

### PUBLIC NOTICE

Wheaton Park District Board of Commissioners SUBCOMITTEE MEETING Wednesday November 3, 2021 5:00 p.m. DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

### **Public Notice Date October 29, 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 November 3, 2021 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 November 3, 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 <a href="mailto:dsiciliano@wheatonparks.org">dsiciliano@wheatonparks.org</a>



# <u>Subcommittee Meeting of the Wheaton Park District Board of Commissioners</u> <u>November 3, 2021 5:00 pm</u>

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

### **CALL TO ORDER**

### **DISCUSSION ITEMS**

### Finance and Administration

- 1. \$1,841,752 General Obligation Limited Tax Park Bonds, Series 2021–Bids to be Received November 16
- 2. Ordinance 2021-04 An Ordinance Making a Combined Annual Budget and Appropriation of Funds for the Wheaton Park District for the Fiscal Year Beginning January 1, 2022 and ending December 31, 2022
- 3. Ordinance 2021-05 An Ordinance Levying and Assessing the Taxes of the Wheaton Park District, DuPage County, Illinois for the Tax Year 2021
- 4. Ordinance 2021-06 An Ordinance Abating the Taxes Heretofore Levied for the Year 2021 to Pay Debt Service on the General Obligation, Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois
- 5. Review of Employee Insurance Benefits Renewal for 2022 Health, Dental, Vision Group Term Life and Employee Assistance Program 2022
- 6. Review of Health Insurance Employee Contribution Rates for 2022

### **Buildings and Grounds**

- 1. Equipment Purchase for Cosley Zoo Walk in Freezer Low Quote \$11,166.51
- 2. Carnival Payment for Cosley Zoo Revenue Share Program with JBR Fundways \$31,389
- 3. Equipment Purchase for Parks Department One Toro Groundsmaster 4000-D through the Illinois State Purchasing Contract \$87,425.08
- Equipment Purchase for Arrowhead Golf Club Two Toro Reelmaster 3555-D Fairway Mowers through the National Intergovernmental Purchasing Alliance Contract \$146,196.96
- 5. Civil Engineering Services for Arrowhead Golf Club Cage Engineering \$11,600
- 6. Bid Results Portable Restroom Services Low Bid \$52,485
- 7. Tree and Bench Commemorative Program 2022 Tree and Bench Fee Recommendations
- 8. Arrowhead Golf Club 2022 Golf Rate Recommendations
- 9. Rice and Northside Pools 2022 Pool Membership and Daily Fee Recommendations
- 10. Gary Avenue Right of Way Improvements
- 11. Arrowhead Golf Club Status of Lease with Pelican Golf

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### **CLOSED SESSION**

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

### **ADJOURNMENT**

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



Wheaton Park District, DuPage County, Illinois

General Obligation Limited Tax Park Bonds, Series 2021 (the "Rollover Bonds")

PLANNING PACKET
SEPTEMBER 9, 2021



### Speer Financial, Inc.

- Independent municipal advisor to the District since 2009
- Financial planning, refunding analysis and debt modeling services
- Continuing disclosure services
- Serving over 70 Park and Forest Preserve District Clients\*
- #1 Municipal Advisor in Illinois, for 2020, based on volume of sales\*\*

230 W Monroe Street, Suite 2630 Chicago, IL 60606 (312) 346-3700

\*Based on Speer Financial, Inc. Records

\*\* Source: Thomson Reuters

September 9, 2021

Mr. Michael J. Benard Executive Director Wheaton Park District 102 E. Wesley Street Wheaton, Illinois 60187

Dear Mike:

General Obligation Limited Tax Park Bonds, or the Rollover Bonds, are payable from a direct property tax that is limited by the District's debt service extension base. The District annually issues its rollover bonds to fully utilize this levying capacity and has used the proceeds from these bonds to generate funds for capital projects for the District and to pay debt service on prior obligations.

This planning packet is structured to provide you with the preliminary details of the proposed issuance and is designed to aid the decision making process. Current and future market conditions and interest rates are subject to change and any information based on such market conditions and interest rates is not guaranteed.

Speer Financial, Inc. is not affiliated with any broker-dealer nor do we service in any capacity other than municipal advisor. This enables Speer to offer unbiased advice solely in the District's best interests and avoid any conflicts of interest. Should you have any questions regarding any information presented in this final closing packet please don't hesitate to reach out to me. It has been a pleasure to work with the District on this issuance.

Sincerely,

Anthony Miceli

Senior Vice President

Speer Financial, Inc.

Business: (312) 529-5881 Mobile: (630) 210-5129

Email: amiceli@speerfinancial.com

### **Distribution List**

CONTACT	ROLE/TITLE	ORGANIZATION	EMAIL	PHONE
Michael Benard	Executive Director	Wheaton Park District	mbenard@wheatonparks.org	(630) 665-4710
Sandra Simpson	Finance Director	Wheaton Park District	ssimpson@wheatonparks.org	(630) 665-4947
Bethany Meger	Asst. Finance Director	Wheaton Park District	bmeger@wheatonparks.org	(630) 510-4953
Donna Siciliano	Executive Assistant	Wheaton Park District	dsiciliano@wheatonparks.org	(630) 510-4944
Anjali Vij	Bond Counsel	Chapman and Cutler	Anjali vij@chapman.com	(312) 845-3472
Stephanie DiSilvestro	Bond Counsel	Chapman and Cutler	disilves@chapman.com	(312) 845-3813
Anthony Miceli	Municipal Advisor	Speer Financial, Inc.	amiceli@speerfinancial.com	(312) 529-5881
Aaron Gold	Municipal Advisor	Speer Financial, Inc.	agold@speerfinancial.com	(847) 533-2154

### **Financing Timetable**

ACTION	PARTY RESPONSIBLE	DATE	
Finance Subcommittee	District	10/6/2021	
BINA Publication Deadline	N/A	10/13/2021	
BINA Public Hearing	N/A	10/20/2021	
Bids Received	All Parties	11/16/2021	
Adopt Bond Ordinance	District	11/17/2021	
Closing	All Parties	12/8/2021	

**News Paper Publication** 

**Board Action** 

## **Bond Issue Notification Act (BINA)**

A BINA Hearing will be required to proceed with the issuance of the Rollover Bonds

### Definition

 The BINA requires a Board to hold a public hearing concerning the District's intent to sell General Obligation Bonds prior to adopting a bond ordinance.

### **Exemptions**

- Proceeds that are used to refund other obligations.
   The District is issuing general obligation.
- The District is issuing general obligation bonds that have been approved via a referendum.

### **Expiration**

 The authority to issue is security specific and remains in effect for three years after the date of the BINA hearing.

### Requirements

- A notice of the public hearing must be published not less than seven and not more than thirty days before the public hearing.
- The notice of the public hearing must be posted at the principal office of the Park Board at least two days before the public hearing.
- The Park Board is required to wait seven days following the BINA Hearing before adopting the bond ordinance.

Date	BINA Amount	Issue Name	Amount Utilized	Remaining Capacity	Expires
10/20/2021	\$6,000,000			\$6,000,000	2024
12/8/2021		Series 2021	\$1,841,752	\$4,158,248	2024



# The Rollover Bonds Preliminary Financing Model

# **Total Debt Capacity**

District EAV of Taxable Property, 2020 Total		\$2,557,325,950.00 \$2,557,325,950.00	Non-Referendum Debt Capacity 0.575% of EAV	Total Debt Capacity 2.875% of EAV
Statutory Non-Referendum Authority (0.575% of EAV)			\$14,704,624.21	
Statutory Debt Limitation (2.875% of EAV)				\$73,523,121.06
Applicable Debt:	Final Maturity Date:			
Refunding Park Bonds, Series 2015A	12/30/2022	1,885,000.00	0.00	1,885,000.00
Taxable Refunding Park Bonds, Series 2015B	12/30/2022	4,415,000.00	0.00	4,415,000.00
Limited Refunding Park Bonds, Series 2015C	12/30/2026	2,915,000.00	2,915,000.00	2,915,000.00
Taxable Limited Refunding Park Bonds, Series 2015D	12/30/2021	500,000.00	500,000.00	500,000.00
GO Limited Tax Park Bonds, Series 2021	10/15/2022	1,841,752.00	1,841,752.00	1,841,752.00
Total		\$11,556,752.00	\$5,256,752.00	\$11,556,752.00
Legal Debt Margin			\$9,447,872.21	\$61,966,369.06

Alternate Revenue Source Bonds do not count against either the District's Non-Referendum Debt Capacity or the Total Debt Capacity

# Debt Service Extension Base (DSEB)

			Cumulative
Year	DSEB	CPI Increase	Increase
Base	2,009,032.50		
2009	2,011,041.53	0.10%	2,009.03
2010	2,065,339.65	2.70%	56,307.15
2011	2,096,319.74	1.50%	87,287.24
2012	2,159,209.33	3.00%	150,176.83
2013	2,195,915.88	1.70%	186,883.38
2014	2,228,854.61	1.50%	219,822.11
2015	2,246,685.44	0.80%	237,652.94
2016	2,262,412.23	0.70%	253,379.73
2017	2,309,922.88	2.10%	300,890.38
2018	2,358,431.26	2.10%	349,398.76
2019	2,403,241.45	1.90%	394,208.95
2020	2,458,516.00	2.30%	449,483.50
2021	2,492,935.22	1.40%	483,902.72

### Preliminary 2021 Financing Model

# 2021 Financing Model \*\*\*PRELIMINARY\*\*\*

		Debt Service	Existing Limited Tax	General	Seri	imited Tax Park es 2021 ember 8, 2021	Bonds,	
Levy Year	Bond Year	Extension Base (DSEB) (1)	Bonds Debt Service	Principal Due: (10/15)	Rate (2)	Interest Due: (10/15)	Total	DSEB Margin
2021 2022 2023 2024 2025	2022 2023 2024 2025 2026	2,492,935.22 2,517,864.57 2,543,043.21 2,568,473.64 2,594,158.37	631,550.00 630,200.00 628,400.00 631,150.00 628,300.00	1,841,752	1.25%	19,633	1,861,385 -	0.66 1,887,664.57 1,914,643.21 1,937,323.64 1,965,858.37
Total	-		\$ 3,149,600	\$ 1,841,752.00	(	19,632.56	\$ 1,861,384.56	

#### Notes:

<sup>(1)</sup> The orginal Debt Service Extension Base of \$741,344.69 has increased due to CPI increases of 0.10% for levy year 2009, 2.70% for levy year 2010, 1.50% for levy year 2011, 3.00% for levy year 2012, 1.70% for levy year 2013, 1.50% for levy year 2014, 0.80% for levy year 2015, 0.7% for levy year 2016, and 2.1% for levy year 2017 and 2018, 1.9% growth for levy year 2019, 2.3% growth for levy year 2020, 1.4% growth for levy year 2021 and an estimated 1.0% growth each year thereafter. Subject to change.

<sup>(2)</sup> Estimated, subject to change.

### Preliminary 2021 Costs of Issuance and Allocation of Proceeds

Security: GO LTD

Tax Status: Tax-Exempt

Issue: Series 2021

Issue Size: \$1,841,752.00

Service	Service Provider	Series 2021
Financial Advisor	Speer Financial Inc.	\$8,000.00
Bond Counsel	Chapman and Cutler	8,500.00
Term Sheet Preparation	Speer Financial Inc.	350.00
SpeerBids.com	Speer Financial Inc.	350.00

Total Costs of Issuance: \$17,200.00

Prior Obligations	Payment Date	Series 2021
2019A Bonds	12/15/2021	458,950.00
		<del> </del>

Prior Obligations Paid with Bond Proceeds: \$458,950.00

Capital Proceeds		Series 2021
	<b>Total Capital Proceeds</b>	\$1,365,602.00

Rounding:

\$0.00

Prior Obligations Paid With Non-Bond Proceeds			
Prior Obligations	Payment Date		
2019A	6/15/2022	\$100,200.00	
	Total Prior Obligations	\$100,200.00	

<sup>\*\*\*</sup>Preliminary, subject to change\*\*\*



### **Wheaton Park District**

General Obligation Limited Tax Refunding Bonds, Series 2015C

Dated: November 12, 2015

FINAL

### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/12/2015		-	-		-
06/30/2016	-	-	55,385.00	55,385.00	-
12/30/2016		-	43,725.00	43,725.00	99,110.00
06/30/2017		-	43,725.00	43,725.00	-
12/30/2017		-	43,725.00	43,725.00	87,450.00
06/30/2018	-	-	43,725.00	43,725.00	-
12/30/2018	- 2	-	43,725.00	43,725.00	87,450.00
06/30/2019	2	-	43,725.00	43,725.00	-
12/30/2019	-	-	43,725.00	43,725.00	87,450.00
06/30/2020		-	43,725.00	43,725.00	-
12/30/2020	-	-	43,725.00	43,725.00	87,450.00
06/30/2021	-	-	43,725.00	43,725.00	-
12/30/2021	30,000.00	3.000%	43,725.00	73,725.00	117,450.00
06/30/2022	-	-	43,275.00	43,275.00	_
12/30/2022	545,000.00	3.000%	43,275.00	588,275.00	631,550.00
06/30/2023	-	-	35,100,00	35,100.00	-
12/30/2023	560,000,00	3.000%	35,100.00	595,100,00	630,200.00
06/30/2024			26,700.00	26,700.00	-
12/30/2024	575,000.00	3.000%	26,700.00	601,700.00	628,400.00
06/30/2025			18,075.00	18,075,00	-
12/30/2025	595,000.00	3.000%	18,075.00	613,075.00	631,150.00
06/30/2026	-	-	9,150.00	9,150.00	-
12/30/2026	610,000.00	3.000%	9,150.00	619,150.00	628,300.00
Total	\$2,915,000.00	-	\$800,960.00	\$3,715,960.00	-

