



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wednesday June 7, 2023, 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187**

Public Notice Date June 5, 2023

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 June 7, 2023, 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 June 7, 2023, 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

June 7, 2023, 5:00 pm

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

DISCUSSION ITEMS

Finance and Administration

1. **2022 Annual Comprehensive Financial Report for the Wheaton Park District** – Presentation by Seldon Fox Ltd
 - a. Annual Financial Report Fund Bottom Line Comparison 2009-2022
2. **Investment of Wheaton Park District Funds** – Presentations by Wheaton Bank & Trust and PMA
3. **Wheaton Park District Board of Commissioners General Practices & Policies** – Review of Proposed Amendments
4. **Wheaton Park District Advertising and Sponsorship Policies** – Review of Proposed Amendments

Buildings and Grounds

1. **Community Center Interior Renovation Project Phase II** – Design Presentation by Williams Architects and Direct Fitness Solutions
2. **Community Center Parking Lot Renovation Project** – Review of Bid Results and Recommendation
3. **Hoffman Park Playground Safety Surface Replacement Project** – Review of Bid Results and Recommendation
4. **Cosley Zoo Visitor Center Deck Replacement Project** – Review of Bid Results and Recommendation
5. **Rathje Park Preschool Roof Replacement Project** – Review of Bid Results and Recommendation

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Wheaton Park District

6. **Atten Park / Springbrook Creek Shoreline Stabilization Project** – Review of Grant Application Proposal for IEPA 319 Program
7. **Special Event / Rental Alcohol Sales** – Review of Proposal for Special Event and Rental Related Alcohol Sales in Memorial Park and Central Athletic Complex

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)

ADJOURN

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

Annual Financial Report Comparison, Internal

General Fund	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues	\$2,561,994	\$3,494,916	\$3,818,894	\$3,741,313	\$4,031,549	\$4,236,123	\$4,355,574	\$4,521,247	\$4,506,269	\$4,727,298	\$5,000,667	\$4,648,964	\$5,334,869	\$5,722,946
Operating Expenditures	(\$2,846,902)	(\$2,900,133)	(\$3,093,129)	(\$3,241,662)	(\$3,264,868)	(\$3,294,345)	(\$3,359,670)	(\$3,555,480)	(\$3,706,562)	(\$3,720,606)	(\$3,851,743)	(\$3,181,692)	(\$3,572,437)	(\$4,036,779)
Capital Expenditures	(\$4,298)	(\$143,685)	(\$143,139)	(\$248,572)	(\$138,588)	(\$109,855)	(\$156,341)	(\$189,252)	(\$224,004)	(\$431,842)	(\$314,484)	(\$95,993)	(\$83,879)	(\$49,232)
Revenues Over (Under)														
Expenditures	(\$289,206)	\$451,098	\$582,626	\$251,079	\$628,093	\$831,922	\$839,563	\$776,515	\$575,703	\$574,850	\$834,439	\$1,371,279	\$1,678,554	\$1,636,935
Gain (Loss) on Disposal of capital assets	\$0	\$22,500	\$8,500	\$43,575	\$9,000	\$16,297	\$38,144	\$90,003	\$54,011	\$37,128	\$82,301	\$80,846	\$0	\$14,841
Transfers In	\$731,000	\$10,000	\$10,000	\$17,226	\$10,000	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers Out	\$0	\$0	\$0	(\$899,420)	(\$200,796)	(\$500,000)	(\$500,000)	(\$601,391)	(\$1,376,843)	(\$1,112,666)	\$0	\$0	\$0	(\$2,012,500)
General Fund	\$441,794	\$483,598	\$601,126	(\$587,540)	\$446,297	\$358,219	\$387,707	\$366,518	\$28,323	(\$764,865)	(\$195,925)	\$1,452,125	\$1,678,554	(\$360,724)

Recreation Fund	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues	\$8,006,977	\$8,423,390	\$8,612,022	\$8,528,600	\$8,761,084	\$8,752,674	\$9,124,420	\$9,392,432	\$9,484,041	\$9,561,703	\$9,804,648	\$6,001,026	\$8,810,724	\$10,602,499
Operating Expenditures	(\$7,317,209)	(\$6,861,534)	(\$7,028,164)	(\$7,247,647)	(\$7,248,679)	(\$7,225,123)	(\$7,554,006)	(\$8,159,705)	(\$8,407,494)	(\$8,507,842)	(\$8,508,223)	(\$5,135,229)	(\$6,754,764)	(\$8,034,666)
Capital Expenditures	(\$26,023)	(\$37,449)	(\$48,524)	(\$83,244)	(\$207,551)	(\$16,454)	\$0	\$0	(\$3,612)	(\$2,983)	(\$47,492)	(\$27,177)	(\$13,825)	(\$21,728)
Revenues Over (Under)														
Expenditures	\$663,746	\$1,524,406	\$1,535,334	\$1,197,710	\$1,304,854	\$1,511,097	\$1,570,414	\$1,232,727	\$1,072,935	\$1,050,878	\$1,248,933	\$838,620	\$2,042,136	\$2,546,105
Gain (Loss) on Disposal of capital assets	\$0	\$0	\$0	\$7,050	\$2,000	\$1,989	\$4,701	\$0	\$122	\$637	\$0	\$13,395	\$0	\$146
Transfers Out	(\$731,000)	(\$10,000)	(\$10,000)	(\$2,007,113)	(\$510,000)	(\$2,010,000)	(\$2,010,000)	(\$2,000,000)	(\$1,782,883)	(\$73,157)	(\$281,648)	\$0	\$0	(\$2,275,000)
Recreation Fund	(\$67,254)	\$1,514,406	\$1,525,334	(\$802,353)	\$796,854	(\$496,915)	(\$434,885)	(\$767,273)	(\$709,826)	\$978,358	\$967,285	\$852,015	\$2,042,136	\$271,251

Cosley Zoo Fund	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues	\$1,041,167	\$1,080,977	\$1,113,067	\$1,129,438	\$1,188,834	\$1,254,715	\$1,314,517	\$1,350,828	\$1,582,291	\$1,504,613	\$1,651,477	\$1,456,972	\$1,848,798	\$1,689,127
Operating Expenditures	(\$1,152,173)	(\$1,156,498)	(\$1,163,285)	(\$1,106,603)	(\$1,140,698)	(\$1,137,317)	(\$1,204,402)	(\$1,211,849)	(\$1,313,265)	(\$1,347,845)	(\$1,417,471)	(\$1,279,900)	(\$1,432,712)	(\$1,518,278)
Capital Expenditures	(\$3,354)	(\$13,033)	(\$6,788)	(\$1,562)	(\$477)	(\$1,092)	\$0	\$0	(\$1,032)	(\$868)	(\$1,190)	(\$6,708)	(\$3,428)	(\$1,780)
Revenues Over (Under)														
Expenditures	(\$114,360)	(\$88,555)	(\$57,006)	\$21,273	\$47,659	\$116,306	\$110,115	\$138,979	\$267,994	\$155,899	\$232,816	\$170,364	\$412,658	\$169,069
Gain (Loss) on Disposal of capital assets	\$0	\$0	\$0	\$0	\$0	\$12,523	\$0	\$0	\$0	\$0	\$0	\$13,066	\$509	\$0
Transfers In	\$0	\$0	\$0	\$0	\$200,796	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$131,160)	\$0	\$0	(\$200,000)
Cosley Zoo Fund	(\$114,360)	(\$88,555)	(\$57,006)	\$21,273	\$248,455	\$128,829	\$110,115	\$138,979	\$267,994	\$155,899	\$101,656	\$183,430	\$413,167	(\$30,931)

Debt Service Fund	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues	\$3,166,292	\$3,394,504	\$3,519,111	\$3,692,176	\$4,324,757	\$4,364,334	\$5,117,728	\$4,441,696	\$4,496,640	\$4,547,001	\$5,232,655	\$4,266,175	\$4,321,149	\$4,172,391
Operating Expenditures	(\$3,193,830)	(\$3,937,753)	(\$4,101,473)	(\$4,217,816)	(\$4,859,689)	(\$4,942,590)	(\$5,115,313)	(\$5,029,256)	(\$3,382,050)	(\$3,432,858)	(\$3,250,926)	(\$3,099,007)	(\$3,087,225)	(\$2,875,532)
Capital Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	(\$15,101,872)	\$0	\$0	\$0	(\$6,166,810)	\$0	\$0	\$0
Revenues Over (Under)														
Expenditures	(\$27,537)	(\$543,249)	(\$582,362)	(\$525,640)	(\$534,933)	(\$578,256)	(\$15,099,457)	(\$587,560)	\$1,114,590	\$1,114,143	(\$4,185,082)	\$1,167,167	\$1,233,924	\$1,296,859
Transfers In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,304	\$117,325	\$108,950	\$100,200
Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$1,070,038)	(\$1,225,311)	(\$1,401,081)	(\$1,347,757)	(\$1,376,938)	(\$1,439,759)
Bond Proceeds	\$511,685	\$568,821	\$580,867	\$573,583	\$586,087	\$585,818	\$15,148,445	\$587,401	\$0	\$0	\$5,335,000	\$0	\$0	\$0
Debt Service Fund	\$484,148	\$25,572	(\$1,495)	\$47,943	\$51,154	\$7,562	\$48,988	(\$159)	\$44,552	(\$111,168)	(\$128,859)	(\$63,265)	(\$34,064)	(\$42,700)

Capital Projects Fund	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues	\$377,589	\$1,646,616	\$314,929	\$4,614,429	\$661,535	\$674,747	\$439,366	\$529,800	\$843,056	\$675,750	\$2,321,349	\$753,363	\$358,377	\$600,244
Operating Expenditures	(\$534,239)	(\$550,631)	(\$603,271)	(\$546,208)	(\$355,365)	(\$449,317)	(\$442,671)	(\$633,250)	(\$984,247)	(\$721,325)	(\$657,831)	(\$612,177)	(\$462,928)	(\$605,366)
Capital Expenditures	(\$854,427)	(\$3,182,151)	(\$2,247,241)	(\$10,567,374)	(\$3,907,582)	(\$2,403,822)	(\$1,385,747)	(\$2,401,898)	(\$3,967,039)	(\$2,242,288)	(\$4,935,288)	(\$3,281,371)	(\$1,008,489)	(\$2,185,236)
Revenues Over (Under)														
Expenditures	(\$1,011,077)	(\$2,086,167)	(\$2,535,583)	(\$6,499,154)	(\$3,601,412)	(\$2,178,392)	(\$1,389,053)	(\$2,505,349)	(\$4,108,231)	(\$2,287,862)	(\$3,271,769)	(\$3,140,185)	(\$1,113,039)	(\$2,190,358)
Gain (Loss) on Disposal of capital assets	\$6,800	\$6,580	\$0	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers In	\$0	\$0	\$0	\$2,892,920	\$500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$3,454,312	\$2,675,311	\$2,926,555	\$1,347,757	\$1,376,938	\$5,977,259
Transfers Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$122,304)	(\$117,325)	(\$108,950)	(\$100,200)
Bond Proceeds	\$711,505	\$9,612,568	\$737,038	\$807,112	\$829,913	\$861,327	\$1,017,285	\$1,028,414	\$0	\$0	\$0	\$0	\$0	\$0

Annual Financial Report Comparison, Internal

Capital Projects Fund	(\$292,772)	\$7,532,982	(\$1,798,545)	(\$2,799,122)	(\$2,269,249)	\$1,182,935	\$2,128,232	\$1,023,065	(\$653,919)	\$387,448	(\$467,518)	(\$1,909,753)	\$154,949	\$3,686,701
Non-Major Governmental Funds	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues	\$3,287,589	\$2,365,499	\$2,468,878	\$2,893,688	\$2,858,251	\$2,763,079	\$2,699,193	\$2,677,250	\$2,763,957	\$2,854,326	\$2,626,814	\$3,065,437	\$2,425,381	\$2,598,747
Operating Expenditures	(\$1,768,509)	(\$1,862,169)	(\$1,899,437)	(\$1,878,376)	(\$1,891,919)	(\$1,883,199)	(\$1,830,332)	(\$1,870,893)	(\$1,928,513)	(\$1,961,810)	(\$1,858,532)	(\$1,793,353)	(\$1,723,712)	(\$1,652,303)
Capital Expenditures	(\$1,685,635)	(\$868,063)	(\$863,723)	(\$873,628)	(\$873,628)	(\$805,138)	(\$807,495)	(\$807,416)	(\$811,495)	(\$811,145)	(\$825,831)	(\$825,831)	(\$825,831)	(\$818,663)
Non-Major Governmental Funds	(\$166,554)	(\$364,733)	(\$294,282)	\$141,684	\$92,704	\$74,742	\$61,366	(\$1,059)	\$23,949	\$81,371	(\$57,549)	\$446,252	(\$124,162)	\$127,781
Arrowhead Golf Club Fund ⁽¹⁾	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Operating Revenues	\$6,444,616	\$6,712,053	\$6,927,471	\$7,193,722	\$7,365,721	\$7,809,372	\$7,633,329	\$7,681,257	\$7,629,037	\$7,268,464	\$6,983,458	\$4,710,056	\$7,618,938	\$8,549,850
Operating Expenses	(\$5,755,364)	(\$5,758,502)	(\$6,049,780)	(\$6,188,866)	(\$6,367,193)	(\$6,623,940)	(\$6,940,421)	(\$7,010,632)	(\$7,141,745)	(\$7,024,684)	(\$6,834,446)	(\$4,870,270)	(\$5,882,720)	(\$7,276,632)
Operating Income (Loss)	\$689,252	\$953,551	\$877,691	\$1,004,856	\$998,528	\$1,185,432	\$692,907	\$670,624	\$487,292	\$243,780	\$149,012	(\$160,215)	\$1,736,218	\$1,273,217
Capital and Other Equipment Purchases ⁽²⁾	(\$7,626)	(\$731,388)	(\$438,700)	(\$438,097)	(\$61,533)	(\$615,316)	(\$273,880)	(\$535,032)	(\$735,305)	(\$582,934)	(\$433,315)	(\$372,759)	(\$108,278)	(\$514,873)
Property Taxes	\$909,920	\$1,225,020	\$1,380,924	\$1,065,574	\$1,294,664	\$1,480,469	\$1,524,467	\$1,571,923	\$1,529,931	\$1,744,172	\$1,774,137	\$1,715,740	\$1,325,929	\$0
Interest Expense	(\$748,823)	(\$743,283)	(\$724,756)	(\$697,731)	(\$660,675)	(\$637,890)	(\$671,107)	(\$298,649)	(\$261,731)	(\$222,611)	(\$183,392)	(\$136,568)	(\$88,344)	(\$38,619)
Amortization of Debt Items	(\$279,376)	(\$279,376)	(\$279,376)	(\$397,842)	(\$266,213)	(\$266,213)	(\$376,474)	(\$165,416)	(\$165,416)	(\$165,416)	(\$165,416)	(\$165,416)	(\$165,416)	(\$165,416)
Investment Income (Loss)	\$447	\$2,140	\$2,182	\$5,465	\$8,647	(\$28,775)	\$4,273	\$23,522	\$37,749	\$63,088	\$92,932	\$27,538	\$4,528	\$54,904
Gain (Loss) on Disposal of capital assets	\$0	(\$27,146)	\$0	\$0	\$0	(\$35,323)	(\$15,761)	\$4,089	(\$649)	(\$24,043)	\$10,149	\$6,792	(\$8,218)	(\$1,433)
Transfers Out	\$0	\$0	\$0	(\$3,613)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$50,000)
Arrowhead Golf Club Fund ⁽¹⁾	\$563,794	\$399,519	\$817,966	\$538,612	\$1,313,417	\$1,082,383	\$884,425	\$1,271,061	\$891,871	\$1,056,036	\$1,244,108	\$915,113	\$2,696,419	\$557,780

(1) Depreciation expenses have been excluded as Capital Expenses have been included instead.

(\$537,825)	(\$556,695)	(\$565,348)	(\$578,358)	(\$590,305)	(\$599,880)	(\$584,027)	(\$575,551)	(\$601,516)	(\$601,801)	(\$601,801)	(\$609,436)	(\$567,390)	(\$575,787)
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(2) This line represents Capital Expenses for every year except 2017. In 2017 there are also \$387,170 of other equipment purchases. That \$387,170 consists of 100 Golf Cars \$343,090; \$20,780 for golf skate caddy units; and Banquet chairs \$23,300.

TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: Investment Review and Investment Advisor Presentations

DATE: June 7, 2023



SUMMARY:

Per the Board's direction, we have asked Wintrust and PMA to present an update of investment strategy recommendations that comply with the established investment policy of the District and to also provide recommendations for any needed strategy changes based on the current economic environment and the outlook for interest rates.

