investigation: Confirm the Data Incident is contained and investigate the cause, nature, and extent of the Data Incident.
- External Notifications: At the direction of counsel, notify individuals, law enforcement, regulators, or other external parties based on applicable legal or contractual requirements.
- Documentation: Complete a Data Incident Log to document Park District’s response to the Data Incident.
- Evaluation: Use the Data Incident as an opportunity to improve the Plan and Park District’s data protection precautions.

If the Park District discovers a potential Data Incident that may involve individuals’ personal information, involves a loss of funds, or is affecting the Park District’s ability to operate, the Park District should immediately contact the Park District Risk Management Agency (“PDRMA”). PDRMA can be contacted 24/7 at 630-769-0332. PDRMA encourages early reporting of potential incidents.

If there is a reasonable possibility that a Data Incident may involve unauthorized access to PI, it is important for legal counsel to be promptly notified and involved in the response. If notifications to individuals, regulators, or other parties are necessary, the Park District will provide those notifications in accordance with applicable law.

All Park District personnel must immediately report any actual or suspected Data Incident to the Park District’s managed service provider, Advanced Intelligence Engineering (AIE), via email at support@aie195.com or telephone (630) 936-4045. Due to the time-sensitive nature of many Data Incidents, personnel are encouraged to report potential incidents via telephone when possible. AIE will

conduct a preliminary assessment of the situation and promptly report back to the reporting individual. If AIE confirms that a potential Data Incident has occurred or that more investigation is necessary, AIE will also directly contact and confer with the Executive Director, or if they are not available, the Finance Director. The Executive Director (or in their absence, the Finance Director) will determine if the Plan is activated based on the severity of the Data Incident. In the event the Plan is activated, the Incident Response Team (IRT) will convene and take steps to respond to the Data Incident in accordance with this Plan and applicable law.

Legal counsel will determine whether and how to notify internal or external parties regarding a Data Incident based on Park District's investigation of a Data Incident in order to ensure Park District meets its obligations under its contractual obligations and applicable law. Depending on the Data Incident, the Park District may need to notify one or more of the following categories of individuals or organizations during the response to the Data Incident:

- PDRMA;
- Law enforcement;
- Park District employees;
- Park District Board of Commissioners;
- Individuals whose PI was subject to unauthorized access or acquisition;
- State attorneys general or other applicable regulators;
- Media;
- The Park District's financial institution(s);
- The Park District's credit card processor; and/or
- Credit reporting agencies.

Legal counsel, on behalf of the Park District, with the consent of the Park District's cyber insurer (through PDRMA) if possible and as applicable, may engage external vendors to assist legal counsel in investigating and analyzing the Park District's legal obligations arising from the Data Incident and ensuring that the Park District complies with such obligations. These vendors may include, but are not limited to, outside privacy counsel, forensic security firms, public relation firms, notification services vendors, eDiscovery firms.

If the Park District receives notice or discovers that one of its vendors or subcontractors who has access to the Park District's network or otherwise maintains any Park District PI sustains a Data Incident, the Park District will follow this Plan to investigate and respond to the vendor's incident in the same manner as if the incident occurred within the Park District's network.

II. DEFINITIONS

Data Incident - The actual, attempted, or suspected unauthorized access, acquisition, use, disclosure, modification, or destruction of PI and/or other confidential and sensitive information regarding the Park District's employees, volunteers, patrons, visitors, and other third parties, including any actual or suspected "breach" or "breach of security" as that term is defined by any applicable law, including a "breach of the security of the system data" as defined by the Illinois Personal Information Protection Act, 815 ILCS 530. Not all Data Incidents involve malicious/criminal activity. A Data Incident can also involve accidental disclosures of sensitive information. Data Incidents involving either electronic or paper records should be investigated in accordance with this Plan.

Personal Information ("PI") - An individual's last name and the individual's first name or first initial, in combination with any of the following unencrypted elements:

- Social Security number;
- driver's license number, other state identification number, or foreign country equivalent;
- passport number;
- the individual's financial account number, including a credit or debit card account number, with or without any required security code, access code, personal identification number or password, that would permit access to the individual's financial account;
- medical information, including any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a healthcare professional, including such information provided to a website or mobile application
- health insurance information, including an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any medical information in an individual's health insurance application and claims history, including any appeals records;
- an individual's taxpayer identification number or an identity protection personal identification number issued by the United States Internal Revenue Service;
- unique biometric data generated from measurements or technical analysis of human body characteristics used to authenticate an individual, such as a fingerprint, retina or iris image, or other unique physical representation or digital representation of biometric data;
- User name or email address, in combination with a password or security question and answer that would permit access to an online account;
- a private key that is unique to an individual and that is used to authenticate or sign an electronic record; or
- any other data element that may be included within the definition of "personal information" or "private information" under any applicable data breach notification statute or regulation.

III. INCIDENT RESPONSE TEAM

The Incident Response Manager is responsible for overseeing the execution of the Plan, including the Park District's investigation and response to a Data Incident. The roles and responsibilities of the Incident Response Manager are set forth in Appendix 1, and the contact information for the Incident Response Manager is set forth in Appendix 2.

The Incident Response Team ("IRT") shall assist the Incident Response Manager when necessary and appropriate with respect to any Level 1, Level 2, or Level 3 Data Incidents. The roles and responsibilities of the IRT are set forth in Appendix 1 and the contact information for the IRT members is set forth in Appendix 2.

The Incident Response Manager and/or the IRT may deviate from the Plan to the extent necessary and appropriate in order to respond to a Data Incident.

IV. PREPARATION AND TRAINING

The Incident Response Manager and IRT shall provide training on the Plan to Park District employees and other third parties according to, and considering, their assigned roles and responsibilities on an annual basis. For example, regular users of Park District's information systems may only need to know who to call or how to recognize a Data Incident on the information system; system administrators may require additional training on how to handle/remediate incidents; and incident responders may receive more specific training on forensics, reporting, system recovery, and restoration. Incident response training includes user training in the identification and reporting of suspicious activities, both from external and internal sources.

Periodically, and no less than once per year, the Incident Response Manager and IRT shall conduct and document regular testing of the Plan against an identified threat to determine the overall effectiveness of the Park District incident response procedures through a tabletop exercise, security incident simulations, or other similar comprehensive exercises. The Incident Response Manager and IRT shall review the results of such testing and propose changes to the Plan to incorporate lessons learned.

The Park District shall continuously engage in reasonable, appropriate, and proactive monitoring, detection, and analysis activities of Park District's information systems, including, but not limited to, the following:

- review security events and alerts for indicators of compromise;
- update security event triggers based on current threats and periodically test alert mechanisms;
- track, investigate, and document security events, alerts, and Data Incidents; and
- to the extent possible, incorporate automated mechanisms to track, investigate, and document security events, alerts, and Data Incidents.

V. DATA INCIDENT INFORMATION REQUESTS

In responding to a Data Incident, it is important for Park District to effectively manage the communication of information about the Data Incident to ensure that accurate information is provided in a way that assists stakeholders but does not jeopardize the Park District's investigation. If any Park District employee receives a request for information about the Data Incident from an external party, including media, law enforcement, or regulators, the request should be reported to the Incident Response Manager. The Incident Response Manager should consult with legal counsel and the IRT to respond to the request.

As a general matter, unless approved by the Incident Response Manager, information regarding a Data Incident should not be shared outside of the IRT and senior Park District leadership. If information about a Data Incident is shared with a wider audience within the Park District or with any external parties, the information should not identify any specific individuals in order to protect all individuals' privacy. Privileged reports and communications with legal counsel or engaged third parties should not be shared beyond those internal individuals with a need to know the information in order to assist the Park District with analyzing and complying with its legal obligations. If external notifications are determined to be appropriate under applicable law, the IRT will develop a communications plan to respond to questions or requests from notified individuals or other external parties.

VI. DATA INCIDENT REPORTING PROCEDURES

All Park District personnel with knowledge of an actual, attempted, or suspected Data Incident must immediately notify the Park District's managed service provider, AIE, via email at support@aie195.com or telephone (630) 936-4045. Due to the time-sensitive nature of many Data Incidents, personnel are encouraged to report potential incidents via telephone when possible. AIE will conduct a preliminary assessment of the situation and promptly report back to the reporting individual to resolve and/or mitigate the technical issue, is possible. If AIE confirms that a potential Data Incident has occurred or that more investigation is necessary, AIE will also directly contact and confer with the Executive Director, or if they are not available, the Finance Director. The Executive Director (or in their absence, the Finance Director) will determine if the Plan is activated based on the severity of the Data Incident. In the event the Plan is activated, the Incident Response Team (IRT) will convene and take steps to respond to the Data Incident in accordance with this Plan and applicable law.



Anyone reporting an actual or suspected Data Incident may be required to assist the Incident Response Manager and/or IRT by providing details to assist with the investigation and assessment of the situation.

To the extent known, anyone reporting a Data Incident shall provide the following information:

- the date, time and location of the Data Incident;
- a general description of the type of the Data Incident (e.g., hacking event, malware, lost laptop, accidental disclosure, etc.);
- the PI and/or other confidential information and the computer system(s), application(s) or storage medium affected or at possible risk; and
- any actions undertaken since discovery of the Data Incident.