Bond Year Dollars	\$26,698.67
Average Life	9 159 Years
Average Coupon	3,0000000%
Net Interest Cost (NIC)	2.4439666%
True Interest Cost (TIC)	2.3761284%
Bond Yield for Arbitrage Purposes	2.2132419%
All Inclusive Cost (AIC)	2.5268911%

2.2041035% 9.151 Years

### IRS Form 8038 Net Interest Cost Weighted Average Maturity

2015CD FINAL | Series 2015C (Ref 2005A) | 9/18/2019 | 2:46 PM

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Financial Consultants Since 1954

### Wheaton Park District

Taxable General Obligation Limited Tax Refunding Bonds, Series 2015D

Dated: November 12, 2015

FINAL

### **Debt Service Schedule**

Fiscal Total	Total P+I	Interest	Coupon	Principal	Date
-			-	-	11/12/2015
	29,978.83	29,978,83	-	-	06/30/2016
533,646.33	503,667.50	23,667,50	0.750%	480,000.00	12/30/2016
- · · · · · ·	21,867.50	21,867.50	-		06/30/2017
543,735.00	521,867.50	21,867.50	1.150%	500,000.00	12/30/2017
-	18,992.50	18,992.50	-		06/30/2018
542,985.00	523,992.50	18,992.50	1.450%	505,000.00	12/30/2018
-	15,331.25	15,331.25	-	-	06/30/2019
545,662.50	530,331.25	15,331.25	1.750%	515,000.00	12/30/2019
	10,825,00	10,825.00	-	-	06/30/2020
541,650.00	530,825.00	10,825.00	2.000%	520,000.00	12/30/2020
-	5,625.00	5,625,00	-	-	06/30/2021
511,250,00	505,625,00	5,625,00	2.250%	500,000.00	12/30/2021
_	\$3,218,928.83	\$198,928.83	-	\$3,020,000.00	Total

#### **Yield Statistics**

Bond Year Dollars	\$11,057.67
Average Life	3.661 Years
Average Coupon	1.7990127%
Net Interest Cost (NIC)	1.9467672%
True Interest Cost (TIC)	1.9475469%
Bond Yield for Arbitrage Purposes	2.2132419%
All Inclusive Cost (AIC)	2.3016878%

#### IRS Form 8038

Net Interest Cost	1,7990127%
Weighted Average Maturity	3.661 Years

2015CD FINAL | Series 2015D (Ref 2005B) | 9/18/2019 | 2:46 PM

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# Current Outstanding Obligations: General Obligation Alternate Revenue Source Bonds

### Wheaton Park District

General Obligation Refunding Bonds (ARS), Series 2019A

Dated: September 25, 2019

Final

### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/25/2019	•	-	-	-	
12/15/2019	-	-	52,144,44	52,144.44	
06/15/2020			117,325.00	117,325.00	169,469.44
12/15/2020	335,000.00	5.000%	117,325,00	452,325,00	
06/15/2021	-	-	108,950.00	108,950.00	561,275.00
12/15/2021	350,000.00	5.000%	108,950.00	458,950,00	
06/15/2022	-		100,200.00	100,200.00	559,150.00
12/15/2022	370,000.00	5.000%	100,200.00	470,200.00	
06/15/2023		-	90,950.00	90,950.00	561,150.00
12/15/2023	390,000.00	5.000%	90,950.00	480,950.00	
06/15/2024	-	-	81,200.00	81,200.00	562,150.00
12/15/2024	410,000.00	5.000%	81,200.00	491,200,00	
06/15/2025	-	-	70,950.00	70,950.00	562,150.00
12/15/2025	425,000.00	5.000%	70,950.00	495,950.00	
06/15/2026		-	60,325.00	60,325.00	556,275.00
12/15/2026	715,000.00	5.000%	60,325.00	775,325,00	
06/15/2027	-	-	42,450.00	42,450.00	817,775.00
12/15/2027	750,000.00	5.000%	42,450.00	792,450.00	
06/15/2028	- · ·	-	23,700.00	23,700.00	816,150.00
12/15/2028	780,000.00	4.000%	23,700.00	803,700.00	
06/15/2029	-	-	8,100.00	8,100.00	811,800.00
12/15/2029	810,000.00	2.000%	8,100.00	818,100.00	
06/15/2030		-	-	-	818,100.00
Total	\$5,335,000.00	-	\$1,460,444.44	\$6,795,444.44	
Yield Statistics		_			
Bond Year Dollars	5				\$35,615.50
Average Life					6 676 Years
Average Coupon					4.1005803%
Net Interest Cost	(NIC)				1.8950517%
True Interest Cost	(TIC)				1.7480045%
Bond Yield for Ar					1.5338510%
All Inclusive Cost	(AIC)				1.9541032%
IRS Form 8038					
Net Interest Cost			70 4 DOMESTICS W. 2007		1.4825349%
Weighted Average	Maturity				6,699 Years

Series 2019A Final | SINGLE PURPOSE | 9/18/2019 | 2:51 PM

Speer Financial, Inc.

Financial Consultants Since 1954

# Wheaton Park District, DuPage County, Illinois \$1,841,752\* General Obligation Limited Tax Park Bonds, Series 2021

Issuer:	Wheaton Park District, DuPage County, Illinois (the "District").					
Issue:	\$1,841,752* General Obligation Limited Tax Park Bonds, Series 2021 (the "Bonds").					
Bid(s) Due:	November 16, 2021 by 11:00 A.M. C.D.T.					
Award Date:	November 17, 2021.					
Dated/Delivery Date:	December 8, 2021.					
Method of Sale:	Competitive.					
Purchaser:	, (the "Purchaser").					
Interest Payment Date:	Interest is due on October 15, 2022. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.					
Principal Due:	October 15, 2022.					
Maturity, Amount, Interest Rate and Yield:	Maturity         Principal         Interest           October 15         Amount*         Rate         Yield           2022         \$1,841,752         %        %					
Purchase Price:	No less than par.					
Good Faith Deposit:	A good faith deposit will <b>NOT</b> be required.					
Bank Qualification:	The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.					
Legal Opinion/Tax Exemption:	Chapman and Cutler LLP, Chicago, Illinois, ("Bond Counsel"), will provide an opinion as to the validity and federal tax exemption of the interest on the Bonds. Interest on the Bonds is <b>not</b> exempt from present State of Illinois income taxes.					
Registrar/Paying Agent:	The Purchaser will act as bond registrar and paying agent on the Bonds, unless an agent is appointed by the Purchaser. However, such appointment will be made at the expense of the Purchaser.					
Registered or Book-Entry:	The Bonds will be registered in the name of the Purchaser unless otherwise requested by the Purchaser.					
Rule G-34, as Amended:	Rule G-34, as amended, extends to non-dealer municipal advisors the requirement that a municipal advisor obtain a CUSIP number when advising on a competitive transaction in municipal securities.					
	Rule G-34, as amended, provides a principles-based exception for municipal advisors in competitive sales from the CUSIP number requirements when selling a new issue of municipal securities in certain circumstances where the municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Specifically, Rule G-34(a)(i)(F) provides as follows:					

<sup>\*</sup>Subject to change

### Wheaton Park District, DuPage County, Illinois \$1,841,752\* General Obligation Limited Tax Park Bonds, Series 2021

Rule G-34, as Amended (cont.): "(F) [A] municipal advisor advising the issuer with respect to a competitive sale of a new issue, which is being purchased directly by a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer ... may elect not to apply for assignment of a CUSIP number or numbers if the ... municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity or entities is to hold the municipal securities to maturity ...."

> Should your bid be the best bid and should this not be relevant in your situation please advise Speer Financial, Inc. immediately.

Authorization:

The Bonds are being issued pursuant to the Park District Code of the State of Illinois and the Local Government Debt Reform Act of the State of Illinois (the "Debt Reform Act"), each as supplemented and amended, and an ordinance adopted by the Board of Park Commissioners of the District on the Award Date.

Purpose:

Proceeds of the Bonds will be used to provide the revenue source for outstanding obligations of the District, as listed below, to fund various capital projects and to pay the costs of issuance of the Bonds.

<u>Issue</u>	Payment Date	Debt Service
General Obligation Park Bonds		
(Alternate Revenue Source),	12/15/2021	\$458.950.00
Series 2019A	12/15/2021	<b>Ф450,950.00</b>

Security:

In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the District and are payable from any funds of the District legally available for such purpose, and all taxable property in the District is subject to the levy of taxes to pay the same without limitation as to rate, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The amount of said taxes that may be extended to pay the Bonds is, however, limited as provided by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Tax Extension Limitation Law").

### Wheaton Park District, DuPage County, Illinois \$1,841,752\* General Obligation Limited Tax Park Bonds, Series 2021

Security (cont.):

The Debt Reform Act provides that the Bonds are payable from the debt service extension base of the District (the "Base"), which is an amount equal to that portion of the extension for the District for the 1994 levy year constituting an extension for payment of principal and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year. The amount of the Base for the 2021 levy year is \$2,492,935.22. The Tax Extension Limitation Law further provides that the annual amount of taxes to be extended to pay the Bonds and all other limited bonds heretofore and hereafter issued by the District shall not exceed the Base.

The Bonds constitute one of three series of limited bonds of the District which are payable from the Base for the 2020 levy year and include the General Obligation Limited Tax Refunding Park Bonds, Series 2015C, and Taxable General Obligation Limited Tax Refunding Park Bonds, Series 2015D. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

**Tax Extension Limitation Law:** 

The District, as a non-home rule unit of local government located in DuPage County, Illinois, became subject to the Tax Extension Limitation Law in 1994 pursuant to a legislative action by the General Assembly. The effect of the Tax Extension Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes unlimited as to rate and amount cannot be issued by the affected taxing bodies unless the obligations first are approved at a direct referendum, are alternate bonds or are for certain refunding purposes.

Public Act 89-385, effective August 18, 1995, permits local governments, including the District, to issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law.

**Denomination:** 

\$100,000 each and authorized integral multiples of \$1.00 in excess thereof.

Municipal Advisor:

Speer Financial, Inc., Chicago, Illinois ("Speer").

Expenses:

The District will pay for the legal opinion and Municipal Advisor's fee. At closing, the District will deliver one typed Bond.

### Wheaton Park District, DuPage County, Illinois \$1,841,752\* General Obligation Limited Tax Park Bonds, Series 2021

**No Prior Redemption:** The Bonds are not subject to redemption prior to maturity.

**Credit Rating:** A credit rating will not be requested for the Bonds.

Secondary Market Disclosure: This Bond issue is not subject to the continuing disclosure provisions of

Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the

"Securities Act").

**Investor Letter:** The Purchaser will be required to execute an investor letter, in the form

attached as Appendix B, wherein the Purchaser will certify to the District and Bond Counsel that it (i) is acquiring the Bonds for its own account and solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or a portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof and (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such

risks.

President, Board of Park Commissioners

### Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2020

The financial report of the District contained in this **APPENDIX A** (the "2020 Audit") was approved by formal action of the Board of Park Commissioners of the District. The District has not requested that its auditor update information contained in the 2020 Audit; nor has the District requested that its auditor consent to the use of the 2020 Audit in this Term Sheet. The financial information contained in the 2020 Audit has not been updated since the date of the 2020 Audit. The inclusion of the 2020 Audit in this Term Sheet in and of itself is not intended to demonstrate the fiscal condition of the District since the date of the 2020 Audit. Questions or inquiries relating to financial information of the District since the date of the 2020 Audit should be directed Mike Benard, Executive Director.

### Appendix B

Form of Investor Letter

# PROPOSED FORM OF OPINION OF BOND COUNSEL [LETTERHEAD OF CHAPMAN AND CUTLER LLP] [TO BE DATED CLOSING DATE]

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	For the	\$1,841,7	752* Gener	al Obligation	Limited	Tax Park	Bonds,	Series	2021 (t	the "E	Bonds")	, of the	Wheaton	Park	District,
DuPage	County,	Illinois (t	he "District	'), as describ	ed in the	annexed	Prelimin	ary Ter	m Shee	et, we	will pa	y \$		(	(no less
than par)	) plus ar	ny accrue	ed interest	rom the date	ed date o	of the Bone	ds to the	date c	of delive	ery for	the Bo	onds bea	aring inter	est as	follows
(each rat	e a mult	iple of 1/	8 or 1/100 d	of 1%).									•		

#### **MATURITY - OCTOBER 15**

	\$1,	841	,752*	2022	%
--	------	-----	-------	------	---

By submitting a bid, any bidder makes the representation that it understands Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel"), represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Bond Counsel. The purchaser, should it so choose, agrees to **apply for CUSIP numbers within 24 hours** and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

#### **ACCOUNT MANAGER INFORMATION**

Firm Name:		
Name/Title of Firm Representative:	Direct Phone:	
Signature:	FAX #:	
Street Address:	State:	
City:	Zip Code:	
Email:		

The foregoing bid was accepted and the Bonds were sold pursuant to an ordinance adopted by the Board of Park Commissioners of the District on November 17, 2021.

WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS

President, Board of Park Commissioners

----- NOT PART OF THE BID -----

(Calculation of net interest cost)

	Bid	Post Sale Revision
Gross Interest	\$	
Less Premium/Plus Discount	\$	
True Interest Cost	\$	
True Interest Rate	%	%
TOTAL BOND YEARS	1,570.61 Years	Years
AVERAGE LIFE	0.853 Years	Years

<sup>\*</sup>Subject to change.

TO:

**Board of Commissioners** 

FROM:

Sandra Simpson, Director of Finance

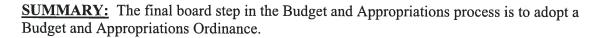
THROUGH: Michael Benard, Executive Director

RE:

**Budget and Appropriations Ordinance** 

DATE:

November 17, 2021



PREVIOUS COMMITTEE/BOARD ACTION: The board acknowledged receipt of the budget draft document and began the 30-day public viewing period. The document has been posted to the District's website and flyers have been placed at the DuPage County Historical Museum and the Community Center directing public to view the document on our website. The Board also conducted public hearings on the draft in October.

**REVENUE OR FUNDING IMPLICATIONS:** This ordinance provides the legal authority for the District to expend funds in 2022. It also indicates the sources of funding for those expenditures. The budget amounts represent the anticipated spending levels, the appropriations are 20% higher. Appropriations represent the legal spending limit for the District.

**ATTACHMENTS:** Budget and Appropriations Ordinance.

**RECOMMENDATION:** That the Board adopt the attached Budget and Appropriations Ordinance.



### **ORDINANCE 2021-04**

AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR THE WHEATON PARK DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

AN ORDINANCE ADOPTING A COMBINED BUDGET AND APPROPRIATING SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND .

LIABILITIES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022 AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE, AND THE AMOUNT APPROPRIATED FOR EACH OBJECT AND PURPOSE.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE WHEATON PARK DISTRICT:

Article I: As part of the Annual Budget, it is stated:

(a)	That the estimated cash on hand at the beginning of the fiscal year is:	\$26,412,668
(b)	That the cash expected to be received during the fiscal year from all sources is:	\$37,400,633
(c)	That the estimated expenditures contemplated for the fiscal year are:	\$38,460,362
(d)	That the estimated cash expected to be on hand at the end of the fiscal year is:	\$25,352,939
(e)	That the estimated amount of taxes to be received by the Wheaton Park District during the fiscal year is:	\$18,513,652
Article II:	The following sums of money in the "Budget" Column in the amount of is the budget for the fiscal year beginning January 1, 2022 and ending December 31, 2022.	\$44,460,205
	The sums of money in the "Appropriation" Column in the amount of or as much thereof as may be authorized by law be and the same are hereby appropriated for the corporate purposes of the Wheaton Park District, as therein after specified for the fiscal year beginning January 1, 2022 and ending December 31, 2022.	\$53,352,246

<u>Section 1.</u> That all unexpended balances of any items of any general appropriation made in this ordinance be expended in making up any insufficiency in any item or items in the same general appropriation made for this ordinance.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

<u>Section 3.</u> If any item, or portion thereof, of this ordinance is held invalid, such decision shall not affect the validity of the remaining portion of such item or the remaining portion of this ordinance.

<u>Section 4.</u> This ordinance shall be in full force and effect from and effect from and after its passage and publication in the manner provided by law.

<u>Section 5.</u> The budget and appropriation ordinance for any fiscal year is not intended or required to be in support of or in relation to any tax levy made during that fiscal year.

Passed by the Board of Park Com day of	missioners of the Wheaton Park District, DuPage County Illinois, on t
"Ayes"	
"Nays" 	

Secretary of the Board of Park Commissioners of the Wheaton Park District.

President of the Board of Park Commissioners of the Wheaton Park District Ordinance # 2021-04

# Wheaton Park District Budget and Appropriation Proposal for Fiscal Year January 1, 2022 thru December 31, 2022

GENERAL FUND  Expenses incurred for the general administration and maintenance of the	Budget	Appropriations
District	6,972,999	8,367,598
RECREATION FUND  Expenses incurred for the planning, establishing and maintaining of recreational opportunities for the public	11,308,465	13,570,158
SPECIAL RECREATION FUND  Expenses incurred in the provision of recreational programming for our special needs population	818,663	982,396
MUSEUM FUND  Expenses incurred in the administration and operation of Cosley Zoo which	1,925,487	2,310,585
INSURANCE LIABILITY FUND  Expenses incurred to provide business insurance for the District	485,589	582,707
AUDIT FUND  Expenses incurred to satisfy the requirement to have an annual audit of the accounts of the District	29,164	34,997
FICA FUND  Expenses incurred to pay the employer portion of Federal Insurance Contributions Act retirement obligations	653,331	783,997
IMRF FUND  Expenses incurred to pay the employer portion of Illinois Municipal Retirement Fund retirement obligations	662,175	794,610
<b>DEBT SERVICE FUND</b> Expenses incurred to satifsy the debt service obligations of the District	4,257,257	5,108,708
HEALTH FUND Expenses incurred to provided health insurance benefits for District employees	1,617,799	1,941,358

CAPITAL PROJECTS FUND	Budget	Appropriations
Expenses incurred to construct, maintain or replace capital assets of the District	4,998,313	5,997,975
GOLF FUND		
Expenses incurred for the administration and operation of the Arrowhead facility	10,239,722	12,287,667
INFORMATION TECHNOLOGY FUND		
Expenses incurred to provide computer equipment, software and		
telecommunications equipment for the District	491,243	589,491
ARTICLE III: SUMMARY OF BUDGETED AND A	DDDODDIATED ELINIDS	•
General Fund	6,972,999	
Recreation Fund	11,308,465	8,367,598 13,570,158
Special Recreation Fund	818,663	982,396
Museum Fund	1,925,487	2,310,585
Insurance Fund	485,589	582,707
Audit Fund	29,164	34,997
FICA Fund	653,331	783,997
IMRF Fund	662,175	794,610
Long Term Debt Fund	4,257,257	5,108,708
Health Insurance Fund	1,617,799	1,941,358
Capital Projects Fund	4,998,313	5,997,975
Golf Fund	10,239,722	12,287,667
Information Technology –	491,243	589,491
Total Budgeted and Appropriated Expenses, including Interfund transfers	44,460,205	53,352,246
Less: Interfund Transfers	(5,999,843)	(7,199,812)
Net Expenses, excluding Interfund Transfers	38,460,362	46,152,435

STATE OF ILLINOIS )
COUNTY OF DU PAGE )
I, Michael J. Benard, do hereby certify that I am the duly qualified and appointed Secretary of the Wheaton Park
District, in the County and State aforesaid, and as such Secretary I am the keeper of the records and files of the
Board of Park Commissioners of said park district.
I, HEREBY CERTIFY that the foregoing instrument is a true and correct copy of an ordinance entitled: 'An
Ordinance Making a Combined Annual Budget and Appropriation of Funds for the Wheaton Park District for the
Fiscal Year Beginning January 1, 2022 and Ending December 31, 2022, adopted at a meeting of the Board of Park
Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the of November, 2021.
I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that
the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified
time and place convenient to the public, that notice of said meeting was duly given to all of the news media
requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open
Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of
Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that
the Board has complied with all the provisions of the Act and said Code and with all of the procedural rules of the
Board.
IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Wheaton
Park District, at Wheaton, Illinois, on the day of, 2021.
(SEAL) Secretary, Wheaton Park District

### CERTIFICATION OF ESTIMATE OF

### REVENUES FOR FISCAL YEAR 2022

(SEAL)

### CERTIFICATION OF ESTIMATE OF

### **REVENUES FOR FISCAL YEAR 2022**

I, <u>Sandra D. Simpson</u>, do hereby certify that I am the duly qualified and appointed Treasurer of the Wheaton Park District and the chief fiscal officer of said park district; as such officer I do further certify that the revenues, by source, anticipated to be received by said park district in the fiscal year beginning January 1, 2022 and ending on December 31, 2022 are estimated to be as follows:

SOURCE	<u>AMOUNT</u>
Taxes	\$18,513,652
Interest on Investments	\$25,100
Charges for Services	\$10,181,780
Rental Revenues	\$831,401
Product Sales	\$6,000,438
Grants and Donations	\$1,657,780
Bond Proceeds	\$0
Miscellaneous	\$190,482
Beginning Cash Balance	\$26,412,668

IN WITNESS WHEREO	F, I have hereunto set my hand and	affixed the seal of the said park district the
day of	, 2021.	
		Treasurer and Chief Fiscal Officer, Wheaton Park District
(SEAL)		· · · · · · · · · · · · · · · · · · ·

TO:

**Board of Commissioners** 

FROM:

Sandra Simpson, Director of Finance

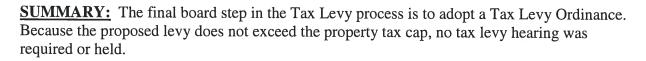
THROUGH: Michael Benard, Executive Director

RE:

Tax Levy Ordinance

DATE:

November 17, 2021



**PREVIOUS COMMITTEE/BOARD ACTION:** The board annually adopts a tax levy resolution at their October meeting. They adopted this resolution this year.

**REVENUE OR FUNDING IMPLICATIONS:** Property taxes represent approximately 43% of the District's total Revenues. They fund 100% of the District's General Obligation bonds and support our General, Recreation and Zoo funds as well as funding Special Recreation and ADA compliance and the Liability, Audit, IMRF and FICA Funds for the District.

**ATTACHMENTS:** Tax Levy Ordinance

**RECOMMENDATION:** That the Board adopt the attached Tax Levy Ordinance.



### Wheaton Park District ORDINANCE 2021-05

# AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE TAX YEAR 2021

BE IT ORDAINED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois.

### **SECTION 1**

That the sum of eighteen million, five hundred thousand, six hundred and fifty-seven dollars (\$18,500,657) or so much as may be authorized by law, is hereby assessed and levied for the anticipated objects and purposes hereinafter specified against all taxable property within the Wheaton Park District at full, fair cash value as the same is assessed and equalized for State and County purposes.

#### **SECTION 2**

Hereinafter set forth under the column entitled "Amount to Be Raised by Taxation" is the specific amount hereby levied for each object and purpose.

### **GENERAL CORPORATE FUND**

I. The amount to be raised by tax levy for all corporate purposes (Authority Sec. 5-1 Park District Code):

	Amount to be
	<b>Raised by Taxation</b>
Salaries & Wages	\$1,837,169
Contractual Services	\$975,422
Supplies	\$368,135
Other Charges	\$144,932
Capital Items	\$152,794
Transfers Out	\$1,411,225
TOTAL	4,889,676

### **RECREATION FUND**

II. The amount to be raised by tax levy for recreation programs (Authority Section 5-2 and 5-3a Park District Code):

	Amount to be Raised by Taxation
Salaries & Wages	\$1,982,862
Contractual Services	\$1,335,001
Supplies	\$440,655
Other Charges	\$97,496
Capital Items	\$9,115
Transfers Out	\$973,399
TOTAL	4,838,529

### **IMRF FUND**

III. The amount to be raised by tax levy for Illinois Municipal Retirement Fund purposes (Authority 40 ILCS 5/7-171):

Amount to be
Raised by Taxation

IMRF Expenditures 560,823

TOTAL 560,823

### **FICA FUND**

IV. The amount to be raised by taxation for Employer's Social Security Contributions (Authority 40 ILCS 5/7-171 and 40 ILCS 5/21-110):

	Amount to be
	<b>Raised by Taxation</b>
FICA Expenditures	563,378
TOTAL	563,378

### **LIABILITY FUND**

V. The amount to be raised by tax levy for liability insurance and risk management purposes authorized by Section 9-107 of the Local Governmental and Governmental Employees Tort Immunity Act (Authority 745 ILCS 10/9-107):

	Amount to be
	<b>Raised by Taxation</b>
Insurance expenditures	269,239
TOTAL	269,239

### **AUDIT FUND**

VI. The amount to be raised by tax levy for auditing expenses (Authority 50 ILCS 310/9):

	Amount to be
	<b>Raised by Taxation</b>
Auditing Expenses	29,779
TOTAL	29,779

### **SPECIAL RECREATION ASSOCIATION FUND**

VII. The amount to be raised by taxation for the purpose of funding the Park District's share of the expense of providing joint recreation programs for the handicapped (Authority Section 5-8 Park District Code):

	Amount to be
	<b>Raised by Taxation</b>
Joint Recreation Programs for	
People with Disabilities	864,376
TOTAL	864,376
	<u> </u>

### **MUSEUM FUND**

VIII. The amount to be raised by tax levy for the purpose of establishing, acquiring, completing, erecting, enlarging, ornamenting, building, rebuilding, rebuilding, improving, operating, maintaining and caring for museums and the buildings and grounds thereof (Authority 70 ILCS 1290/2):

	Amount to be Raised by Taxation
Salaries & Wages	\$581,772
Contractual Services	\$167,316
Supplies	\$130,504
Other Charges	\$33,640
Capital Items	\$1,154
Transfers Out	\$105,986
TOTAL	1,020,373

### **DEBT SERVICE ACTIVITY**

IX. The amount to be raised by taxation for the purpose of debt service:

	Amount to be
	Raised by Taxation
Debt Service	5,464,484
TOTAL	5,464,484
SUMMARY OF	LEVIES
General Corporate Levy	4,889,676
Recreation Program Levy	4,838,529
IMRF	560,823
FICA	563,378
Insurance	269,239
Audit	29,779
Special Recreation Association	864,376
Museum	1,020,373
Debt Service	5,464,484
	18,500,657

#### **SECTION 3**

Pursuant to Section 4-4 of the Park District Code, neither the Combined Budget and Appropriation Ordinance for the fiscal year beginning January 1, 2021 and ending December 31, 2021, nor any other combined budget and appropriation ordinance, is intended or required to be in support of, or in relation to, the tax levy made in this ordinance.