PREVIOUS COMMITTEE/BOARD ACTION:

At the July 2022 subcommittee meeting, the Board agreed to resume the District's investment strategy after a pause due to the uncertainty surrounding the Covid pandemic, inflationary concerns, and low interest rates. As economic conditions and interest rates improved, the Board agreed with our recommendation to begin investing funds that were not earmarked for operations and to provide additional investment income to the District due to rising interest rates.

REVENUE OR FUNDING IMPLICATIONS:

Continue to provide additional investment income to the District while meeting our cash flow needs. We currently utilize a CD and Treasury ladder investment approach while keeping liquid assets in collateralized money market funds at Wheaton Bank and Trust.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

The current version of the District's investment policy, most current investment statements and cash flow analysis.

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff has arranged for representatives from Wintrust and PMA to come to the June 7th meeting. Wintrust will present at 5:15 PM and PMA at 5:30 PM.

Resources Available 6/1/2023

WB&T/Wintrust

WB&T-Concentration Acct	\$396,095.83
WB&T-MaxSafe MMF (5.095%)	\$6,622,714.76
12 month CD dtd 6.28.23 (2.5%)	\$1,500,000.00
18 month CD dtd 12.28.23 (2.88%)	\$1,500,000.00
24 month CD dtd 6.28.24 (2.95%)	\$1,500,000.00
30 month CD dtd 12.28.24 (2.95%)	\$1,500,000.00
36 month CD dtd 6.28.25 (3.00%)	\$1,500,000.00
	<u>\$14,518,810.59</u>

PMA

PMA SDA - (2.800%)	\$28,621.98
WI Treasury Security dtd 8.10.23 #912796XY0 (3.158%)	\$4,199,707.04
US Treasury N/B dtd 2.15.24 #91282CBM2 (3.100%)	\$4,196,981.25
US Treasury N/B dtd 8.15.24 #91282CCT6 (3.120%)	\$4,191,296.84
BMO Harris Bank, NA, IL CD dtd 2.18.25 #295479-1 (4.667%)	\$4,044,563.14
	<u>\$16,661,170.25</u>

AP & PR needs *(estimated based on historical average)*

June	\$2,940,000.00
July	\$3,255,000.00
August	\$3,045,000.00
September	\$2,730,000.00
October	\$2,415,000.00
November	\$2,205,000.00
December	\$2,625,000.00

Debt Needs

June	\$126,050.00
October	\$1,987,381.33
December	\$1,076,050.00

SRA payment

250,000.00
<u>\$22,654,481.33</u>

**Money market and CD investments over the \$250,000 FDIC insured amounts are fully collateralized*

2022 Tax Levy (rec'd in 2023)

\$15,367,676.00

\$1,518,288.53 was received 5/26/2023
and is included in the MaxSafe Balance

WHEATON BANK & TRUST COMPANY, N.A.

A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

11227 TWS291WB123122082001 01 000000000 2 002



WHEATON PARK DISTRICT
855 W PRAIRIE
WHEATON IL 60187-3075

Last Statement:
Statement Ending:
Page:

December 31, 2022
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Customer Service



Customer Support:
630-690-1800



Branch Hours of Operation:
Mon-Fri 8:30 am - 5:00 pm
Saturday 9:00 am - 1:00 pm

Customer Contact Center Hours:
Mon - Fri 7:00 am - 8:00 pm
Saturday 7:00 am - 5:00 pm



Access Your Account Online:
www.wheatonbank.com

CERTIFICATE OF DEPOSIT

Account Number:

XXXXXX7113

Balance Summary

Beginning Balance as of 06/28/22	\$0.00
+ Deposits and Credits (1)	\$1,500,000.00
+ Interest Credits (0)	\$0.00
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 12/31/22	\$1,500,000.00
Number of Days in Statement Period	187

Earnings Summary

Number of Days for APY	187
Interest Rate	2.500%
Term	12 Months, renewable

Time Deposit Summary

Deposit Date	Initial Balance	Maturity Date	Current Balance
06/28/22	\$1,500,000.00	06/28/23	\$1,500,000.00

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
Jun 28	Beginning Balance			\$0.00
Jun 28	NEW CERTIFICATE TRANSFER FROM DEPOSIT ACCOUNT 0898302919	\$1,500,000.00		\$1,500,000.00
Dec 31	Ending Balance			\$1,500,000.00

Daily Balances

Date	Balance	Date	Balance
	\$0.00	Jun 28	\$1,500,000.00

WHEATON BANK & TRUST COMPANY, N.A.

A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

12469 TWS291WB123122082001 01 000000000 2 002



WHEATON PARK DISTRICT
855 W PRAIRIE
WHEATON IL 60187-3075

Last Statement:
Statement Ending:
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Customer Service



Customer Support:
630-690-1800



Branch Hours of Operation:
Mon-Fri 8:30 am - 5:00 pm
Saturday 9:00 am - 1:00 pm

Customer Contact Center Hours:
Mon - Fri 7:00 am - 8:00 pm
Saturday 7:00 am - 5:00 pm



Access Your Account Online:
www.wheatonbank.com

CERTIFICATE OF DEPOSIT

Account Number:

XXXXXX2472

Balance Summary

Beginning Balance as of 06/28/22	\$0.00
+ Deposits and Credits (1)	\$1,500,000.00
+ Interest Credits (0)	\$0.00
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 12/31/22	\$1,500,000.00
Number of Days in Statement Period	187

Earnings Summary

Number of Days for APY	187
Interest Rate	2.880%
Term	18 Months, renewable

Time Deposit Summary

Deposit Date	Initial Balance	Maturity Date	Current Balance
06/28/22	\$1,500,000.00	12/28/23	\$1,500,000.00

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
Jun 28	Beginning Balance			\$0.00
Jun 28	NEW CERTIFICATE TRANSFER FROM DEPOSIT ACCOUNT 0898302919	\$1,500,000.00		\$1,500,000.00
Dec 31	Ending Balance			\$1,500,000.00



Daily Balances

Date	Balance	Date	Balance
	\$0.00	Jun 28	\$1,500,000.00

WHEATON BANK & TRUST COMPANY, N.A.

A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

13713 TWS291WB123122082001 01 000000000 2 002



WHEATON PARK DISTRICT
855 W PRAIRIE
WHEATON IL 60187-3075

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Customer Service



Customer Support:
630-690-1800



Branch Hours of Operation:
Mon-Fri 8:30 am - 5:00 pm
Saturday 9:00 am - 1:00 pm

Customer Contact Center Hours:
Mon - Fri 7:00 am - 8:00 pm
Saturday 7:00 am - 5:00 pm



Access Your Account Online:
www.wheatonbank.com

CERTIFICATE OF DEPOSIT

Account Number:

XXXXXX7829

Balance Summary

Beginning Balance as of 06/28/22	\$0.00
+ Deposits and Credits (1)	\$1,500,000.00
+ Interest Credits (0)	\$0.00
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 12/31/22	\$1,500,000.00
Number of Days in Statement Period	187

Earnings Summary

Number of Days for APY	187
Interest Rate	2.950%
Term	24 Months, renewable

Time Deposit Summary

Deposit Date	Initial Balance	Maturity Date	Current Balance
06/28/22	\$1,500,000.00	06/28/24	\$1,500,000.00

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
Jun 28	Beginning Balance			\$0.00
Jun 28	NEW CERTIFICATE TRANSFER FROM DEPOSIT ACCOUNT 0898302919	\$1,500,000.00		\$1,500,000.00
Dec 31	Ending Balance			\$1,500,000.00

Daily Balances

Date	Balance	Date	Balance
	\$0.00	Jun 28	\$1,500,000.00

13713 0041376 0001-0001 00000000000000000000



WHEATON BANK & TRUST COMPANY, N.A.

A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

12373 TWS291WB123122082001 01 000000000 2 002



WHEATON PARK DISTRICT
855 W PRAIRIE
WHEATON IL 60187-3075

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Customer Service



Customer Support:
630-690-1800



Branch Hours of Operation:
Mon-Fri 8:30 am - 5:00 pm
Saturday 9:00 am - 1:00 pm

Customer Contact Center Hours:
Mon - Fri 7:00 am - 8:00 pm
Saturday 7:00 am - 5:00 pm



Access Your Account Online:
www.wheatonbank.com

CERTIFICATE OF DEPOSIT

Account Number:

XXXXXX6115

Balance Summary

Beginning Balance as of 06/28/22	\$0.00
+ Deposits and Credits (1)	\$1,500,000.00
+ Interest Credits (0)	\$0.00
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 12/31/22	\$1,500,000.00
Number of Days in Statement Period	187

Earnings Summary

Number of Days for APY	187
Interest Rate	2.950%
Term	30 Months, renewable

Time Deposit Summary

Deposit Date	Initial Balance	Maturity Date	Current Balance
06/28/22	\$1,500,000.00	12/28/24	\$1,500,000.00

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
Jun 28	Beginning Balance			\$0.00
Jun 28	NEW CERTIFICATE TRANSFER FROM DEPOSIT ACCOUNT 0898302919	\$1,500,000.00		\$1,500,000.00
Dec 31	Ending Balance			\$1,500,000.00

Daily Balances

Date	Balance	Date	Balance
	\$0.00	Jun 28	\$1,500,000.00

12373 0037744 0001-0001 0000000000000000



WHEATON BANK & TRUST COMPANY, N.A.

A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

11709 TWS291WB123122082001 01 000000000 2 002



WHEATON PARK DISTRICT
855 W PRAIRIE
WHEATON IL 60187-3075

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Customer Service



Customer Support:
630-690-1800



Branch Hours of Operation:
Mon-Fri 8:30 am - 5:00 pm
Saturday 9:00 am - 1:00 pm

Customer Contact Center Hours:
Mon - Fri 7:00 am - 8:00 pm
Saturday 7:00 am - 5:00 pm



Access Your Account Online:
www.wheatonbank.com

CERTIFICATE OF DEPOSIT

Account Number:

XXXXXX0258

Balance Summary

Beginning Balance as of 06/28/22	\$0.00
+ Deposits and Credits (1)	\$1,500,000.00
+ Interest Credits (0)	\$0.00
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 12/31/22	\$1,500,000.00
Number of Days in Statement Period	187

Earnings Summary

Number of Days for APY	187
Interest Rate	3.000%
Term	36 Months, renewable

Time Deposit Summary

Deposit Date	Initial Balance	Maturity Date	Current Balance
06/28/22	\$1,500,000.00	06/28/25	\$1,500,000.00

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
Jun 28	Beginning Balance			\$0.00
Jun 28	NEW CERTIFICATE TRANSFER FROM DEPOSIT ACCOUNT 0898302919	\$1,500,000.00		\$1,500,000.00
Dec 31	Ending Balance			\$1,500,000.00

Daily Balances

Date	Balance	Date	Balance
	\$0.00	Jun 28	\$1,500,000.00

11709 0035367 0001-0001 0000000000000000

11709 0035367 0001-0001 0000000000000000



PMA Monthly Statement
Wheaton Park District

(10731-101) General Account

Statement Period
April 1st, 2023 to April 30th, 2023

Wheaton Park District
Sandra Simpson
855 W. Prairie
Wheaton, IL 60187

Your PMA Representative
Tim Matthew
(630) 657-6427
tmatthew@pmanetwork.com



PMA Financial Network
2135 CityGate Lane, 7th Floor
Naperville, IL 60563



PMA Monthly Statement
Wheaton Park District

SDA Transaction Activity (10731-101) General Account

SANTANDER BANK, NA 4/1/2023 - 4/30/2023

Code	Transaction	Holding Id	Settle Date	Description	Deposit	Withdrawals	Interest/Adjustment	Balance
P	275061	SDA-1284879-1	04/30/2023	Interest	\$0.00	\$0.00	\$65.70	\$28,554.09
					\$0.00	\$0.00	\$65.70	

Beginning Balance: \$28,488.39 | Ending Balance: \$28,554.09



PMA Monthly Statement
Wheaton Park District

Fixed Income Investments

Interest 4/1/2023 - 4/30/2023

Type	Holding Id	Trade Date	Description	Interest
SDA	1284879-1	04/30/2023	SANTANDER BANK, NA, MA, Interest	\$65.70
				\$65.70



Current Portfolio

4/30/2023

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV	Face/Par	Market Value
SDA	P	1284879-1	04/30/2023	04/30/2023		SANTANDER BANK, NA, MA	\$28,554.09	2.800%		\$28,554.09	\$28,554.09
SEC	3	55219-1	08/08/2022	08/11/2022	08/10/2023	WI TREASURY SEC., 912796XY0	\$4,199,707.04	3.158%		\$4,333,000.00	\$4,273,451.54
SEC	6	55217-1	08/08/2022	08/09/2022	02/15/2024	US TREASURY N/B, 91282CBM2	\$4,196,981.25	3.100%		\$4,389,000.00	\$4,227,327.06
SEC	6	55220-1	08/08/2022	08/09/2022	08/15/2024	US TREASURY N/B, 91282CCT6	\$4,191,296.84	3.120%		\$4,427,000.00	\$4,195,620.10
CD	4	295479-1	11/30/2022	11/30/2022	02/18/2025	BMO HARRIS BANK, NA, IL	\$4,044,563.14	4.667%		\$4,463,971.82	\$4,044,563.14
							\$16,661,102.36			\$17,641,525.91	\$16,769,515.93

Time and Dollar Weighted Average Portfolio Yield: 3.772%

Weighted Average Portfolio Maturity: 376.92 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
SDA	0.171%	\$28,554.09	SDA Account
SEC	75.553%	\$12,587,985.13	Securities
CD	24.275%	\$4,044,563.14	Certificate of Deposit

Index

Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par is the amount received at maturity for fixed rate investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

Deposit Codes

4	Philadelphia Insurance Coll
P	Pooled Pledged Security

Security Codes

3	BILL
6	Treasury Note

MONTHLY STATEMENT DISCLAIMER

Securities and municipal advisory brokerage services (investments purchased with proceeds from a municipal securities issuance), and investments cleared through our clearing firm, Pershing LLC, are offered through PMA Securities, LLC, a broker-dealer and municipal advisor registered with the SEC and MSRB, and a member of FINRA and SIPC. All other products and brokerage services are generally provided by PMA Financial Network, LLC. Thus, certificates of deposit ("CD"), savings deposit accounts ("SDA") and commercial paper ("CP") may be executed through either PMA entity, as applicable, depending on whether the investment was purchased with proceeds derived from municipal securities. PMA Securities, LLC and PMA Financial Network, LLC are operated under common ownership and are affiliated with PMA Asset Management, LLC.

Fixed Rate Investment Activity

This section shows all the fixed term investments purchased and sold, maturities, interest received, and activity. This will include all CD, SDA, CP, securities and money market funds purchased through PMA Financial Network, LLC or PMA Securities, LLC as applicable. It also shows the approximate market value of each security whose price is obtained from an independent source believed to be reliable. However, PMA cannot guarantee their accuracy. This data is provided for informational purposes only. Listed values should not be interpreted as an offer to buy or sell at a specific price. CDs and CP are listed at their original cost. Redemption of a CD prior to maturity may result in early withdrawal penalties. Market values are based on the last day of the month for which this report date range is ending. If the run date of this report is prior to the end of the current month, the market values are listed as equivalent to the cost values.

Money Market Fund

The Rate shown for the money market fund represents the average net interest rate over the previous month which is then annualized. Information regarding the money market funds investment objectives, risks, charges, and expenses can be found in the money market funds prospectus, which can be obtained by calling PMA at the phone numbers listed.

Additional Disclosures

All funds, and/or securities are located and safe kept in an account under the client's name at their custodial bank. Any certificates of deposit listed are located in the client's name at the respective bank. Any money market fund shares are held directly with the money market fund. It is recommended that any oral communications be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Debt Securities

Some debt securities are subject to redemption prior to maturity. In the event of a partial or whole call of a security, the securities call will be automatically selected on a random basis as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the total holdings. Redemption prior to maturity could affect the yield represented. Additional information is available upon request.

A financial statement of PMA Securities, LLC is available for inspection at its office, or a copy will be mailed to you upon written request.

PLEASE ADVISE PMA AND OUR CLEARING FIRM, PERSHING LLC, IMMEDIATELY OF ANY INACCURACY OR DISCRPANCY ON YOUR STATEMENT. FOR A CHANGE OF ADDRESS OR QUESTIONS REGARDING YOUR ACCOUNT, PLEASE NOTIFY YOUR PMA REPRESENTATIVE. ANY ORAL COMMUNICATIONS SHOULD BE RE-CONFIRMED IN WRITING.

How to Contact PMA

Please call (630) 657-6400 or write to us at PMA, 2135 City Gate Lane, 7th Floor, Naperville, Illinois 60563.