VII. INCIDENT RESPONSE PROTOCOL

1. Initial Containment

Upon being notified of an actual, attempted, or suspected Data Incident, the Park District managed service provider and the Incident Response Manager shall immediately determine whether the Data Incident has been contained. If the Data Incident has not been contained, then the Incident Response Manager should immediately coordinate efforts with the appropriate members of the IRT and other third parties (as necessary and appropriate) to contain the Data Incident.

The steps required to contain the Data Incident will depend on the specific facts and circumstances of the Data Incident. Such steps may include, but are not limited to, the following:

- disabling internet connectivity from affected systems;
- removing PI or other sensitive information from affected sites, systems or applications;
- shutting down particular applications or third-party connections, reconfiguring firewalls, updating antivirus software, changing computer access codes, and modifying physical access controls;
- changing applicable passwords for accounts that have access to the affected PI or other sensitive information, including system processes and authorized users, and, if it is determined that an authorized user's account was compromised and used by an intruder, disabling the account; and

- monitoring systems and the network for signs of continued intruder access.

To the extent possible, all potential forensic evidence (hard drives, images, logs) should be preserved during the containment and remediation of the Data Incident.

2. Initial Assessment

The Incident Response Manager shall conduct an initial assessment and evaluation of the Data Incident. As part of the initial assessment, the Park District managed service provider and/or Incident Response Manager shall, to the extent possible at that time, identify:

- the date and time of the Data Incident;
- the person(s) reporting the Data Incident;
- the person(s) discovering the Data Incident;
- the manner in which the Data Incident occurred (e.g., data device misplaced, data theft, hacking event, etc.);
- the PI and/or other sensitive/confidential information potentially lost or compromised;
- the storage medium from which any PI, data and/or other sensitive/confidential information was accessed, lost or otherwise affected (e.g., laptop, backup tapes, hard-copy printout, server, etc.);
- the information systems, network resources and/or applications that were or may have been affected;
- the countermeasures enabled, if any, when the access, loss or theft occurred (e.g., full computer encryption on laptop, file/folder encryption on certain files on laptop, etc.);
- the existing security controls or security controls that can be immediately updated to address and remediate the Data Incident;
- if data was lost in transfer, the tracking number and name of the company shipping the data;
- the number of individual(s) potentially affected;
- the location of individual(s) potentially affected (i.e., the state(s) or country(ies) in which the individual(s) reside); and
- the identity(ies) of individual(s) potentially affected.

3. Classification of the Data Incident

Based on the information gathered during the initial assessment described above, the Incident Response Manager will assign a severity level to the Data Incident. As an existing Data Incident changes in severity, the Incident Response Manager shall reassign the Data Incident to the appropriate Data Incident classification. If a Data Incident may be between two Data Incident classifications, then the Data Incident shall be assigned the higher of the two classifications.

The following Data Incident classification table should be used to assign the proper Data Incident classification.

Level 0	A Data Incident is designated as Level 0 if after a preliminary review it is determined that it is a false alarm or there is no impact to any Park District PI, data, or system.
Level 1	A Data Incident is designated as Level 1 if it: <ul style="list-style-type: none"> • impacts only Park District non-critical information systems, network resources or data; • is quickly mitigated or prevented by existing Park District security controls;

	<ul style="list-style-type: none"> • can be quickly mitigated or prevented by updating existing Park District security controls; or • poses little to no risk to PI or Park District's other confidential and sensitive information or Park District's information systems, network resources, applications or data.
Level 2	<p>A Data Incident is designated as Level 2 if it:</p> <ul style="list-style-type: none"> • impacts up to two critical Park District information systems, network resources or sources of data; • creates a risk to PI or Park District's other confidential and sensitive information or Park District's information systems, network resources, applications or data; or • involves a potential loss of funds, including through fraudulent transfers.
Level 3	<p>A Data Incident is designated as Level 3 if:</p> <ul style="list-style-type: none"> • there is imminent danger that a large amount of PI or Park District's other confidential and sensitive information can be accessed, used, modified or destroyed by an unauthorized person or if the disclosure or access of PI or Park District's other confidential and sensitive information has already occurred to a large extent; • three or more critical Park District information systems, network resources or sources of data are impacted; • organizations outside of the Park District could be or are being impacted by the Data Incident; • the Data Incident could impact any person's physical safety; • significant Park District services are being degraded or stopped by the Data Incident; • involves a meaningful risk of a significant loss of funds or other legal liability for the Park District; or • involves ransom and/or extortion.

4. Plan Activation and Initial Notifications

If the Incident Response Manager determines that a Data Incident is classified as a Level 2 or Level 3 incident, the Incident Response Manager or other designated Park District representative, must immediately contact PDRMA. For Level 1 or Level 0 incidents, the Park District has the option to notify PDRMA as well. PDRMA can be contacted 24/7 at 630-769-0332.

Once contacted, PDRMA will assist the Park District with notifying its cyber insurance carrier and, as needed, engaging approved service providers, including legal counsel, to assist the Park District with responding to the Data Incident.

Based on the classification of the Data Incident, this Plan will be activated as follows:

Level 0	<p>The Plan is NOT activated.</p> <p>The Park District managed service provider and/or the Incident Response Manager will personally remediate and/or monitor the Data Incident and/or assign and oversee the appropriate Park District staff to remediate and/or, monitor the Data Incident.</p>
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	The assigned staff will provide regular status reports to the Incident Response Manager regarding the Data Incident.
Level 1	If the Park District managed service provider is made aware of the Data Incident prior to the Incident Response Manager, they will promptly notify the Incident Response Manager and the Incident Response Manager will determine whether gathering some or all of the IRT is necessary.
Level 2	If the Park District managed service provider is made aware of the Data Incident prior to the Incident Response Manager, they will immediately notify the Incident Response Manager. The Incident Response Manager will promptly gather the IRT, and will report on the Data Incident and its severity level and activate the Plan, as necessary and appropriate to address and remediate the Data Incident.
Level 3	If the Park District managed service provider is made aware of the Data Incident prior to the Incident Response Manager, they will immediately notify the Incident Response Manager. The Incident Response Manager will immediately gather the IRT, and will report on the Data Incident and its severity level and activate the Plan, as necessary and appropriate to address and remediate the Data Incident.

5. Additional Containment, Remediation, and Investigation

The Incident Response Manager and the IRT shall develop a response plan and assign roles and tasks in order to appropriately respond to the Data Incident, including considering the following:

- Identifying the root cause of the Data Incident;
- Whether the Park District should undertake additional steps to mitigate the risk of a subsequent Data Incident (e.g., restore integrity to the data system);
- Identifying the individuals whose information may have been involved in the Data Incident;
- Whether additional steps can be taken to mitigate any risk of identity theft or fraud to any individuals;
- Whether to engage any third-party vendors to further assist Park District and its counsel in analyzing and responding to the Data Incident. External resources may be particularly appropriate for Level 2 and 3 Data Incidents. Such vendors may include any of the following:
 - External legal counsel;
 - Forensic security firm;
 - eDiscovery vendor;
 - Ransom negotiator;
 - Public relations.

To the extent a decision is made to engage third-party vendors, the Park District should coordinate with PDRMA and the Park District's cyber insurance carrier to ensure that such engagements and vendors are approved to the extent necessary.

6. External Notifications

After the Data Incident is investigated, the Incident Response Manager, with the assistance of the IRT and outside legal counsel, will assess the notification obligations imposed by applicable data breach notification laws based on the locations of the potentially-affected individuals. Depending on the Data

Incident, the Park District may need to notify one or more of the following categories of individuals or organizations:

- Individuals whose PI was subject to unauthorized access or acquisition;
- State attorneys general or other applicable regulators;
- Law enforcement;
- The Park District Board of Commissioners;
- Park District employees;
- Media;
- The Park District's financial institution(s); and/or
- Credit reporting agencies.

Communications with any external persons or organizations regarding a Data Incident should be made through, or at the direction of, legal counsel.

The Park District should consult with its counsel to ensure that it is notifying and updating the Park District Board of Commissioners in a manner that appropriately informs the Board, maintains necessary confidentiality regarding the Data Incident and the Park District's response, and complies with the Illinois Open Meetings Act, 5 ILCS 120. The Board should consider utilizing closed meetings to discuss issues regarding an ongoing Data Incident response, to the extent permissible under the Open Meetings Act.

Unless notification to individuals is delayed or barred for law enforcement reasons, once it has been determined to provide notice regarding the Data Incident, affected individuals shall be notified in the most expedient manner possible and in compliance with any applicable time frames for such notice set forth in applicable state, federal, or international laws.