#### **SECTION 4**

The Secretary of the Wheaton Park District shall file with the County Clerk of the County Clerk of the County of DuPage, State of Illinois, a certified copy of this Ordinance and said County Clerk shall ascertain the rate per centum which, upon the total values of all property subject to taxation within said District, as the full, fair cash value as the same is assessed land equalized by the Department of Revenue of the State of Illinois for state and county purposes for tax year 2021 will produce the net amount herein levied and ordered certified and they shall extend the tax upon the tax books of the collector of the state and county taxes within said District as provided by law.

#### **SECTION 5**

Ordinance 2021-05 shall be in full force and effect from and after its adoption.

ADOPTED this 17th day of November 2021, pursuant to a roll call vote as follows.

AYES:	
NAYS:	
ABSENT:	
	Bob Frey President, Board of Park Commissioners Wheaton Park District
ATTEST:	
Mike Benard Secretary, Board of Park Commissioners	
Wheaton Park District	

(SEAL)

STATE OF ILLINOIS	)	
	)	SS.
COUNTY OF DUPAGE	)	

### **SECRETARY'S CERTIFICATE**

I, Mike Benard, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as such official, I am keeper of the records, ordinances, files and seal of said Park District, and,

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance 2021-05,

# AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE TAX YEAR 2021,

of the Wheaton Park District, DuPage County, Illinois adopted at a duly called meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the 17th day of November.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provision of the Park District Code of the State of Illinois, as amended, and that the Board complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District at Wheaton, Illinois, this 17th day of November.

Mike Benard Secretary, Board of Park Commissioners Wheaton Park District

(SEAL)

### **TRUTH IN TAXATION**

### **CERTIFICATE OF COMPLIANCE**

I, Bob Frey, hereby certify that I am the presiding officer of the Wheaton Park District, Wheaton, Illinois in DuPage County, Illinois and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85 (2002).

This certificate applies to the 2021 levy.

IN WITNESS WHEREOF, I have signed my name in my official capacity as the President and presiding officer of the Board of Park Commissioners of the Wheaton Park District, Wheaton, Illinois this 17th day of November 2021.

President, Board of Park Commissioners Wheaton Park District

(SEAL)

**Board of Commissioners** 

FROM:

Sandra Simpson, Director of Finance

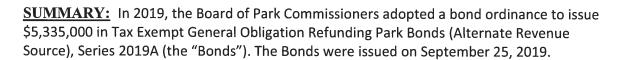
THROUGH: Michael Benard, Executive Director

RE:

Abatement Ordinance

DATE:

November 17, 2021



Since the Bonds are Alternate Bonds, the taxes levied to pay debt service on the Bonds must be "abated" each year or the County Clerk will levy a tax to repay the Bonds; if the tax is extended, the Bonds will count against the District's debt limit. The abatement ordinance attached was prepared by our bond counsel and abates the taxes levied to pay the Bonds for the 2021 tax levy year.

The tax can be abated because we are paying debt service on the Bonds by issuing limited bonds payable from the District's Debt Service Extension Base (DSEB). The DSEB represents the amount of taxes that the District can levy in each levy year to pay debt service on limited bonds. The District's DSEB for levy year 2021 is \$2,492,935.22 and increases each year by the lesser of 5% or the Consumer Price Index.

PREVIOUS COMMITTEE/BOARD ACTION: The board is presented this abatement ordinance annually for their review and approval at their November board meeting.

### **REVENUE OR FUNDING IMPLICATIONS:** N/A

ATTACHMENTS: Email from Chapman & Cutler indicating their review of this cover memo and the ordinance.

**RECOMMENDATION:** Staff recommends that the Board adopt the following Abatement Ordinance.



### **Sandra Simpson**

From:

Anjali Vij <anjvij@chapman.com> Tuesday, October 26, 2021 10:44 AM

Sent: To:

Sandra Simpson

Cc:

Stephanie B. DiSilvestro

Subject:

Re: 2021 Annual Abatement Ordinance

Good morning, Sandra,

We have reviewed the documents regarding your annual abatement ordinance and have no comments. Just a reminder that the District must have at least \$570,400 on deposit in the Bond Fund prior to abating the 2021 tax levy.

Please let me or Stephanie know if you have any questions. Thank you! Anjali

Anjali Vij | Partner Chapman and Cutler LLP 111 West Monroe Street | Chicago, IL 60603 Direct: 312.845.3472 Fax: (312) 516.1972

From: Sandra Simpson <ssimpson@wheatonparks.org>

Date: Thursday, October 21, 2021 at 12:31 PM

To: Anjali Vij <anjvij@chapman.com>

Cc: Stephanie DiSilvestro <disilves@chapman.com>

Subject: 2021 Annual Abatement Ordinance

### \*\*EXTERNAL SENDER\*\*

anjvij@chapman.com

Good Afternoon Anjali,

Could you please review the attached documents for our annual abatement ordinance? We will be presenting this to our board at their November meetings (committee on 11/3 and before the full board at their regular meeting on 11/17). Your response to this email will also be included in the information that I forward to the board.

Thank you!

Sandra

### Sandra Simpson | Director of Finance

Wheaton Park District

MINUTES of a regular public meeting of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, held in the Wheaton City Council Chambers, 303 West Wesley Street, Wheaton, Illinois, in said Park District at 5:00 o'clock P.M., on the 17th day of November, 2021.

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, Bob Frey, the President, and the following Park Commissioners were physically present at said location: The following Park Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: No Park Commissioner was not permitted to attend the meeting by video or audio conference. The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The President announced that the next item of business before the Board of Park Commissioners was the consideration of an ordinance abating the taxes heretofore levied for the year 2021 to pay debt service on the General Obligation Refunding Park Bonds (Alternate

Revenue Source), Series 2019A, of the District.

Whereupon Park Commissioner	presented	and	the
Secretary read by title an ordinance as follows, copies of which were av	ailable to ev	eryon	e in
attendance at said meeting who requested a copy:			

#### ORDINANCE No. 2021-06

AN ORDINANCE abating the taxes heretofore levied for the year 2021 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

\* \* \*

WHEREAS, the Board of Park Commissioners (the "Board") of the Wheaton Park District, DuPage County, Illinois (the "District"), by ordinance adopted on the 4th day of September, 2019 (the "Ordinance"), did provide for the issue of \$5,335,000 General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the District (the "Bonds"), and the levy of direct annual taxes sufficient to pay the principal of and interest on the Bonds (the "Pledged Taxes"); and

WHEREAS, Pledged Revenues (as defined in the Ordinance) or other lawfully available funds are available and on deposit in the Bond Fund (as defined in the Ordinance) to pay principal of and interest on the Bonds when due in the next bond year (June 15 and December 15), so as to enable the abatement of all of the Pledged Taxes levied for the year 2021; and

WHEREAS, the Board hereby further determines that it is necessary and in the best interests of the District that the Pledged Taxes levied for the year 2021 to pay the Bonds be abated in their entirety:

Now, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Abatement of Tax. The Pledged Taxes levied for the year 2021 in the Ordinance are hereby abated in their entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to abate the Pledged Taxes levied for the year 2021 in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted November 17, 2021.

President, Board of Park Commissioners

Secretary, Board of Park Commissioners

Park Commissioner move	ed and Park Commissioner
seconded the motion that said ordinance as prese	nted and read by title be adopted.
After a full discussion thereof, the Preside	ent directed that the roll be called for a vote
upon the motion to adopt said ordinance.	
Upon the roll being called, the following Pa	ark Commissioners voted AyE:
and the following Park Commissioners voted NAY:	
Whereupon the President declared the I	motion carried and said ordinance adopted,
approved and signed the same in open meeting an	d directed the Secretary to record the same in
the records of the Board of Park Commissioners	of the Wheaton Park District, DuPage County,
Illinois, which was done.	
Other business not pertinent to the adoption	on of said ordinance was duly transacted at the
meeting.	
Upon motion duly made, seconded and car	ried, the meeting was adjourned.
	Secretary, Board of Park Commissioners
	,.

State of Illinois	)
	) SS
COUNTY OF DUPAGE	)

#### **CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners (the "Board") of the Wheaton Park District, DuPage County, Illinois (the "District"), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 17th day of November, 2021, insofar as same relates to the adoption of Ordinance No. 2021-06 entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2021 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday, that at least one copy of said agenda was continuously available for public review from the time of such posting until said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 17th day of November, 2021.

Secretary,	Board of	f Park Commissioners	

STATE OF ILLINOIS	)
COUNTY OF DUPAGE	) SS )
	FILING CERTIFICATE
I, the undersigned	, do hereby certify that I am the duly qualified and acting County Clerk
of The County of DuPage,	Illinois, and as such official I do further certify that on the day of
November, 2021, there w	as filed in my office a duly certified copy of an ordinance entitled:
to pay del Bonds (Alto	ICE abating the taxes heretofore levied for the year 2021 bt service on the General Obligation Refunding Park ernate Revenue Source), Series 2019A, of the Wheaton ct, DuPage County, Illinois.
duly adopted by the Board	d of Park Commissioners of the Wheaton Park District, DuPage County,
Illinois, on the 17th day of	f November, 2021, and that the same has been deposited in the official
files and records of my of	fice.
I do further certify	$\gamma$ that the taxes heretofore levied for the year 2021 for the payment of
the General Obligation F	Refunding Park Bonds (Alternate Revenue Source), Series 2019A, as
described in said ordinand	ce be abated in its entirety as provided in said ordinance.
In Witness Whereto	o, I hereunto affix my official signature and the seal of said County, this
day of November, 20	021.
(SEAL)	County Clerk of The County of DuPage, Illinois

**Board of Commissioners** 

FROM:

Matthew Jay, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE:

Insurance Renewal for 2022 (Health, Dental, Vision, Group Term Life and

EAP)

DATE:

November 2021

### **SUMMARY:**

In 2018, the Board approved CFM Insurance, Inc. as the District's insurance broker. The following information is a result of CFM's work on our behalf.

### Health

In October 2019, the Board approved Blue Cross Blue Shield (BCBS) as our health insurance provider for the 2020 plan year. We had the option to select a 2020 rate at a slightly lower cost or a guaranteed 24-month rate at a slightly higher cost for plan years 2020 and 2021. The Board approved the 24-month rate. The Board also approved bundling the ancillary insurances (dental, vision, and group term life) for an additional 1% discount on the health insurance premiums with an approximate savings of \$12,685 for 2020. The 1% discount bundle was also available in 2021. We will have an overall 22.4% increase in 2022. This does not take into account a 2.4% bundle (medical, dental, vision, and life) and \$30,000 communication credit.

The 2021 deductibles, copays, out-of-pocket costs and coverage will remain the same for 2022.

### Dental

The dental rates have increased by approximately 3%, \$3,814, for 2022. If we do not include the BCBS dental as part of the bundle, we would lose the 1% discount, approximately \$13,038, on our health premiums. All deductibles, copays, out-of-pocket costs and coverage will remain the same for 2022.

### Vision

The vision insurance rates are through Dearborn National, an affiliate of BCBS rates are All deductibles, copays, out-of-pocket costs, and coverage will remain the same for 2022.

### Group Term Life & AD&D

Group term life insurance and Accidental Death and Dismemberment are also through Dearborn National. The rate will remain the same as 2021 at a combined total of .20¢ per \$1,000 of coverage.

### Voluntary Life Insurance

Voluntary life insurance is through Dearborn National and rates have also remained the same for 2022 as in 2021. This insurance is paid by the employee through payroll deduction.

### **Employee Assistance Program**

The employee assistance program through ComPsych rates will remain the same for 2022 as 2021 at \$1.28 per employee per month. Coverage is available to full-time and part-time employees.