How to Contact Pershing, LLC

Please call (201) 413-3330 or write to Pershing, LLC, One Pershing Plaza, Jersey City, New Jersey, 07399

In accordance with FINRA Rule 2267, PMA Securities, LW is providing the following information in the event you wish to contact FINRA. You may call (301) 590-6500 or write to FINRA at 1735 K Street NW, Washington. D.C. 20006-1500. In addition to the public disclosure number (800) 289-9999. FINRA provides an investor brochure which describes their Public Disclosure Program. Additional information is also available at www.finra.org.

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A. Scope of Investment Policy

This investment policy applies to the investment activities of all funds of the Wheaton Park District (the “District” or the “Park District”). All financial assets shall be administered in accordance with the provisions of this policy.

B. Responsibility for the Investment Program

The establishment of investment policies is the responsibility of the Board. Management and administrative responsibility for the investment program is hereby delegated to the Executive Director and the Finance Director/Treasurer of the District. These two are the **investment officials** of the District. No person, unless authorized by the Executive Director and the Finance Director/Treasurer, shall make investment transactions on behalf of the Park District.

The Executive Director and the Finance Director/Treasurer shall be responsible for: 1) all investment transactions undertaken; 2) establishing a system of internal controls and written procedures consistent with this policy (see Section G.2) to regulate the activities in the portfolio; and 3) amending the internal controls and the written procedures from time to time as approved by the Executive Director in a manner not inconsistent with this policy or with State law.

C. Objectives of Investment Policy

The purpose of this policy is to establish investment guidelines for Park District officials who are responsible for the safekeeping of public funds. The Park District’s funds must be invested in compliance with the requirements of the Public Funds Investment Act (30 ILCS 235/0.05 *et seq.*).

1. Generally

The District’s investment portfolio shall be managed in a manner to avoid any transaction that might impair public confidence in the District. Investments shall be made with judgment and care, not for speculation but for investment, considering the probable safety of the principal first and the probable income to be derived second. Consistent with the Illinois Sustainable Investing Act (30 ILCS 238/), material, relevant and decision-useful sustainability factors will be regularly considered by the District,

within the bounds of financial and fiduciary prudence, in evaluating investment decisions.

2. Risk Management

Safety of principle is the foremost objective of the Investment Policy of the Park District. Each transaction shall first ensure that principal losses, whether through defaults or erosion of value via fluctuations in market prices, are avoided. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The Park District will minimize credit risk, or the risk of loss due to the failure of the security issuer or backer, by diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. Interest Rate Risk

The Park District will minimize the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates by:

- i. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
- ii. Investing funds primarily in shorter-term securities, money-market mutual funds, or similar investment pools.

3. Liquidity

The District's investment portfolio shall remain sufficiently liquid to enable the District to meet present and anticipated cash flow requirements. This is accomplished by structuring the portfolio so that investment maturities meet the District's cash flow needs.

4. Return on Investment

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- a. A security with declining credit may be sold early to minimize loss of principal.
- b. A security swap that would improve the quality, yield, or target duration in the portfolio, may be executed, subject to restrictions applicable by law or contract.
- c. Liquidity needs of the portfolio require that the security be sold; provided the Finance Director shall report to the Executive Director prior to and immediately following said sale.

D. Standard of Care

1. Prudent Person Standard

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officials shall at all times exercise due diligence and shall act in accordance with this Investment Policy and all applicable legal procedures. Investment officials shall promptly report any material change in an individual security credit risk or market price change. All sales of security shall be executed in accordance with the terms of this policy. The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment,

considering first the probable safety of their capital and second the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that have the potential to conflict with the proper execution and management of the investment program, or that have the potential to impair their ability to make impartial decisions.

Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Park District. All officers and employees involved in the investment process shall maintain strict compliance with the Park District's Ethics Ordinance (Ordinance No. 2009-2).

E. Investment Selection

While striving to achieve the objectives of this investment policy and in accordance with Section 2 of the Public Funds Investment Act (30 ILCS 235/2)), the Park District has approved the following for investment of public funds (for purposes of this policy, the term "public funds" shall mean current operating funds, special funds, interest and sinking funds and funds of any kind or character belonging to or in the custody of the Park District, provided that funds accruing from any sale of the Park District's bonds, notes, warrants or other securities may be further restricted):

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.

2. Bonds, notes debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities. The term “agencies of the United States of America” includes: (i) the federal land banks, federal intermediate credit banks, Fannie Mae, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress.
3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
4. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in 1 or 2 of this section of this policy.
5. Interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the Park District or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
6. Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. The Park District may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by

the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the District's Board of Park Commissioners (the "Board") , the public funds so invested will be required for expenditure by the Park District. The expressed judgment of the Board as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. The District may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

7. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The Park District may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.
8. Purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the Park District, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

All investments must be denominated in U.S. dollars.

F. Collateral

The Park District shall require that funds on deposit or placed in investments in excess of insured limits be secured by a form of collateral in accordance with applicable law. The District will accept any of the following assets as collateral:

1. U.S. Government Securities
2. Obligations of Federal Agencies
3. Obligations of the State of Illinois
4. General Obligation municipal bonds rated "A" or better issued by a

governing body in the State of Illinois

The amount of collateral provided shall not be less than 110 percent of the fair market value of the net amount of District funds on deposit at each financial institution.

Pledged collateral shall be held by the Wheaton Park District, the Federal Reserve or kept in a safekeeping account by a third party and evidenced by a safekeeping agreement and receipt.

G. Safekeeping and Custody

1. Qualifying Financial Institutions

a. Institution Security

With respect to bank accounts maintained at financial institutions, it shall be the policy that the Park District will not maintain funds on deposit in any financial institution that is not a member of the F.D.I.C.

All institutions in which the District makes investments must be designated as approved depositories by the District's Board of Park Commissioners.

b. Location

The Wheaton Park District will maintain operating and investment accounts in financial institutions within the Wheaton Park District whenever possible.

c. Statement of Condition

All depository institutions shall provide a current statement of condition in compliance with Section 6 of the Public Funds Investment Act.

d. SAS Report

The institution serving as the District's primary banking institution as well as any safekeeping institution(s) providing safekeeping services as explained in Section F above, shall annually provide a copy of their most recent report on internal controls – Service Organization Control Reports (formerly 70, or SAS70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011).

If, for any reason the information furnished is considered by the Finance Director/Treasurer to be insufficient, additional data may be requested. The refusal of any institution to provide such data upon request may serve as sufficient cause for the withdrawal of Park District funds.

2. Internal Controls

The investment officials are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- a. Best efforts will be made to separate responsibilities of transaction authority from accounting and recordkeeping;

- b. Custodial safekeeping;
- c. Avoidance of physical-delivery securities;
- d. Clear delegation of authority to subordinate staff members;
- e. Purchase or sale of all certificates of deposit or treasuries must be authorized by any two of the following employees, Executive Director, Finance Director, Assistant Finance Director or Revenue Manager;
- f. Written confirmation of telephone transactions for investments and wire transfers;
- g. Development of a wire transfer agreement with the lead bank or third party custodian.

Compliance should be assured through the Park District's annual independent audit.

3. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

H. Investment Parameters

Maturity

The maximum maturity of individual securities will be 4 years from the settlement date. The maximum weighted average maturity of the portfolio will not exceed 2.5 years (can be less).

The District may hire an outside Investment Manager to manage all or some portion of the District's portfolio. Any investment manager retained by the District shall notify the District if any security held in the portfolio under the manager's direction is downgraded below the minimum rating set forth in this policy and shall advise the District as to a recommended course of action.

1. Diversification

The Park District's investment objective is to make productive use of reserves while limiting credit and interest rate risk. Therefore, the following limitations are in force:

- a. No individual issuer shall account for more than 5% of the value of the portfolio (direct obligations of the US Treasury, FDIC insured obligations, and money market funds).
- b. At least quarterly, any outside investment managers must furnish a detailed list of holdings so that the District can be assured that the limitations established here have not been violated.

I. Reporting

1. Methods

The Finance Director/Treasurer will prepare an investment schedule quarterly. This report should be provided to the Board. The report will indicate:

- a. Listing of individual securities held at the end of the reporting period by fund;
- b. Listing of investments by maturity date;
- c. Interest rate of each investment;

- d. Amortized book value of each investment;
- e. Par value of each investment; and

2. Marking to Market

The market value of the portfolio shall be calculated at least annually.

J. Selection of Investment Advisors, Money Managers and Financial Institutions

To the extent that the Park District requires advice concerning its investments, the Park District's Finance Director/Treasurer and Executive Director may, from time to time, recommend contracting with investment advisors or money managers. Any such investment advisor or money manager shall provide the Finance Director/Treasurer and Executive Director with audited financial statements, proof of state registration, certification of having read this Investment Policy, and references of previous clients. The Finance Director/Treasurer and Executive Director shall review the proposals of such individuals or firms, and shall make a recommendation to the Board concerning a contract.

No investment advisor, money manager or financial institution shall be retained except by contract approved by the Board.

K. Annual Review

The District's Finance Director/Treasurer and Executive Director shall review this policy on an annual basis, and make any recommendations for amendments to the Board. No amendment shall be effective unless approved by the Board.



Wheaton Park District

Wheaton Park District Board of Commissioners General Practices & Policies Manual

Mission Statement To enrich the quality of community life through a diversity of healthy leisure pursuits and a heightened appreciation for our natural world.

Vision Statement We, the Wheaton Park District team, commit to service excellence, financial stability, and an enriched quality of life for our stakeholders. We accomplish this through continuous improvement of people and systems while living our values.

Core Values	Integrity	Fun	Adaptability	Growth
	Kindness	Service	Commitment	

General Practices This General Practices Manual, of the Wheaton Park District Board of Park Commissioners represents an insight into the intent of the members. They are a manifestation of a desire to establish a means of measuring acceptable behavior and protocol that ensures honest and accountable representation. While not possessing the force of the law, the intent of this manual is to provide a guideline for board conduct.

Definitions

1. The Wheaton Park District shall hereinafter be referred to as “the District” or as “The Park District”
2. The Wheaton Park District Board of Commissioners shall hereinafter be referred to as “The Board”
3. The Executive Director shall hereinafter be referred to as “the Director”

Statement of Objectives It shall be the purpose and objective of the district to: provide wholesome and meaningful recreation programs; to preserve, restore and maintain parks and other natural areas; construct, maintain and operate facilities for the recreational, athletic, wellness, social and cultural services to be housed and held for families and individuals in the area served by the District

The District shall, within financial limits set by the Board, obtain, plan, develop, and maintain park and recreation resources to serve the varied recreational interests of the residents of the District. Recreation programs and services shall be planned, developed and operated which, while consistent with the District’s financial ability, will provide a broad and varied selection of activities, both active and passive, to adequately service the recreational needs and interests of all ages, sexes and economic levels in the area served by the District. It is the desire of the District through its programs, services and facilities to provide for a better quality of life for its residents in a financially sustainable manner.

Responsibilities of the Board The Board functions under the authority of the Illinois Park District Code, Illinois Compiled Statutes, Chapter 70, ACT 1205 and within the framework of the laws, court decisions, opinions of the Illinois Attorney General and similar mandates from the state and national levels of government. Board members, collectively and individually, act as representatives of all residents of the District in maintaining and promoting the use of park and recreation activities. Through an evaluation of the available resources and the often conflicting needs and demands of all interested parties and groups, Board members seek to move toward decisions and actions which best serve the recreational needs of the community as a whole.

The Board shall concern itself primarily with board questions of policy rather than with the administrative details. The Board should not be involved in the “day to day” operations of the District. The application of these policies is an administrative task to be performed by the Director and his staff who shall be held responsible for the effective administration and supervision of the entire Park District, including all facilities, services and programs. All such facilities, services and programs shall be operated within the financial guidelines determined by the Board.

In the discharge of duties, Board members act as a Board and not as individuals. The individual Board member has no more authority over park and recreation policies or personnel than any other Board member. He/she have no legal right to speak for the Board unless specifically authorized to do so by the action of the Board. It is improper, ill-advised and unethical for individual Board members to make public pronouncements and/or conjectures about the matters not yet decided by official Board action. Board members should respect the Board’s commitment to work through its chief executive officer, the Director, by requesting desired information about the facilities, services and programs directly from him/her. Board members should also seek the professional opinion of the Director when asked by a resident to address a particular issue or complaint. Board members who are approached by a District Staff member on a matter of operations or personnel, or who receive concerns or complaints from District Staff, should advise the staff member to contact their immediate supervisor first, the Human Resources Department second, and the Director third to resolve the matter. A Board member should not attempt to resolve the Staff member’s issue themselves. A Board member should advise Staff to follow the chain of command and to reference the District’s personnel policy manual for additional direction.

Board members will abide by the majority vote and support the actions of the Director, when those actions have received the support of the Board via official voting. However, it is not necessary that all Board votes be unanimous. Finally, having ratified the contents of the General Practices Manual, all members of the Board will act in accordance with the provisions of the document.

Financial Authority The Board shall annually, according to State Statutes, appropriate funds and levy taxes for the various operations of the District in order to provide for its needs. The Board shall annually approve a Budget and Appropriation Ordinance, an Audit and shall, if necessary, hold a “Truth in Taxation” hearing as part of its annual tax levy process and shall adhere to all other legal requirements as may be enacted by the State.

Planning & Gathering Resident Input The Board shall provide for the planning, improvement, financing, construction and maintenance of the property of the District. The Director shall lead the Districts Comprehensive Master and Strategic Planning Process and submit for Board Approval said plans on a recurring five year basis. The Planning process shall include the formal solicitation of Resident / Taxpayer input using a variety of data gathering tools annually and using statistically valid means at 5 years intervals.

Employment of Chief Executive The Board shall employ a properly educated and trained professional to serve as the chief administrator for the District, to fill the position of Executive Director, and to annually evaluate in written form his/her services. The Board shall review and update the Job Description of the Executive Director every 3 years.

Park District Attorney The Board shall retain the services of a qualified attorney either through an annual retainer or on an as-needed basis for purposes of assisting the Board in conducting its regular business according to the legal requirements of the Park District Code.

Appointment of Board Secretary and Treasurer It is the practice of the District for the Board to annually appoint the Executive Director as Board Secretary and the Finance Director as Board Treasurer.

Reimbursable Expenses Individual members of the Board shall be reimbursed for reasonable expense incurred in attending meetings, conferences or in making trips on official business for the Park District when so authorized by the Board. If Board members are elected or selected for Park and Recreation Association involvement, the district will pay associated expenses if the Association does not.

Employment Practices The Board shall approve and regularly review and amend personal policies as described in the District's Personal Policies Manual.

Policies, Ordinances and Resolutions The Board shall enact policies and approve ordinances and resolutions as necessary to see that the District is effectively, legally and safely administrated.

Outside Interests Each action taken by a Board member in the course of their duties will be motivated by the District's best interests and should, therefore, be free of outside influences and self-interest. Board members shall have no direct or indirect financial interest in any aspect of the District's operations. Board and Staff Members will see to it that the Board is aware of all membership or financial interest in companies or organizations doing business with the District.

Board Committees The Board of Commissioners shall maintain a Finance Subcommittee and a Buildings and Grounds Subcommittee. Subcommittee Chairmen shall be appointed by the President annually. The Board President shall create temporary task forces and appoint members on an as needed basis at his or her discretion. The subcommittees and temporary task forces will make recommendations for Board action when appropriate.

Board Liaisons The Board President may appoint a Board member to serve as a District Liaison to affiliated local groups and organizations at his or her discretion. The role of the liaison is to (when possible) attend the meetings of, and communicate the Board's interests to, the local affiliated group or organization and to keep the Board apprised of the activity of the local affiliated groups or organization. Examples of Organizations to which the President may appoint at liaison are: The Cosley Foundation, the DuPage Historical Museum Foundation, Athletic Leagues Boards of Control, Units of Local Government, Chamber of Commerce, Downtown Wheaton Association, and Service Clubs. Absent the appointment of the specific liaison, it shall be the Director's responsibility to keep the Board informed about the activities and interests of affiliated groups and organizations.