The content of the notification shall comply with the applicable laws in which the affected individuals reside, and shall at a minimum include the following:

- a brief description of the Data Incident and how the PI was accessed, disclosed, lost or otherwise compromised;
- the approximate date of the Data Incident;
- to the extent possible, a description of the types of PI that were involved in the Data Incident;
- a brief description of the steps undertaken by the Park District to investigate the Data Incident, mitigate against potential losses, and protect PI from further potential compromise;
- the toll-free numbers and addresses for consumer reporting agencies;
- the toll-free number, address and website address for the Federal Trade Commission or any federal agency that assists consumers with identity theft matters;
- a statement that the individual can obtain information from the consumer reporting agencies and the Federal Trade Commission about fraud alerts and security freezes.
- point-of-contact information for individuals who have questions or need more information; and
- if applicable, information on how to access any credit monitoring services that the Park District may offer to the affected individuals and/or other steps individuals should consider taking as a result of the Data Incident.

The notification to individuals shall not include information concerning the number of Illinois residents affected by the breach.

Notice to the Illinois Attorney General is necessary for any Data Incident involving notice to more than 500 Illinois residents. Such notice to the Illinois Attorney General will be made in accordance with

applicable law and should be made without unreasonable delay and no later than the same time that the Park District notifies individuals regarding the Data Incident.

7. Documentation

The Incident Response Manager shall document each Data Incident for the purpose of tracking each event, response, and disposition, including completing a Data Incident Log (a sample of which is set forth in Appendix 3). The Incident Response Manager shall ensure that appropriate and adequate records are maintained to document the Data Incident reported under the Plan. The Incident Response Manager may delegate these tasks to others within the organization.

Such records shall be generated, compiled and maintained in a manner sufficient to safeguard the financial, legal, or other rights of individuals, if any, affected by the Data Incident.

Unless a litigation hold is in place, records shall be maintained no longer than required by any applicable record retention schedules to ensure that any sensitive PI is not unnecessarily retained or exposed to the risk of a future Data Incident.

8. Evaluation

The development and implementation of this Plan and the Park District's privacy and data protection efforts are ongoing processes. As such, after each Level 1, 2, or 3 Data Incident, the IRT shall review this Plan and make any modifications deemed appropriate. In the event that there are no Level 1, 2, or 3 Data Incidents in a calendar year, the IRT shall nonetheless review this Plan and make any modifications deemed appropriate. The IRT will also consider whether Park District can improve its technical security measures or other data security precautions based on lessons learned during the incident response.

In cases involving Data Incidents caused by third parties, the IRT should evaluate whether legal action against any such third parties may be appropriate due to the Data Incident.

Approval and Change Record:

<u>Date of Last Review and Approval:</u>	<u>Name and Title of Approver</u>	<u>Description of Any Changes</u>
	Michael J. Benard Executive Director	Adoption of Incident Response Plan

APPENDIX 1

Incident Response Team Assignments and Responsibilities

Incident Response Team Member	Department	Role	Responsibilities
Incident Response Manager	Executive Director or other senior Park District Leader	Oversees the Park District's investigation and response to a Data Incident	<ul style="list-style-type: none"> • Oversees the Park District's investigation of and response to the Data Incident • Determines the nature and extent of the Data Incident and classifies the Data Incident in accordance with the Plan • Directs, coordinates and monitors the progress of the Park District's investigation of and response to the Data Incident including, when necessary and appropriate, organizing the Incident Response Team with respect to any Data Incident • Convenes IRT and chairs IRT meetings • Ensures proper and necessary documentation of Park District's investigation of and response to the Data Incident • Communicates with the Park District's senior leadership team, the Park District's business partners or other stakeholders, the media and other third parties, as necessary and appropriate • Coordinates with outside legal counsel to comply with applicable data breach notification laws and other applicable legal requirements

Information Technology (IT) Representative	Information Technology	IT advisor to the IRT	<ul style="list-style-type: none"> • Obtains information about the Data Incident and determines whether to notify the Incident Response Manager • Provides assistance in determining the existence, cause and extent of an IT-related Data Incident • Coordinates with the IT Department and, if necessary and appropriate, external IT resources to contain and remediate an IT-related Data Incident • Coordinates with the IT Department to respond to and provide needed information to Incident Response Manager and/or IRT • Coordinates with the IT Department to plan and implement actions to prevent similar future IT-related Data Incidents
Financial Representative	Chief Financial Officer	Financial risk analyst	<ul style="list-style-type: none"> • Assists in financial analysis relating to Park District's investigation of and response to the Data Incident • Assists in obtaining necessary budget approval for Park District's investigation of and response to the Data Incident
Communications and Media Representative	Marketing	Public relations advisor, liaison to Marketing Department	<ul style="list-style-type: none"> • Creates and/or maintains Data Incident public relations/media procedures • Coordinates with the IRT, legal team, senior leadership team and other business stakeholders on the timing, content and method of notification

			<ul style="list-style-type: none"> • Prepares and issues press releases or statements regarding the Data Incident, as necessary and appropriate
Human Resources (HR) Representative	Human Resources	Employment and liaison to Human Resources Department	<ul style="list-style-type: none"> • Provides assistance in determining the existence, cause and extent of an employee-related Data Incident • If employee personal data is compromised, handles communications with business area managers and employees • If employee performance is a factor in the incident, works with appropriate managers and employees to correct performance or improve processes or training • If employee misconduct is a factor in the incident, works with appropriate HR and business managers, legal representative and others to take appropriate employment action (e.g., termination of employment) and legal action

APPENDIX 2

Incident Response Team and External Resource Contact Information

IRT Contacts	Office Phone	Mobile Phone	Primary E-mail	Alternate E-mail
Incident Response Manager: Michael Benard, Executive Director	630-510-4945	630-945-7726	mbenard@wheatonparks.org	
Alternate: Sandra Simpson, Finance Director	630-510-4947	630-815-1067	ssimpson@wheatonparks.org	
IT Representative: AIE Representative	630-936-4045		support@aie195.com	
Alternate:				
Finance: Sandra Simpson, Finance Director	630-510-4947	630-815-1067	ssimpson@wheatonparks.org	
Alternate: Bethany Meger Assist. Finance Director	630-510-4953		bmeger@wheatonparks.org	
Communications and Media Representative: Margie Wilhelmi, Director of Marketing	630-510-4984	630-414-0027	mwilhelmi@wheatonparks.org	
Alternative:				
HR Representative: Matt Jay, HR Manager	630-510-4952	708-785-5613	mjay@wheatonparks.org	
Alternative:				

IRT Contacts	Office Phone	Mobile Phone	Primary E-mail	Alternate E-mail
Additional IRT Resource				

THIRD-PARTY VENDORS AND EXTERNAL SUPPORT			
	Office Phone	Mobile Phone	E-mail
The Park District Risk Management Agency ("PDRMA")	630-769-0332		
Outside Legal Counsel Andrew S. Paine Tressler LLP	312-627-4154	312-882-8875	apaine@tresslerllp.com

APPENDIX 3

Data Incident Log

How was the Data Incident reported?:	
Date or Date Range of Data Incident (if known):	Time of Data Incident (if known):
Date of Discovery of Data Incident:	Time of Discovery of Data Incident:
Person Discovering the Data Incident:	

Initial Assessment			
<input type="checkbox"/> Suspected Data Incident		<input type="checkbox"/> Confirmed Data Incident	
Data Incident Classification (Level 1, 2, 3) (if known):			
Type of Data Incident			
<input type="checkbox"/> Lost/Stolen Device	<input type="checkbox"/> Unauthorized Access	<input type="checkbox"/> Insider Activity	<input type="checkbox"/> Inadvertent Disclosure
<input type="checkbox"/> Vendor Incident	<input type="checkbox"/> Ransomware	<input type="checkbox"/> Malware	<input type="checkbox"/> Email Compromise
<input type="checkbox"/> Other (Describe)			
Data Exposure Dates			
Start Date:		End Date:	
Data Encrypted? <input type="checkbox"/> Yes <input type="checkbox"/> No		Data Password Protected? <input type="checkbox"/> Yes <input type="checkbox"/> No	

	Name	Phone	Title
Reported by			
Reported to			

Persons who may have been involved in or have knowledge of the Data Incident:	
Description of the cause or manner in which the Data Incident occurred (e.g., data device misplaced, data theft, hacking event, etc.):	
The identity(ies) and location(s) of all individual(s) potentially affected (i.e., the state(s) in which the individual(s) reside):	
The number of individuals potentially affected (if known):	
Description of the PI, data, and/or other information lost or compromised <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Name</div> <div style="width: 50%;"><input type="checkbox"/> Account Number</div> <div style="width: 50%;"><input type="checkbox"/> Credit/Debit Card Number</div> <div style="width: 50%;"><input type="checkbox"/> Social Security Number</div> <div style="width: 50%;"><input type="checkbox"/> Driver's License Number</div> <div style="width: 50%;"><input type="checkbox"/> State ID Number</div> <div style="width: 50%;"><input type="checkbox"/> Date of Birth</div> <div style="width: 50%;"><input type="checkbox"/> Medical Information or Health Insurance Information</div> <div style="width: 50%;"><input type="checkbox"/> Address</div> <div style="width: 50%;"><input type="checkbox"/> E-mail Address</div> <div style="width: 50%;"><input type="checkbox"/> Usernames and/or passwords</div> <div style="width: 50%;"><input type="checkbox"/> Other:</div> </div>	
What specific storage medium, systems, applications/equipment were accessed or compromised (if known)?:	
If data was lost in a physical transfer, the tracking number and name of the company shipping the data, if any:	
Have passwords been reset for any impacted accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of last reset:
Have any malicious rules been disabled?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have all logs or other evidence been preserved?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Need to contact law enforcement?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, identify agency(ies) notified and dates of the notice:
Need to contact state attorney(s) general or other regulators?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, identify regulators notified and dates of the notice:
Need to contact media?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, identify media outlets and dates of notice:
Was extortion involved?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, name of negotiation vendor engaged, if applicable:
Need to notify affected individuals?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, identify the number of notified individuals and the date of the notice:
Will third party forensics be engaged?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, name of vendor engaged:
Is insurance coverage available?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, has the insurance carrier been notified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was credit monitoring provided to any individuals?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Was outside counsel engaged?	<input type="checkbox"/> Yes <input type="checkbox"/> No If so, name of counsel/firm engaged:	
Actions undertaken to contain, minimize, or remediate potential harm or exposure:		
When did containment occur? Date: _____ Time: _____		
Describe how containment was implemented:		
Signature:	Printed Name:	Date:

TO: Wheaton Park District Board of Park Commissioners
FROM: Sandra Simpson, Director of Finance
THROUGH: Michael Benard, Executive Director
RE: 2023 GO Bond Post Issuance Compliance Checklist
DATE: February 7, 2024



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 2023 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.

February 1, 2024

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*")
General Obligation Limited Tax Park Bonds, Series 2023 (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.

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

Mr. Michael Benard
Ms. Sandra Simpson
February 1, 2024
Page 2

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 Melissa S. O'Connor
Melissa S. O'Connor

MSO:bha

Mr. Michael Benard
Ms. Sandra Simpson
February 1, 2024
Page 3

cc: Mr. Anthony Miceli
Ms. Anjali Vij

POST ISSUANCE COMPLIANCE CHECKLIST

GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2023

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\2023\WPD Series 2023 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. **N/A - Annual issues are spent within one year.**

(a) Rebate¹.

(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.

\$480,950.00 of these proceeds are used for the 12/15/2023 debt payment for the Series 2019A Alternate General Obligation Bonds of the District. \$18,200.00 was used to pay the expenses of issuing the bonds. The remaining \$1,547,028.00 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\2023
- (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 27 of 100
- (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\2023
- (c) Information
 - (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.
 - (2) Other information specified in

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 are 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 Rulemaking Board's Electronic Municipal Market Access ("EMMA") system. Material filed at EMMA will be open to the public for free.

(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.

Annual Comprehensive Financial Report is available on our website - <http://wheatonparkdistrict.com/transparency-portal/budget-financial-reports/>
- (1) Annual.
- (2) Quarterly. 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 21st day of February, 2024.

By 
Compliance Officer

TO: Board of Commissioners

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

THROUGH: Mike Benard, Executive Director

RE: Wheaton Park District Program/Event Apparel Bid

DATE: February 7, 2024



SUMMARY:

Staff seeks the Wheaton Park District Board of Commissioners approval to purchase program/event apparel for the recreation, athletic, aquatics, Cosley Zoo, special events, and park service departments. In an effort to secure best pricing for over 8,880 pieces of apparel, departments worked together on a combined bid that was sent to over 20 apparel vendors. Staff received seven (7) bids in which the chart below reflects the pricing breakdown. Orders will be placed in mid-March/end of April for a mid-May delivery. All expenses are budgeted and paid for through the specific, camp, program, event or department operational budgets.

Program Area	Total Items	TPS Sports	LynnPro	Marathon	Imagination Print & Design	SBI Custom Apparel	Empire Printing	Blue Sky
Camps	1,673	N/A	\$14,498.82	N/A	\$12,618.69	\$7,454.65	\$9,144.54	\$9,174.98
Athletics	509	\$2,789	\$4,289.63	N/A	\$3,404.00	\$1,985.95	\$2,428.14	\$2,615.75
Aquatics	740	N/A	\$5,767.67	N/A	\$7,206.47	\$4,226.66	\$5,168.66	\$5,326.60
Lincoln Marsh	703	N/A	\$4,736.05	N/A	\$4,929.25	\$2,887.65	\$3,217.22	\$3,020.70
Parks	264	N/A	\$3,433.50	N/A	\$3,704.90	\$2,209.36	\$2,595.64	\$2,734.50
Cosley Zoo	134	N/A	\$959.44	N/A	\$842.40	\$519.05	\$608.36	\$558.90
Cream of Wheaton	251	N/A	\$1,860.22	\$1,799.70	\$2,807.00	\$1,733.40	\$2,033.92	\$1,703.15
Run for the Animals	2,680	N/A	\$23,488.70	\$18,393.80	\$30,696.30	\$21,084.00	\$28,253.30	\$23,161.30
Brew Fest	215	N/A	\$1,626.90	\$1,524.65	\$2,300.50	\$1,438.30	\$1,745.80	\$1,702.87
Memorial Park	115	N/A	\$928.40	\$1,145.75	\$1,021.20	\$633.70	\$823.40	\$1,337.45
Reindeer Run	1,495	N/A	\$13,667.87	\$10,035.25	\$21,958.72	\$10,418.00	\$16,780.56	\$14,063.60
Special Events	110	N/A	\$891.60	\$533.00	\$1,178.80	\$606.20	\$791.60	\$1,277.40
Total Cost Per Vendor	8,889			\$28,962.05		\$21,355.32		\$1,703.15

EXPENSE IMPLICATIONS

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

PREVIOUS BOARD ACTION

This is the first year a formal bid has been completed for district wide event/program apparel. Previous years, staff have secured formal quotes for smaller quantities of apparel items.

RECOMMENDATION:

Staff recommend awarding the Run for the Animals, Reindeer Run & Special Event apparel items to Marathon Sportswear in the amount of \$28,962.05; Camps, athletics, aquatics, Lincoln Marsh, Parks, Cosley Zoo, Memorial Park and Brew Fest apparel items to SBI Custom Apparel, in the amount of \$21,355.32; Cream of Wheaton to Blue Sky Marketing in the amount of \$1,703.15.

WHEATON PARK DISTRICT

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

ORDINANCE 2024-03

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: One (1) 2006 B&B Trailer 1914EDO Flatbed Vin 4L5SA25236F012364 located at Parks Services Center; One (1) 2006 Pitco Frialator Model Number: 2-SG14SSTC-S/FD, Serial number: G062C000206 located at Arrowhead Golf Club;

WHEREAS, the Board of Park Commissioners has determined that it would be in the best interest of the Park District to dispose: One (1) 2006 B&B Trailer 1914EDO Flatbed Vin 4L5SA25236F012364 located at Parks Services Center; One (1) 2006 Pitco Frialator Model Number: 2-SG14SSTC-S/FD, Serial number: G062C000206 located at Arrowhead Golf Club;

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 2024-03**

Section 2: The Park District will dispose: One (1) 2006 B&B Trailer 1914EDO Flatbed Vin 4L5SA25236F012364 located at Parks Services Center; One (1) 2006 Pitco Frialator Model Number: 2-SG14SSTC-S/FD, Serial number: G062C000206 located at Arrowhead Golf Club;

Section 3: Except, as otherwise provided herein, this **Ordinance 2024-03** Shall be in full force and effective forthwith upon its adoption and approval as provided by law.

Adopted this 21st day of February 2024

AYES: _____

NAYS: _____

ABSENT: _____

President Board of Park Commissioners
Wheaton Park District

ATTEST:

Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

GOVERNMENT RELATIONS SERVICE AGREEMENT - DRAFT

THIS AGREEMENT (“Agreement”) is made as of the 21st day of February, 2024 by and between Government Navigation Group, Inc. (“GNG”) with offices at 227. W. Monroe, #2100 Chicago, Illinois 60606 and Wheaton Park District (“Park District”) with its principal office at 102 E. Wesley Street, Wheaton, Illinois, 60187 For purposes of this Agreement, GNG and Park District may also be referred to individually as a “Party” or together as the “Parties.”

RECITALS

WHEREAS, Park District wishes to retain GNG to assist Park District in securing government funds in support of Park District’s government purposes and to perform certain other government relations services to promote the business, services, reputation and interests of Park District as may be requested by Park District (collectively, the “Services”), on and subject to the terms and conditions of this Agreement; and

WHEREAS, GNG has represented to Park District that it is qualified and capable to perform and is willing perform the Services for Park District in the State of Illinois;

NOW, THEREFORE, in consideration of the payments to be made to GNG as provided herein, and in consideration of the mutual agreements and covenants contained herein, Park District and GNG agree as follows:

1. Incorporation of Recitals and Term.

The Recitals are hereby incorporated in and made a part of the agreement of the Parties.

The term of this Agreement shall commence on January 1, 2024 and unless sooner terminated in accordance with the provisions of this Agreement, shall remain in effect through December 31, 2024 (the “Term”).

Expiration or early termination of the Term shall not terminate any obligations of the Parties that accrued prior to termination and continue after termination, including but not limited to, those obligations set forth in Sections 5, 6, and 7, and shall in no way be deemed to be construed as a restriction, limitation or waiver of either Party’s rights to pursue any additional available remedy at law or equity.

