



PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wednesday July 7, 2021 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187**

Public Notice Date July 2, 2021

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 pm on Wednesday July 7, 2021 at 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 July 7, 2021 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 **July 7, 2021 5:00 pm**

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

CALL TO ORDER

DISCUSSION ITEMS

Finance and Administration

1. Presentation – Wintrust Investment Advisors
2. Presentation – PMA Investment Advisors
3. 2021 Park Board Meeting Schedules
4. Temp Staffing Services Agreement – Arrowhead Golf Club
5. Expense over \$10,000 – Brewfest Event Supplies

Buildings and Grounds

1. City of Wheaton Planning and Zoning Board Public Hearing Concerning Marianos Property Adjacent to Central Park – July 13, 2021 at 7:00 pm
2. Wheaton Sanitary District Northside Interceptor Project – Lincoln Marsh Easement
3. Materials Purchase – Arrowhead Building Cedar Siding
4. Request for Approval of the Sale of Beer on Park Property – Oktoberfest
5. Play Equipment Purchase and Installation – Play for All Playground
6. HVAC Equipment Purchase and Installation – Park Services Center Roof Top Units
7. Resolution 2021-07 OSLAD Grant Application Authorization

CLOSED SESSION

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, 5ILCS 120/2 (c) (1)
- b. Purchase or Lease of Real Property, 5ILCS 120/2 (c) (5)
- c. Setting of Price for Sale or Lease of Property Owned by the Public Body, 5ILCS 120/2 (c) (6)
- d. Pending, probable or imminent litigation, 5ILCS 120/ 2 (c) (11)
- e. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes, 5 ILCS 120/2(c) (21)

ADJOURNMENT

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

TO: Wheaton Park District Board of Park Commissioners

FROM: Sandra Simpson and Rita A. Trainor

THROUGH: Mike Benard

RE: Investment Review and Investment Advisor Presentations

DATE: July 7, 2021

SUMMARY: Per the Board's previous direction, it is time for us to bring competing investment advisors to present investment recommendations that comply with the established investment policy of the District.

PREVIOUS COMMITTEE/BOARD ACTION: The Board had previously agreed to permit a delay, due to COVID, in having competing investment advisors come to a Finance Committee meeting to present their respective investment proposals for the District.

REVENUE OR FUNDING IMPLICATIONS: It is not anticipated that there will be any notable change in return as the District's investment policy and risk profile significantly and appropriately limit the investment options available. We currently utilize a CD ladder approach to meet cash flow needs. In addition, we have collateralized money market funds at WB&T and PMA.

STAKEHOLDER PROCESS: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: The current version of the District's investment policy is attached.

ALTERNATIVES: N/A

RECOMMENDATION: Staff has arranged for representatives from Wintrust (our current bank) and PMA (our current investment advisor) to come to the July 7th meeting. PMA will present at 5 PM and Wintrust at 5:30 PM. Both advisors previously presented the last time we went through this process.

We are very happy with our current advisor and have appreciated the extra support they have provided, such as notifying us of changes that have happened in the Illinois compiled statutes that impact local government investments.

We have also had a very positive experience with our current banking partner in our banking relationship.

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.



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**Board of
Commissioners**

Bob Frey

John Kelly

William Barrett

Kevin Fahey

Terry A. Mee

Ray Morrill

John Vires

Executive Director

Michael Benard

630.510.4845

Community Center

630.690.4880

Administration

102 E. Wesley Street

Wheaton, IL 60187



BUILDINGS GROUNDS & FINANCE SUBCOMMITTEE MEETING SCHEDULE 2021

Updated July 21, 2021

The Wheaton Park District Board of Commissioners Buildings Grounds and Finance Subcommittee meetings for the year 2021 will be held on the following dates. The Buildings Grounds and Finance Subcommittee meetings typically will take place on the second Wednesday of each month at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL, Beginning at 5:00 p.m. **Please note deviations below in bold.**

January 13 Buildings Grounds & Finance Meeting Held via Zoom Teleconference

February 10 Building Grounds & Finance Meeting

March 3 Buildings Grounds & Finance Meeting

April 7 Buildings Grounds & Finance Meeting

May 5 Buildings Grounds & Finance Meeting

June 2 Buildings Grounds & Finance Meeting

July 7 Buildings Grounds & Finance Meeting

August 4 — Buildings Grounds & Finance Meeting CANCELED

September 1 Buildings Grounds & Finance Meeting

October 6 Buildings Grounds & Finance Meeting- Meeting held at Cosley Zoo Keibler Barn

November 3 Buildings Grounds & Finance Meeting

December 1 Buildings Grounds & Finance Meeting

Respectfully Submitted

Michael Benard
Board Secretary

NO FINAL ACTION WILL BE TAKEN AT THIS SUBCOMMITTEE MEETING. A BOARD SUBCOMMITTEE IS MADE UP OF AT LEAST TWO OF SEVEN PARK COMMISSIONERS

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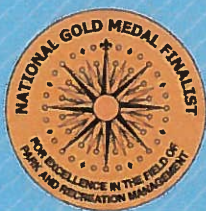
**Board of
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Administration
102 E. Wesley Street
Wheaton, IL 60187



REGULAR MEETING SCHEDULE 2021 Updated July 21, 2021

The Wheaton Park District Board of Commissioners regular meetings for the year 2021 will be held on the following dates. The regular board meetings typically will typically take place on the third Wednesday of each month in the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, IL. All meetings will begin at 5 p.m. **Please note deviations below in bold.**

| | |
|----------------------|---|
| January 20 | Regular Meeting Held Via Zoom Teleconference |
| February 17 | Regular Meeting |
| March 17 | Regular Meeting |
| April 21 | Regular Meeting |
| May 19 | Regular Meeting |
| June 16 | Regular Meeting- |
| July 21 | Regular Meeting |
| August 18 | Regular Meeting CANCELED |
| September 15 | Regular Meeting |
| October 20 | Regular Meeting |
| November 17 | Regular Meeting |
| December 15 | Regular Meeting |

Respectfully Submitted,

Michael Benard
Board Secretary

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.

TO: Board of Commissioners
FROM: Andy Bendy, Director of Special Facilities
THROUGH: Michael Benard, Executive Director
RE: Arrowhead Temp Service Agreement
DATE: July 7, 2021



SUMMARY:

Staff is currently using All Team Staffing, Aurora, IL services to fill in the vacant roles in the kitchen, dish room, banquets, and banquet bartenders. All Team Staffing has played an intricate role in assisting us in the kitchen and restaurant over the past three years. Staff has been pleased with the level of professionalism and work ethic provided by All Team Staffing employees and its management team. Staff is seeking an updated three-year agreement with the revised hourly rates.

This service is only used on an as-needed basis.

| | 2018 | 2021 |
|--|---------|---------|
| <u>All Team Staffing – Rates per hour</u> | | |
| Dishwashers | \$15.97 | \$19.80 |
| Banquet Captain | \$23.97 | \$26.97 |
| Banquet Server | \$20.97 | \$23.97 |
| Bartender | \$20.97 | \$23.97 |
| Sous Chef | \$20.97 | \$27.97 |

REVENUE OR FUNDING IMPLICATIONS:

Funds have been budgeted in the Food and Beverage Contractual Other Account: 60-612-000-52-5210-0000.

LEGAL REVIEW:

1. The All Team Staffing Agreement has been reviewed and revised by legal counsel
2. A formal bid process is not required by law for a service of this type per legal counsel:
Contracts which, by their nature, are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part..

RECOMMENDATION:

Staff seeks Board of Commissioners approval of a new three-year agreement with All Team Staffing 2021-2023



STAFFING AGREEMENT

This Staffing Agreement is made and entered into on this 27th day of May, 2021 ("Effective Date"), by and between All Team Staffing ("All Team"), and Wheaton Park District ("Client"). Client wishes to retain All Team to provide temporary staffing services and All Team desires to provide Client temporary staffing services based on the terms and conditions of this Agreement. For purposes of this Agreement, "Contract Employee(s)" shall mean All Team employee(s) temporarily placed with Client to work at site(s) designated by Client.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, All Team and Client agree as follows:

1. This Agreement shall commence on the Effective Date and continue for an initial term of 3 years, ("Term") unless terminated earlier as provided herein.
2. All Team shall provide to Client one or more Contract Employee(s) as requested by Client from time to time. All Team shall recruit, screen, test and reference check all Contract Employees performing work assignments through All Team for Client. Prior to the assignment of any Contract Employee to Client, All Team, at its sole cost and expense, shall conduct and provide proof of background checks conducted on all Contract Employees that will be assigned to Client and will be required to certify that no Contract Employee has been convicted of a crime that would make him/her ineligible to be employed by the Client in accordance with 70 ILCS 1205/8-23.
3. All Team in the performance of this Agreement, is acting as an independent contractor. Contract Employees are not Client's employees, but are the employees of All Team and, as such, All Team shall be responsible for all employment matters related to Contract Employees, including but not limited to the payment of all compensation, insurance liability, and benefits to Contract Employees. All Team shall also be responsible for all federal, state and local taxes, charges, and fees associated with Contract Employees. Client shall not be responsible for payment of any taxes associated with Contract Employees or for any insurance, workers



compensation, social security, unemployment, vacation or sick days, or other benefits provided to Contract Employees by All Team.