Intergovernmental Cooperative Agreements It shall be the practice of the Board to seek cooperative agreements with other units of government with the intent of providing community public services in the most efficient manner possible and for the general improvement of the quality of life for the Residents. Examples include but are not limited to:

- Land Cash Donation Ordinance with the City of Wheaton
- Park School Joint Agreements for Facility & Land Use with CUSD #200
- Agreement with the City of Wheaton for Permitting, Policing of Park Land and the Enforcement of the Park Use Ordinance
- Agreement for the Operation of the DuPage County Historical Museum with the County of DuPage
- Agreement for the Control and Maintenance of a portion of the "Lucent Acquisition" with the Forest Preserve District of DuPage County

Compliance with State & Federal Laws Relevant to Park District Operations The Board shall, through its' Director ensure that District Operations are in compliance with state law relevant to the delivery of services and the legal execution of business operations. The following is a non-exclusive list of those statutes:

- The Open Meetings Act
- The Freedom of Information Act
- Prevailing Wage Act
- The Americans with Disabilities Act
- The Family and Medical Leave Act
- Communicable Disease Guidelines via OSHA
- The Abused and Neglected Child Reporting Act
- Employer Reporting Requirements Act
- Criminal Background Investigation Act
- Illinois Ethics Act
- Smoke Free Illinois Act
- Toxic Substances Disclosure Act
- Identity Protection Act
- Moveable Soccer Goal Safety Act
- Firearm Concealed Carry Act
- Workplace Transparency Act

- Local Government Efficiency Act

Board Members Development Park District Board members shall have an equal opportunity to attend local, state and national educational conferences and meetings designed to familiarize members with park and recreation issues, governance and legislation, Appropriate educational materials, publications and notices of training or development will be made available to members through the Illinois Association of Park Districts, the National Recreation and Parks Association and other allied service organizations.

New Board Members Orientation The Director shall provide a newly elected Park Board member with a copy of the Districts' General Practices Manual, the Districts Master and Strategic Plan, the Districts operating budget and most recent financial statements, the Park District Code, the Park Commissioner's Handbook, Park District Financial Procedures, and the minutes of the Park Board meetings for the last six (6) months. Additional materials explaining the powers and duties of the Park District Board and the operations of the Park District can also be provided by the Illinois Association of Park Districts. A New Commissioner Orientation Checklist is used to manage this process. Meeting between the Director and the new member should be arranged by the Director for the purpose of reviewing the material referenced above, answering questions and acquainting the new member with internal operations of the Park District. In addition to the Director and other staff providing specific and factual information, board members should orient the new member to Board beliefs and practices. They should review, as a board, what members, including the new member, should expect of each other.

New members will be encouraged to attend workshops conducted by the Illinois Association of Park Districts.

Meeting Attendance While it may not be possible for every Commissioner to attend every Board meeting; a recurrent pattern of missing meetings is not fair to the other Board members or to the taxpayers. Thus, the Board may deem it necessary to share their concern with any Commissioner if that Commissioner regularly fails or neglects to attend regular and special meetings of the Board.

Sexual Harassment Pursuant to Public Act 101-0221, the Workplace Transparency Act, alleged harassment by a commissioner against another elected official can be reported to the Board President. If the Board President is the reporting person or is implicated by the allegation, the report can be made to any other commissioner. Any report under this section must be referred to the district's legal counsel, who must then appoint a qualified independent attorney or consultant to review and investigate the allegations.

Closed Session No Commissioner shall disclose the contents of any discussion, debate, strategy or direction occurring in a properly convened executive or closed session. Any Commissioner disclosing such shall be deemed to have acted in violation of Board rules. Any commissioner who violates Board rules by disclosing the contents of any discussion, debate or direction occurring in a properly convened executive session, may, either upon admission of same, or upon a majority vote of the Board, be subject to discipline, including, but not limited to, verbal reprimand, written reprimand or censure for a defined period of time. Infractions of this Board rule may also result in the Board referring the matter to proper

legal authorities for prosecution of charges, including, but not limited to, malfeasance in office and/or official misconduct.

Vacancies A vacancy will occur whenever a member of the Board dies, resigns, becomes under legal disability, ceases to be a legal voter in the District, is convicted of any infamous crime or refuses or neglects to take his or her oath in office. Vacancies shall be filled by advertising directly and in local newspaper of general circulation for applications to fill the vacancy. Of those submitting written applications to the Board, the most qualified, in the Board opinion, will be invited for oral interview with the Board.

Vacancies shall be filled by appointment by a majority of the remaining members of the Board (70 ILCS 1205/2-25). Any person so appointed shall hold his or her office until the next regular election for this office, at which time a member shall be elected to fill the vacancy for the unexpired term, subject to the applicable Illinois Statute.

General Practices Review Review of these General Practices should be completed every other year by the Park Board and Director. Revision shall be by majority vote of the Board.

Board Services The Board of Commissioners performs a valuable and necessary service in providing a sound Park District. The members of the Board provide the service without monetary or other types of compensation.

Quality Employees The Board recognizes that the Park District competes with private, as well as other public, agencies for quality employees. Thus, it is imperative that the Board encourage the Director to maintain, within reasonable financial constraints, a policy of providing a suitable salary and benefits programs for the employees of the District. The Director shall recommend salary ranges for full time and part time employees of the District for Board Approval. Salary Ranges should be reviewed and updated every three years.

Meetings Regular Business Meetings, Subcommittee Meetings and Temporary Task Force Meetings are subject to the Open Meeting Act. The board will typically conduct subcommittee meetings on the first Wednesday of the each month in preparation for the regular monthly business meeting of the Board on the third Wednesday.

Regular Monthly Meeting The regular meeting of the Board will be held on the third Wednesday of the month at 5:00 ~~7:00~~ p.m. at the City of Wheaton Council Chambers. Should it prove impractical for the Board to meet at this designated time and place, the Board shall determine some other date and/or place when such meeting shall be held and shall provide notice of that meeting consistent with the Illinois Open Meeting Act. The regular Board meeting should be for discussions on final action only. This makes the Board meetings more efficient and more productive. Concerns of the public that are brought to the Board's attention will be considered at the appropriate time at any given meeting.

Director's Attendance at Meetings of the Board The Director shall be present at all meetings of the Board except when the Director is excused by the presiding officer.

Roberts Rules of Order Robert's Rules of Order will govern in all questions of procedure not otherwise provided herein of meetings of the Board and committees.

Special Meetings Special meetings may be called by the President or any two members of the Board. Notice of such meetings stating the time and place of the meeting and the purpose for which said meeting is called, shall be provided to Board members and the press through the Secretary, or shall be delivered to each member and press at least 48 hours prior to such meeting per the Open Meetings Act.

Fiscal Year and Annual Meeting The fiscal year of the District will commence on the first day of January and end the last day of December each year. The Annual Meeting of the Board will be held the third Wednesday in May and shall include election of the office of President and Vice-President and the appointment of the Secretary, Treasurer and Subcommittee Chairmen of the Board.

Public Input Requests by the public for additions to the agenda of a regular Board meeting shall be made in writing to the Director not later than 5:00 p.m. the Thursday prior to the scheduled meeting. Such items will be considered under the portion of the agenda defined as "New Business". All other public input at regular Board meetings shall be handled under the portion of the agenda defined as "Community Input".

President The President shall be the executive officer of the Board it shall be his/her duty to preside at all meeting when present. The President shall call special meeting of the Board on his own motion or upon the request of two or more Commissioners. The president shall cause, through the Executive Director, a notice to be given to all Commissioners of any regular or special meetings of the Board. Subcommittee Chairmen shall be appointed by the President annually. The Board President shall create temporary task forces and appoint members on an as needed basis at his or her discretion. The subcommittees and temporary task forces will make recommendations for Board action when appropriate.

All committees shall keep minutes, and no committee recommendations shall be implemented without approval by the Board. Other committees may be appointed at the discretion of the President. All committees of the Board shall be subjected to the Illinois Open Meetings Act. (5 ILCS 120/1 *et seq.*)

It shall be the duty of the President to see that all policies of the Board are enforced and all orders of the Board faithfully executed. The President's vote shall be called for on all matters before the Board with the other Commissioners. The President shall also appoint the Director to serve on the Board of Directors for the Western DuPage Special Recreation Association.

The President is a member of the Board and shall have the right to vote upon all questions coming before the Board. It shall be the duty of the President to sign all Ordinances and Resolutions and all such other documents and paper of the Park District which by law require a signature. The President shall be designated as the Board member authorized to act for, speak on behalf of, or make representations, on behalf of the Board. The President may delegate the authority to speak on behalf of the Board to the Executive Director.

Vice-President The Vice President shall be vested with the powers to perform the duties of the President in the President's absence or in the event of the President's refusal or inability to act. In the event that both the President and Vice President are absent from the meeting at which a quorum of Commissioners may be present, the Commissioners present shall designate a member or the Secretary to conduct the meeting.

Secretary The secretary shall perform those duties prescribed by statute and as directed by the Board. The Secretary may, in his or her discretion delegate those secretarial functions to District Staff, to the extent such delegation is not inconsistent with law.

Treasurer The Treasurer shall perform those duties prescribed by statute and as directed by the Board. The Treasurer may, in his or her discretion delegate those functions to District Staff, to the extent such delegation is not inconsistent with law.

Commissioners As the corporate authority of the District, the Board governs the District. The Board has the power to control and regulate the District and to make the enforce all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the Board for carrying into effect the objects for which the District was formed, and to adopt rules and procedures to regulate Board action and conduct pertaining to the District. Such powers are subject to the provisions of the statutes of the State of Illinois and ordinance of the District.

Commissioners Powers and Duties Pursuant to 70 ILCS 1205/ 2-10, the Board consists of seven (7) persons who shall be elected to four (4) year terms, and until his or her successor has been duly appointed and qualified. The Board shall perform such duties and have such powers as may be delegated to it by statute. The Board may act only in a properly convened meeting, and no Commissioner shall have the authority to act for or make representations on behalf of the Board or under the title of his or her Board position Board position unless specifically authorized by statute, policy, and procedure or by the direction of the Board. The Board must ratify any act delegated to a Commissioner by the Board.

Commissioner Ethics The Wheaton Park District Ethics Ordinance is provided as an addendum to this document.

Board and Executive Director Relations The Board shall assign and delegate the administration and operation of the District to its Executive Director, who shall also serve as Chief Administrator of the District. The written policies of the Board shall guide the Executive Director in the administration of the District. The relationship of the Board and Executive Director shall be conducted on a level of mutual confidence and respect with each recognizing the role and responsibilities of the other. The Board may delegate those powers and duties it possesses by law to the Executive Director to act on its behalf, unless such conduct is specifically authorized by statute to be performed or conducted by the Board.

Written Communication Written communication to the Board from the Public may be submitted to the Executive Director/ Secretary, or the President, at any time Such communications shall be brought to the attention of the Commissioners of the Board at their next meeting and will be

acknowledged in the minutes as having been received. A copy of all written communications made on behalf of the Board shall be provided to each Commissioner.

Minutes The board may appoint a Recording Secretary to assist the Secretary with the taking, preparation and keeping of the minutes. The Recording Secretary shall be under the direction and control of the Secretary and, at the Secretary's discretion may keep, or cause to be kept, a true and correct copy of all transactions of the Board in regular and special meetings, open or closed, and committee meetings. The minutes shall include the date, time and place of the meeting; the members of the Board as either present or absent; a summary of discussion on all matters proposed, deliberated, or decided; and a record of any votes taken, including the Commissioner making the motion, the second and the results of the voting.

The minutes of the proceedings of the Board at a regular or special meeting shall be prepared in draft form and copies shall be mailed or delivered to all Commissioners along with the notice of the next regular business meeting. The minutes of the preceding meeting, with any changes made by a motion properly made and carried or as directed by the President without objection shall be approved by the Board and signed by the Secretary at the next business meeting. The official minutes of the Board shall be kept in the District's Administrative Offices and shall be made available to citizens for inspection during regular business hours within (7) days of approval.

The board Shall keep a verbatim recording of all closed sessions for at least eighteen (18) months, in addition to written closed session minutes. The Board shall periodically, but no less that semi-annually, meet to review minutes of all closed sessions. At such meetings a determination shall be made, and reported in open session that the need for confidentially still exists as to all or part of those minutes or that the minutes or portion thereof no longer require confidential treatment and are available for public inspection. (5ILCS 120/2.06; 5 ILCS 140/3)

Rules of Order

- A. **Rule 1. Preparation of the Agenda** The Director, with the concurrence of the presiding officer, is responsible for the preparation of the agenda for all Board meetings including workshops and committee meetings. To the extent possible, a Board packet for the regular Board meeting including the meeting agenda, the monthly bills to be approved and paid, an up-to-date statement of all the income and expenditure listed by fund, as well as a Treasurer's Report showing the financial condition of the District, and all monthly staff reports will be provided to all Commissioners no less than five days prior to meeting. The Agenda will be as Follows:

Call to Order
Presentations
Community Input
Consent Agenda
Unfinished Business
New Business

Staff Reports
Board Member Input/ Discussion
Closed Session (if needed)
Adjournment

- B. **Rule 2. Presiding Officer** The President shall preserve order and decorum, may speak to points of order subject to an appeal by any two (2) members. The President may speak upon any question and otherwise fully participate in the deliberations of the Board without having to vacate the chair, unless required to do so by a conflict of interests. The President shall be able to vote on matters the same as the other Commissioner.
- C. **Rule 3. Quorum** A majority of the duly elected, or appointed, Commissioners will constitute a quorum. However, if no quorum is present for a Regular Monthly Board Meeting, the Commissioners attending must adjourn the meeting.
- D. **Rule 4. Voting** They ayes and nays shall be taken on ordinances, resolutions, and other matters as required by law. All ayes and nays taken shall be recorded in the meeting's minutes. A concurrence of a majority of all commissioners present at a meeting shall be necessary to the passage of any such propositions unless otherwise provided by the law. The roll shall be called in rotating order (with the Board President voting last); such that the voting order is different for successive roll calls. The Secretary shall also record initiation and seconding of the motions and maintain these records. These records, except for the minutes and roll call of legally executed Executive Sessions shall be available for public inspection.
- E. **Rule 5. Questions before the Board** Every question before the Board shall be distinctly stated by the President before it is open for debate. A motion shall be reduced to writing before a vote if so requested by any Commissioner. Commissioners discussing a question shall address the President and no Commissioner shall be deemed to have the floor until recognized by the President. If any question under consideration contains several distinct propositions, the Board may, by a majority of the Commissioners present, divide such questions.
- F. **Rule 6. Ordinance and Resolutions** If required by law, an ordinance or resolution, as well as amendments thereto, shall be reduced to writing before action shall be taken on them. The title of all such ordinances and resolutions shall be read aloud before a vote is taken, except when the Commissioner presents request that it be read in its entirety.

- G. **Rule 7. Addressing the Board** Except during the public comment portion of the regular Board agenda, or as stated in this rule, no person other than the Executive Director or the District's Attorney may address the Board.

A portion of every regular Board meeting shall be provided for public comment. The person wishing to speak shall sign in advance or raise his or her hand in signal to the President. The speaker must be designated and authorized to speak by the President. Each speaker must state his or her name and address and shall limit his or her public participation to a period of five (5) minutes or less so that all persons shall have an adequate opportunity to make their statement to the Board.

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

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

- H. **Rule 9. Robert's Rules of Order** The most current edition of Robert's Rules of Order shall govern, as appropriate, matters not covered by law and these rules.
- I. **Rule 10. Repeal and Amendment** These Rules of Order and General Practices may be amended or repealed by majority vote of the Commissioners present. A vote on a motion to amend or repeal shall be taken at the next regular meeting following the meeting at which the motion is made.

Initial Adoption November 3, 2010

Reviewed and Amended October 18, 2017

Reviewed and Amended January 15, 2020

Reviewed and Amended May 17, 2023

June 21

Ayes: ~~Vires, Mee, Kelly, Hodgkinson, Morrill and Fahey~~

ORDINANCE NO. 2009-2

WHEATON PARK DISTRICT ETHICS ORDINANCE

BE IT ORDAINED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, as follows:

Section 1 Definitions

1. The term "business" shall include the actual business entity to which a Wheaton Park District contract is to be awarded as well as any of the business's principals, their immediate families and any other legal entities in which those principals have a controlling interest or otherwise have control over the disbursement of funds.
2. The term "Committee" means an Ethics Committee created by the Board of Park Commissioners of the Wheaton Park District pursuant to this Ordinance.
3. The term "compensated time" means any time worked by or credited to an employee that counts toward any minimum work time requirement imposed as a condition of employment with the Wheaton Park District, but does not include any designated Wheaton Park District holidays or any period when the employee is on a leave of absence.
4. The term "compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of employment with the Wheaton Park District.
5. The term "contribution" has the same meaning as that term is defined in Section 9-1.4 of the Election Code.
6. The term "employee" means all full-time, part-time and contractual employees of the Wheaton Park District or any appointee.
7. The term "gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value, including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee or officer.
8. The term "leave of absence" means any period during which an employee does not receive (i) compensation for Wheaton Park District employment, (ii) service credit towards Wheaton Park District pension benefits, and (iii) health insurance benefits paid for by the Wheaton Park District.
9. The term "market value" means the price that the gift would bring for assets of like type, quality and quantity in the local market at the time of acquisition.