2. Services

Park District hereby retains GNG and GNG hereby undertakes to exercise its best efforts to perform the Services.

The Services will be provided directly by GNG, or where appropriate, by individuals or entities retained by GNG that GNG knows to be qualified and competent to perform the Services which GNG assigns to them and which or who GNG believes will help to accomplish the Services (collectively, the "GNG subcontractors"). As between the Park District and GNG, GNG will be solely responsible for the actions of the GNG subcontractors and Park District shall not be responsible for any fees owed to outside individuals or entities, including GNG subcontractors, unless responsibility for payment of such amounts is pre-approved by Park District in writing. Furthermore, GNG represents that any individual or entity retained by GNG will be bound to the same obligations of GNG under this Agreement, including but not limited to the obligation of confidentiality.

GNG will identify any special restrictions, limitations or terms associated with each source of funds which it advises Park District may be available for its use in support of its government functions.

All substantive written communications to funding sources on behalf of Park District will be submitted to Park District's Executive Director for review and approval prior to submission to the appropriate governmental body or agency.

Services shall at all times be coordinated with the Park District's Executive Director in such a fashion that he is aware of intended activities to be undertaken by GNG prior to their being performed, in the event, for whatever reason, he determines that such planned activity is not in the best interests of Park District.

Park District's Executive Director shall inform GNG promptly of any changes in previously communicated Services goals and objectives of Park District which might require modification of Services or their performance.

GNG understands and acknowledges that Park District lacks the specialized expertise to perform the Services on its own behalf and that it is relying on the expertise of GNG to properly perform the Services in the best interests of Park District. Accordingly, GNG shall inform Park District immediately if GNG believes any request or direction given by Park District in connection with the Services is contrary to laws, rules or regulations to which GNG or the Services are subject or which in GNG's opinion are otherwise not in the Park District's best interests.

3. Compensation and Expenses

For and in consideration of GNG's performance of Services in accordance with the terms and conditions of this Agreement, Park District shall pay GNG a retainer at the rate of \$4,000 per month for the period beginning January 1, 2024 and ending December 31, 2024.

If GNG determines that there is a need to incur additional costs and expenses in the performances of Services hereunder, then in that event, Park District shall reimburse GNG for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by the Executive Director of Park District prior to the time such additional costs or expenses are incurred. GNG will provide a detailed accounting of all such additional costs and expenses.

4. Payment Terms/Late Payment

Payment to GNG in accordance with the above payment schedule shall be paid by Park District in accordance with the Illinois Local Government Prompt Payment Act. All billing statements will include a reasonably detailed description of the Services to which the bill relates and the name(s) and position(s) of the persons performing the Services, as well as a reasonably detailed description of the expenses incurred and copies of third party invoices and receipts, as applicable, pertaining to such expenses.

5. Compliance with State and Federal Laws

In rendering Services on behalf of Park District, GNG shall comply fully with all federal, state, and local laws, rules and regulations applicable to the Services and the performance thereof and agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions, and requests of any federal, state, or local governmental or judicial body, agency, or official (collectively "legal requirements") pertaining or related to this Agreement or the performance of the Services. GNG possesses and shall maintain during the term of this Agreement, all registrations and licenses required for the performance of the Services and shall notify Park District immediately in the event any claim is made, proceeding brought or action taken against GNG alleging non-compliance with any legal requirements. Park District in its sole discretion may suspend or terminate this Agreement immediately upon written notice to GNG in the event Park District receives information from any credible source that GNG may not be in compliance with legal requirements. Park District shall also comply fully with all legal requirements associated with its performance of its obligations under this Agreement.

6. Indemnification

GNG will assume full responsibility for and shall indemnify and hold harmless Park District and its elected and appointed officials, officers, employees, and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of GNG or on the part of any of the GNG subcontractors or any breach by GNG or any of the GNG subcontractors of any of its obligations under, or of the terms and provisions of, this Agreement.

To the extent permitted by Law, Park District will assume full responsibility for and shall indemnify and hold harmless GNG and its subsidiaries and their directors, officers, GNG subcontractors, employees and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from Park District's sole gross negligence or willful and wanton misconduct, or any breach by Park District of any of its obligations under, or any of the terms and provisions of this Agreement.

7. Confidentiality

In rendering Services pursuant to this Agreement, GNG, the GNG subcontractors and its and their associates and employees may acquire or be exposed to confidential information or trade secrets concerning the business and operations of Park District or its affiliates. GNG agrees to treat and maintain all such information and data as Park District confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to in advance and in writing by Park District. The confidentiality obligations hereunder shall not extend to: (i) Confidential information already in the possession of GNG without any obligation of confidentiality; (ii) Confidential information already in the public domain; or (iii) Confidential information independently received by GNG without any obligations of confidentiality. The obligations of GNG contained in this Paragraph shall ensure that any employees, agents, or subcontractors of GNG who have access or exposure to the aforesaid information shall be bound by these obligations of confidentiality.

8. Independent Contractor.

Park District is not an employer or joint venturer of GNG. In all matters relating to this Agreement, GNG shall be acting as an independent contractor. Park District shall not withhold from the compensation paid to GNG any taxes or other items due to be paid by GNG. At the end of the calendar year, Park District shall file the necessary Information Returns (U.S. IRS form 1099) with respect to the compensation paid to GNG.

9. Termination

In addition to its right to terminate early under any other provision of this Agreement, either Party may terminate this Agreement at any time upon at least thirty (30) days prior written notice to the other Party, provided that if GNG has commenced but not completed certain Services for which it has received payment, GNG shall not terminate this Agreement prior to the completion of such Services without Park District's written consent. Either Party may terminate this Agreement immediately upon written notice to the other Party the event of a breach by the other Party of any of its obligations under this Agreement.

Upon the expiration of this Agreement or upon the effective date of early termination of this Agreement, all obligations of the Parties under this Agreement shall cease, with the exception that (i) Park District shall remain liable to GNG for payment of all retainer amounts that were or would become due and owing to GNG for Services properly rendered in accordance with this Agreement through the month the termination is effective, and (ii) GNG shall remain responsible to Park District for the provision of such Services for which it has received payment in accordance with this Agreement, and also with the exception of such other obligations which by the specific terms of this Agreement continue after termination of the Agreement, including those set forth in paragraphs 6, 7 and 8.

10. Non-Assignment

This Agreement shall be personal to the Parties and no Party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder, and any such transfer, assignment, or delegation shall be void and of no effect. This Paragraph shall not apply to GNG's use of sub-contractors noted above.

11. Entire Agreement; Amendments, Etc.

This Agreement, including the Recitals, contains the entire agreement and understanding of the Parties, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. No modification or waiver of this Agreement shall be effective unless the modification or waiver shall be in writing, signed by both Parties to the Agreement. Any waiver shall be effective only in the specific instance and/or the specific purpose for which given.

12. No Waiver

No failure or delay on the part of either GNG or Park District in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy. The exercise of any such right or remedy shall not preclude any other exercise of any right or remedy under this Agreement. Nothing contained in this Agreement shall act as a waiver by the Park District of its rights, defenses and immunities provided at law or in

equity including but not limited to those contained in the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

13. Compliance and Headings

The headings in this Agreement are for convenience and reference only.

14. Limitation on Damages

Neither Party shall be liable to the other for any punitive, special or exemplary damages.

15. Governing Law

The Parties agree that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois.

16. Counterparts

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument.

17. Notice

All notices, demands, requests, exercises, and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District: Wheaton Park District
 102 E. Wesley Street
 Wheaton, IL 60187
 Attn: Michael J. Benard, Executive Director
 Email: mbenard@wheatonparks.org

If to GNG: Government Navigation Group, Inc.
 227. W. Monroe, #2100
 Chicago, Illinois 60606
 Attn: Paul Rosenfeld
 Email: Paul@govnavigationgroup.com

18. Conflict of Interest

GNG represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of GNG or this Agreement; (2) as

of the date of this Agreement neither GNG nor any person employed or associated with GNG has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither GNG nor any person employed by or associated with GNG shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

19. No Collusion

GNG represents and certifies that (1) GNG is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless GNG is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by GNG without collusion with any other person, firm, or corporation. If at any time it shall be found that GNG during this Agreement, colluded with any other person, firm, or corporation, then GNG shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

20. Sexual Harassment Policy/Non-Discrimination

GNG certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4). In all hiring or employment by GNG pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. GNG agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

IN WITNESS THEREOF, the Parties have duly executed this Agreement as of the date first above written.

Government Navigation Group, Inc.

Wheaton Park District

By: _____

By: _____

As its: _____

As Its: _____

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Briar Patch Park Tennis and Pickleball Courts, and Fencing

DATE: February 7, 2024



SUMMARY:

As a part of the planned OSLAD Grant improvements for Briar Patch Park, the site improvements were put out for a construction bid in August 2023. One bid was received, at a cost significantly higher than expected. The decision was to reject the bid and rebid the work for spring of 2024. The project was broken apart into two bids for separate parts of construction. Staff believed the current bid timing would yield better pricing.