4. All Team shall procure and maintain for the Term of this Agreement, the insurance of the types and amounts set forth in the General Conditions. Each Contract Employee shall be covered under All Team's insurance policies.
5. All Team shall adhere to all federal, state and county laws regarding completion of I-9 and verification and W-4 information for each Contract Employee sent to Client.
6. All Team shall comply with all state and federal employment laws, including but not limited to wage and hour laws, record retention laws, equal employment laws, workers compensation, all laws regarding nondiscrimination, and all other applicable employment laws in the employment of Contract Employees assigned to Client.
7. All Team shall schedule the correct number of Contract Employees based on Client's needs. All Team reserves the right to overbook for orders of more than 10 people by up to 10%. If, when overbooking, Client should not need the excess Contract Employee(s), All Team shall bear the cost of the excess Contract Employee(s) scheduled. However, if Client wishes to use the excess Contract Employee(s), they shall be billed at the appropriate rate.
8. All Team shall submit weekly to Client, an invoice containing, at a minimum, the following: week-ending date or date of work completed, Contract Employee names, bill rate, and correct hours for each employee. Billing is based on a work week beginning on Monday and ending Sunday.
9. All Team shall adhere and shall cause all Contract Employees to adhere to the employee standards, policies, rules and regulations set by Client. If, for any reason, a Contract Employee does not meet the standards set by Client, a notification to All Team must be made within the first 2 hours of the shift, and All Team will find a replacement Contract Employee immediately upon request, and Client shall not pay for the time worked by the Contract Employee replaced.
10. This Agreement may be terminated by Client:



- a) Upon seven (7) days prior written notice to All Team for any reason. In the event of termination in accordance with this Section 10.a, Client will pay for all services actually and properly rendered by Contract Employees to Client through the date of termination and this payment shall be in full satisfaction of any and all claims by All Team against Client.
 - b) Immediately due to All Team's breach or default of its obligations pursuant to this Agreement. In the event of termination in accordance with Section 10.b, All Team shall pay all reasonable costs incurred by Client as the result of said breach or default, including but not limited to reasonable attorneys' fees.
11. All Team shall indemnify and hold harmless Client and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the services provided by All Team, its officers, directors, employees, the Contract Employees and agents, pursuant to this Agreement, including but not limited to any accident, injury, damage, property loss or theft unless it is caused in part by Client, or arising from or in any way connected with any act, omission, wrongful act or negligence of All Team, its officers, director, employees, Contract Employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to Client. All Team shall similarly protect, indemnify and hold and save harmless Client, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of All Team's breach of any of its obligations under any provision of this Agreement.
 12. Client is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any Contract Employees, or for any damage to, destruction, theft or misappropriation of any property relating in any way, directly or indirectly, to All Team's obligations under this Agreement. Client is not responsible for acts or omissions of All Team or any Contract Employees.



13. This Agreement shall not be assigned by all Team without prior written consent of Client.
14. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of Client and/or All Team.
15. All Team and Client agree to the terms set forth in "General Conditions," attached to and incorporated as part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this agreement on this the 27th day of May, 2021.

All Team Staffing

By: Patrick Tijerina

Signature: _____

Title: Director of Operations

Address:
1885 N. Farnsworth
Aurora, IL 60505

Wheaton Park District (Client)

By: _____

Signature: _____

Title: _____

Address:
102 E. Wesley Street
Wheaton, IL 60187



General Conditions

1. Client agrees to work Contract Employees a minimum of 4 hours for each scheduled shift, provided Contract Employee is on time and in proper uniform.
2. Client agrees to pay for the actual hours worked by Contract Employees assigned to Client in a given week. Work weeks will begin on Monday and end on Sunday. Hours worked over 40 are billed at billing rate times 1.5. The following days, Easter, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve & New Year's Day will be billed at billing rate times 1.5.
3. Client agrees to give ample notice in the case of a cancellation. For single Contract Employee orders, this must be done at least 5 hours prior to the beginning of a shift. For multiple Contract Employee orders, cancellation must be 24 hours prior to scheduled event. For orders of 25 or more, at least 48 hours' notice must be given. All Team reserves the right to charge Client the 4 hours minimum for each Contract Employee if cancellation is not received with ample notice in accordance with this Section 3 of these General Conditions.
4. Client agrees that Contract Employees sent by or referred by All Team in the past and during the Term of this Agreement, are All Team employees, and shall remain All Team employees. Any Contract Employee sent by All Team shall remain an All Team referral for a period of 6 months following the last date worked with Client. Any Contract Employee hired by Client either directly or indirectly within those 6 months shall be billed at 100 times bill rate.



5. Client agrees to pay for services rendered pursuant to this Agreement in accordance with the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.*
6. Client may only hire directly with no additional fee any Contract Employee who has completed 520 hours, within a 6-month period.
7. Should Client wish to convert a Contract Employee prior to 520 hours, the conversion rate shall be hourly billing rate times 100. Hours worked previously will be deducted by percentage of 520 hours. Client shall notify All Team the week prior to converting a Contract Employee.
8. Bill rate per hour for each position is attached to and incorporated to this Agreement as **Exhibit A**.
9. All Team shall procure and maintain insurance of the types and in the amounts set forth in **Exhibit B**, attached to and incorporated as part of this Agreement by reference.



Exhibit A - Billing Rates and Conversions

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

Banquet Captain \$26.97
Banquet Server \$23.97
Bartender \$23.97
Chef \$33.97
Sous Chef \$27.97
Food Runner \$20.80
Dish/Utility \$19.80

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

2. Client may only hire directly, with no additional fee, any employee who has completed 520 hours, within a 6-month period.
3. Should Client wish to convert an employee prior to completion of the 520 hours, the conversion fee shall be calculated as follows:
 - Current bill rate multiplied by 100, divided by 520 for a conversion rate per hour. Multiply the conversion rate per hour by the difference between 520 hours and the actual hours worked. (Ex.



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

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

Exhibit B – Insurance Requirements

[insert standard insurance requirements and/or insurance requirements utilized with prior agreement]

TO: Board of Commissioners

FROM: Amy Seklecki, Superintendent of Marketing & Special Events
Margie Wilhelmi, Director of Marketing & Special Events

THROUGH: Michael Benard, Executive Director

RE: Payment to Euclid Beverage for Brew Fest

DATE: July 21, 2021



SUMMARY:

Staff seeks board approval for payment to Euclid Beverage in the amount not to exceed \$14,000.00 for the purchase of craft beer for the Wheaton Brew Fest event on August 7th, 2021. This amount represents beer purchase, equipment rental, keg deposits and service charge. Final amount owed to Euclid will be determined once the final beer menu is approved.

In 2019 the Board of Commissioners approved a not to exceed in the amount of \$14,000 for the purchase of craft beer for Wheaton Brew Fest with Euclid Beverage.

Euclid Beverage has partnered with the district on this event for the last nine years. They distribute for a wide variety of local and national breweries. This year's list included 25 breweries and approximately 50 varietals.

REVENUE OR FUNDING IMPLICATIONS:

In 2019, the Wheaton Park District netted \$12,563.71 which is a 50% split with our event partner, CASA of DuPage County.
Brewfest was canceled in 2020.

RECOMMENDATION:

Staff requests the Board of Commissioners' approval for payment not to exceed \$14,000.00 to Euclid Beverage.