10. The term "nominal value" means a gift to any one employee worth less than One Hundred Dollars (\$100.00) as an annual aggregate from a particular donor.
11. The term "officer" means all officials, whether elected or appointed, including but not limited to the Board of Park Commissioners, the Executive Director, the Secretary and the Treasurer.
12. The term "political" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative or administrative action (as those terms are defined in Section 2 of the Lobbyist Registration Act), (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official Wheaton Park District duties.
13. The term "political organization" means a party, committee, association, fund or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county Executive Director under Section 9-3 of the Election Code, but only with regard to those activities that require filing with the State Board of Elections or a county Executive Director.
14. The term "prohibited political activity" means:
 - a. preparing for, organizing or participating in any political meeting, political rally, political demonstration or other political event;
 - b. soliciting contributions, including but not limited to, the purchase of, selling, distributing or receiving payment for tickets for any political fundraiser, political meeting or other political event;
 - c. soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution;
 - d. planning, conducting or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
 - e. surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
 - f. assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
 - g. soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;

- h. initiating for circulation, preparing, circulating, reviewing or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
 - i. making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
 - j. preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes;
 - k. distributing, preparing for distribution or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
 - l. campaigning for any elective office or for or against any referendum question;
 - m. managing or working on a campaign for elective office or for or against any referendum question;
 - n. serving as a delegate, alternate, or proxy to a political party convention; and
 - o. participating in any recount or challenge to the outcome of any election.
15. The term "prohibited source" includes any person or entity who:
- a. is seeking official action from (i) the officer or (ii) in the case of an employee, by the employee or by the officer or other employee directing the employee;
 - b. does business or seeks to do business (i) with the officer or (ii) in the case of an employee, with the employee or with the officer or other employee directing the employee;
 - c. conducts activities regulated by (i) the officer or (ii) in the case of an employee, by the employee or by the officer or other employee directing the employee;
 - d. has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee; or
 - e. is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, 25 ILCS 170/1 *et seq.*, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.
16. The term "retaliatory action" means the reprimand, discharge, suspension, demotion, or denial of promotion or transfer of any employee in the terms and conditions of

employment, and that is taken in retaliation for an employee's involvement in protected activity.

17. The term "Board of Park Commissioners" means the Board of Park Commissioners of the Wheaton Park District.
18. The term "ultimate jurisdictional authority" means the following: for all employees, the Executive Director.

Section 2 Prohibited Political Activities

1. Officers and employees shall not intentionally perform any prohibited political activity during any compensated time (other than vacation, personal or compensatory time off). Officers and employees shall not intentionally misappropriate any Wheaton Park District property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office of any political organization.
2. At no time shall any officer or employee intentionally misappropriate the services of any employee by requiring that employee to perform any political activity (i) as part of that employee's Wheaton Park District duties, (ii) as a condition of employment, or (iii) during any time off that is compensated by the Wheaton Park District (such as vacation, personal or compensatory time off).
3. An employee shall not be required at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise.
4. An employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, in consideration for the employee's participation in any prohibited political activity.
5. Nothing in this Section prohibits activities that are otherwise appropriate for an employee to engage in as part of his or her official employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.
6. No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

Section 3 Prohibited Offer or Promise

An officer or employee may not promise anything of value related to the Wheaton Park District, including but not limited to positions with the Wheaton Park District, promotions or salary increases, in consideration for a contribution to a political committee, political party or other entity that has as one of its purposes the financial support of a candidate for elective office.

Nothing in this Section prevents the making or accepting of voluntary contributions otherwise in accordance with law.

Section 4 Contributions on Wheaton Park District Property

No Park Commissioner, employee or candidate for the office of Park Commissioner, or any person required to be registered under the Lobbyist Registration Act, or any officer, employee or agent of any political organization shall intentionally solicit or accept any political campaign contribution on Wheaton Park District property, except as provided in this Section. For purposes of this Section, "Wheaton Park District property" means any building or portion thereof owned or operated exclusively by the Wheaton Park District. "Wheaton Park District property" does not, however, include any portion of a building that is rented or leased from the Wheaton Park District by a private person or entity.

An inadvertent solicitation or acceptance of a contribution is not a violation of this Section so long as reasonable and timely action is taken to return the contribution to its source.

The provisions of this Section do not apply to the residences of Park Commissioners or employees of the Wheaton Park District, except that no fundraising events shall be held at residences owned by the Wheaton Park District or paid for, in whole or in part, with Wheaton Park District funds. The provisions of this Section also do not apply to solicitations by any person required to be registered under the Lobbyist Registration Act, or any officer, employee or agent of any political organization at the DuPage County Historical Museum, the Arrowhead Golf Club or the Leisure Center, provided that such individual or organization is using the facility pursuant to a permit or license issued by the Park District and has paid the required fee for such use.

Regulation

Section 5 Gift Ban

Except as otherwise provided in this Ordinance, no officer or employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or state statute, rule, regulation or Wheaton Park District Ordinance. This ban applies to and includes spouses and immediate family living with the officer or employee. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 6 Exceptions

The restrictions in Section 5 of this Ordinance and in Section 10-10 of the State Officials and Employees Ethics Act, shall not apply to the following:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the officer or employee pays the market value.
3. Any (i) contribution as defined in Article 9 of the Election Code, 10 ILCS 5/9-1 *et seq.*, that is lawfully made under that Act or under this Ordinance or (ii) activities associated with a fundraising event in support of a political organization or candidate.
4. Travel expenses for a meeting to discuss Wheaton Park District business.
5. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great uncle, great aunt, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather or grandmother of the individual's spouse and the individual's fiancé or fiancée.
6. Anything provided by an individual on the basis of a personal friendship, unless the officer or employee has reason to believe that, under the circumstances, the gift was provided due to the official position or employment of the recipient rather than due to the personal friendship.

In determining whether a gift has been provided on the basis of a personal friendship, the officer or employee shall consider the circumstances under which the gift was offered, such as:

- a. the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
 - b. whether to the actual knowledge of the officer or employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
 - c. whether to the actual knowledge of the officer or employee the individual who gave the gift also at the same time gave the same or similar gift to other officers or employees.
7. Intra-governmental and inter-governmental gifts. For the purpose of this Ordinance, "intra-governmental gift" means any gift given to an officer or employee of the Wheaton Park District from another officer or employee of the Wheaton Park District; and "inter-governmental gift" means any gift given to an officer or employee of the Wheaton Park District from any member, officer, or employee of any other governmental entity.
 8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they

were purchased or prepared or (ii) catered. For the purpose of this Section, "catered" means food or refreshments that are purchased ready to eat and delivered by any means.

9. Food, lodging, refreshments, transportation and other benefits resulting from the outside business or employment activities (or outside activities not connected to the duties of the officer or employee as an officeholder or employee) of the officer or employee, or the spouse of the officer or employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee and are customarily provided to others in similar circumstances.
10. Educational materials and missions, including meetings with government officials, either foreign or domestic, intended to educate public officials on matters of public policy to which the officer or employee may be invited to participate alone or with other federal, state or local public officials and community leaders.
11. Bequests, inheritances and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of one another.

Section 7 Disposition of Gifts

The recipient of a gift that is given in violation of this Ordinance does not violate this Ordinance if the officer or employee promptly takes reasonable action to return the item to its source or give the item or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

Section 8 Protected Activity

An officer or employee shall not take any retaliatory action against an employee because the employee does any of the following:

1. discloses or threatens to disclose to a Board of Park Commissioners or to a public body an activity, policy or practice of any officer or other employee that the employee reasonably believes is in violation of a law, rule, regulation or ordinance;
2. provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law, rule, regulation or ordinance by any officer or other employee; and
3. assists or participates in a proceeding to enforce the provisions of this Ordinance.

Section 9 Posting

The Wheaton Park District and its officers shall conspicuously display notices of employee protection under this Ordinance.

Section 10 Ethics Committee

1. When a complaint is received, the President shall create a special Ethics Committee to conduct proceedings relating solely to that complaint.
2. In the event that the complaint is directed at the President, the Vice President of the Wheaton Park District Board of Park Commissioners shall create a special Ethics Committee to conduct proceedings relating solely to that complaint.
3. The Committee shall be composed of three (3) members of the Board of Park Commissioners.
4. The Committee shall meet as often as necessary to perform its duties.
5. Upon a final resolution of the complaint, the Committee shall be disbanded.

Section 11 Staff

The Committee shall utilize existing staff, as necessary, and may contract for services that cannot be satisfactorily performed by the staff.

Section 12 Powers and Duties

The Committee shall have the following powers and duties:

1. To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.
2. To investigate, conduct research, conduct closed hearings and deliberations, issue recommendations and impose a penalty or fine.
3. To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated this Ordinance.
4. To subpoena witnesses and compel the production of books and papers pertinent to an investigation authorized by this Ordinance.
5. To request that the Attorney General provide legal advice without charge.

The powers and duties of the Committee are limited to matters clearly within the purview of this Ordinance.

Section 13 Complaint Procedure

1. Complaints alleging a violation of this Ordinance shall be filed with the Executive Director of the Wheaton Park District. In the event the complaint is directed at the Executive Director, then the complaint shall be filed with the Board of Park

Commissioners. Such complaints shall be written and shall contain the complainant's address.

2. Upon receipt of a written complaint by the Executive Director, the Executive Director shall forward same to the Board of Park Commissioners, who shall then appoint an Ethics Committee within a reasonable time period. In the event the complaint is directed at the Board of Park Commissioners, the Executive Director shall then appoint an Ethics Committee within a reasonable time period.
3. Within seven (7) business days after the creation of the Ethics Committee, the Committee shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Committee shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within seven (7) business days after the creation of the Committee. The notices to the respondent and the complainant shall also advise them of the date, time and place of the meeting on the sufficiency of the complaint and probable cause.
4. Upon at least twenty-four (24) hours' public notice of the session, the Committee shall meet in closed session to review the sufficiency of the complaint and, if the complaint is deemed to sufficiently allege a violation of this Ordinance, to determine if there is probable cause to proceed based on evidence presented by the complainant. The Committee shall issue notice to the complainant and the respondent of the Committee's ruling on the sufficiency of the complaint and, if necessary, on probable cause within fourteen (14) business days after the closed session meeting. If the complaint is deemed to sufficiently allege a violation of this Ordinance and there is a determination of probable cause, then the Committee's notice to the parties shall include a hearing date scheduled within four (4) weeks after the closed session meeting. If the complaint is deemed not to sufficiently allege a violation, or if there is no determination of probable cause, then the Committee shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint and that notice shall be made public.
5. On the scheduled date and upon at least twenty-four (24) hours' public notice of the meeting, the Committee shall conduct a closed meeting on the complaint and allow both parties the opportunity to present testimony and evidence.
6. Within eight (8) weeks after the creation of the Committee, the Committee shall (i) dismiss the complaint or (ii) issue a preliminary recommendation to the alleged violator and to the violator's ultimate jurisdictional authority or impose a fine upon the violator, or both. The particular findings in the instant case, the preliminary recommendation and any fine shall be made public.
7. Within seven (7) business days after the issuance of the preliminary recommendation or imposition of a fine, or both, the respondent may file a written demand for a public hearing on the complaint. The filing of the demand shall stay the enforcement of the preliminary recommendation or fine. Within two (2) weeks after receiving the demand, the Committee shall conduct a public hearing on the complaint after at least twenty-four

(24) hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within five (5) business days, the Committee shall publicly issue a final recommendation to the alleged violator and to the violator's ultimate jurisdictional authority or impose a fine upon the violator, or both.

8. If a complaint is filed during the sixty (60) days preceding the date of any election at which the respondent is a candidate, the Committee shall render its decision as required under subsection (5) within fourteen (14) days after the Committee is created, and during the fourteen (14) days preceding that election, the Committee shall render such decision before the date of that election, if possible.
9. The Committee may levy a fine of up to \$5,000 against any person who knowingly files a frivolous complaint alleging a violation of this Ordinance.
10. A complaint alleging the violation of this Ordinance must be filed within one (1) year after the alleged violation.

Section 14 Enforcement

1. The Committee may recommend to a person's ultimate jurisdictional authority disciplinary action against the person it determines to be in violation of this Ordinance. The recommendation may prescribe the following courses of action:
 - a. reprimand;
 - b. to cease and desist the offensive action;
 - c. a return or refund of money or other items, or an amount of restitution for services received in violation of this Ordinance;
 - d. dismissal, removal from office, impeachment or expulsion; and
 - e. donation to a charity of an amount equal to the gift.
2. The Committee may impose a fine of up to \$5,000 per violation to be deposited into the General Revenue Fund.
3. The ultimate jurisdictional authority of a person who violates an ethics provision may take disciplinary action against the person as recommended by the Committee or as it deems appropriate, to the extent it is constitutionally permissible for the ultimate jurisdictional authority to take that action. The ultimate jurisdictional authority shall make its action, or determination to take no action, available to the public.
4. If after a hearing the Committee finds no violation of this Ordinance, the Committee shall dismiss the complaint.

Section 15 Penalty

1. An individual who intentionally violates Section 2 or 3 of this Ordinance is guilty of a Class A misdemeanor.
2. An individual who intentionally violates Section 4 or 5 of this Ordinance is guilty of a business offense and is subject to a fine of at least \$1,001 and up to \$5,000.

Section 16 Review

The Committee's decision to dismiss a complaint or its recommendation is not a final administrative decision, but its imposition of a fine is a final administrative decision subject to judicial review under the Administrative Review Law of the Code of Civil Procedure.

Section 17 Severance

1. It is hereby declared to be the intention of the Wheaton Park District that the several provisions of this Ordinance are severable.
2. If any court of competent jurisdiction shall adjudge any provisions, or part thereof, of the State Officials and Employees Ethics Act to be invalid, the corresponding provisions, or part thereof, of this Ordinance shall also be deemed null and void without any further action of the Board. Such judgment shall not affect any other provision or part thereof of this Ordinance declared invalid which are not declared to be invalid in said judgment.
3. If any court of competent jurisdiction shall adjudge any provision, or part thereof, of this Ordinance to be invalid, such judgment shall not affect any other provision, or part thereof, of this Ordinance declared invalid which are not declared to be invalid in said judgment.
4. If any court of competent jurisdiction shall adjudge invalid the application of any provision, or part thereof, of this Ordinance to a particular person, such judgment shall not affect the application of said provision, or part thereof, to any other person not specifically included in said judgment.

Section 18 Effective Date

This Ordinance shall be effective upon approval by the Wheaton Park District Board of Trustees.

Enacted this 15 day of July, 2009.

Wheaton Park District Board of Park Commissioners

ATTEST:


Secretary


President



Advertising & Sponsorship Policy

Adopted August 23, 2017

Reviewed and Updated: June 21, 2023

Advertising & Sponsorship Policy

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The Wheaton Park District Advertising and Sponsorship Program offers ~~the opportunity for~~ organizations, businesses, and individuals the opportunity to affiliate with the Wheaton Park District ("District") for the purpose of complementing or enhancing their marketing and promotional efforts. Support from organizations, businesses, and individuals can help offset event costs, making it possible for the District to provide quality programs and events. Partnering with the District offers an affordable and effective way to Through participation, advertisers and sponsors contribute to a public service and save taxpayer dollars, reaching the a target audience, while also contributing to a public service and making a meaningful impact on the community and the members who rely on District services. ~~they seek and supporting a good cause.~~

A wide range of advertising and sponsorship opportunities are available at the ~~park-d~~District: including advertising through print and digital ads, static and digital signage, web and social media presence, and sponsorship of a special event, athletic field, museum or zoo exhibit, recreation or educational program.

~~For example, advertising through one of our mediums would be for the time period agreed upon such as 3 months, 6 months, annual, etc.~~

All advertising and sponsorship recognition is for the life of the agreed upon advertising term or item sponsored. For example, the sponsorship ~~recognition~~ of a special event is for the duration of that specific event. Advertisement through one of our mediums would be for the time period agreed upon, such as 3 months, 6 months or annual. In the case of an athletic field, the sponsorship could be for a one-year season/term. ~~Some sponsorships are tax deductible:~~ Sponsorships that are part of one of ~~thea~~ 501C3 Foundations are tax deductible, such as i.e., the Cosley Zoo Foundation, DuPage County Historical Museum Foundation or Play for All Playground & Garden Foundation. ~~would qualify.~~

Commented [MF1]: I believe this belongs in the next paragraph.