### **FINANCIAL CONSIDERATIONS:**

Using our October 2021 census, the estimated cost of coverage for health, dental, vision, group term life, and the employee assistance program is as follows:

BCBS Health Insurance Premiums						
Current Plans New Plan Year						Control of the
		202	20/2021	2022		門等的重視的
	# of	Monthly Cost per	Total Annual	Monthly Cost per	Total Annual	Difference
Tier Level	EEs	Employee	Cost	Employee	Cost	
PPO – Single	9	\$559.21	\$60,394.68	\$650.95	\$70,302.60	\$9,907.92
PPO – Single + Spouse	8	\$1,191.82	\$114,414.72	\$1,383.86	\$132,850.56	\$18,435.84
PPO – Single + Child(ren)	2	\$1,117.33	\$26,815.92	\$1,340.28	\$32,166.72	\$5,350.80
PPO - Family	8	\$1,749.93	\$167,993.28	\$2,073.19	\$199,026.24	\$31,032.96
HMO – Single	14	\$410.03	\$68,885.04	\$484.67	\$81,424.56	\$12,539.52
HMO – Single + Spouse	11	\$873.87	\$115,350.84	\$1,030.38	\$136,010.16	\$20,659.32
HMO – Single + Child(ren)	11	\$819.25	\$108,141.00	\$997.93	\$131,726.76	\$23,585.76
HMO – Family	33	\$1,283.09	\$508,103.64	\$1,543.65	\$611,285.40	\$103,181.76
Waive Coverage	10					
TOTAL	106		\$1,170,099.12		\$1,394,793.00	\$224,693.88

2022 BCBS Dental Insurance Premiums						
11		2021		2022		
		Monthly	2021	Monthly		Increase
	# of	Cost per	Total Annual	Cost Per	2022 Total	in
Tier Level	EEs	EE	Cost	EE	Annual Cost	Premium
Single	22	\$40.56	\$10,707.84	\$41.76	\$11,024.64	\$316.80
Single + Spouse	20	\$82.02	\$19,684.80	\$84.46	\$20,270.40	\$585.60
Single + Child(ren)	12	\$104.85	\$15,098.40	\$107.96	\$15,546.24	\$447.84
Family	44	\$158.23	\$83,545.44	\$162.92	\$86,021.76	\$2476.32
Waive Coverage	8					
TOTAL	106		\$129,036.48		\$132,863.04	\$3,826.56

2022 BCBS Vision Insurance Premiums						
		Monthly Cost	Total Annual			
Tier Level	# of EEs	per EE	Cost			
Single	34	\$6.67	\$2,721.36			
Single + Spouse	18	\$12.65	\$2,732.40			
Single + Child(ren)	10	\$13.32	\$1,598.40			
Family	34	\$19.59	\$7,992.72			
Waive Coverage	10					
TOTAL	106		\$15,044.88			

2022 Dearborn National Group Term Life Insurance and AD&D Premiums								
Volume of Coverage		Monthly Cost	Annual Cost					
\$10,023,000	.20¢	\$2,004.60	\$24,055.20					

The employee assistance program through ComPsych is \$1.28 per employee (full-time-106 and part-time-375 only) per month for an estimated annual total of \$7,388.

Below is a comparison of our 2022 health premiums to the cost of PDRMA's 2019 health insurance rates. Even using PDRMA's three-year-old rates, we still see a significant saving of \$470,618 for the 2022 plan year with BCBS.

2022 BCBS H	ealth In	surance Pren	niums	2019 PDRM	IA Premiums	
		Monthly		Monthly		
	# of	Cost per	Total Annual	Cost per	Total Annual	Annual
Tier Level	EEs	EEs	Cost	EEs	Cost	Savings
PPO – Single	9	\$650.95	\$70,302.60	\$982.40	\$82,521.60	\$35,796.60
PPO – Single + Spouse	8	\$1,383.86	\$132,850.56	\$1,789.94	\$107,396.40	\$38,983.68
PPO – Single + Child(ren)	2	\$1,340.28	\$32,166.75	\$1,290.04	\$15,480.48	(\$1,205.76)
PPO - Family	8	\$2,073.19	\$199,026.24	\$2,520.58	\$272,222.64	\$42,949.44
HMO – Single	14	\$484.67	\$81,424.56	\$663.86	\$151,360.08	\$30,103.92
HMO – Single + Spouse	11	\$1,030.38	\$136,010.16	\$1,256.39	\$211,073.52	\$29,833.32
HMO – Single + Child(ren)	11	\$997.93	\$131,726.76	\$889.58	\$96,074.64	(\$14,302.20)
HMO – Family	33	\$1,543.65	\$611,285.40	\$1,792.50	\$709,830.00	\$98,544.60
Waive Coverage	10					. ,
TOTAL	106		\$1,394,793.00		\$1,655,496.60	\$260,703.60

### **RECOMMENDATION:**

Staff recommends renewing with the current BCBS HMO and PPO health plans, Dearborn National vision, group term life and AD&D, and voluntary life insurance coverage, and ComPsych employee assistance program. Staff also recommends renewing with BCBS Dental plan. The combined annual cost of all lines of coverage is estimated to be \$1,574,144.12 (not including employee contributions toward health care and vision) for the 2022 plan year.



#### Wheaton Park District

### Group Health Plan Executive Summary – 2022 Renewal Analysis

In 2019, BCBSIL employed strategies to grow their Middle Market business sector (51-151 employees). This included intervention to reduce the requested rate increases, and investment credits to assist in funding employer's communication and wellness efforts. While this was successful in growing the overall Middle Market block of business, BCBSIL observed a deterioration in the risk profile of the segment, a higher loss ratio, and lower margins. Also, the market had become so accustomed to these strategies that they lost their effectiveness and were taken for granted.

As of 1/1/21 BCBSIL is taking a more disciplined approach to renewing middle market business. They are paying much more attention to a group's loss ratio, large claimants, demographic changes, and pharmacy spend. Their renewal actions, and subsequent negotiations, are closely tied to the risk of the group.

BCBSIL is encouraging us (and Wheaton Park District) to work with them to renew the business. Their intention is to renew all our mutual clients. We will be sharing competitive data and any impacts that an employer has faced due to COVID.

CFM has formally discussed Wheaton Park District's renewal with Underwriting and Management and has formally requested rate relief. In addition, we will be obtaining and providing competitive proposals from Aetna, Cigna, Humana, and United Healthcare for both WPD's consideration, as well as to aid in our negotiations for lower rates.

### 1/1/22 Renewal Quick Facts:

- 1. The group received an initial overall increase of 27.83% effective 1/1/22
- 2. Initial negotiations reduced the increase by 4.5% to 22.24% overall effective 1/1/22
- 3. Further negotiations resulted in the following: If the group renews all lines of business (Medical, dental, vision, life), you will receive an additional 2.5% rate relief plus a \$30,000 communication credit.
- 4. This is a 3rd year BCBSIL renewal (coming off a 2 Year rate guarantee)
- 5. 2022 BCBS renewal rates with all discounts above, are still approximately 19.9% lower (overall) than our 2019 PDRMA renewal rates.

### 2022 Health Renewal Premium Change Components:

- a. Account/Benefit Program Adjustment (Includes Medical Trend/Inflation): +6.77%
- b. Demographic Adjustment: -0.81%
- c. Change in Risk: +15.43%

Total: + 22.24%

\*Does not take into consideration additional 2.5% rate relief or \$30,000 communication credit outlined in item #3 above. In applying the 2.5% concessions (if accepted), the amended renewal is closer to a 19.75%. Factoring in the communication credit further reduces the increase to approximately 17.78%.

### Change Component Definitions:

- a) Account/Benefit Program Adjustment (incl. Trend) includes group and benefit plan specific pricing changes due to factors such as medical cost trends, pool adjustments, plan, industry and geographical pricing, etc.
- b) Demographic Adjustment is the pricing change for age, gender, group size and dependent composition differences.
- c) Change in Risk is the pricing change resulting from BCBSIL's analysis of medical conditions and experience.
- Below are the large (\$30,000+) NET claims that were incurred in the current evaluation period and membership status:

\$165,045.40	Active
\$109,924.62	Active
\$67,670.41	Active
\$45,376.25	Active
\$44,921.47	Active
\$38,391.95	Active
\$32,043.43	Active

• Underwriting indicated that the group's AMU (Automated Medical Underwriting) score increased significantly. This indicates that severe and ongoing conditions exist on the account.

### WPD Historical Rate History

#### Wheaton Park District - Medical/Rx Drug Rate History

		Expiring	F	Renewal	Nev	v Business	Nei	v Business	Renewal	Initial Renewal	15	Renewal		Negotiated
	1	1/1/2018	1	/1/2019	1	/1/2019	1	/1/2020	1/1/2021	1/1/2022		1/1/2022		/1/2022
НМО		PDRMA		PDRMA		UHC		BCBSIL	BCBSIL	BCBSIL		BCBSIL	-	CBSIL
Employee Only	\$	626.07	\$	663.86	\$	545.19	\$	434.79	\$ 410.03	\$ 519.81	\$	497.10	\$	484.67
Employee + Spouse	\$	1,177.00	\$	1,256.39	\$	1,024.94	\$	913.51	\$ 873.87	\$ 1,105.08	\$	1,056.80	\$	1,030.38
Employee + Child(ren)	\$	835.94	\$	889.58	\$	727.95	\$	820.78	\$ 819.25	\$ 1,070.28	\$	1,023.52	\$	997.93
Full Family	\$	1,675.47	\$	1,792.50	\$	1,459.02	\$	1,299.51	\$ 1,283.09	\$ 1,655.56	\$	1,583.23	\$	1,543.65
PPO	- 1		_							. = .				
Employee Only	\$	963.07	\$	982.40	\$	733.76	\$	585.77	\$ 559.21	\$ 698.14	\$	667.64	\$	650.95
Employee + Spouse	\$	1,760.63	\$	1,789.94	\$	1,379.45	\$	1,230.76	\$ 1,191.82	\$ 1,484.19	\$	1,419.34	\$	1,383.86
Employee + Child(ren)	\$	1,266.91	\$	1,290.04	\$	979.73	\$	1,105.80	\$ 1,117.33	\$ 1,437.45	\$	1,374.65	\$	1,340.28
Full Family	\$	2,482.25	\$	2,520.58	\$	1,963.66	\$	1,750.79	\$ 1,749.93	\$ 2,223.50	\$	2,126.35	\$	2,073.19
Rate Action										27.83%	1.	22.24%		19.74%

### Employer Sponsored Group Health Plan Industry Notes:

In addition to the group specific renewal factors mentioned above, the employer sponsored health plan delivery system is also experiencing increases in costs due to several additional (general) factors, which include but are not limited to:

- 1. JAMA study identifies five factors that are affecting the cost of healthcare: a growing population, aging seniors, disease prevalence or incidence, medical-service utilization, and service price and intensity.
- 2. Increase in Chronic Illnesses: The authors of the JAMA study point to chronic medical condition responsible for the greatest increase in spending over the study period. The increased cost of diabetes, low back pain, high blood pressure, high cholesterol, and depression were the primary contributors.
- 3. Patients Avoiding Care Due to Cost and COVID-19: A Kaiser Family Foundation (KFF) poll now suggests that up to 50% of the public have either avoided or postponed medical care due to concerns about the COVID-19 pandemic, further exacerbating what was already a serious problem. Avoiding care results in higher overall healthcare costs as the delay makes treatable conditions more costly to treat.
- 4. Cost of COVID-19 Testing, Treatment, and Care: COVID-19, with the increased need for testing, treatment, and care, was expected to change the cost of healthcare. Some experts expected costs to rise, others expected them to fall. Early on, healthcare spending did fall, mostly due to fewer patients seeking care, as discussed above. More recently, utilization and spending have both rebounded.

In the grand scheme of things, COVID may not alter the trajectory of healthcare spending a great deal. Though short-term spending fell, it is expected to grow at an average annual rate of 5.4% and reach \$6.2 trillion by 2028.

- <u>5. American Rescue Plan:</u> Additional healthcare cost containment provisions are part of the Biden administration's <u>American Rescue Plan</u> (ARP) signed by President Biden in March of 2021.<sup>18</sup> Among the provisions related to healthcare costs:
  - Increasing coverage under the <u>Affordable Care Act</u> (ACA) to include more generous financial assistance for ACA premiums to allow more families to qualify. This provision lasts through the end of 2022.
  - The bill includes \$46 billion to expand federal, state, and local testing for COVID-19 and contract tracing capacity.
  - The American Rescue Plan also provides a 100% subsidy of COBRA health insurance premiums to ensure that laid-off workers and their families are covered through the end of September 2021.
- 6. The No Surprises Act: Additional CAA legislation, known as the No Surprises Act, also slated to go into effect Jan. 1, 2022, guards against surprise billing, another leading cause of rising healthcare costs. In addition to outlawing surprise medical and hospital bills, the act ends surprise air ambulance bills, requires transparency regarding in-network and out-of-network deductibles and out-of-pocket limitations, implements protections against provider discrimination, and requires health plan external review in the case of certain surprise bills.

Dispute resolution, patient protection, and transparency are mandated, as well as a requirement that providers issue fair and honest advance cost estimates. Other requirements include ensuring continuity of care, maintaining a price comparison tool, and several other provisions.

### 2022 Renewal Action Plan:

- CFM is currently in negotiations with BCBSIL underwriting and management seeking further rate relief to lower the overall renewal increase.
- In addition to our ongoing negotiations with BCBSIL, CFM is fully engaged in the remarketing efforts with the following carriers: Aetna, Cigna, Humana, and United Healthcare. Our goal is to identify lower cost alternatives to present to WPD for consideration. In addition to generating alternative options, this data allows us to further negotiate additional rate relief with BCBS at the same time. We will present any lower cost alternatives to BCBS to give them first right of refusal before considering a carrier change. Expectations are that Cigna and UHC could be more competitive than BCBS. We are not, however, anticipating that Aetna or Humana will be more competitive than BCBS.
- Anticipated Timeline:
  - o Initial Rate Relief (round 1) offer from BCBSIL Completed
  - o Fully underwriting market summary for all carriers results expected by 11/5
  - Final Rate Relief (round 2) offer from BCBSIL results expected by 11/10

**Board of Commissioners** 

FROM:

Matthew Jay, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE:

**Employee Contributions to Insurance Costs for 2022** 

DATE:

November 3, 2021

### **SUMMARY & PREVIOUS BOARD ACTION:**

For 2019, the Board approved employee contributions to the cost of health insurance at a level 15% of the PPO premium and 5% of the HMO premium. For 2020 and 2021, the Board chose to keep the same dollar amounts charged in 2019 for the employees' share of the premium.