NOTICE OF PUBLIC HEARING

The Wheaton Planning and Zoning Board will hold a public hearing on Tuesday, July 13, 2021 at 7:00 p.m. in the Council Chambers of the Wheaton City Hall, 303 West Wesley Street, Wheaton, Illinois, in-person and via zoom at <https://us02web.zoom.us/j/84999755261> or dial (312) 626-6799, Meeting ID: 849 9975 5261, Passcode: 297314 to consider the following zoning application:

Zoning Application #21-16. An application requesting an amendment to an existing Planned Unit Development (Ordinance No. F-1706) to allow the construction and use of a convenience filling station (gasoline station) consisting of seven fuel dispensers, fuel canopy, parking area, and transaction kiosk in lieu of an existing employee parking lot, all on property located at the northwest corner of Roosevelt Road and Main Street and commonly known as 600 S. Main Street.

The application has been submitted by Roundy's Illinois, LLC, doing business as Mariano's, 875 E. Wisconsin Avenue, Milwaukee, WI 53202 on behalf of the property owner, Realty Income Illinois Properties 3, LLC, 11995 El Camino Real, San Diego, CA 92130.

The property that is the subject of the amendment to an existing Planned Unit Development is legally described as:

LOT 6 IN MARIANO'S RESUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 2012 AS DOCUMENT R2012-124927, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-16-337-022

The subject property is located at the northwest corner of Roosevelt Road and Main Street and commonly known as 600 S. Main Street, Wheaton, IL 60187.

At the public hearing, anyone wishing to make a public statement will be encouraged to do so. Written comments may be submitted to the Board prior to or at the public hearing. A copy of the application is available for review in the office of the Director of Planning and Economic Development, 303 West Wesley Street, Wheaton, Illinois during normal business hours.

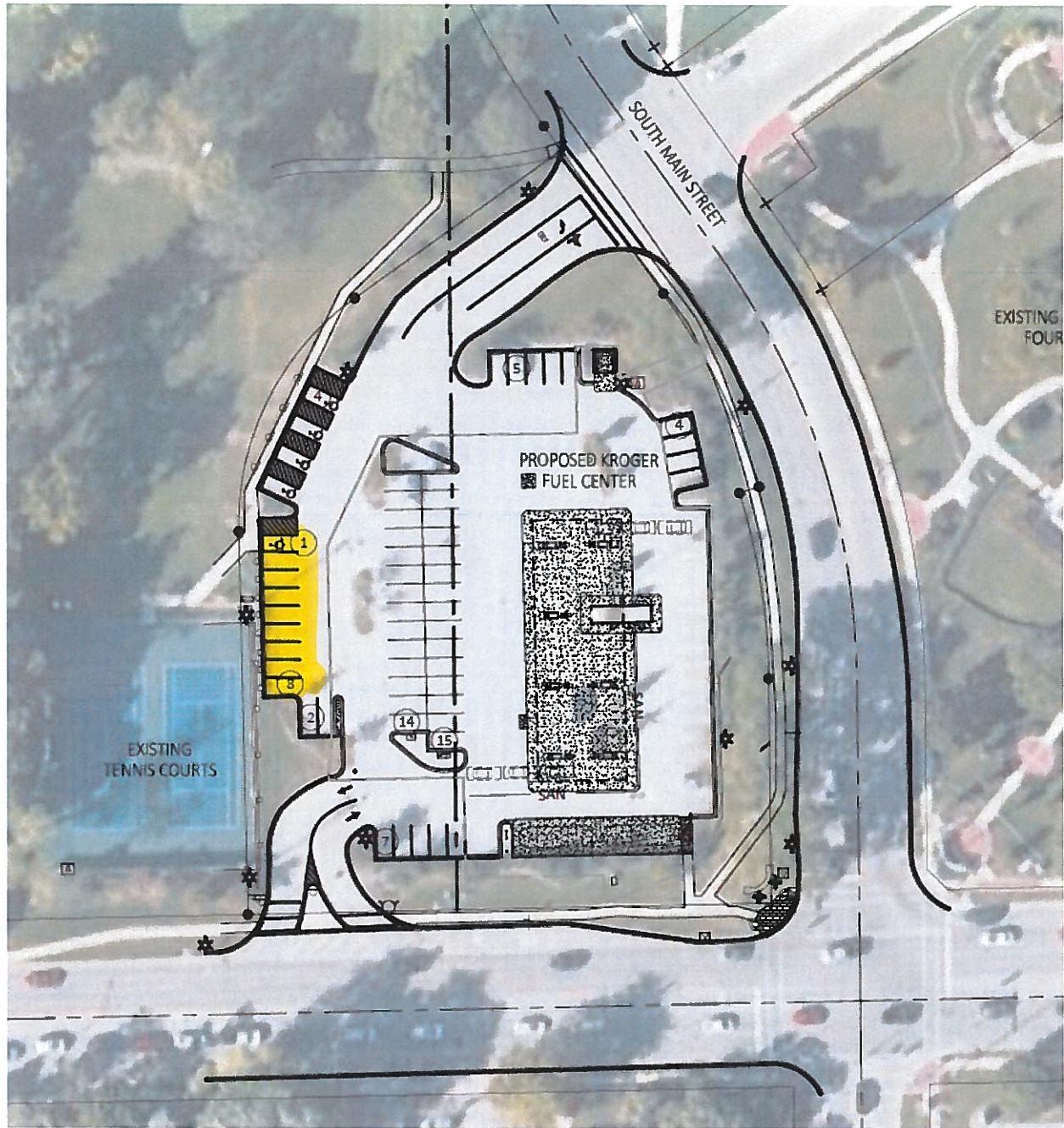
Nicole Aranas, Chair
Wheaton Planning and Zoning Board



WHEATON MAYOR PHILIP J. SUESS

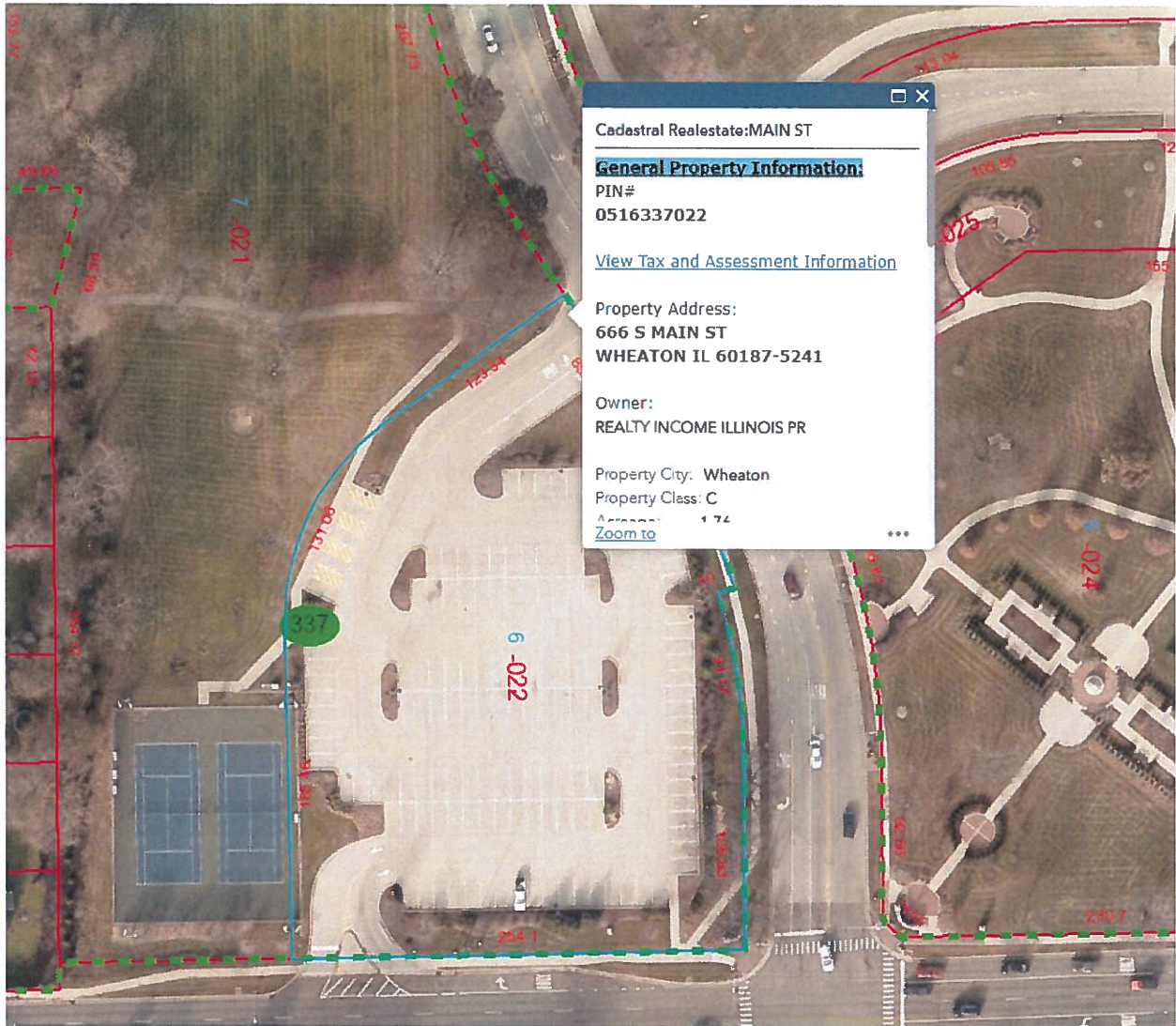
CITY MANAGER MICHAEL DZUGAN

CITY COUNCIL: MICHAEL BARBIER | ERICA BRAY-PARKER | SCOTT BROWN | SUZANNE FITCH | LYNN ROBBINS | SCOTT WELLER



highlighted area = current wpd parking spaces
per easement

Current



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Wheaton Sanitary District Northside Interceptor Project – Trail Easement