I. General Policy Statement A. General Policy Statement

The ~~Wheaton Park~~ District shall seek advertisers and sponsors that further its mission by providing monetary or in-kind support for the departments, programs, or services. The ~~Wheaton Park~~ District recognizes that the public trust and perception of its impartiality may be damaged by advertisers or sponsorships that are aesthetically displeasing, politically oriented or offensive to segments of its citizenry. When the District loses public trust and public perception of impartiality, its ability to govern effectively in the interest of its citizens is impaired. Therefore, ~~The the Wheaton Park~~ District permits private advertisers and sponsorships of government programs or services in limited circumstances as a means to generate funds for improving or expanding those programs and services. The ~~Wheaton Park~~ District currently limits its advertising and sponsorship program to nonpublic forums and exercises sole discretion over who is eligible to become an advertiser or sponsor according to the terms of ~~this e Policy~~ policy.

Whenever possible, advertisements and sponsorships shall be linked to specific activities, events, programs or publications. The ~~Wheaton Park~~ District will neither seek nor accept advertisers or sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with ~~Wheaton Park~~ District policies, positions, or resolutions. The acceptance of an Application for Advertising or Sponsorship or the establishment of an advertisement or sponsorship agreement does not constitute an endorsement by ~~the Wheaton Park~~ District of the advertiser or sponsor's organization, products, or services. The District reserves the right to refuse sponsorship to, or revoke sponsorship from any organization, business, or individual that it deems incompatible with the District's mission and values. All advertisements and sponsorships must comply with the guidelines and procedures set forth in this policy.

~~II.I.~~ **II. PURPOSE AND INTENT**

The purpose of this policy and its related practices and guidelines is to define the conditions upon which advertising and sponsorship messages may be placed upon property or in publications or websites of the District and to establish definitive guidelines for the acceptance and placement of such messages. It is the intent of the ~~Wheaton Park~~ District to preserve its full rights and discretion to restrict access to District properties or in District publications and to reject or refuse placement of any or all advertisements or sponsorship messages. To the extent that any such messages are accepted, ~~Wheaton Park~~ the District reserves the right of full editorial control over the placement, content, appearance, and wording and to determine and prohibit types of advertising or sponsorship messages which are deemed inappropriate for or inconsistent with the business of the District or the services provided to ~~Wheaton Park~~ District residents.

~~Page 1~~

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~~III.II.~~ **III. DEFINITION OF TERMS**

"Sponsorship" is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with ~~Wheaton Park~~ a District's programs, ~~event, project, service,~~ or name. Sponsorship is a business relationship in which ~~Wheaton Park~~ the District and the external entity exchange goods, services, and ~~or~~ donations for the public display of a message on District property acknowledging private support. This includes vendor participation at a special event, facility, or park property.

~~"Advertising" is the signage or graphic element created by the entity, usually placed in a designated, purchased space, a technique and practice used to bring promote products, services or an organization. ,opinions or causes to persuade the public to respond in a certain way toward what is advertised. Advertisement is a paid medium in which advertisers pay for placement of their advertisement, logo or message.~~

~~The term "open~~ **Open, limited, or designated public forum** ~~-means is~~ either a forum under the control of the District that is traditionally open to the unfettered exchange of ideas, (such as a park or a sidewalk), or a forum under the control of the district that is non-traditionally open but is nevertheless intentionally and affirmatively opened by the District for speech (such as a street-side kiosk for posting pamphlets or a special area designated for making speeches).

~~The term "nonpublic~~ **Nonpublic forum** ~~" is broadly defined as any property that is not by tradition or designation a forum for public communication (such as most government publications and all websites).~~

~~IV.III.~~ **IV. AUTHORIZATION REQUIRED**

All property and publications of ~~Wheaton Park~~ the District are intended and exclusively used for business operations of the District in providing governmental services and programs to and for the ~~district~~ District residents, and except as required by law or expressly established by an affirmative action of the District's Board of Park Commissioners (~~"Board"~~), no property or publication of the District shall be intended or considered as an open, limited, or designated public forum, and no person shall have a right to access or use any District property or publication for any purpose other than the intended ~~edant~~ and authorized governmental purpose or service. Placement of advertisements or sponsorship messages upon District property or in District publications shall require specific authorization.

~~Wheaton-The Park~~ District possesses sole and final decision-making authority for determining the appropriateness of an advertising or sponsorship relationship and reserves the right to refuse to enter into any proposed advertising or sponsorship agreement. All requests shall be submitted through an Application for Advertising & Sponsorship

(~~"application"~~) in a manner and form outlined in the following section, and advertising and sponsorship agreements based on responses to ~~the an~~ application shall be reviewed in accordance with the following procedures and guidelines.

- Advertising and Sponsorship proposals projected to generate \$25, 000 or more shall require the written approval of the Executive Director.
-

~~•~~ Advertising and Sponsorship proposals projected to generate less than \$25,000 shall require the written approval of the Director of Marketing. All other marketing & development staff may approve advertising and sponsorship projected to generate less than \$5,000, in consultation with the Director of Marketing.

At the discretion of the Executive Director, any proposed advertising or sponsorship proposal may be referred to the President of the Board ~~of Park Commissioners.~~

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~~V-IV.~~ ~~V.~~ CRITERIA FOR PROPOSAL/COMMITMENT REVIEW

Proposals for advertising and sponsorship of ~~Wheaton Park~~The District programs or services shall clearly outline the forms of support sought and offered and the recognition to be given by the District. Acceptance of a proposal by the District shall result in the creation of an advertising and sponsorship commitment form that will detail the following information, at a minimum:

- Activities, products, and services of the private entity, its parent subsidiaries, affiliates and predecessor companies;
- Benefits to be given to the proposed advertiser or sponsor by ~~Wheaton Park~~the District and the estimated monetary value of those benefits;
- Benefits to be given to ~~Wheaton Park~~the District by the proposed advertiser or sponsor and the estimated monetary value of those benefits;
- Prominence of the proposed public recognition of support;
- Content of the proposed public recognition of support;
- Duration of the proposed public recognition of support;
- Conditions under which the advertisement or sponsorship commitment may be terminated.

~~Wheaton Park~~The District recognizes that entering into an advertising or sponsorship agreement/commitment with an external entity does not constitute an endorsement of the entity or its services and products but does imply an affiliation. Such affiliation can affect the reputation of ~~Wheaton Park~~the District among its residents and its ability to govern effectively. Therefore, any proposal for advertising or sponsorship of a ~~Wheaton Park~~ District program or service in which the involvement of an outside entity compromises the public interest will be rejected.

~~Wheaton Park~~The District shall consider the following criteria before accepting a proposal or entering into an advertisement or sponsorship agreement/commitment:

- Extent and prominence of public display of advertisement or sponsorship;
- Aesthetic characteristics of the public display of advertisement or sponsorship;
- Importance of the advertisement or sponsorship to the mission of the ~~Wheaton Park~~ District;
- Level of support provided by the advertiser or sponsor;
- Cooperation necessary from other District units to implement the advertisement or sponsorship;

- Inconsistencies between ~~Wheaton Park~~ District policies and the known policies or practices of the potential advertiser or sponsor;
- Other factors that might undermine public confidence in the District's impartiality or interfere with the efficient delivery of the District services or operations including, but not limited to, current or potential conflicts of interest between the advertiser or sponsor and the ~~Wheaton Park~~ District's employees, officials, or affiliates, and the potential for the advertisement or sponsorship to tarnish the District's standing along its residents or otherwise impair the ability of ~~Wheaton Park~~the District to govern its residents.

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~~VI.V.~~ VI. PERMISSIBLE ADVERTISER OR SPONSORS AND MESSAGE CONTENT

Sponsorships or ~~Advertisements~~advertisements on ~~Wheaton Park~~District property are maintained as a nonpublic forum. ~~Wheaton Park~~The District ~~intends to preserve~~s its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages and advertising content. ~~Wheaton Park~~The District may make distinctions on the appropriateness of advertisers or sponsors based on subject matter of a potential advertisement or sponsorship recognition message.

~~Advertisement or Sponsorships~~or advertisement from an organization that is engaged in any of the following activities, that has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgement of the authorized representative of the District or Board ~~of Park Commissioners~~, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited on any District property or in District publications:

- Promotion of the sale or consumption of alcoholic or cereal malt beverages, in name, likeness or implication or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, ~~cannabis~~cannabis dispensaries, including bars; provided, however restaurant or other food services establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only food services or lodging. Unless these establishments are related to a special event or District Facility where alcoholic beverages are approved to consume.
- Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products;
- Commentary, advocacy or promotion of issues, candidates, campaigns, or organizations of a social, political, religious, or rhetorical nature.
- Depiction of any form of nudity or semi-nudity, profanity, obscenity or lewdness, or characterizations which suggest, depict, or promote any such element or sexually oriented products, activities, or materials;
- Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities, or materials;
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
- Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
- Use of words, language, representations, or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this ~~Policy~~policy;
- Inclusion of materials, depictions, promotions, or offerings which are the type prohibited by, or by their nature would violate, any postal restrictions or regulations or any federal, state, or local law, rule, or regulation.
- Promotion of services that directly compete with District programs or events.

- Promotion of messaging that paints the District in a negative light.

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~~VII-VI.~~ VII. PERMISSIBLE RECOGNITION MESSAGES

Advertising or sponsorship recognition messages may identify the advertiser or sponsor but ordinarily should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations will ordinarily not be accepted. In accordance with the provisions of Section IV of this Policy, the Executive Director, the Director of Marketing, or their designee shall have the ultimate authority to determine what is permissible in a recognition message.

Ordinarily, only the following content will be deemed appropriate:

- The legally recognized name of the advertiser or sponsoring organization;
- The advertiser or sponsor's organizational slogan if it identifies rather than promotes the organization or its products or services;
- The advertiser or sponsor's product or services line, described in brief, generic, objective terms. Generally, only one product or service line may be identified;
- Brief contact information for the advertiser or sponsor's organization, such as a phone number, address, or website. Contact information should be stated in a manner that avoids an implication or urging the reader to action.

~~Wheaton Park~~The District will not make any statements that directly or indirectly advocate or endorse an advertiser or sponsor's organization, products or services.

No materials or communications, including, but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the advertisement or sponsorship using ~~Wheaton Park~~the District's name, marks, or logo, may be issued without written approval from ~~Wheaton Park~~the District's Executive Director, attorney, or their designee.

~~VIII-VII.~~ VIII. GENERAL CONDITIONS

1. ~~1.~~ Advertisers or sponsors are solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property and shall hold the District harmless for any such use, including all consequences or damages resulting therefrom. All commercial messages or advertisements shall be accepted and published by the District upon the representation that the agency, advertiser, or sponsor is authorized to publish the entire contents and subject matter thereof. ~~The Advertiser-advertiser~~ or ~~Sponsor-sponsor~~ agrees to indemnify and hold harmless the District, its elected and appointed officials, officers, agents, employees, and volunteers against all damages, costs and expenses including, without limitation, attorney fees resulting from any claim, action or proceeding alleging that the commercial message or advertisement or sponsorship infringes on any copyright, violates any right of privacy or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of an advertiser or sponsor's product.
2. Advertisers or sponsors assume liability for all content (including text, photographs, representations, illustrations, sketches, maps, labels, trademarks, or other copyrighted matter) of advertisement or sponsorship

message printed or placed and also assume responsibility of any claims arising therefrom made against the District.

3. The District is not liable for delays in publication or presentation of advertisements or sponsorship messages in any event or for any reason, including acts of God, action by a governmental or quasi-governmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the District affecting publication or presentation of an advertisement or sponsorship in any manner.
4. If an error or omission occurs in the publication or placement of any advertisement or sponsorship message, the District's liability shall be limited to the amount of the reduction in the value of the advertisement and sponsorship due to the error or omission, but in no event shall liability exceed the total cost payable for the advertisement or sponsorship space.
5. The words "a paid advertisement or sponsorship", or some like term may be added to an advertisement or sponsorship messages that in the sole opinion of the District, might be confused with editorial matter.
- 6.

~~IX-VIII.~~ **IX. ADDITIONAL CONSIDERATIONS**

A. USE OF FUNDS

All funds derived from the acceptance and placement of advertisements and sponsorship messages shall be recorded, accounted for, and used by the District, department, office, or related entity for authorized purposes in accordance with applicable, standard policies and procedures adopted by the District for the budgeting and expenditure of funds.

B. SPECIAL EVENTS

Nothing in this policy shall be interpreted to prohibit the conduct of special events by the District or its offices, departments or related entities and the use and recognition of advertisers, sponsors, products, sales, or prizes.

C. ETHICAL CONDUCT

All offices, departments, and related entities of ~~Wheaton Park~~the District and its employees shall follow the highest level of ethical standards dealing with advertisers, sponsors or in the implementation of this policy.

D. IMPLEMENTATION

This policy shall be and become effective upon adoption by the Board ~~of Park Commissioners~~ and shall thereafter apply to the acceptance and placement of advertisement and sponsorship messages as provided in the policy; provided, however, that advertising or sponsorship messages which were made prior to the adoption of this policy shall not be considered in violation of the policy, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with the policy.

Advertising & Sponsorship Examples



Vendor Booth Space



Signage and Events



Banner Advertising



TV Screen Advertising



Email Ad



2023 Advertising & Sponsorship PAYMENT SUMMARY

Advertising or Sponsorship	Commitment <i>Please Select</i>	Fee	Estimated Participation*	Estimated Reach*
TOTAL COMMITMENT		\$		

**For sponsorship: Estimated participation is based on the number of participants expected to attend the event, including volunteers and spectators. Estimated reach is based on impressions of marketing materials to promote and advertise the event.*

Billing & Contact Information	
Company/Organization:	
Contact:	Phone (office/home):
Day of Contact:	Phone (day of contact cell):
Email:	Website:
Address:	City, State, Zip:

Along with commitment form and payment, please submit digital logos* for marketing and signage to:

Margie Wilhelmi, *Wheaton Park District*
 855 W. Prairie Ave. | Wheaton, IL 60187
 630.510.4984 p | 630.665.3779 f | mwilhelmi@wheatonparks.org

**Please see page 10 for Terms & Conditions of Advertising & Sponsorship #5 Logo/Mechanical Requirements for logo formatting requirements.*

Payment & Invoicing	
Payment by check or ACH is preferred.	
Credit cards (<i>Visa, MasterCard</i>) are accepted for sponsorship less than \$5,000. Some exceptions may apply.	
Payment Type:	
<input type="checkbox"/> CHECK # _____ ENCLOSED <input type="checkbox"/> PLEASE SEND INVOICE (Net 30) <input type="checkbox"/> CREDIT CARD	
Name on Card:	Amount Enclosed or To Be Charged:
Billing Address on Card:	Contact Phone Number for Payment Questions:
Signature:	Expiration Date:
Credit Card Number:	Security Code:

☐ I have read and accept the Terms and Conditions of Advertising and Sponsorship as listed on the following page:

Signature	Printed Name	Date
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TERMS & CONDITIONS OF SPONSORSHIP/ADVERTISING