2020/2021 Employee Cor	tribution to Health	Insurance
	EE Monthly	EE Monthly
Tier Level	Premium \$	Premium %
PPO Single	\$110.06	19.68%
PPO Single + Spouse	\$206.92	17.36%
PPO Single + Child(ren)	\$146.96	13.15%
PPO Family	\$294.55	16.83%
HMO Single	\$27.26	6.65%
HMO Single + Spouse	\$51.25	5.86%
HMO Single + Child(ren)	\$36.40	4.44%
HMO Family	\$72.95	5.69%

In 2019, the Board approved a vision insurance plan for employees. The District pays for employee only coverage and the employees can choose to pay for dependent care coverage as follows:

Vision	Employee	Monthly C	ontribution	S
Year	Single	S+Sp	S+Ch	Fam
2019	0	5.77	7.88	13.7
2020	0	5.98	6.65	12.92
2021	0	5.98	6.65	12.92
2022	0	5.98	6.65	12.92

In October or November of each year, the Park Board determines employee contribution to the cost of insurance coverage for the subsequent year.

### REVIEW OF PRIOR CONTRIBUTION RATE METHODS

Over the years, we have used a variety of methods to determine employee contribution levels. Employees have paid a percent of their salary, a flat dollar amount, and a percent of the premium as shown below:

### Health Insurance Premiums Percents of Salary by Year and Dollar Amount by Year

Year	Single	Single Single +1 Family		Comments
2007	0.75	1.00	1.25	EE pays a percent of salary
2008	0.75	1.00		EE pays a percent of salary
2009	1.25	1.50		EE pays a percent of salary
2010	1.25	1.50		EE pays a percent of salary
2011	1.25	1.50		EE pays a percent of salary
2012	1.25	1.50		EE pays a percent of salary
2013	1.25	1.50		EE pays a percent of salary

		PPO			HMO		Comments
	Single	Single + 1	Family	Single	Single + 1	Family	
2014	\$2,000 / \$76.92	\$2,500 / \$96.15	\$3,000/\$115.38	\$500 / \$19.23	\$750 / \$28.85	\$1,000 / \$38.46	Amounts are Annual / Per Pay
2015	\$2,000 / \$76.92	\$2,500 / \$96.15	\$3,000 / \$115.38	\$500 / \$19.23	\$750 / \$28.85	\$1,000 / \$38.46	Amounts are Annual / Per Pay
2016	\$2,080 / \$80.00	\$2,600 / \$100.00	\$3,120/\$120.00	\$520 / \$20.00	\$780 / \$30.00	\$1,040 / \$40.00	Amounts are Annual / Per Pay
2017	\$2,080 / \$80.00	\$2,600 / \$100.00	\$3,120 / \$120.00	\$520 / \$20.00	\$780 / \$30.00	\$1.040 / \$40.00	Amounts are Annual / Per Pay
2018	\$2,080 / \$80.00	\$2,600 / \$100.00	\$3,120/\$120.00	\$520 / \$20.00	\$780 / \$30.00	\$1,040 / \$40.00	Amounts are Annual / Per Pay

		Employee Portion of Premium is a Fixed Percent of the Premium (Per Month / Year)										
		PPO -	15%			HM	0 - 5%					
Year	Single	S + Spouse	S + Child(ren)	Family	Single	S + Spouse	S + Child(ren)	Family				
	\$110.66 / \$1,320.77	\$206.92 / \$2,483.01	\$147.96 / \$1,763.51	\$294.55 / \$3,534.59	\$27.26 / \$327.11	\$51.25 / \$614.96	\$36.40 / \$436.77	\$73.00 / \$875.95				
2020	\$110.66	\$206.92	\$147.96	\$294.55	\$27.26	\$51.25	\$36.40	\$72.95				
2021	\$110.66	\$206.92	\$147.96	\$294.55	\$27.26	\$51.25	\$36.40	\$72.95				

## REVIEW OF CURRENT EMPLOYEE CONTRIBUTION TOTALS

In 2021, employees will contribute approximately \$108,592.32 in health insurance premium contributions. Total health insurance costs will be approximately \$1,170,099.12.

Employee C	ontributions (	of Health Covera	ge
		EE Monthly	Annual EE
Tier Level	# of EEs	Premium	Contributions
PPO Single	9	\$110.06	\$11,886.48
PPO Single + Spouse	5	\$206.92	\$19,864.32
PPO Single + Child(ren)	2	\$146.96	\$3,527.04
PPO Family	8	\$294.55	\$28,276.80
HMO Single	14	\$27.26	\$4,579.68
HMO Single + Spouse	11	\$51.25	\$6,765.00
HMO Single + Child(ren)	11	\$36.40	\$4,804.80
HMO Family	33	\$72.95	\$28,888.20
Waive Coverage*	10		
TOTAL PAID BY	106		\$108,592.31
EMPLOYEES			
TOTAL INSURANCE PREMIUM	A COSTS		\$1,170,099.12

\*Employees that waive health insurance coverage are eligible for an incentive as follows: \$1,500 for single; \$1,500 for spouse, and \$1,500 for children. The total amount available to waive for a family is \$4,500. The incentive is added to their paycheck over the course of 26 pay periods. No incentive is given for waiving dental or vision coverage.

For vision insurance premiums in 2021, the District paid for all "employee only" coverage and the employees can choose to pay for dependent coverage. In 2021, the resulting employee contribution was approximately \$7,361.04. The District paid approximately \$7,683.84 for single coverage.

Employee C	Employee Contributions to Vision Coverage									
	_	EE Monthly	Annual EE							
Tier Level	# of EEs	Premium (\$)	Contributions							
Single	34	\$0.00	\$0.00							
Single + Spouse	18	\$5.98	\$1,291.68							
Single + Child(ren)	10	\$6.65	\$798.00							
Family	34	\$12.92	\$5,271.36							
Waive Coverage	10		· · · · · · · · · · · · · · · · · · ·							
TOTAL PAID BY EES	106		\$7,361.04							

### **CURRENT AND POTENTIAL EMPLOYEE CONTRIBUTION RATES**

The chart below shows the employee health insurance contribution of \$108,592.32 for the 2020 and 2021 plan year. This contribution amount would increase in 2022 if no percentage changes are made. A total employee health insurance contribution of \$128,640.18 would be realized if the employee contribution percentages stayed the same for both the PPO and HMO..

			Employee	Contribution	to CURRENT Hea	ilth Coverage P	lans			Abject of	
			20	2020/2021 Current Plans			2022 Contributions at Same Percentage Rates				
		Gross	EE 🛠			Gross	EE ½			Annnual	
	≠∶f	Monthly	əf	EEMo.	Annual EE	Monthly	of	EE No.	Annual EE	33 l'EEA	
TierLevel	Ees	Pr≘mium *	Premium	³r≘mium	Cost	Fremium *	Premium	Pr⊋mium	Cost	Cost	
PPO Single	Э	\$ 559.21	19.58%	\$ 110.05	\$ 11,385,48	\$ 650.33	19.53%	\$ 128.11	\$ 13.835.55	\$ 1.949.07	
PPO Single + Spouse	2	5 1.191.82	17.3 <b>5</b> %;	\$ 205.92	\$ 19,354,32	\$ 1,383,86	17.35%	5 240.24	5 23.062.86	\$ 3,198,54	
PPO Single + Child(ren)	2	5 1.117.33	13.15%	\$ 145.95	\$ 3,527,04	5 1,340,28	13.15%	\$ 176.25	5 4.229.92	\$ 702.88	
PPO Family	2	\$ 1,749,93	15.83%	\$ 294.55	5 28,275,80	\$ 2,073,19	15.83%	\$ 348.92	5 33.495.12	5 5.219.32	
HMO Single	14	\$ 410.03	5.55%	\$ 27.26	\$ 4,579,58	\$ 484.57	5.55%	\$ 32.23	\$ 5,414,73	5 835.05	
HMO Single + Spouse	: 1	\$ 573.57	5.85%	\$ 51.25	\$ 5.755.00	\$ 1,030,38	5.55%	\$ 60.38	\$ 7,370,20	5 1,205,20	
HMO Single + Child(ren)	::	\$ \$19.25	4.44%	\$ 35.40	\$ 4.304.80	\$ 997.93	4,4456	\$ 44.31	\$ 5.848.67	5 1.043.67	
HMO Family	33	\$ 1,283,09	5.53%	\$ 72.95	\$ 28,388,20	5 1.543.55	5.59%	5 \$7.83	5 34.782.14	5 5,893,94	
Waive Coverage	10										
Total	106				\$ 108,592.32				\$ 128,640.18	\$ 20,047.86	

A larger and more legible version of the table above is provided on the last page of this report

Currently, employees do not contribute to the dental premiums for any level of coverage. Below is a possible employee contribution amount of 10% of the premiums which would result in an additional \$12,987 should the Board choose to begin to assess an employee contribution for dental coverage.

Possible Employee Contribution to Dental Coverage 2022							
		2022 Gross	2022	2022 EE Monthly	2022 Annual		
	# of	Monthly	Gross	Contribution of	EE		
Tier Level	EEs	Premium	Annual	10%	Contributions		
			Premium				
Single	22	\$40	\$12,960	\$4.06	\$1,315		
Single + Spouse	20	\$82	\$18,696	\$8.20	\$1,870		
Single + Child(ren)	12	\$105	\$12,600	\$10.49	\$1,259		
Family	44	\$158	\$85,320	\$15.82	\$8,543		
Waive Coverage*	8						
TOTAL PAID BY EES	106		\$129,576		\$12,987		

### **RECOMMENDATIONS:**

The current contribution levels and possible alternatives for 2022 are provided to prepare for the related Board discussion.

			Employee	Contribution	to CURRENT He	alth Coverage F	lans			
			20	20/2021 Curre	nt Plans	2022 Cont	ributions at	Same Percen	tage Rates	
		Gross	EE %			Gross	EE %			Annnual
	# of	Monthly	of	EE Mo.	Annual EE	Monthly	of	EE Mo.	Annual EE	AddilEE
Tierlevel	Ees	Premium*	Premium	Premium	Cost	Premium *	Premium	Premium	Cost	Cost
PPO Single	9	\$ 559.21	19.68%	\$ 110.06	\$ 11,886.48	\$ 650.95	19.68%	\$ 128.11	\$ 13,835.55	\$ 1,949.07
PPO Single + Spouse	8	\$ 1,191.82	17,36%	\$ 206.92	5 19,864.32	\$ 1,383.86	17.36%	5 240.24	\$ 23,062.86	\$ 3,198.54
PPO Single + Child(ren)	2	\$ 1,117.33	13.15%	\$ 146.96	\$ 3,527.04	5 1,340.28	13.15%	\$ 176.25	\$ 4,229.92	\$ 702.88
PPO Family	8	5 1,749.93	16.83%	\$ 294.55	\$ 28,276.80	\$ 2,073.19	16.83%	\$ 348.92	\$ 33,496.12	\$ 5,219.32
HMO Single	14	\$ 410.03	6.65%	\$ 27.26	\$ 4,579.68	\$ 484.67	6.65%	\$ 32.23	\$ 5,414.73	\$ 835.05
HMO Single + Spouse	11	\$ 873.87	5.86%	\$ 51.25	\$ 6,765.00	\$ 1,030.38	5.86%	\$ 60.38	\$ 7,970.20	\$ 1,205.20
HMO Single + Child(ren)	11	\$ 819.25	4,44%	\$ 36.40	\$ 4,804.80	\$ 997.93	4,44%	\$ 44.31	\$ 5,848.67	\$ 1,043.87
HMO Family	33	\$ 1,283.09	5.69%	\$ 72.95	\$ 28,888.20	\$ 1,543.65	5.69%	\$ 87.83	\$ 34,782.14	\$ 5,893.94
Waive Coverage	10									
Total	106				\$ 108,592.32				\$ 128,640.18	\$20,047.86

**Board of Commissioners** 

FROM:

Andy Bendy Director of Special Facilities

Sue Wahlgren Director of Cosley Zoo

THROUGH: Mike Benard

RE:

Walk- in Freezer Purchase

DATE: October 22, 2021



### **SUMMARY:**

Cosley Zoo is seeking a replacement walk-in freezer that is currently 20+ years old. This freezer has undergone multiple repairs over the past three years and continues to operate subpar. This freezer is used to store animal feed for a large portion of our collection.

### **REVENUE OR FUNDING IMPLICATIONS:**

The funds to cover this purchase have been acquired through donor support totaling \$60,000 for 2021 to operations.

Quotes are as follows:

Company	Quote
TriMark (Nor-lake)	\$11,166.51
Arctic	\$12,632.00
Polar King	\$17,518.09

### **ATTACHMENTS:**

Three quotes were acquired and are attached.

### **RECOMMENDATION:**

Staff recommends the purchase a new walk-in freezer from TriMark in the amount not to exceed \$12,500.



09/10/2021

To: TriMark Marlinn LLC Tom Lally 6100 W. 73rd Street, Suite 1 Bedford Park, IL 60638 708-496-1700

Project: Cosley Zoo From:

Hanna-Young & Assoc, Inc. - Bensenv

Tom Young 240 James St.