The scope of this base bid includes paving of two tennis courts and fencing; construction of three new pickleball courts and fencing; and paving asphalt access sidewalks. The separate bid includes demolition, grading/excavation and gravel base for asphalt pavement.

Plans and specifications were prepared by staff and sent to contractors on January 9, 2024. Bids were opened on January 25, 2025. The results are as follows:

Contractor	Base Bid
Chicagoland Paving Contractors Inc.	\$230,000.00
Schroeder Asphalt Services, Inc.	\$268,000.00
Evans and Son Blacktop Inc.	\$293,494.00
Obsidian Asphalt Paving Inc.	\$340,000.00

Staff has worked with this contractor before with favorable results.

PREVIOUS COMMITTEE/BOARD ACTION:

In August 2023, only one bid was received, and the Board of Commissioners rejected the bid during the September 20, 2023, meeting and directed staff to rebid the work for spring of 2024.

REVENUE OR FUNDING IMPLICATIONS:

Existing Contracted Costs	Budget	Actual (spent in 2023)	
Backstop Fencing	\$85,000	\$119,812	* Additional \$20,000 Dist. Wide Fence
Playground Surface	\$80,000	\$91,480	
Shelter Improvements	\$6,000	\$6,000	Roofing complete to date
A/E Design	\$15,000	\$27,700	
Subtotal	\$186,000	\$244,992	
Current Bid Proposals	Budget	Proposed	
Pickleball & Tennis Cts/Fencing		\$230,000	
Grading/Drainage/Site Work		\$241,500	Separate recommendation
Subtotal	\$500,000	\$471,500	Re-budgeted in 2024 at increased amount
Remaining Estimated Costs	Budget	Estimated	
Outdoor Fitness	\$150,000	\$110,802	Equipment + estimated surface & site work
Shelter Improvements	\$ 90,000	\$100,000	Could be reduced to at least half in-house
Landscape Improvements	\$25,000	\$25,000	Could be reduced to at least half in-house
CPA Report	\$5,000	\$5,000	
Subtotal	\$270,000	\$240,802	
Grand Total	\$956,000	\$957,294	With proposed bid amounts
Existing Funding Sources			
OSLAD Grant funding	\$317,500		
50% Matching out of capital	\$317,500		FY 2023/2024 Account 40-800-806-57-5701-0000
\$ over match budgeted in 2024	\$135,000		FY 2024 Account 40-800-806-57-5701-0000
*Dist. Wide Fence	\$20,000		FY 2023 Account 20-101-000-53-5301-0000
18% of const. budget for ADA	\$110,700		FY 2023 Account 40-000-000-12-1224-0000
DCEO Grant	\$200,000		
Total Funds	\$1,100,700		

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

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

ATTACHMENTS:

Briar Patch Park Improvements Plan.

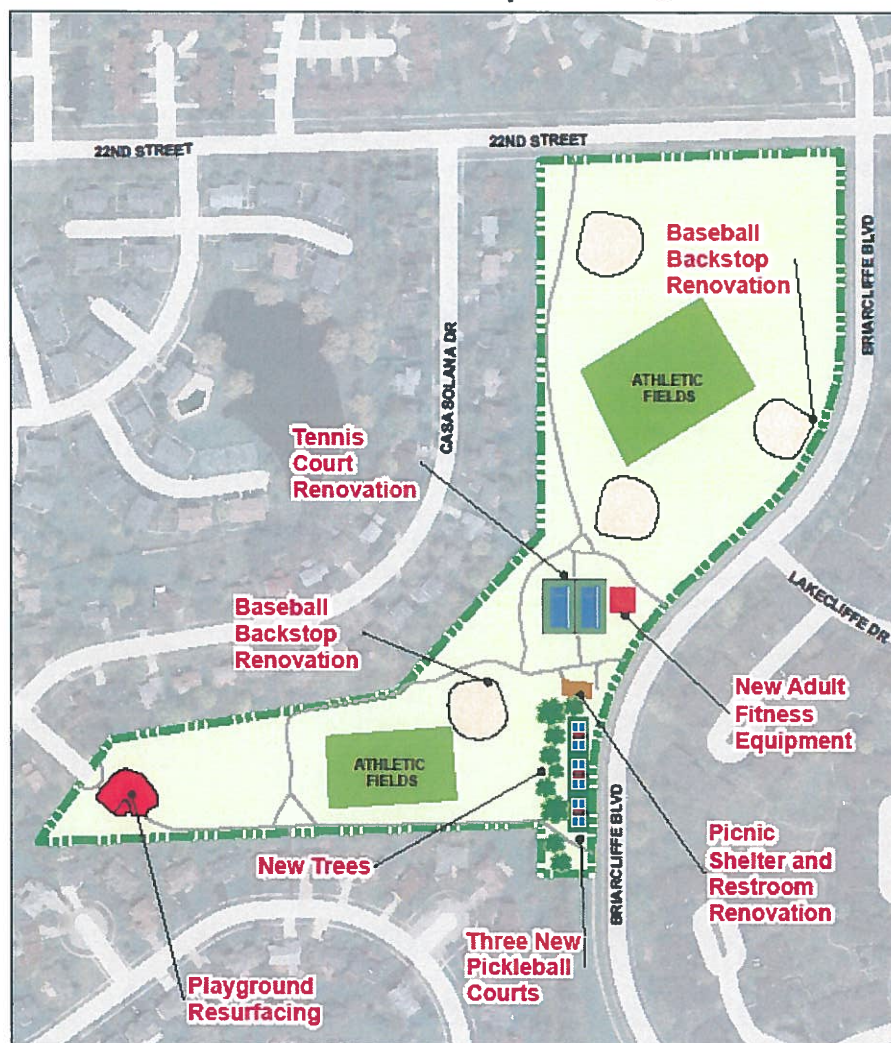
ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the base bid from Chicagoland Paving Contractors Inc. for the Briar Patch Park - Tennis and Pickleball Courts and Fencing Project in the amount of \$230,000.00. Additionally, staff requests a 10% contingency of \$23,000.00.

Wheaton Park District Briar Patch Park Improvements



Briar Patch Park



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Briar Patch Park Grading, Drainage and Site Work

DATE: February 7, 2024



SUMMARY:

As a part of the planned OSLAD Grant improvements for Briar Patch Park, the site improvements were put out for a construction bid in August 2023. One bid was received, at a cost significantly higher than expected. The decision was to reject it and rebid the work for spring of 2024. The project was broken apart into two bids for separate parts of construction. Staff believed the current bid timing would yield better pricing.

The scope includes site demolition, grading/excavation, site drainage features, gravel base for asphalt pavement, and site restoration. The separate bid includes paving of two tennis courts, construction of three new pickleball courts, fencing, and paving of asphalt access sidewalks.

Plans and specifications were prepared and sent to contractors on January 9, 2024. Bids were opened on January 25, 2025. The results are as follows:

Contractor	Base Bid	Unit Cost – CA-1 Gravel
A Jules Construction LLC	\$241,500.00	\$ 85/cy
E. Hoffman Inc.	\$242,950.00	\$110/cy
Schroeder Asphalt Services, Inc.	\$245,000.00	\$125/cy

Staff checked references for A. Jules Construction and they were found to be favorable.

PREVIOUS COMMITTEE/BOARD ACTION:

In August 2023, only one bid was received, and the Board of Commissioners rejected the bid during the September 20, 2023, meeting and directed staff to rebid the work for spring of 2024.

REVENUE OR FUNDING IMPLICATIONS:

Existing Contracted Costs	Budget	Actual (spent in 2023)	
Backstop Fencing	\$85,000	\$119,812	* Additional \$20,000 Dist. Wide Fence
Playground Surface	\$80,000	\$91,480	
Shelter Improvements	\$6,000	\$6,000	Roofing complete to date
A/E Design	\$15,000	\$27,700	
Subtotal	\$186,000	\$244,992	
Current Bid Proposals	Budget	Proposed	
Pickleball & Tennis Cts/Fencing		\$230,000	Separate recommendation
Grading/Drainage/Site Work		\$241,500	
Subtotal	\$500,000	\$471,500	Re-budgeted in 2024 at increased amount
Remaining Estimated Costs	Budget	Estimated	
Outdoor Fitness	\$150,000	\$110,802	Equipment + estimated surface & site work
Shelter Improvements	\$ 90,000	\$100,000	Could be reduced to at least half in-house
Landscape Improvements	\$25,000	\$25,000	Could be reduced to at least half in-house
CPA Report	\$5,000	\$5,000	
Subtotal	\$270,000	\$240,802	
Grand Total	\$956,000	\$957,294	With proposed bid amounts
Existing Funding Sources			
OSLAD Grant funding	\$317,500		
50% Matching out of capital	\$317,500		FY 2023/2024 Account 40-800-806-57-5701-0000
\$ over match budgeted in 2024	\$135,000		FY 2024 Account 40-800-806-57-5701-0000
*Dist. Wide Fence	\$20,000		FY 2023 Account 20-101-000-53-5301-0000
18% of const. budget for ADA	\$110,700		FY 2023 Account 40-000-000-12-1224-0000
DCEO Grant	\$200,000		
Total Funds	\$1,100,700		

LEGAL REVIEW:

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

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the base bid from A Jules Construction LLC for the Briar Patch Park – Grading, Drainage and Site Work Project in the amount of \$241,500.00. Additionally, staff requests a 10% contingency of \$24,150.00.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Briar Patch Park Outdoor Adult Fitness Equipment

DATE: February 7, 2024



SUMMARY:

Outdoor adult fitness equipment is a part of the Briar Patch Park Improvements OSLAD grant. The site improvements were put out for a construction bid in August 2023 and included the fitness equipment as an alternate. One bid was received for the whole project, at a cost significantly higher than expected. The decision made to reject the bid and rebid the work for spring of 2024. Staff recommends purchasing the fitness equipment directly and have the in-house projects crew install (much like playground equipment) as a means for cutting costs. A separate bid for safety surfacing will follow shortly.