1. **Statement of Purpose:** The Wheaton Park District "WPD" uses funds and promotional activities provided by/associated with special event sponsorships and paid advertisements to promote, further, and financially support the mission and good works of the WPD.
2. **Control of Content and Selection:** Sponsor or Advertiser is solely responsible and liable for the content of all promotional materials provided and actions taken by Sponsor or Advertiser in connection with its event sponsorship or ~~Wheaton Park District~~ advertising except to the extent modified by WPD. WPD reserves the right to contract content and selection of presenters, moderators, entertainers, products, event/program/activity, logistics/layout, and/or publication content/logistics/layout/distribution, but the reservation of this right does not impose any obligation or liability on WPD with respect to its exercise or failure to exercise this right. WPD staff shall coordinate Sponsor's planned event sponsorship activities or Advertising placement with Sponsor's or Advertiser's Contact and Sponsor or Advertiser shall cooperate with WPD staff with respect to same. ~~In the event of disagreement, WPD staff shall have contract and their decision is final.~~
3. **Disclosures of Financial Relationships:** WPD has the right to publicize to the event audience (a) sponsor funding of the event and (b) any significant relationship between WPD and the Sponsor or Advertiser providing benefit to the community.
4. **Auxiliary Support:** Any other support to be provided by WPD for the Sponsor or Advertiser in regard to the Sponsor's event sponsorship activities or Advertising (~~e.g.e.g.~~, distributing brochures, preparing slides) must be approved by both parties and included in the Sponsorship and Advertising Commitment Form.
5. **Logos/Mechanical Requirements:** All logos or artwork to be used in sponsorship materials advertisements should be sent with a transparent background in ai, eps, tif, bmp or png formats at high resolution. If you have logo use guidelines, please notify the WPD when submitting files. Graphics sent via word, excel, power point or publisher will not be accepted. If an ad is sent in an unusable format, ~~the~~ advertiser will be charged a minimum of \$150 for design, or correct artwork may be submitted prior to deadline.
6. **Cancellation of Event by WPD:** WPD reserves the right to cancel or postpone an event at its discretion. This includes but is not limited to event/program/activity/publication cancellation due to inclement weather or unsafe conditions. Should such postponement or cancellation occur, the sponsorship fee will NOT be refunded to Sponsor, but in the case of event postponement will be applied as a credit to the sponsorship fee for the re-scheduled event, and in the case of cancellation will be applied as a credit to the sponsorship fee for another WPD special event selected by the Sponsor in consultation with WPD.
7. **Cancellation of Sponsorship by Sponsor:** Cancellation by Sponsor of a special event Sponsorship must be done in writing at least sixty (60) days prior to the printing of sponsorship materials or first publication/public notice of the special event sponsorship. The Sponsorship fee is non-refundable, but the fee may be applied as a credit to the sponsorship fee of another WPD special event as long as none of the sponsorship benefits have been received, and the amount of the credit will be reduced by any costs incurred by WPD with respect to the sponsorship that was cancelled.
8. **Cancellation of Advertisement by Advertiser:** Cancellation by Advertiser of an ~~a~~Advertising placement must be done in writing at least thirty (30) days prior to the publication of advertising materials. The advertising fee is non-refundable, but the fee may be applied as a credit to the advertising fee of the opportunity at a later time as long as the advertising space is available.
9. **Assumption of Risk, Waiver, Indemnification, and Hold Harmless:** Sponsor and Advertiser assumes all risk associated with its conduct of its sponsorship activities, and waives and releases WPD and its elected and appointed officials, officers, employees, agents, and volunteers (hereinafter individually and collectively referred to as "WPD Parties") from any and all claims of every kind arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities or advertising, occurring on or off WPD property, including but not limited to property loss, theft, damage, or destruction and personal injury (including death). Sponsor or Advertiser shall indemnify and hold WPD Parties harmless from and against any and all claims (including but not limited to claims by Sponsor's or Advertiser's employees, agents, and volunteers) of loss, cost, expense, or damage arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities or Advertising, or Sponsor's/Advertiser's breach of its financial and other commitments as provided in the attached Special Event Sponsorship Commitment & Payment Form and these Terms and Conditions. For purposes of this paragraph, the act or failure to act of Sponsor/Advertiser or officers, directors, employees, agents, or volunteers of Sponsor/Advertiser shall be deemed the act or omission of Sponsor/Advertiser.
10. **Certificate of Insurance:** WPD reserves the right to require insurance appropriate to the nature of Sponsor's/Advertiser's activity and special event involvement. WPD may require Sponsor or Advertiser to provide a Certificate of Insurance based on its assessment of Sponsor's/Advertiser's intended activities in connection with the sponsored event. Further information regarding a requirement for ~~a~~ Certificate of Insurance can be requested from ~~Wheaton Park District PD~~.

Commented [M5]: Unclear what this sentence is trying to say.

11. **Payment Terms:** All Sponsorship/Advertisement payments must be received no later than the first to occur of (a) thirty (30) business days from date of Sponsor's/Advertiser's submission of Special Event Sponsorship Commitment & Payment Form; or (b) date of sponsored event, unless otherwise agreed to in writing by WPD and Sponsor. Payment MUST be received prior to publication of any marketing materials or sponsorship/advertising benefits.
12. **Exclusivity:** Sponsorship or advertiser category exclusivity is not guaranteed. Exceptions may be made for Presenting Sponsors. Please see benefits if applicable as provided in Section 15 below: "Other Terms and Conditions" if applicable.
13. **Compliance with Applicable Laws and Protection of WPD Property:** Sponsor/Advertiser shall comply with all applicable federal, state, county, and local laws, plus rules and regulations in the conduct of its special event sponsorship activities. If Sponsor/Advertiser will be placing structures, equipment, or signage or be distributing materials or goods on WPD property in connection with or as part of its sponsorship activities, Sponsor will use reasonable efforts and due care to prevent damage, loss, or destruction to or of WPD property and to prevent litter in and from the conduct of its activities. The placement of structures, equipment, and signage is part of Sponsorship activity logistics subject to consultation with and approval by WPD.
14. **Relationship of Sponsor to WPD:** Sponsor/Advertiser is a legally independent entity from WPD and shall not represent itself to the public otherwise.
15. **Other Terms and Conditions:** Not applicable.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Community Center Parking Lot Repaving – Concept review and surveying

DATE: May 31, 2023



SUMMARY:

Staff has been working with Wight Engineering to prepare plans and specifications for the Community Center parking lot. The scope of work included in the bid is as follows:

- Base Bid: Grind and overlay the entire asphalt parking lot, new sidewalk around front entrance, and narrow lane by front entrance.
- Alternate 1: Remove asphalt completely down to stone base for increase longevity.
- Alternate 2: Add island at back of parking lot to redirect cut through traffic.
- Alternate 3: Build larger underground vault to accommodate off site detention.

Bid documents were sent out to contractors on May 4, 2023, and the bids were opened on May 25, 2023. The results were as follows:

Contractor	Base Bid	Alt 1 Full Depth Asphalt	Alt 2 Traffic Island	Alt 3 Larger Detention
Abbey Paving	\$1,426,935	\$158,215	\$83,860	\$545,150
Hoppy's Landscaping	\$1,481,441	\$441,775	\$61,850	\$534,741

Staff recommends accepting alternates 1 and 2 for increased longevity of the parking lot and safer traffic flow. Alternate 3 requires some board feedback. Approximately a half acre-foot of storage is currently contained on the adjacent property to the north. If this property were to be redeveloped, that storage may be displaced. Placing the detention underground is more costly than a traditional detention pond, however it would save valuable space for other uses.

Abbey Paving has previously completed projects for the district and has performed well.

PREVIOUS COMMITTEE/BOARD ACTION:

In February 2021 Board consensus was to look at options for reconfiguring the lot rather than repairing and resurfacing.

In May 2021, the Board approved a proposal from Wight Engineering for conceptual engineering in the amount of \$20,300, and in February 2022 an additional \$12,900 was approved for a topographical survey. The preferred concept for the parking lot reconfiguration was also

presented at that time. A contract for final engineering in the amount of \$73,000 was approved at the October 2022 Board meeting.

REVENUE OR FUNDING IMPLICATIONS:

FY 2023 includes \$2,000,000 (40-800-846-57-5701-000) for the parking lot repaving project. Additionally, 18% (up to \$360,000) of project cost could be applied to ADA (40-000-000-12-1224-0000).

The base bid with alternates 1 and 2 would total \$1,669,010. Adding alternate 3 would bring the total to \$2,214,160.

STAKEHOLDER PROCESS:

Community Center staff has been a part of the design process.

LEGAL REVIEW:

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

ATTACHMENTS:

Construction plan image

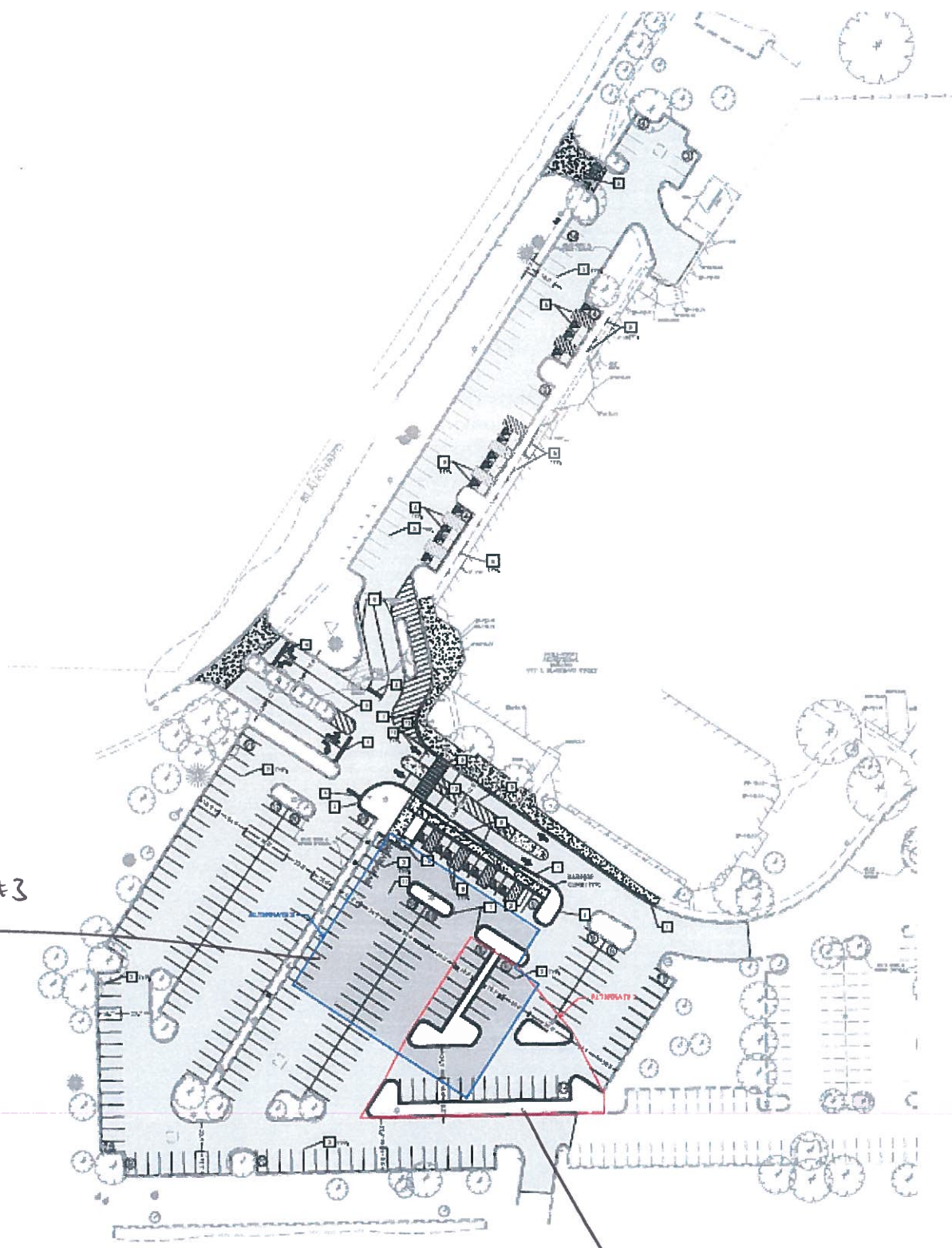
Recommendation letter from Wight

ALTERNATIVES:

Other alternatives such as permeable pavers were previously considered.

RECOMMENDATION:

Staff recommends the Wheaton Park District Board of Commissioners approve a contract in amount of \$1,669,010 from Abbey Paving for the Community Center Parking Lot base bid and alternates 1 and 2, along with a 10% contingency of \$166,900.



Alternate #3

Alternate #2



May 31, 2023

Steve Hinchee
Superintendent of Planning
Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

RE: Wheaton Community Center Parking Lot Improvements

Dear Mr. Hinchee,

On May 25, 2023, bids were received by Wheaton Park District for the Community Center Parking Lot Improvement Project. A total of 2 contractors' submitted bids: Please see the attached bid tabulation sheet. The apparent low bidder is Abbey Paving and Sealcoating Co., Inc. out of Aurora, Illinois, with a Base Bid of \$1,426,935.00. An add Alternate 1, for partial depth pavement reconstruction, add Alternate 2 for additional curb island scope, and add Alternate 3 for expanded underground detention was provided by all bidders. The Park District has decided to proceed with Alternate 1 and Alternate 2. Abbey Paving Alternate Bid 1 was for \$158,215.00 and Alternate Bid 2 was for \$83,860.00, Abbey remains the low bidder.

Wight & Company has reviewed the project with the low bidder to confirm that they have accounted for all the scope per the bid documents. Wight reviewed references, who indicated that the projects went well, and the client would work with the low bidder again.

Based upon our evaluation of the bids, our scope review, and the references provided; Wight & Company recommends award of the contract to Abbey Paving and Sealcoating Co., Inc. in the amount of \$1,669,010.00.

Please contact me should you have any questions regarding these matters.

Respectfully submitted,

Sincerely,

WIGHT & COMPANY

A handwritten signature in black ink, appearing to read "Shawn Benson".

Shawn Benson, PE
Director



Contractor	Bid Deposit 10%			Add. 1	Add. 2	Base Bid	ALT. 1	ALT. 2	ALT. 3	Unit Costs			Notes
	Bond	Cashier's Check	Certified Check							1	2	3	
Abbey Paving	X			X	X	\$1,426,935.00	\$158,215.00	\$83,860.00	\$545,150.00	\$57.50	\$55.10	\$5.15	BASE BID + ALT. 1 & 2 \$1,669,010.00
Hoppy's	X			X	X	\$1,481,441.00	\$441,775.00	\$61,850.00	\$534,741.00	\$39.50	\$42.50	\$8.75	BASE BID + ALT. 1 & 2 \$1,985,066.00

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Hoffman Park Playground Safety Surface

DATE: May 23, 2023



SUMMARY:

As a part of the planned Hoffman Park playground replacement, playground safety surfacing must be installed. Staff is continuing to recommend unitary surfacing for consistency of safety and accessibility. Our bid specifications are written to allow for a variety of surfacing types that will meet the current standards for fall protection and accessibility.

Plans and specifications were prepared by staff and sent to 20 contractors. Bids were solicited on May 9, 2023 and they were opened on May 23, 2023. The results were as follows:

Contractor	Surface Type	Base Bid	Alternate 1- Ten Year Warranty*
Perfect Turf LLC	Art. Turf	\$86,200.00	+\$10,344.00
Innovative Sport Surfacing	Poured-in-place	\$84,444.00	included

Innovative Sport Surfacing is the lowest responsive bid for materials and installation. Lab tests were provided to demonstrate the surface meets specifications. References were checked and were favorable.

Alternate #1 requested an additional cost for a ten-year extended warranty. This is recommended to ensure the surface lasts at least half the expected life cycle of the playground equipment. (**This is done to create a level basis of bid as terms of company warranties can vary*). Innovative Sport Surfacing included a 10-year extended warranty for no charge within their base bid.

PREVIOUS COMMITTEE/BOARD ACTION:

The purchase of playground equipment from NuToys was approved at the March 15, 2023 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

\$160,000 is budgeted within the current fiscal year (40-800-818-57-5701-0000). Another \$40,000 is budgeted in accessibility funding (40-000-000-12-1224-0000) and is partly to allow

for unitary safety surfacing which is bid separately. The projects crew will perform all removals, site work (such as concrete sidewalks and curbs), and installation of the playground equipment.

The anticipated costs are as follows:

Item	Cost	
Equipment - NuToys	\$75,675.00	Purchased
Safety Surfacing	\$84,444.00	<i>Proposed</i>
Removals	\$4,800.00	Estimated
Site Furniture	\$7,000.00	Estimated
Landscape	\$5,000.00	Estimated
Misc. Site Work	\$15,000.00	Estimated
Total	\$191,919.00	

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:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve a contract for the provision and installation of the Hoffman Park Playground Safety Surfacing base bid and alternate 1 from Innovative Sport Surfacing in the amount of \$84,444.00.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Cosley Zoo Visitor's Center Deck Bid Results

DATE: May 26, 2023



SUMMARY:

The Cosley Zoo Visitor's Center Deck has exceeded its reasonable life expectancy and needs to be replaced. New handrails will also be installed to meet current ADA code requirements. The substructure and railings have been inspected and determined to be in good condition, however. There is a Unit Cost in the event any deck substructure components do need replacing.

Bid plans and specifications were sent out to the bidders on May 11, 2023. Bids were opened on May 25, 2023, and the results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Unit Cost:</u> Replace substructure components, if necessary, per L.F.
Wallfill Property Services	\$47,550	\$25
MC Building	\$49,400	\$2.75
Misfits Construction	\$66,900	\$55
Red Feather Group	\$97,500	\$37

Wallfill Property Services has successfully completed projects for the park district in the past and staff have been pleased with their work.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

Account	Description	Budget
40-800-813-57-5701-0000	Cosley Station Deck Replacement	\$45,000
40-800-813-57-5701-0000	Cosley Capital – remaining funds from previously approved projects	\$430,000

While the project was estimated to cost \$45,000, the lowest bid came in at \$47,550. However, staff is confident the remaining zoo projects can still be completed within budget.