DATE: June 29, 2021



SUMMARY:

The Wheaton Sanitary District (WSD) is proceeding with installation of the new Interceptor line extending from their plant north including portions through the Lincoln Marsh and Northside Park. Easements have previously been negotiated and approved by the board for the majority of this work.

During recent surveying for this construction, it was discovered that a portion of the wood chip path through the Lincoln Marsh is encroaching on our neighbor to the south – the former ACME Screw warehouse. The city and county aerial maps indicated that only a couple of feet extended over the property line. The surveying by the sanitary district project indicates it could be closer to 10' over the line.

Sanitary District staff brought this to our attention as the work they will do will impact this area and their contractor is obligated to restore it in the same condition it was existing before. They would like to see this situation resolved prior to it becoming a concern with the neighboring property owner.

The initial response to this problem would be move the path back onto the park district (jointly owned with the Forest Preserved District of DuPage County) property. However, the grade drops off significantly into an area that is wetland. Proper grading and impact to the wetland plants would require engineering and permitting through DuPage County including potential mitigation for impacts. Based on previous experience, this could be costly and time consuming.

There are two other options that should be explored – acquiring an easement or an outright purchase. The Sanitary District has already acquired a more extensive easement through the property including below the area in question. This easement, combined with the fact that the area is wetland buffer, means the property is unbuildable and subsequently has a low value. This

is favorable for acquiring an easement or purchase. Unfortunately, the sanitary district easement was acquired through condemnation. It is uncertain whether the owner would be receptive to negotiation with the park district. If they are, this may be a more cost-effective solution than moving the path.

PREVIOUS COMMITTEE/BOARD ACTION:

The board granted the Wheaton Sanitary District a License Access agreement in February 2015 to engineer portions of this project.

Easements for Atten Park and Roosevelt and Hazelton were approved in November 2016.

Easements within the Lincoln Marsh were previously approved in January and May 2017.

An Easement adjacent to ACME was approved in September 2017.

REVENUE OR FUNDING IMPLICATIONS:

The Sanitary District paid more than the appraised value for their easement of approximately \$50,000. It is believed our additional easement would be a small fraction of this value.

STAKEHOLDER PROCESS:

We will need to work jointly with the WSD and FPDDC on this since the WSD is actively working within the area and the FPDDC could be a co-owner with us.

LEGAL REVIEW:

We would need legal assistance depending on how we proceed.

ATTACHMENTS:

DuPage County Aerial

Survey information from Baxter & Woodman

Plan Sheet of NSI from Baxter & Woodman indicating easements acquired and wetland areas

ALTERNATIVES:

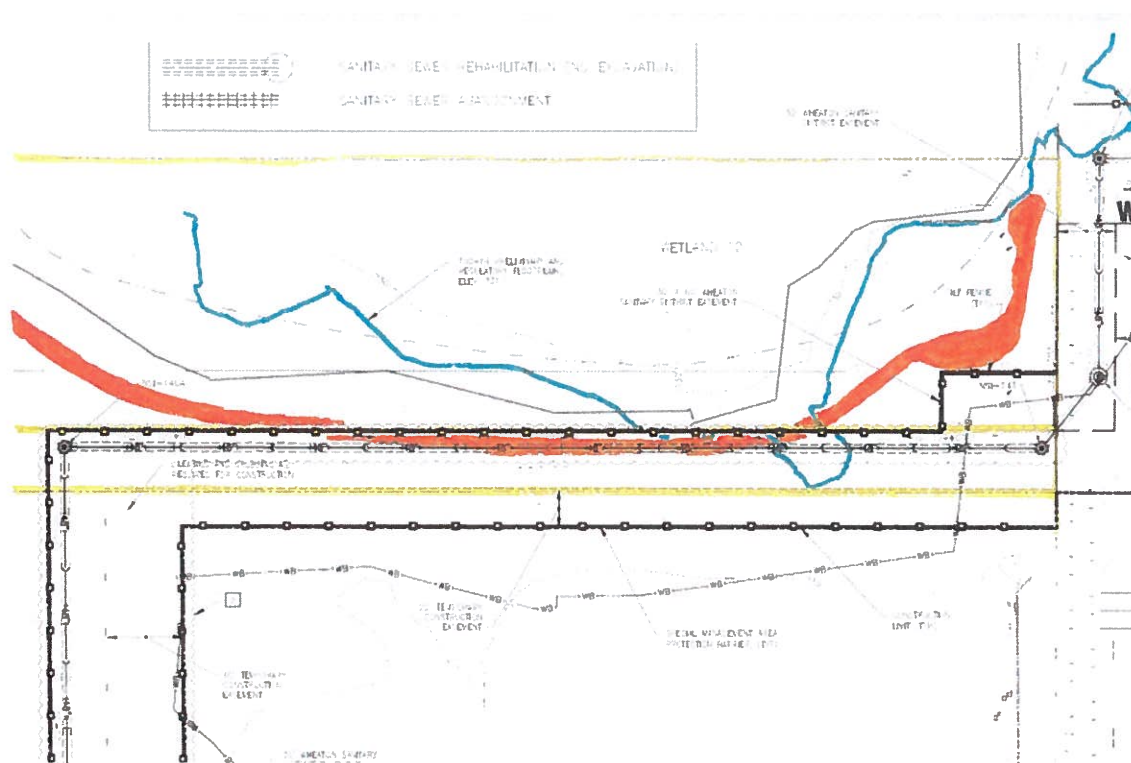
N/A

RECOMMENDATION:

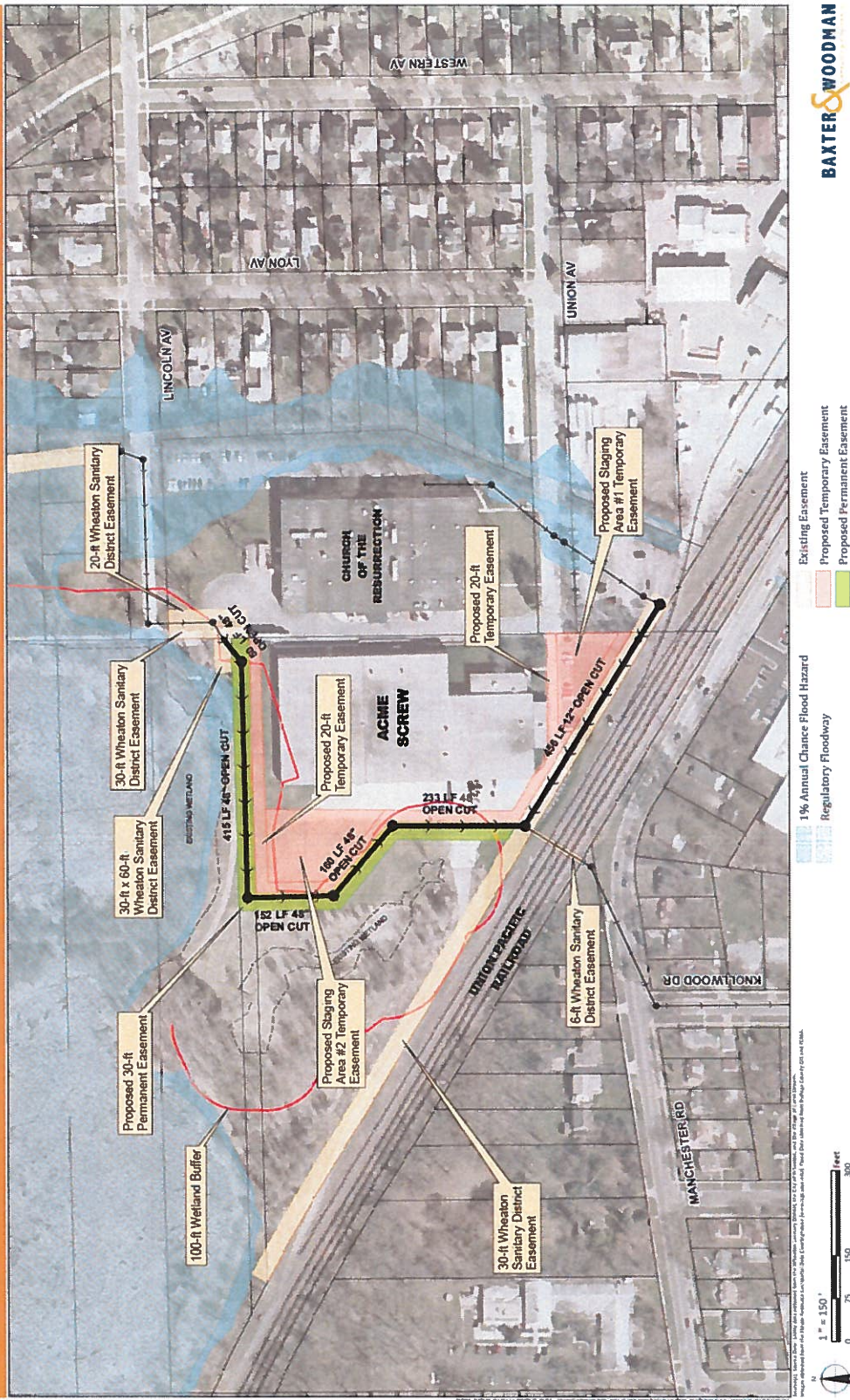
It is recommended that the Wheaton Park District approach the adjacent property owner regarding the potential for an easement or acquisition for the current path location.



DuPage County Website Aerial



Surveyed Construction Plans from WSD



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Arrowhead Siding Warranty Settlement

DATE: June 22, 2021



SUMMARY:

Earlier this spring, staff at Arrowhead identified that there were several sections of the cedar shake siding that was damaged or coming off the building. The most significant areas are the south and west side of the clocktower and the east end of the building over the loading dock.

Our facilities staff developed some plans for patching the damaged area with new sections of siding. Prior to initiating this work, we reached out to the builder, architect, and manufacturer to identify the problem and determine if this unreasonable deterioration considering the age of the building.

The builder and architect were very responsive and, following a meeting onsite, identified the problem appears primarily isolated to areas where there is a metal drip edge above that allows water to be directed to the siding below.

On June 2, the manufacturer's representative for Shakertown visited the Arrowhead to review the condition of the siding. They had been in previous contact and indicated we could be covered under the current 25-year warranty for their product. The specific language in the warranty includes the following:

"...refund a pro-rata portion of the amount the original homeowner paid for the panels and shall not include any labor charges. Refunds will be determined by pro-rating the original material purchase price of the panels based upon the percentage of the warranty period remaining."

They have offered to provide \$35,000 worth of product for \$25,000, a discount of approximately 29%. They have indicated a much smaller amount of product failed but are providing the discount on more product since it is necessary to remove all sides of the clocktower and east side of the building to replace the failed siding.

Given that we must match the existing style of the building, there are no comparable products with which to get other quotes. Buying direct from the manufacturer with the discount offered is believed to be the most effective way of purchasing this material.

PREVIOUS COMMITTEE/BOARD ACTION:

Summary of the situation and correspondence were provided at the May 5, 2021 and June 2, 2021 subcommittee meetings.

REVENUE OR FUNDING IMPLICATIONS:

Funds are not currently budgeted for these repairs. In addition to the recommend cost for siding material, we are intending to have our facilities staff complete this work. It is estimated to take 320 hours (4 people x 2 weeks) to complete. We will need to rent a lift at a cost of approximately \$1,200 and miscellaneous materials and supplies will be needed.

STAKEHOLDER PROCESS:

Arrowhead staff has been involved throughout this process.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Sales Quote dated 6/3/2021

Correspondence dated 6/11/2021

ALTERNATIVES:

We have considered replacement with other products, but there are significant concerns with altering the look of the building and the overall cost of such a change.

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the purchase of 90 bundles of Shakertown Siding for Arrowhead Golf Clubhouse in the amount of \$25,000.

SHAKERTOWN
PO BOX 400
WINLOCK, WA 98596
USA

Telephone: 360-785-3501

Sales Quote

| | |
|-----------------|---------|
| Sales Quote No. | 50799 |
| Customer No. | SHAKREP |

| |
|----------------|
| Bill To |
| SHAKERTOWN REP |

| |
|--|
| Ship To |
| ARROWWOOD GOLF CLUB 1000 MANCHESTER ROAD WHEATON, IL 60187 |

Contact:
Telephone:
E-mail:

Contact: ROBERT SPERL
Telephone:
E-mail: rsperl@wheatonparks.org

| Quote Date | Ship Via | F.O.B. | Customer PO Number | Payment Method | |
|----------------|------------------|-------------|--|---------------------------|----------------|
| 06/03/21 | YRC | DESTINATION | | 1% 10 ADI (ADF), NET 11th | |
| Entered By | | Salesperson | Ordered By | Resale Number | |
| Mark Rutledge | | | MARK RUTLEDGE | | |
| Order Quantity | Approve Quantity | Tax | Item Number / Description | Unit Price | Extended Price |
| 90.000 | 90.000 | N | PANCRFKEYEB7PRMGRY U of M : BUNDLE 8' CRAFTSMAN KEYWAY EVEN BUTT 7" EXPOSURE-PRIMED GREY Warehouse: MAIN | 388.9900 | 35,009.10 |
| 1.0000 | 1.0000 | Y | WARRANTY DISCOUNT WARRANTY DISCOUNT Warehouse: MAIN YRC: 61707347 | -10,009.1000 | -10,009.10 |

| | |
|------------|-------------|
| Print Date | 06/03/21 |
| Print Time | 12:06:07 PM |
| Page No. | 1 |

Printed By: Mark Rutledge

| | |
|-------------|--------------|
| Subtotal | 25,000.00 |
| Freight | 0.00 |
| Order Total | \$ 25,000.00 |

From: Tim Kolshinski
Sent: Friday, June 11, 2021 8:14 AM
To: Rob Sperl <rsperl@wheatonparks.org>
Subject: FW: Arrowhead golf club

Rob

Here is the quote we have proposed to arrowhead.

I appreciate you all taking the time to meet with me and I as well very much appreciate the opportunity to help with the project.

You asked Shakertown to look at 3500 square feet of replacement or 90 bundles of product. The two areas which are hardest hit are both areas where the siding is in contact with any rain all of the time it has no eave or even a vertical surface to release the water as well we all agree that it needs maximum protection and we would prime the product to help with the long term exposure. No matter what going forward these areas are going to need maintenance at a more regular time then the past no siding or paint will last under these conditions without more help. The total value of this is \$35,000 dollars.

The warranty of siding would only extend to the actual failed pieces. I counted say 50 pieces even generously doubling this to 100 give us a value replacement at % 100 percent replacement of \$3,000 dollars we have effectively tripled the number to put our best foot forward to support the project.

I hope this makes sense and I am happy to do a more through work through of the process if you want. It is ultimately our desire to return the project to a new state.

Sincerely

Tim Kolshinski



TO: Board of Commissioners

FROM: Mike Benard, Executive Director

THROUGH: Carey Moreland, Marketing & Development Director
Amy Seklecki, Superintendent of Marketing & Special Events
Andy Bendy, Director of Special Facilities

RE: October Fest 2021

DATE: July 2, 2021

SUMMARY:

Staff seeks the board's approval to serve liquor (beer/wine) at Central Athletic Complex for October Fest event on Saturday, October 2, 2021 from 4:30 to 9:30P to benefit the DuPage County Historical Museum Foundation.