Bensenville, IL 60106-3319

(630)227-9900

630-227-9900 (Contact)

Job Reference Number: 11083

Standard Terms: - 50% down payment required at time of order, balance due within customer terms of final invoice.

Item Qty

Description

Seil

Sell Total

1 ea WALK IN FREEZER, MODULAR, SELF-CONTAINED

\$10,350,67

\$10,350.67

Nor-Lake Model No. KODF7788-C Kold Locker™, Outdoor -10°F Freezer, 8′ x 8′ x 7′-7″ H, with floor, 26 gauge embossed coated steel interior & exterior

finish, self-closing door, locking deadboit handle, membrane roof, CPF150JC-E-4-EV Capsule-Pak™ ceiling mount, 1-1/2 HP, 208-230v/60/1-ph

- Outdoor walk-ins shipping to the state of Florida or any other area requiring hurricane wind load ratings are NOT INCLUDED in the Kold Locker™ program, please contact factory for pricing
- 1 ea Contact factory regarding lead times on walk-ins shipping to California, Washington or Oregon as these likely will require seismic restraints
- 1 ea NOTE: A licensed electrician and refrigeration installer may be required to make all necessary refrigeration and electrical connections
- 1 ea 18 Month Labor/Service and original equipment parts warranty
- 1 ea 15 year original equipment panel warranty

1 ea 5 year compressor warranty (net) 1 ea Optional 36" door width, lead time may be affected (not available on 6' and 6'7" high Kold Lockers) \$250.00

\$500.00

\$250.00 \$65.84

\$65.84

\$500.00

1 ea Door hinge to be specified later 1 ea Freight Region: Central (NET)

1 ea Freight Destination - (IL) Illinois

ITEM TOTAL:

\$11,166.51

Total

\$11,166,51

No accessories included unless noted. Cost of inbound freight to be determined unless noted

Delivery and set in place is not included unless noted. All final connections by others. TriMark will make best efforts to hold the above prices for 30 days, but pricing may change due to manufacturer price increases out of TriMark's control.

If the job site is not ready at the time of initial scheduled delivery, re-delivery and/or storage charges will apply. There will be a 2% per month warehouse charge in all situations where payment is not received per agreement or within 10 days of projected

PLEASE NOTE: OUR BID DOES NOT INCLUDE ANY PLUMBING, ELECTRICAL, CARPENTRY, OR HVAC WORK, EITHER "ROUGH-IN" OR "FINAL CONNECTIONS" (UNLESS SPECIFICALLY NOTED OTHERWISE).

This Quote shall be subject to TriMark's Terms of Sale

http://www.trimarkusa.com/siteMedia/siteResources/Terms/TriMark-Terms-of-Sale.pdf
which are incorporated herein by reference and shall govern. The parties specifically
agree that no signature shall be required in order for this Quote or its applicable terms
and conditions to be deemed legally binding and enforceable on Customer where the
intent to be so bound can be inferred (including by acceptance or retention of products
or services), notwithstanding contrary requirements under any law.

	accept the above	terms and	conditions
Signature		Date	

Return Policy -

A. Stock Supplies and Light Equipment = No charges or fees
B. Stock Heavy Equipment = Original charges for freight and/or Deliver and Set
C. Non-Stock Supplies and Light Equipment = 30% of sales price exclusive of sales

tax, plus freight.

### **Andy Bendy**

From:

Mike Gentry <mike@arcticwalkins.com>

Sent:

Tuesday, May 4, 2021 4:38 PM

To:

Sue Wahlgren

Subject:

Arctic walk-in online inquiry

Attachments:

Arctic Glacier Brochure.pdf

#### Susan

Thanks for contacting us about a walk-in. We make several stock and custom sizes and I have attached a brochure that has information on some of our most popular stock sizes called the Glacier Line. 8x8x8 is a stock size, GL88-F-SC, and costs \$11,979, plus \$653 for the outdoor package, and includes free shipping. The panels come with a 15 year warranty and the compressor comes with a 5 year warranty. Please let me know if you would like to receive any additional information or have any questions.

#### Thanks





Mike Gentry Commercial/Industrial Sales Manager

o: 305-883-3721

c: 305-793-6346 a: 9731 NW 114th Way, Miami FL 33178

a: 1340 W Gladstone St, Azusa CA 91702

e: mike@arcticwalkins.com

www.arcticwalkins.com

This message and its contents are confidential. If you received this message in error, do not use or rely upon it. Instead, please inform the sender and then delete it. Thank you.

first\_name

Susan Wahlgren

last name

Wahlgren

email swahlgren@wheatonparks.org

phone\_number 6305105035

Wheaton city state Illinois

what\_kind\_of\_unit\_do\_you\_need

Walk-in Freezer



## **PROPOSAL**

Susan Wahlgren Cosley Zoo 1356 N Gary Ave Wheaton, IL 60187-3425 8/3/2021

Proposal Number:

33986.1

Model Number: M88 Freezer 0°F		Installation: Free Standing
Standard Equipment:	Included Optional Equipment:	Color Choices (choose one):
25 Year Insulation Warranty 12 Year Structural Warranty 5 Year Compressor Warranty 208-230/1/60 Refrigeration System Anti-Microbial Interior Finish Condensate Line Crowned Roof Defrost Timer Door Closer/Door Sweep Seal Exterior Hasp Lock Heated Door Jamb Heated Relief Port on Freezer Heated Door on -10° Freezer Interior Lighting Lockable Door Latch Low Ambient Pressure Controls Magnetic Gasket/Heated Door Jamb Pre-charged Refrigerant	Vinyl Strip Curtains Exterior Door Ramp (42") - Aluminum Aluminum Diamond Tread Kick Plate Shelving package per drawing Keg Duty Flooring - 1,200 pound / sq ft	safety white light grey beige dunes tan  Or choose a palette number from one of the following manufacturers.  ICI/Glidden #  Benjamin Moore #  Sherwin Williams #
Rain Cap Above Exterior Doors		NDA No. 18 0516 05

#### PRICING/DELIVERY

Seamless Fiberglass Interior/Exterior Single Point Electrical Connection

Freight To: Wheaton, IL

Approximate Delivery:

**Payment Terms:** 

10-12 Weeks

50% Down; NET 30

Unit Price : \$

Cost (Installed): \$

Shelving Cost (Installed): \$
\*Estimated Sales Tax (6.25%): \$

\*\*Shipping/Set-In-Place: \$

Total Price: \$

16,647.09 1,926.42

<del>-1,215.28</del> 871.00

17,518.09

#### See Attached Polar King Conditions of Sale

This Proposal Valid For 60 Days

An Authorized Representative Shall Initial Page 1 of this Proposal and Sign Page 2 of this Proposal.

\* Applicable taxes are estimated - see attached Conditions of Sale - Taxes

\*\* Subject to change - see attached Conditions of Sale - Delivery

Page 1 of 2

initial:

Board of Commissioners

FROM:

Andy Bendy, Director of Special Facilities

Susan Wahlgren, Director, Cosley Zoo

THROUGH: Mike Benard, Executive Director

RE:

Approval of Payments exceeding \$10,000

DATE:

November 1, 2021



### **SUMMARY:**

Cosley Zoo once again partnered with J.B.R. Fundways Inc for carnival rides placed in Cosley Zoo's front lawn from October 1-31, 2021. J.B.R. Fundways has successfully provided rides for the Cosley Zoo Pumpkin Fest since 2014 as well as the Taste of Wheaton and July 3<sup>rd</sup> Fireworks.

The agreement calls for a 75/25 split of revenue with 25% going to Cosley Zoo. The partnership grossed \$41,852 (as of October 27, 2021) in total ticket sales in 2021. This resulted in earnings of \$10,463 for Cosley Zoo (25%) and a payment of \$31,389 (75%) to J.B.R. Fundways. All revenues are processed through the zoo operating budget.

Gross Sales	25% Share	75% Share
Cosley Zoo Carnival Rides	Cosley Zoo	J.B.R. Fundways
\$41,852	\$10,463	\$31,389

### PREVIOUS COMMITTEE/BOARD ACTION:

On November 20, 2019, the Wheaton Park District Board of Commissioners' approved payment for the 2019 Cosley Zoo Pumpkin Fest carnival rides service in the amount of \$18,238.50 to J.B.R Fundways. Cosley Zoo received \$6,079.50 in 2019. No rides were offered in 2020 due to precautions related to COVID-19.

### **REVENUE OR FUNDING IMPLICATIONS:**

Cosley Zoo will net \$10,463 in its 2021 operational revenue.

### **RECOMMENDATION:**

Staff requests the Board of Commissioners' approval for the payment of \$31,389 (as of October 28, 2021) to J.B.R. Fundways.

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE:

2022 Toro 4000D Replacement

DATE:

October 27, 2021



### **SUMMARY:**

Our 2013 Toro Groundsmaster 4000D (1312) is budgeted for replacement in 2022. It is currently a part of Illinois state purchasing that provides a set price for the mower and permits a 10% discount off the MSRP for attachments. We have been advised that Toro requested a price increase earlier this year and more recently has requested to be removed from the state contract. This is due to price volatility that we have seen across nearly all industries. Our research indicates that Toro MSRP has increased 17% between 2019 and 2021.

With the uncertainty in future pricing, new orders are not being taken for Toro equipment in Illinois at this time. Our local supplier is willing to honor the current quotation that we have if we are able to commit to this purchase now. Regardless, it is not expected that we will take delivery for 5-6 months.

Contributing to the cost of this mower is a winter encloser and 61" snow thrower attachment. This is our only mower that has this attachment that is used for path clearing during heavier snows.

### PREVIOUS COMMITTEE/BOARD ACTION:

We have previously reduced and deferred equipment purchase during the last two fiscal years.

### **REVENUE OR FUNDING IMPLICATIONS:**

The FY2022 Budget includes \$81,000 for replacement of this piece of equipment.

### **STAKEHOLDER PROCESS:**

Not applicable.

### **LEGAL REVIEW:**

Not applicable.

#### **ATTACHMENTS:**

Quote

### **ALTERNATIVES:**

N/A

### **RECOMMENDATION:**

Staff recommends the purchase of a Toro Groundsmaster 4000-D through Illinois State Contract delivered locally by Reinders in the amount of \$87,425.08.



Acct #: 365414 Wheaton Park District 1000 Manchester Road Wheaton IL 60187

Attn: Joe Themel

Whitey Anderson, SCPS
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (630) 251-4832
Fax (847) 678-5511
wanderson@reinders.com

Quote ID	Quotes Good for 30 days		
Quote Date	Tax Not Included		
10/26/21	In Quote		

PRI			

Qty	Model#	Description		Total
			Toro's Retail Price	
1	30609	Groundsmaster 4000-D	\$100,096.00	\$54,937.23
1	31232	Winter Enclosure (Gm4000, 2015-)	\$15,299.00	\$13,769.10
1	30671	Universal Sunshade, Red	\$974.00	\$876.60
1	31693	2021 North American Road Light Kit	\$2,326.00	\$2,093.40
1	31512	Back Up Alarm	\$176.00	\$158.40
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	\$1,602.72	\$1,442.45
1	31522	4WD Flow Divider Kit	\$581.00	\$522.90
1	900456	Erskine 61" Snowthrower for GM 4000-D		\$13,610.00
1	300248	Erskine Toggle Control Harness		Included
1	119-2009	Orifice for Snowthrower		\$15.00
			Sub-Total	\$87,425.08
			Sales Tax	\$0.00
			Total	\$87,425.08



**Board of Commissioners** 

FROM:

Justin Kirtland, Golf Course Superintendent

THROUGH: Mike Benard, Executive Director

RE:

Toro Reelmaster 3555-D Fairway Mowers

DATE:

October 26, 2021

**SUMMARY:** Funds have been requested in 2022 for the purchase of two (2) Toro Reelmaster fairway mower to be used for golf course maintenance. This mower is available through the National Intergovernmental Purchasing Alliance (NIPA) administered by Omnia. The equipment is being requested earlier than normal in hopes of minimizing the impact of current supply chain issues which will likely push delivery well into next year.

\*Expected delivery is Spring – Summer, 2022

### **Equipment Description:** Toro Reelmaster 3555-D

This piece of equipment is used to mow fairways at Arrowhead Golf Club. They are used Monday through Friday and will replace two similar units purchased in 2010. They are 20 percent lighter than older models which will reduce turf compaction and are more maneuverable which will increase efficiency. The 11 blade reels are the cutting portion of the machine while the bi-directional groomer drive removes thatch while mowing. The rear roller brush keeps the roller clean and disperses clippings and the cartridges attach all of the above to the mower. Purchased through NIPA national purchasing agreement (contract # 2017025) which is in effect from 4/1/17 through 3/31/22. Total cost is \$146,196.96.

PREVIOUS COMMITTEE/BOARD ACTION: The equipment has been requested and tentatively approved as part of the budget process for 2022.

**REVENUE OR FUNDING IMPLICATIONS:** A total of \$165,160 is budgeted for golf course equipment in 2022. Staff anticipates a small cost offset by selling the current mowers at auction. \*Expected delivery is Spring – Summer, 2022

**STAKEHOLDER PROCESS:** We are currently using similar Toro models and have had very good success with them. Staff continually consults with other professionals in the field and believe these are solid options for the price.

**LEGAL REVIEW:** Legal counsel was consulted in 2013 when a similar purchase was made and they were comfortable with the process of joint purchasing.