STAKEHOLDER PROCESS:

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

LEGAL REVIEW:

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

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's accept the base bid of \$47,550 from Wallfill Property Services along with a 10% contingency of \$4,755.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Rathje Roof Rehabilitation Project Bid Results

DATE: May 23, 2023



SUMMARY:

Illinois Roof Consulting Associates (IRCA) was hired in June of 2020 to assess the condition of the Rathje preschool and garage roofs and to provide recommendations. The roofs were installed in 2000 and are comprised of asphalt shingles. The roofs have issues including deteriorated sealants, protruding nails, and no venting. Additionally, the soffit and fascia are in poor condition. It was determined that the entire roof should be replaced and that the soffit and fascia should be wrapped.

Staff worked with IRCA to prepare bid plans and specifications. Bid documents were sent out to contractors on May 9, 2023. Bids were opened on May 23, 2023, and the results were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Unit Cost: Plywood per 4' x 8' sheet</u>	<u>Unit Cost: Wood Planks per LF</u>
Red Feather Group	\$24,350	\$120	\$12
J & F Chiattello	\$39,862	\$125	\$10
Combined Roofing	\$44,750	\$160	\$10

The low bidder, Red Feather Group, has replaced several roofs in the district and staff have been pleased with the results.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A.

REVENUE OR FUNDING IMPLICATIONS:

<u>Account</u>	<u>Description</u>	<u>Budget</u>
40-800-828-57-5701-0000	Capital – Rathje	\$35,000

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:

IRCA bid summary.

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's accept the base bid of \$24,350 from Red Feather Group along with a 10% contingency of \$2,435.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: 2023 IEPA 319 Grant Application – Atten Park

DATE: May 31, 2023



SUMMARY:

The Wheaton Sanitary District has been proceeding with streambank stabilization of the Springbrook creek through their facility. They obtained a grant that is funding nearly 60% of this work and extended this value to a section of the streambank that is on park district property. We would like to apply for funding through the 319 program to stabilize the remainder of the creek through Atten Park. The application is due August 1.

Approximately 1,100 linear feet of Springbrook Creek exists between Atten Park and Cantigny youth links. We each own to the center of the creek. Cantigny has been experiencing erosion on their side that is beginning to threaten features of the youth links.

Additionally, this section contains the old deteriorating farm bridge. The city and county have indicated that it is our responsibility (along with Cantigny) to replace its function as a part of stormwater management. This grant could assist with that as well.

It should be noted that there is a remaining 3,800 linear feet to St. James Forest Preserve where another 319 project was completed. It is a mix of FPDDC and private ownership. After speaking with the sanitary district, one of the neighbors reached out to me about this project and the potential to extend it. If this were to occur, I feel another government agency with jurisdiction over that section would need to be involved.

PREVIOUS COMMITTEE/BOARD ACTION:

It has been previously requested that we obtain board approval prior to applying for any grants.

In October 2022, the board approved up to \$50,000 for the sanitary district to stabilize the Springbrook creek in Atten Park.

REVENUE OR FUNDING IMPLICATIONS:

Extending the unit costs the sanitary district obtained for their project along with our previous estimate to replace the function of the farm bridge, a conservative estimate for the project would be less than \$1,000,000. With a 40% local match split between Cantigny and the park district, our commitment is expected to be less than \$200,000.

STAKEHOLDER PROCESS:

The Wheaton Sanitary District has been very helpful in sharing information related to this grant. We met with representatives from Cantigny who are enthusiastic about this project. They would need to obtain approval from their management to be a part of this.

LEGAL REVIEW:

N/A

ATTACHMENTS:

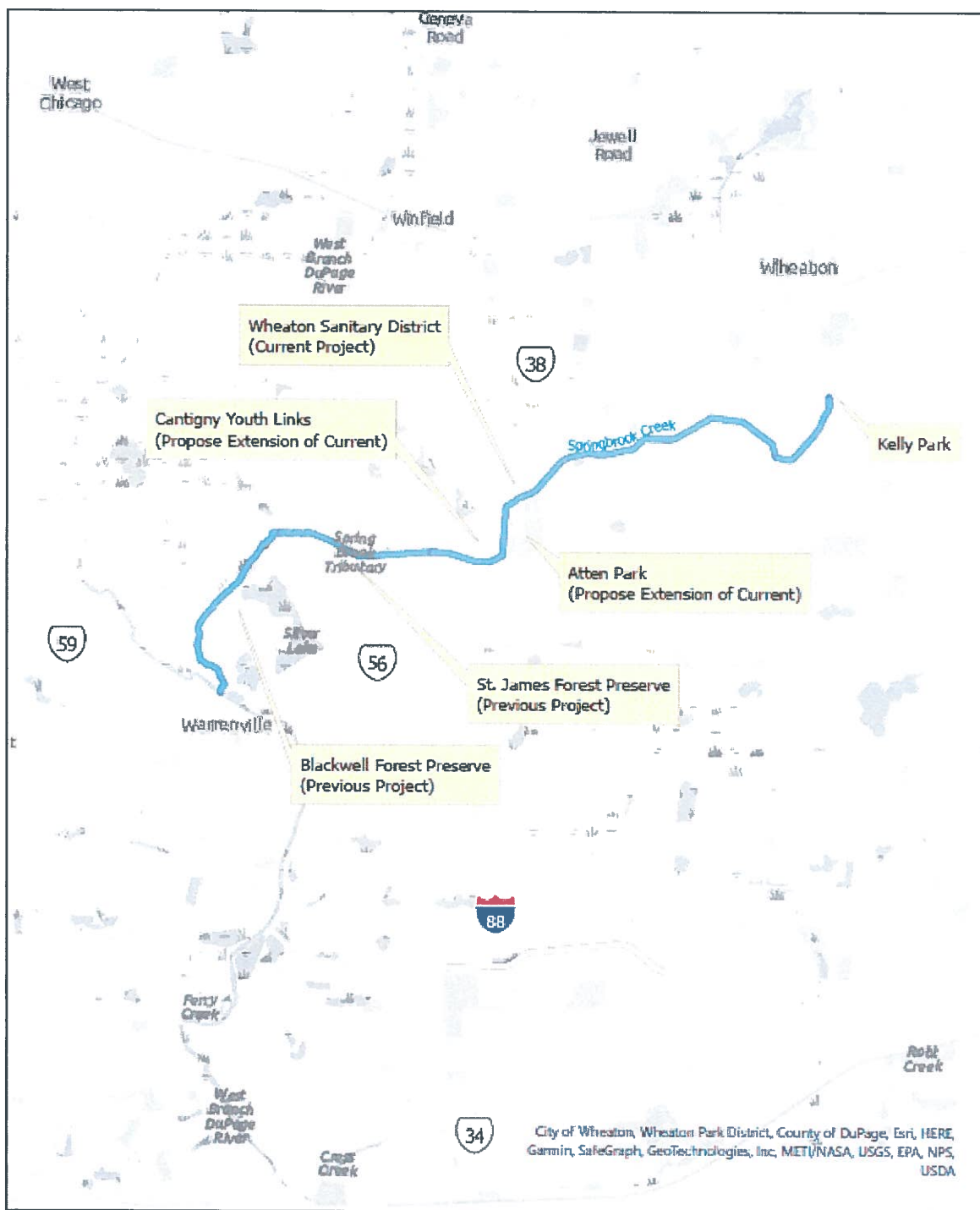
Plan views of the area proposed

ALTERNATIVES:

If we do not apply for this funding, we will need to deal with the bridge at some point and Cantigny will have to address their erosion.

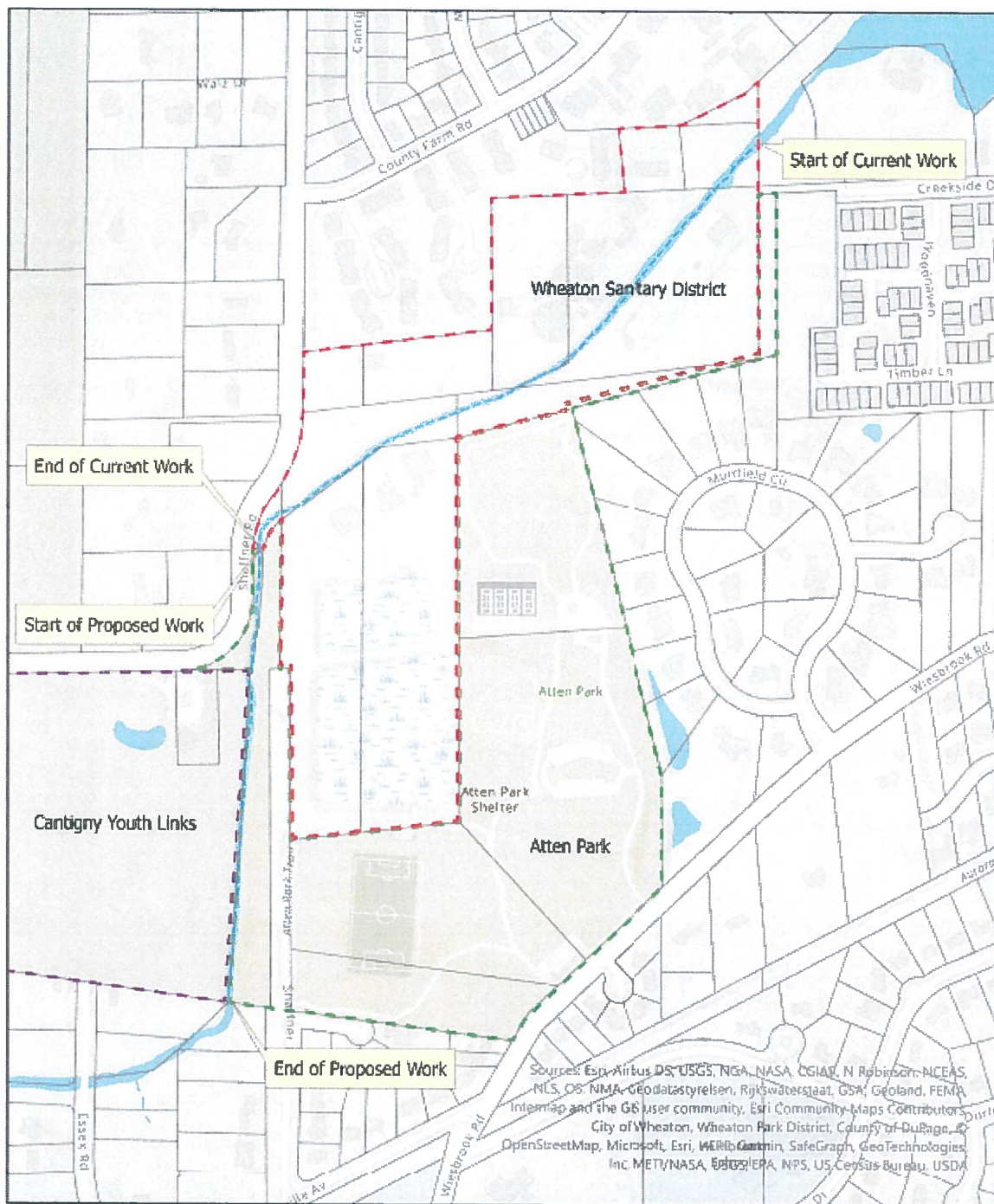
RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve the application for the 2023 IEPA 319 grant for Atten Park Streambank Stabilization.



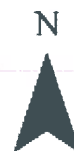
Springbrook Creek Overview

0 0.25 0.5 1 1.5 2 Miles



Springbrook Creek Site Map

0 125 250 500 750 1,000
Feet



TO: Board of Commissioners
FROM: Carolyn Wilkin, Special Event Manager
Dan Novak, Director of Athletics & Facilities



THROUGH: Mike Benard, Executive Director
RE: 2023 Memorial Park/Central Athletic Complex Special Events
DATE: June 7, 2023

SUMMARY: Staff seeks the board's approval to serve liquor (beer/wine) at Memorial Park and the Central Athletic Complex for the following park district special events:

Northwestern Memorial Park Rental	Sunday, July 23
October Fest	Saturday, September 30

Staff proposes the beer garden areas to include the entire footprint of Memorial Park and the Central Athletic Complex, as it has in previous years.

Park Rental 2023

Northwestern Medicine has rented Memorial Park for their annual picnic for numerous years. Arrowhead will manage the beer and wine sales for this event between the hours of 12 and 4 pm on Sunday, July 23.

October Fest 2023

This event will return to the Central Athletic Complex fields this year. Beer and wine sales will be available from 3 to 9:30 pm.

REVENUE IMPLICATIONS

At October Fest, beer and wine will be sold through one controlled concession area. Beer and wine will cost \$6.00 per unit.

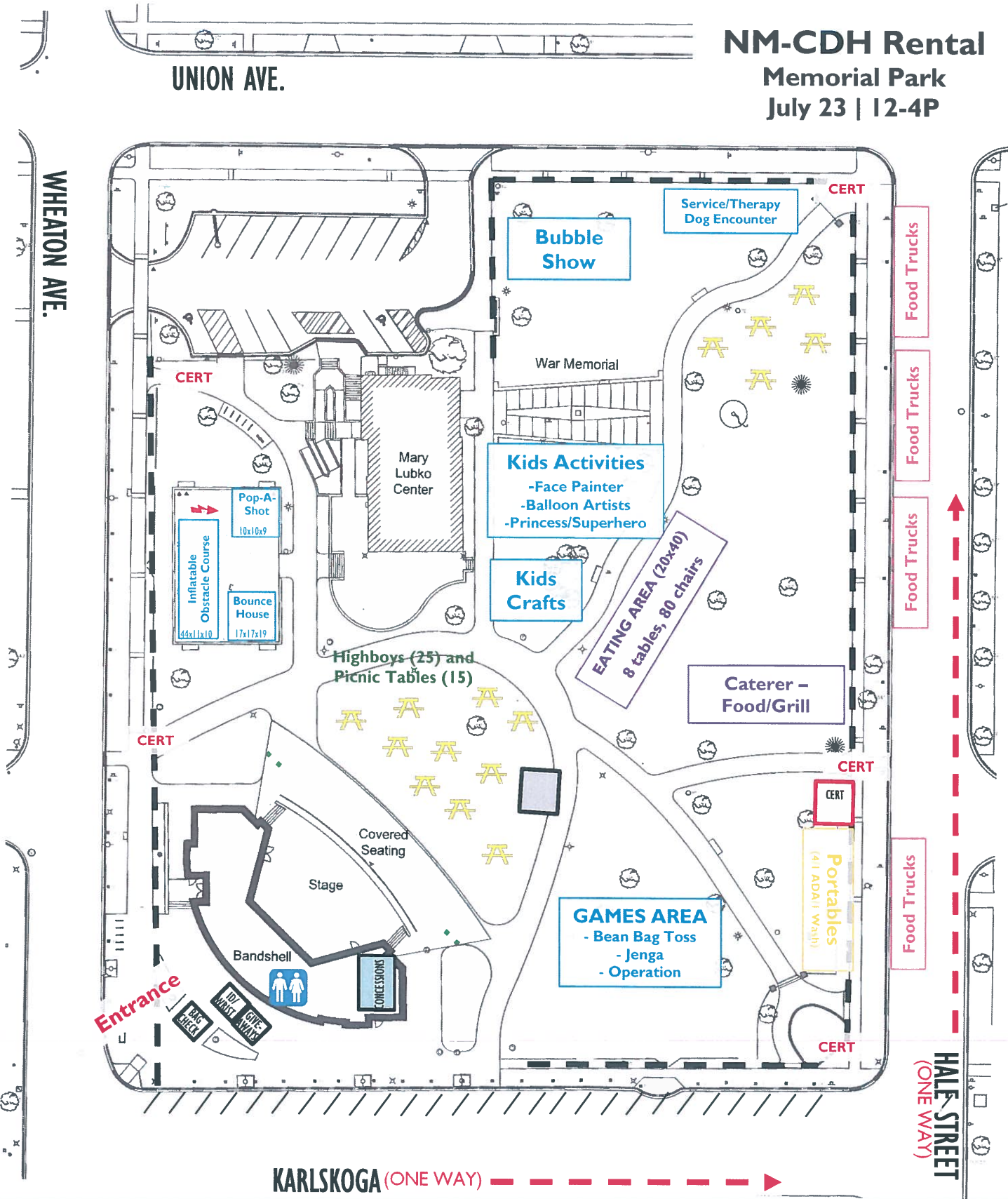
ATTACHMENTS:

- (1) Map of Projected Plan for Northwestern Medicine Park Rental +
- (2) Map of Projected Plan for October Fest

RECOMMENDATION: Staff seek board approval to serve beer and wine within the fenced perimeter of Memorial Park and Central Athletic Complex for 2023 special events: Northwestern Medicine Park Rental and October Fest.

Attachment 1: Northwestern Medicine Rental 2023

NM-CDH Rental
Memorial Park
July 23 | 12-4P



Attachment 2: October Fest 2023