The event will feature German-style food, beer garden, and live music. Food and beverage will be sold ala-carte and entry to the fest (open to all ages) will be complimentary, but a suggested donation of \$5 per person will be strongly encouraged in support of the DuPage County Historical Museum. Additionally, Light the Torch 5K Night Run, a timed race at sunset, is combining with October Fest. The race start and finish line will coincide with the location of the October Fest event. The race welcomes approximately 900 runners and will feature a laser light show.

This one-day event will be hosted and staffed by the DuPage County Historical Museum Foundation Board, DuPage County Historical Museum Staff, FT Cares Foundation and the Wheaton Park District Special Event Team, and volunteers.

PREVIOUS COMMITTEE/BOARD ACTION:

Commissioners moved to approve to serve beer and wine for October Fest within the fenced perimeter in Memorial Park in 2018 and on Wesley Street in 2019.

REVENUE OR FUNDING IMPLICATIONS:

October Fest event proceeds will go to DuPage County Historical Museum Foundation. All Light the Torch 5K Night Run proceeds will benefit Wheaton Park District and FT Cares Foundation and their chosen charities.

ATTACHMENTS:

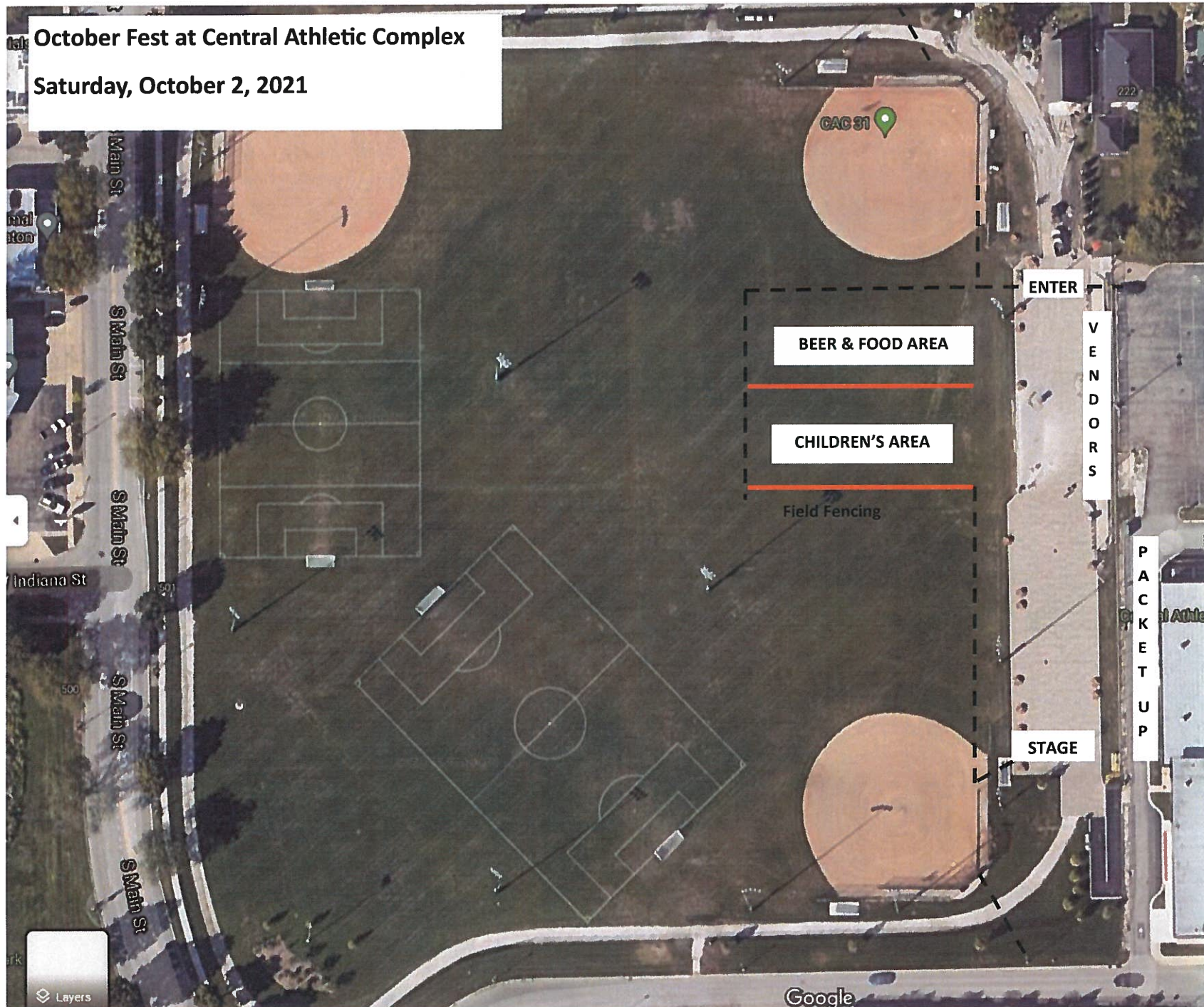
- (1) October Fest Layout at Central Athletic Complex

RECOMMENDATION:

Staff seeks the board's approval to serve liquor (beer/wine) at Central Athletic Complex at 500 S. Naperville Road for October Fest event on Saturday, October 2, 2021 from 4:30 to 9:30P to benefit the DuPage County Historical Museum Foundation.

October Fest at Central Athletic Complex

Saturday, October 2, 2021



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Play for All Treehouse Climber

DATE: July 1, 2021



SUMMARY:

The master plan for the Sensory Garden includes an area for climbing equipment. Funds for this equipment have been raised through donations and a grant award from the DuPage Community Foundation. Our original plan was to include a climber that looked like a large boulder. Recently there have been new styles of net climbers being manufactured that would have more play value for a wider range of abilities. We have reached out to the donors to see if this equipment would be acceptable.

PREVIOUS COMMITTEE/BOARD ACTION:

Ordinance No. 2019-03 was approved in 2019 for the Second Phase of the playground.
Ordinance No. 2014-05 was approved in 2014 for the first Phase of the playground.

REVENUE OR FUNDING IMPLICATIONS:

The entire cost of the equipment and its installation will be reimbursed through donations and grant funding received by the Play for All Foundation.

We are seeking board approval in advance of the donors and foundations approval (anticipated 7/14/21) since we have been advised of a material cost increase of approximately \$8,000 that will be effective on 7/8/21.

STAKEHOLDER PROCESS:

The Play for All Foundation discussed the purchase of this equipment at their May 12, 2021 meeting and we will seek formal approval on 7/14/21.

LEGAL REVIEW:

We have utilized the Omnia cooperative for previous purchasing with the recommendation of legal counsel. We will need a new reimbursement agreement that will be developed before the end of the year.

ATTACHMENTS:

Quote from Cunningham Recreation dated 6/29/21

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends the Wheaton Park District Board of Commissioner approve of the Play for All Foundation purchase of a playground GT Wave from Cunningham Recreation in the amount of \$68,200.34.



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

06/29/2021
 Quote #155757-01-02

Wheaton Park District- GT Wave 6.29.2021

Wheaton Park District
 Attn: Steve Hinchee
 102 East Wesley Street
 Wheaton, IL 60187
 Phone: 630-510-4976
 Fax: 630-665-8946
 shinchee@wheatonparks.org

Ship to Zip 60187

| Quantity | Part # | Description | Unit Price | Amount |
|-----------------|--------|--|---------------------------|--------------|
| 1 | 5916SP | GameTime - GTWave [2 Color HDPE: _____] [Accent: _____] [Accent 2: _____] [Basic: _____] [Basic 2: _____] [Netting: _____] [Roto Plastic: _____] | \$59,999.00 | \$59,999.00 |
| Contract: OMNIA | | | Sub Total | \$59,999.00 |
| | | | Discount | (\$3,599.94) |
| | | | Material Surcharge | \$8,879.85 |
| | | | Freight | \$2,921.43 |
| | | | Total | \$68,200.34 |

Comments

*MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

*Current lead times are 8-12 weeks for standard equipment



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/29/2021
Quote #155757-01-02

Wheaton Park District- GT Wave 6.29.2021

BILLING INFORMATION:

Bill to: _____
Contact: _____
Address: _____
Address: _____
City, State: _____ Zip: _____
Tel: _____ Fax: _____
E-mail: _____

SHIPPING INFORMATION:

Ship to: _____
Contact: _____
Address: _____
Address: _____
City, State: _____ Zip: _____
Tel: _____ Fax: _____
E-mail: _____



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/29/2021
Quote #155757-01-02