Staff requested quotes for the equipment included in the original plan. The quotes are through cooperative purchasing agreements. The results are as follows:

Contractor	Quoted Amount	Co-op
NuToy Leisure Products (Landscape Structures Inc.)	\$22,045	Sourcewell
Kompan	\$43,757	OMNIA
Total	\$65,802	

Staff selected the attached equipment because it meets the desires of the neighborhood and provides a variety of fitness opportunities. Like playground equipment purchasing, it is difficult to find equals through the bidding process and lower bids often result in lower quality. Cooperative purchasing price is also discounted from MSRP as noted in the quotes.

PREVIOUS COMMITTEE/BOARD ACTION:

In August 2023, only one bid was received for the whole project so the Board of Commissioners rejected the bid during the September 20, 2023 meeting and directed staff to rebid the work for spring of 2024.

REVENUE OR FUNDING IMPLICATIONS:

\$150,000 is budgeted in 2024 for outdoor fitness (40-800-806-57-5701-0000). An additional \$27,000 is budgeted for accessibility of this amenity (40-000-000-12-1224-0000). The OSLAD Grant will reimburse up to 50% of the cost. The anticipated cost for the outdoor fitness area is as follows:

Outdoor Fitness Equipment	\$65,802	Current Proposal
Safety Surfacing	\$25,000	Estimated Contract Cost
Site Work	\$20,000	Estimated In-house Cost
Total	\$110,802	

STAKEHOLDER PROCESS:

Residents were surveyed concerning preferences for outdoor fitness equipment. PPF staff was consulted during survey.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Quotes from NuToys and Kompan.

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the purchase of outdoor fitness equipment from NuToys in the amount of \$22,045 through the Sourcewell cooperative and from Kompan in the amount of \$43,757 through the OMNIA cooperative.

Nutoys Equipment



Kompan Equipment





Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

January 24, 2024

BRIAR PATCH PARK
WHEATON, IL
OPTION 1
HEALTHBEAT

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
Heathbeat Outdoor Fitness				
1	192451A	Ab Crunch/Leg Lift DB Order Post Separately*		\$ 2,120
1	192457A	Elliptical DB Order Post Separately*		9,880
4	207607A	HealthBeat Blank Sign Set		-
1	192459A	Plyometrics DB Order Post Separately*		2,800
1	192460A	Pull-Up/Dip DB Order Post Separately*		2,215
1	205942A	Steel Post w/1 Top Attachment DB		1,090
2	205944A	Steel Post w/2 and 0 Attachments DB	\$ 1,090	2,180
1	205941A	Steel Post w/No Attachment DB		1,090
EQUIPMENT TOTAL				\$ 21,375
6% CONTRACT DISCOUNT				(1,283)
SHIPPING				1,952
TOTAL				\$ 22,045




Sales Proposal

Wheaton Park District
Steve Hinchee
102 East Wesley Street
Wheaton, IL 60187

Quote No. SP132172-1
Customer No. 210314
Document Date 01/22/2024
Expiration Date 03/22/2024

Sales Representative Melissa Haase
Email MelHaa@Koman.com

Project Name US302302 Briar Patch Park Fitness

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
FSW20801-0901	 Pull Up Station Pro - Orange In-ground 90cm	1	Pieces	2,480.00	20.00	1,984.00
FAZ20501-0901	 Cross Training Combi 4 Compact - Orange In-ground 90cm	1	Pieces	24,570.00	20.00	19,656.00
FAZ52101-0801	 Cross Trainer With Touchscreen - Orange In-ground 80cm	1	Pieces	20,810.00	20.00	16,648.00
A380544-99	SAFETY SIGN FOR FSW/FAZ US	1	Pieces	5.44	20.00	4.35
A775576-110	SAFETY SIGN FOR CROSS TRAINER ENG	1	Pieces	16.17	20.00	12.94
FREIGHT	Freight	1	Pieces	5,451.71		5,451.71

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		47,881.61	9,576.32	38,305.29
Subtotal - Freight		5,451.71		5,451.71
Total USD				43,757.00

Payment Terms 50% Prepayment, 50% Net 30 days

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)



Sales Proposal

Wheaton Park District
Steve Hinchee
102 East Wesley Street
Wheaton, IL 60187

Quote No. SP132172-1
Customer No. 210314
Document Date 01/22/2024
Expiration Date 03/22/2024

Sales Representative Melissa Haase
Email MelHaa@Kompan.com

Project Name US302302 Briar Patch Park Fitness

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Central Athletic Complex Kale Gym Wood Floor Replacement – Re-Bid

DATE: February 7, 2024



SUMMARY:

In 2016, staff bid and performed renovations to the gym floors at the Central Athletic Complex. The wood flooring in the Main Gym was replaced and the flooring in Kale Gym was patched and refinished. Further wear on the Kale Gym flooring indicates that the entire floor in this gym should be fully replaced. The Kale Gym itself will be closed for construction; however other parts of the Central Athletic Complex will remain open. The project was originally bid out in November 2023. At the January 17, 2024, board meeting, the bids were rejected due to unexpected asbestos containing materials in the subfloor. Staff was directed to re-bid the project with the new information and a modified scope.

Staff foresees a very long lead time in scheduling. We have been told contractors are already booked out through next summer. The bid was sent out far in advance so that work can be done in August-September of 2024.

Plans and revised specifications were prepared by staff. Bids were solicited on January 22. Bids were opened on February 2. The results are as follows:

Contractor	Base Bid
HDI Enterprises	\$144,463.50
Prostar Surfaces	\$192,600.00

Staff checked references and they were found to be favorable.

PREVIOUS COMMITTEE/BOARD ACTION:

The bid discussion was tabled at the December 20, 2023, meeting. At the January 17, 2024, board meeting, the commissioners moved to reject the existing bid and directed staff to rebid the project.

REVENUE OR FUNDING IMPLICATIONS:

Kale Gym Floor Replacement was placed in the 2024 Budget #40-000-187-57-5706-0000 for \$200,000.

STAKEHOLDER PROCESS:

The Athletic Department was consulted regarding scheduling work and adding pickleball court striping to the Kale Gym.

LEGAL REVIEW:

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

Staff consulted with our attorney and discussed various options on how to proceed with rebidding the project.

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the base bid from HDI Enterprises for the Central Athletic Complex Kale Gym Wood Floor Replacement in the amount of \$144,463.50. Additionally, staff requests a \$14,446 contingency to perform additional floor repairs as necessary.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Central Athletic Complex - Sports Field Lighting Field #31

DATE: February 7, 2024



SUMMARY:

The park district originally installed sports lighting on two of the three CAC athletic infields in 2015 as part of the redevelopment of the property. At the time, Field #31 was not lighted because the light spill at the adjacent property line exceeded city ordinance requirements. Current LED technology will allow us to light Field #31 in a way that meets the city code. A special use public hearing was conducted by the City of Wheaton, September 11, 2023, as part of the permitting process.

Staff worked with Berg Engineering and Musco Sports Lighting to prepare plans and specifications needed to bid the project for the installation of lights on Field 31 at the Central Athletic Complex. Alternate 1 was included to replace the conduit under the paver pad in the event that the existing conduit is no longer viable.

Bids were solicited on January 11, 2024 and were opened on February 1, 2024. The results are as follows:

<i>Contractor</i>	<i>Base Bid Total</i>	<i>Alternate 1</i>
Utility Dynamics Corp.	\$71,100	\$4,400
Barton Electric	\$76,000	\$24,000
Richmond Electric	\$97,700	\$13,300
Excel Electric	\$98,500	\$23,000

The low bidder Utility Dynamics Corp. has a good understanding of the project, has completed numerous projects of a similar nature and references checked were very positive.

PREVIOUS COMMITTEE/BOARD ACTION:

- Construction of the existing sports lighting system at CAC was approved in 2015.
- Lighting of Field 31 was previously reviewed at the April 12, 2023 Subcommittee Meeting.

REVENUE OR FUNDING IMPLICATIONS:

\$70,000 (40-800-812-57-5701-0000) is budgeted for CAC sports field lighting for the 2024 fiscal year.

STAKEHOLDER PROCESS:

Staff and the Baseball-Softball board recommend installing lights on Field 31 to increase game slot availability.

LEGAL REVIEW:

Contract documents were provided by our legal counsel.

ATTACHMENTS:

Musco lighting plan

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve a contract with Utility Dynamics Corp. for the Central Athletic Complex Sports Lighting in the amount of \$71,100. Additionally, staff requests a 10% contingency for a total of \$7,100.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Central Athletic Complex Transformer Replacement

DATE: February 7, 2024



SUMMARY:

The existing transformer at the Central Athletic Complex is unable to provide the proper level of electricity for the existing sports field lighting and additional demands such as special events. With the addition of sports field lighting for field 31, the transformer will need to be replaced and upgraded.

Bids for provision and installation of a new transformer were solicited on January 11, 2024 and were opened on February 1, 2024. The results are as follows:

<i>Contractor</i>	<i>Base Bid Total</i>
Excel Electric	\$41,900
Richmond Electric	\$47,700
Utility Dynamics Corp.	\$54,100
Construction Inc.	\$128,000

Staff checked references and they were found to be favorable.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

While this specific need was not anticipated during budgeting, \$80,000 (40-800-812-57-5701-0000) is budgeted for upgrading the pickleball court lights for the 2024 fiscal year. We are currently looking at some less costly options or can defer this work if necessary and utilize those funds for replacement of the transformer.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

Our legal counsel provided the front-end bid and contract documents.

ATTACHMENTS:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve a contract with Excel Electric for the Central Athletic Complex Transformer in the amount of \$41,900. Additionally, staff requests a 10% contingency for a total of \$4,190.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Rice Pool Locker Room Access Improvements Project

DATE: February 7, 2024



SUMMARY:

Staff worked with Nevin Hedlund Architects to design improvements for the Rice Pool locker room facilities aimed at providing better access and comfort of our patrons. These include adding check in windows allowing people to bypass the locker rooms and relocating the first aid area to a new room on the other side of the concession area.

Bid plans and specifications for construction were sent out to the bidders on January 9, 2024. Bids were opened on January 30, 2024, and the results are as follows:

Contractor	Base Bid
Construction Inc.	\$329,000
Red Feather Group	\$370,500

References for were checked.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

Account	Description	Budget
40-800-846-57-5701-0000	Rice Pool Locker Room Accessibility Improvements	\$125,000
40-000-000-12-1224-0000	ADA Improvement (18%)	\$22,500

STAKEHOLDER PROCESS:

This project has been discussed with the athletics and pool staff.

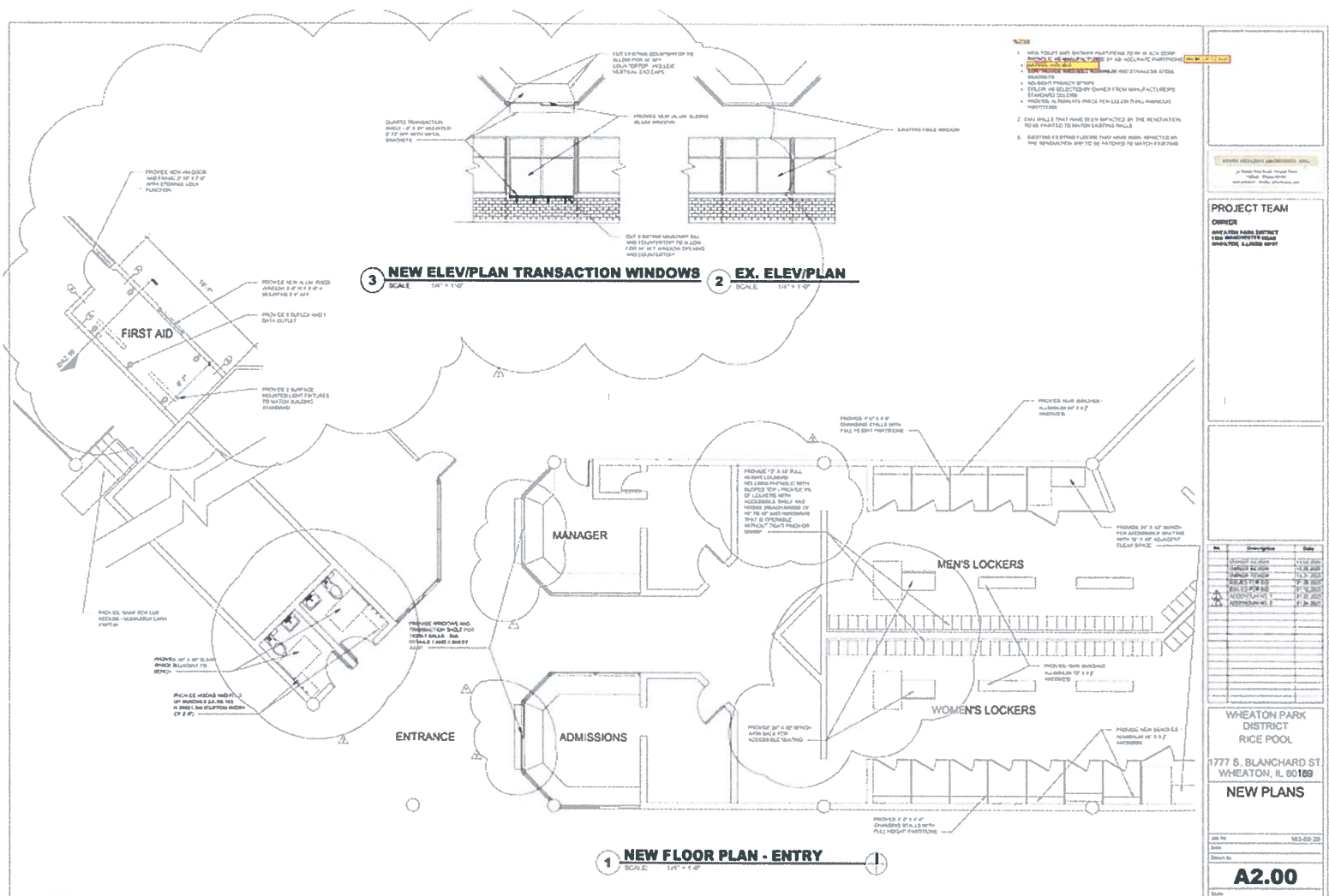
LEGAL REVIEW:

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

N/A

1. Accept bid and negotiate scope reduction with contractor.
2. Reject bid and revise scope with construction beginning after 2024 season.

It is recommended that the Wheaton Park District Board of Commissioners approve the base bid from Construction Inc. for the Rice Pool Locker Room Access Improvements Project in the amount of \$329,000. Additionally, staff requests a 10% contingency for a total of \$32,900.



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Northside Pool Locker Room Access Improvements Project

DATE: February 7, 2024



SUMMARY:

Staff worked with Nevin Hedlund Architects to design access improvements for the Northside Park Pool locker room facilities aimed at providing better access and comfort of our patrons. These include direct access from the check in desk to the pool and individual restroom/changing rooms.

Bid plans and specifications for construction were sent out to the bidders on January 9, 2024. Bids were opened on January 30, 2024, and the results are as follows:

Contractor	Base Bid
Red Feather Group	\$247,700
MC Building Inc.	\$344,921
Construction Inc.	\$387,000

Red Feather Group has successfully completed a number of projects for the park district.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

Account	Description	Budget
40-800-826-57-5701-0000	Northside Pool Locker Room Accessibility Improvements	\$100,000
40-000-000-12-1224-0000	ADA Improvement (18%)	\$18,000

STAKEHOLDER PROCESS:

This project has been discussed with the athletics and pool 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:

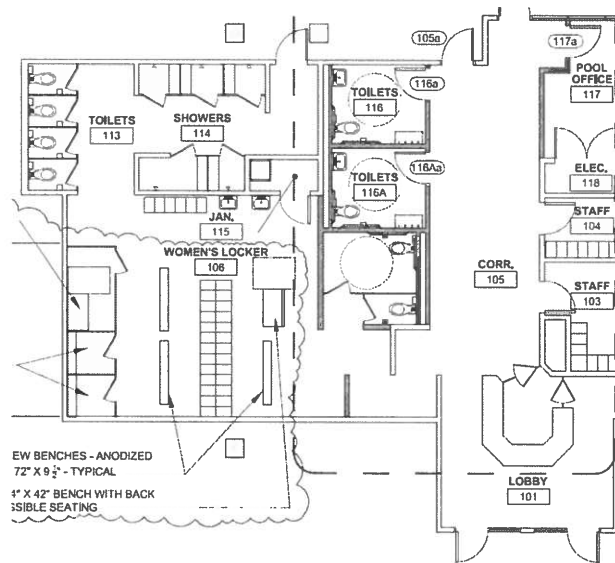
N/A

ALTERNATIVES:

1. Accept bid and negotiate scope reduction with contractor.
2. Reject bid and revise scope with construction beginning after 2024 season.

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the base bid from Red Feather Group for the Northside Pool Locker Room Access Improvements Project in the amount of \$247,700. Additionally, staff requests a 10% contingency for a total of \$24,770.



Plan included in bid.