Wheaton Park District- GT Wave 6.29.2021

Wheaton Park District
Attn: Steve Hinchee
102 East Wesley Street
Wheaton, IL 60187
Phone: 630-510-4976
Fax: 630-665-8946
shinchee@wheatonparks.org

Ship to Zip 60187

| Quantity | Part # | Description | Unit Price | Amount |
|-----------------|--------|--|---------------------------|--------------|
| 1 | 5916SP | GameTime - GTWave [2 Color HDPE: _____] [Accent: _____] [Accent 2: _____] [Basic: _____] [Basic 2: _____] [Netting: _____] [Roto Plastic: _____] | \$59,999.00 | \$59,999.00 |
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Comments

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GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/29/2021
Quote #155757-01-02

Wheaton Park District- GT Wave 6.29.2021

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 6-8 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$68,200.34**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/29/2021
Quote #155757-01-02

Wheaton Park District- GT Wave 6.29.2021

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Park Services Center HVAC Replacement Rooftop Units

DATE: July 1, 2021



SUMMARY:

The Park Services Center was constructed in 2005 and four of the rooftop units that heat and cool the building are nearing the end of their useful life. One unit was previously replaced in 2016 due to a leaking evaporator coil. We currently have one of the remaining units that is leaking coolant. Other problems that can occur at this age include cracked heat exchangers and circuit malfunctions. There is a strong chance the remaining ones will have similar problems soon that would warrant replacement rather than repair.

Typically, HVAC problems occur when they are under heavy use in the middle of summer or winter. If replacement is done at that time, we would need to use a contractor and the cost of a crane alone that is necessary for installation would be several thousand dollars.

Discussion between staff and the building and grounds chairman suggest that proactively replacing them at the same time will be more cost effective by allowing the cost of the crane to be split between all four units. We would also schedule this at a time when heating or cooling needs for the building are minimal and when staff would be able to perform the labor.

Staff has received the attached quote for the purchase of the remaining units. We are exploring whether this purchase could be done through co-operative pricing or if additional quotes could be obtained.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

\$45,000 is budgeted in 2021 for this work (40-800-811-57-5701-0000)

In addition to the equipment costs, we would need to allocate funds for crane rental and miscellaneous supplies anticipated to be approximately \$2,000.

STAKEHOLDER PROCESS:

Staff responsible for the maintenance of these units were involved in selecting the units.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Quote from Temperature Equipment Corp. dated 6/24/21

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends the Wheaton Park District Board of Commissioner approve of the purchase of HVAC equipment in and amount not to exceed \$24,380 (final recommendation pending follow up on purchasing options).



TEMPERATURE EQUIPMENT CORP.

17725 Volbrecht Road

Lansing, IL 60148

(P) (773) 580-0293

Proposal

Project Name: Wheaton Park District

Bid Date: 06/24/2021

Location: wheaton, IL

Expiration Date: 07/24/2021

Attention:

Proposal Number: 0621MSIM0648

LADIES & GENTLEMEN: We propose to furnish the equipment listed below at prices stated and in accordance with the terms, price and conditions that are attached to and are a part of this quotation.

| Mark For | Qty | Model Number | Description |
|---------------|-----|--------------------|--|
| YSC072A4 | 1 | 48FCRM07A2A6-6U2C0 | Carrier WeatherMaker Gas/Electric Rooftop – 6 Ton The following items are included: <ul style="list-style-type: none">• Voltage: 460/3/60• Heat Options: Medium Stainless Gas Heat• Unit Size: 6 Tons (07)• Refrigerant Options: Single Circuit 2 Stage Cooling• Packaging Options: Standard Packaging• Indoor Fan Options: Dir Drive-EcoBlue-Med Static• Electrical Options: Non-Fused Disconnect• Intake / Exhaust Options: LL Temp Econo w/ Baro relief• Coil Protection Options: Al/Cu - Al/Cu• Base Unit Controls: Electro-Mechanical Ctl W7220• Service Options: Powered Convenience Outlet |
| HAIL GUARD | 1 | CRLVHLGD048A00 | Louvered Hail Guard |
| YSC060A4 | 2 | 48FCRA06A2A6-6U2C0 | Carrier WeatherMaker Gas/Electric Rooftop - 5 Ton The following items are included: <ul style="list-style-type: none">• Voltage: 460/3/60• Heat Options: Medium Stainless Gas Heat• Unit Size: 5 Tons (06)• Refrigerant Options: One-Stage Cooling• Packaging Options: Standard Packaging• Indoor Fan Options: Dir Drive-EcoBlue-Med Static• Electrical Options: Non-Fused Disconnect• Intake / Exhaust Options: LL Temp Econo w/ Baro relief• Coil Protection Options: Al/Cu - Al/Cu• Base Unit Controls: Electro-Mechanical Ctl W7220• Service Options: Powered Convenience Outlet |
| HAIL GUARD | 2 | CRLVHLGD047A00 | Louvered Hail Guard |
| YSC036A4 | 1 | 48FCRA04A2A6-6U2C0 | Carrier WeatherMaker Gas/Electric Rooftop - Ton The following items are included: <ul style="list-style-type: none">• Voltage: 460/3/60• Heat Options: Medium Stainless Gas Heat• Unit Size: 3 Tons (04)• Refrigerant Options: One-Stage Cooling• Packaging Options: Standard Packaging• Indoor Fan Options: Dir Drive-EcoBlue-Med Static• Electrical Options: Non-Fused Disconnect• Intake / Exhaust Options: LL Temp Econo w/ Baro relief• Coil Protection Options: Al/Cu - Al/Cu• Base Unit Controls: Electro-Mechanical Ctl W7220• Service Options: Powered Convenience Outlet |

| | | | |
|---------------|---|-----------------------|---------------------|
| HAIL GUARD | 1 | CRLVHLGD046A00 | Louvered Hail Guard |
| ALL | 4 | CA-CAR-537-TRN-572-24 | Curb Adapter |

Pricing

Total Price for items as listed above (excluding taxes) \$24,380.00

EXCLUDES START-UP

Please note the following clarifications in this proposal:

- AMONG THE ITEMS NOT INCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE:
- Labor to Install
- Refrigerant Specialties
- In Warranty Labor
- Piping System
- Equipment Start up & Supervision
- Air Distribution System
- Electrical work including disconnects
- Local and Chicago Code Requirements
- Controls
- State or Local Taxes
- Filters
- Warranty Service
- NOTES:
- Above price is firm and will remain in effect for 30 days.
- No permits included in above proposal.
- All orders subject to credit approval and acceptance by TEC Management.
- Equipment is manufactured under strict manufacturer standards and the National Electrical Code requirements.
- Compliance to local codes neither guaranteed nor implied.
- Illinois code requires an IECC 2018 compliant system. If the contractor or end user chooses to purchase a non-compliant IECC 2018 unit; TEC will not be held responsible if the job is flagged with a non-compliant system.

Submitted By:

Mark Simbrowsky
 TEMPERATURE EQUIPMENT CORP.
 msimbrowsky@tecmungo.com

TEMPERATURE EQUIPMENT CORPORATION ("T.E.C." or "Seller")
STANDARD TERMS & CONDITIONS

1. T.E.C. and Customer agree that the Standard Terms & Conditions set forth below shall apply to all sales of goods and services by Seller to Customer and shall be deemed incorporated into any agreement between Seller and Customer now existing or hereafter arising or created, including any quotation issued by T.E.C. ("Quotation"); provided, however, in the event of a conflict between the terms of these Standard Terms & Conditions and the terms of a separate agreement or Quotation between Seller and Customer, the terms of such other agreement or Quotation shall control. Except as modified by such other agreement or Quotation, these Standard Terms & Conditions shall remain in full force and effect and binding on Seller and Customer. Acceptance of any Quotation is limited to the terms thereof. Any Quotation or other proposal from Seller to sell the goods and/or services described therein or in the attachments thereto is subject to these Standard Terms and Conditions, and subject to Seller's credit approval of Customer and is expressly limited to acceptance by Customer of the terms and conditions therein and herein. These Standard Terms & Conditions together with such accepted Quotation and any other proposal or agreement shall constitute the terms of the agreement between T.E.C. and Customer (collectively, the "Agreement"). No modification, change, renunciation or waiver by Seller of any term or condition or of any of Seller's rights or remedies shall be binding on Seller, nor shall this Agreement be changed by Customer, unless in each instance Seller in advance shall have expressly consented thereto in writing by Seller's authorized officer, and any purported oral or other consent shall be null and void, there being no representations, agreements, promises or understandings between Customer and Seller that are not expressed herein. Seller hereby objects to all conflicting terms in any document or purchase order issued by Customer, and Seller's failure to object to provisions contained in any purchase order or other communication from Customer shall not be construed as a waiver of these Standard Terms & Conditions, nor an acceptance of any such provisions.
2. Prices are subject to change without notice and do not include any applicable taxes or freight charges unless otherwise stated. Estimated prices are only for work according to original specifications. Unless otherwise specified, **payment terms are 1% 10 prox net 30**. T.E.C. reserves the right to add a service charge of 2% of the principal amount due at the end of each month to any account outstanding for more than 60 days. T.E.C. may alter payment terms at any time based on Customer's financial condition, including demanding full or partial payment in advance, or the provision or other security or guaranties, and may exercise all other lawful remedies, including deferring delivery or cancelling any Agreement. Customer shall comply with these payment terms whether or not Customer itself has been paid for the goods, products and/or equipment Customer purchases from T.E.C., and the Customer may not assert a "pay-when-paid" or a "pay-if-paid" defense (or any similar defense) to T.E.C.'s claims for payment. Customer has no right to withhold any portion of the payment due as retention for any goods, products and/or equipment Customer has purchased from T.E.C. T.E.C.'s rights to pursue all liens and claims are preserved and not released or waived, including, without limitation, mechanics liens, construction liens, common law or statutory payment bond claims, stay-notice claims, lien-on-funds claims, trust-fund claims, and prompt-payment claims.
3. If Customer's account is referred to a collection agency or attorney, Customer will be responsible for paying Seller's costs and fees incurred. Customer consents that venue for any legal proceedings related to any provision of this Agreement shall, at the option of T.E.C., be in the Circuit Court of Cook County, State of Illinois, or in the Federal District Court for the Northern District of Illinois, and Customer and T.E.C. each hereby consent to and submit to personal and subject matter jurisdiction of said Courts. This Agreement is made and executed at the Seller's place of business; and the law of the State of Illinois, without regard to conflict of law provisions, shall govern all rights and duties of Customer and Seller hereunder and the interpretation of the Agreement.
4. All orders must be in writing and no order is binding until accepted by an authorized officer of T.E.C. No sales representative has any authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, statutory or otherwise. Cancellation of orders or portions thereof will not be accepted after material has been purchased or fabrication has been started.
5. As security for payment of any sum due or to become due hereunder or under any Agreement, invoice, Quotation or otherwise, this Agreement shall constitute the Security Agreement under the UCC, and Customer hereby grants Seller a security interest in the products and goods identified on any Quotation, Agreement, invoice or attachments thereto, and in all products and proceeds thereof, to secure Customer's payment in full. Seller shall also have a lien on all Customer property in Seller's possession, including work-in-process and finished work, and Seller may retain possession of such property until payment in full. Customer hereby authorizes Seller to file all required UCC financing statements or related documents, and take any other necessary steps to perfect Seller's security interests, and Customer agrees to perform all acts which may be necessary to protect any security interest of T.E.C.
6. Promises of delivery are based upon best information available from the manufacturing source and are made in good faith, but are not guaranteed. T.E.C. is not liable for any delays in delivery or for any damage suffered by the Customer or others by reason of any delay.
7. Delivery of Non Stock items must take place within 30 days from date of last receipt. Failure to take delivery within this timeframe will initiate the Bill and Store Agreement; resulting in a storage fee of 5% of order value per month. Billing will start on the 31st day from last receipt.
8. Permission to return goods for credit plus shipping instructions and return tags must be secured from T.E.C. before returning any goods. All returned goods must be unused, in new condition, and in original crates. Goods returned without authorization will be refused and returned to shipper. Goods which are obsolete or made to special order are returnable only with prior written approval signed by an officer of T.E.C. and shall be conditioned upon Customer paying a minimum restocking charge of not less than 30% of the original invoice price (not including freight and taxes) for stocked products and 100% for non-stock/special order products.
9. All amounts billed by T.E.C. must be paid by Customer without setoff or deduction of any kind, unless expressly agreed to in advance in writing by an officer of T.E.C. All requests for deductions to T.E.C. must include complete detail as to the reason behind the requested deduction. Failure to provide appropriate detail may subject your account to being placed on credit hold. No request more than one (1) year from last statement date will be accepted.

WARRANTY INFORMATION

10. Unless otherwise provided herein, Seller warrants title and that all goods sold shall conform to the Quotation provided by T.E.C. T.E.C. extends only the warranties given by the Manufacturer upon goods manufactured by it as those warranties are expressed in the Standard Product Warranty issued with each individual model by year of manufacture. Except as otherwise expressly stated herein, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. It is expressly agreed that T.E.C. SHALL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR ANY OTHER SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES arising out of or related in any way to any products sold pursuant to any Quotation or Agreement including, but not limited to, the inability of Customer to use any such product, equipment or material.
11. Customer expressly agrees that T.E.C. DOES NOT REPRESENT OR WARRANT that the equipment sold hereunder will comply with any applicable laws or ordinances of the governmental jurisdiction where the equipment is to be installed.
12. Under no circumstances will T.E.C. make or secure installations, replacements or be responsible for the costs thereof, or for any damages caused by faulty installations or repair by contractors or dealers or for improper or inadequate specifications.
13. Customer agrees that its **SOLE AND EXCLUSIVE REMEDY** against T.E.C. in the event any product, equipment or materials sold to Customer shall fail to conform to the terms and conditions of any Quotation or to any express or implied warranty set forth herein, and T.E.C.'s sole and exclusive liability shall either be (1) to repair or (2) to replace such nonconforming part, equipment or material. T.E.C. shall not be responsible for labor charges for removal or reinstallation of such equipment or material or charges for transportation, handling and shipping or charges for refrigerant losses. **IT IS AGREED THAT T.E.C.'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE EQUIPMENT OR MATERIAL CLAIMED TO BE DEFECTIVE OR NONCONFORMING SUBJECT TO T.E.C.'S RIGHT OF REMOVAL AND RETURN OF SUCH EQUIPMENT OR MATERIAL.** The foregoing shall constitute Customer's sole and exclusive remedy and T.E.C.'s sole and exclusive liability for supplying nonconforming or defective goods.
14. No right or interest in this Agreement shall be assigned by either the Seller or Customer without the written consent of the other, except Customer's consent shall not be necessary for Seller to assign or transfer any right to payment arising from any Agreement.
15. Any action for breach of this Agreement, in whole or in part, not filed within two (2) years after the cause of action shall have first accrued, shall be barred.

Accepted By: _____

Proposal Date: _____

06/22/2021

Name: _____

Proposal Number: _____

0621MSIM0648

Title: _____

PO Number: _____

Company:

Project Name:

Wheaton Park District

Date:

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: 2021 OSLAD Grant Application – Briarpatch Park

DATE: July 1, 2021



SUMMARY:

The State of Illinois has allocated \$28 million in 2021 for the OSLAD Grant program. This is the program that previously funded several park projects. Most recently \$400,000 was awarded for the Memorial Park improvements project. Grants of up to \$400,000 will be awarded.

We have identified several projects at Briarpatch Park that would make an ideal application including replacement of two backstops, repaving tennis courts and possibly expanding them for pickleball courts. Work on the playground surfacing and the restroom and concessions building are also under consideration. Combined, this work would exceed \$600,000, of which OSLAD could match up to 50%.

PREVIOUS COMMITTEE/BOARD ACTION:

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

REVENUE OR FUNDING IMPLICATIONS:

Items noted above are contained in future years of the capital budget. Many are proposed for the next two years. Grant assistance would help to accelerate and expand the scope of these improvements. This is a reimbursement grant and there is a small application fee and award fee that we would allocate.

STAKEHOLDER PROCESS:

It would be necessary to communicate this work to the public for feedback.

ATTACHMENTS:

MC/DOC-3; Resolution of Authorization

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve the application for the 2021 OSLAD Grant program for Briar Patch Park Improvements.

**OSLAD Grant Program
Resolution of Authorization**

Form OS/DOC-3

Applicant (Sponsor) Legal Name: Wheaton Park District

Project Title: Briar Patch Park Improvements

The Wheaton Park District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Wheaton Park District (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

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

This Resolution of Authorization has been duly discussed and adopted by the Wheaton Park District (Sponsor) on the _____ day of _____ (month), _____ (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

Title