### **ATTACHMENTS:**

• Equipment quote contract pricing #2017025

**ALTERNATIVES:** It is our desire to replace equipment on a regular basis in order to maintain the course properly. Having and following a replacement schedule does this while also ensuring that much larger sums of money do not need to be spent in years to come to replace equipment that becomes outdated and/or unserviceable.

**RECOMMENDATION:** Staff recommends the purchase of two (2) Toro Reelmaster 3555-D fairway mowers, ten (10) 11 blade Forward Swept Reels, two (2) Universal/Bi-Directional Groomer Drives (sets of 5), ten (10) Universal Groomer Cartridges, ten (10) 22-inch Groomer Brush Cartridges, and two (2) Rear Roller Brush Kits (sets of 5) at a cost of \$146,196.96 through the National Intergovernmental Purchasing Alliance (NIPA) contract #2017025.



Acct #: 365414-2

Arrowhead Golf Club
26 W 151 Butterfield Road
Wheaton IL 60189-8937

Attn: Justin Kirtland

Grant Rundblade
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (815) 988-6303
Fax (847) 678-5511
grundblade@reinders.com

Quote ID#	Quotes Good
10202021	for 15 days
Quote Date	
10/20/2021	

### Competitively Solicited and Award to Toro - Contract #2017025

Qty	Model #	Description	OMNIA Total
2	03820	(2) Reelmaster 3555-D	\$81,842.28
10	03488	11 Blade (FSR) Forward Swept Reel EdgeSeries	\$33,196.80
2	03763	Universal/Bi-Directional Groomer Drive (Set 5)	\$19,016.40
10	03772	Universal Groomer Cartridge	\$3,845.40
10	03767	22 Inch Groomer Brush Cartridge	\$2,753.40
2	03658	Rear Roller Brush Kit (set 5)	\$5,542.68

MSRP: \$187,432.00

OMNIA Sale Price: \$146,196.96

# **Proposal Summary and Agreement**

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for any applicable taxes.

The City of Mesa, AZ has publicly solicited and awarded an agreement for *Parks and Golf Grounds Maintenance Equipment to The Toro Company*. This cooperative purchasing agreement (Contract #2017025) is available to public agencies and non-profit entities nationwide via

#### **Award Highlights**

- Cooperative purchasing contract
- · Publicly solicited and awarded
- RFP included public agency "piggy-backing" language
  - National aggregate pricing saves money

#### **ORDER ACCEPTANCE AGREEMENT**

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. A 2.5% service fee will apply for all credit card transactions.

Quote I.D. #	Accepted Equipment Delivery Date	
Authorized Signature:		
Print Name:		
Date:	_	
Grant Rundblade		

Territory Manager Reinders, Inc.





TO:

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Park and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Civil Engineering Services for Shoreline Erosion at Arrowhead Golf Course

DATE:

October 27, 2021

#### **SUMMARY:**

A report outlining 3 options to remedy shoreline erosion was presented at the October 6<sup>th</sup> B&G. After some discussion there was board consensus to move forward with option 1. Staff requested a proposal from Cage for civil engineering services for this option.

# PREVIOUS COMMITTEE/BOARD ACTION:

Cage report presented at October 6, 2021 B&G meeting.

# **REVENUE OR FUNDING IMPLICATIONS:**

\$150,000 is currently proposed in 2022 budget (60-611-000-57-5701-0000) for option 1. Additional funds budgeted in that account would cover cart path repairs if necessary.

### **STAKEHOLDER PROCESS:**

Planning staff has been working closely with Arrowhead staff on this project and will seek to schedule work to minimize impacts to the course.

## **LEGAL REVIEW:**

N/A

#### **ATTACHMENTS:**

Proposal from Cage Engineering dated 10/27/21

# **ALTERNATIVES:**

Cage's report outlines two alternate options that are more costly and would significantly alter the look of the shoreline in these areas.

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's accept the proposal from Cage for \$11,600.





October 27, 2021

Mr. Steve Hinchee Wheaton Park District 1000 Manchester Rd. Wheaton, IL 60187

# PROPOSAL FOR ENGINEERING & SURVEYING SERVICES ARROWHEAD GOLF CLUB - POND SHORELINE STABILIZATION DUPAGE COUNTY (WHEATON), ILLINOIS

Dear Steve,

We appreciate the opportunity to submit a proposal to provide civil engineering services to Wheaton Park District (Client), owner of the subject property. CAGE previously analyzed the existing condition of the shoreline for ponds located adjacent to the tee boxes for holes number (4) and (8) on the West Course. In response to the report and recommendations offered, it is our understanding that the Wheaton Park District desires to proceed with design and implementation of "Option 1," which includes re-grading of the shoreline and installing a turf reinforcement mat (TRM). CAGE Engineering, Inc. (CAGE) offers to provide the following services for fees as detailed below:

#### **SCOPE OF SERVICES**

#### A. TOPOGRAPHIC SURVEY

On-Site Topographic Survey of the project area, which includes the area within 50' of the water's edge of all 3 ponds. This survey would include: a 50' x 50' grid and sufficient spot elevations to generate contours at one-foot intervals; limits of tree lines; locations of existing buildings; and locations and elevations of manholes, inverts and visible above-ground utility structures as required for civil engineering design purposes.

This work would include the location of J.U.L.I.E. markers, however, buried utilities (i.e., gas, telephone, electric, cable TV, etc.) would not be field located. If Client desires to have CAGE locate those utilities as marked by J.U.L.I.E. (i.e., gas, telephone, electricity, street lighting, cable television, etc.), it is imperative that Client has the J.U.L.I.E. locate completed prior to CAGE beginning topography. If the J.U.L.I.E. locate is not completed, this work would then be completed as an additional service.

#### B. **ENGINEERING DESIGN & CONSTRUCTION DOCUMENTS**

Preparation of one set of engineering drawings including the following:

- 1. Title Sheet
- 2. General Notes and Site Specifications
- 3. Existing Conditions & Site Demolition Plan
- 4. Site Grading Plan
- 5. Planting & Restoration Plan
  - i. Planting & seed mixture info to be provided by Owner, in order to achieve similar result to the existing vegetation.
- 6. Soil Erosion Control Plan
- 7. Soil Erosion Control Notes & Details
- Construction Details



### C. <u>PERMITTING COORDINATION</u>

It is understood that the proposed restoration falls under the category of pond maintenance and therefore we have not included agency coordination and permitting within the scope of this contract. If it is determined that the aforementioned coordination or permitting are required, we would be glad to provide a separate fee for those services.

#### D. MEETINGS

Attendance at Client meetings, governmental staff meetings or public hearings, including Exhibits.

#### E. REIMBURSABLES

Reimbursables shall include outside consultant's fees, reproduction costs, messenger or special mail service, or other project-related expenses.

#### F. CONSTRUCTION ADMINISTRATION

During construction, respond to RFI's and review shop drawings as needed. If necessary, attend up to two (2) field meeting(s) and prepare construction sketches for field changes.

#### **CLIENT RESPONSIBILITIES**

The client will be responsible for providing the following:

- 1. Legal, accounting and insurance counseling services that may be necessary.
- 2. Access to the site if necessary.
- 3. Any hard copy drawings, surveys, reports, and electronic drawings available for the subject property.

#### COMPENSATION

We will provide the Scope of Services for this project per the following breakdown:

De	scription	Fee	Fee Type
A.	Topographic Survey	\$3,300	Lump Sum
B.	<b>Engineering Design &amp; Construction Documents</b>	\$4,800	Lump Sum
C.	Permitting Coordination	***	Not Included
D.	Meetings	\$1,000	Budget
E.	Reimbursables		Time & Material
F.	Construction Administration	\$2,500	Lump Sum
	Total Lump Sum	\$11,600	Lump Sum



The attached "General Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal.

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not

hesitat	e to contact us.	mir tina i Toposai, sin	outd you have any questions	, picase do not
Yours t	truly, ENGINEERING, INC.			
1	J. His		# M	
Greg J. Preside	Horejs, P.E.		ohn Nowak, E.I.T	
Fiesiae	and the same of th	r	Project Engineer	
owner	dersigned is the (a)actual owr of the property; (c) cont uncertain.	ner of record of the paract purchaser of the	property; (b)authorize Property; (d) gen	d agent of the eral contractor
If (b), (c	c), (d) or (e) is checked, the property	owner's name and ad	dress is	*
ACCEP	TED: WHEATON PARK DISTRIC	CT		
Ву:		Title: _		
	(Authorized Representative)			
		Date: _		
	(Printed Name)	-		

#### **GENERAL CONDITIONS**

REFERENCE CONDITIONS CAGE Engineering, Inc., will hereinafter be referred to as CAGE, and the Client listed in proposal above will be referred to as CLIENT. CAGE is defined as including its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

ONE INSTRUMENT/PRECEDENCE These GENERAL CONDITIONS, and the PROPOSAL to which these conditions are attached shall be deemed one instrument, and collectively known as the "Agreement". Wherever there is a conflict or inconsistency between the provisions of these GENERAL CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL CONDITIONS shall, in all instances, take precedence and prevail. These GENERAL CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an agreement for additional services.

<u>ENTIRE AGREEMENT</u> These GENERAL CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supersedes any and all prior oral or written communications, understandings or agreements between the Parties. Amendments to these GENERAL CONDITIONS must be in writing and signed by both CLIENT and CAGE.

DISPUTE RESOLUTION In an effort to resolve any conflicts that arise during the performance of professional services for the project, or following completion of the project, CLIENT and CAGE agree that all disputes between them relating to the Agreement shall first be negotiated between senior officers of CLIENT and CAGE for up to 30 days prior to being submitted to mediation. The costs of the mediator shall be split evenly between CLIENT and CAGE. CLIENT and CAGE shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to CAGE. In the event that mediation is not successful, either CLIENT or CAGE may seek resolution in state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

STATUTES OF REPOSE and LIMITATION All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion, which shall be defined as submittal of completed Final Engineering for permit. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date CAGE's services are completed or terminated.

MODIFICATION TO THE AGREEMENT CLIENT or CAGE may request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the approved fees, shall be incorporated in this Agreement by a written amendment to the Agreement.

ASSIGNMENT Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

SEVERABILITY If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

BREACH Intentionally deleted.

<u>WAIVER</u> No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof.

<u>FEE SCHEDULE</u> Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made part hereof. Where fees are based on hourly charges for services and costs incurred by CAGE, they shall be based upon the hourly fee scheduled adopted annually by CAGE, as more fully set forth in the "Time and Material Rate Schedule" attached hereto and by reference made part hereof.

INVOICES Charges for services will be billed at least as frequently as monthly, and at the completion of the project. CLIENT shall compensate CAGE for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse CAGE for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or deductions by CLIENT unless agreed to in writing by CAGE. Invoices are considered delinquent if payment has not been received within 30 days from the date of invoice. There will be an additional charge of 2 percent per month compounded on amounts outstanding more than 30 days.

<u>REIMBURABLES</u> CLIENT shall reimburse CAGE for all expenses related to the project, including prints/copies, supplies, travel charges, conferencing services and other costs directly incidental to the performance of the contract services. Reimbursement of expenses shall include actual costs plus 10%.

<u>CHANGES IN REGULATORY ENVIRONMENT</u> The services provided by CAGE under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.

GOVERNING LAW This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

<u>CURE PERIOD</u> If during the project term, CLIENT observes or becomes aware of any improper service which has been provided by CAGE, Client agrees to immediately notify CAGE of the same, in writing. CAGE shall then have five working days to cure, or begin to cure in a

diligent manner, such improper service before CLIENT may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If CLIENT fails to notify CAGE of any defects within thirty (30) working days of learning of the defects, any objections to CAGE's work shall be waived. CAGE is not responsible for any backcharges unless CLIENT has complied with the foregoing and allowed CAGE the opportunity to cure any problem.

<u>FORCE MAJEURE</u> Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedles while such party is prevented from complying herewith, in whole or part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

<u>STANDARD OF CARE</u> Services performed by CAGE under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

INDEMNITY To the fullest extent permitted by law, the CLIENT shall waive any right of contribution and shall indemnify and hold harmless CAGE, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from CLIENT's negligence or the negligence of CLIENT's agents. This indemnity shall not require the CLIENT to indemnify CAGE for the negligent acts of CAGE or its agents.

To the fullest extent permitted by law, the CAGE shall waive any right of contribution and shall indemnify and hold harmless CLIENT, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from CAGE's negligence or the negligence of CAGE's agents. This indemnity shall not require the CAGE to indemnify CLIENT for the negligent acts of CLIENT or its agents.

INSURANCE and LIMITATION CAGE is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which CAGE considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, CAGE agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by CAGE. CAGE shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CAGE shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the project over which CAGE has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that CAGE has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind. Before work is commenced on the site, and throughout the duration of the project, CLIENT shall maintain insurance coverage so as to indemnify CAGE from all claims of bodily injury or property damage that may occur from CLIENT's negligence.

LIMITATION OF CAGE'S LIABILITY In recognition of the relative risks and benefits of the Project to both the CLIENT and CAGE, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided CAGE cannot expose itself to damages disproportionate to the nature and scope of CAGE's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of CAGE to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of CAGE in performing professional services shall be limited to one hundred thousand dollars (\$100,000) or the total fees paid to CAGE by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against CAGE, other than those described in the previous sentence, and (ii) any liability of CAGE in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) if not for the Limitation, CAGE would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of CAGE under this Agreement, (iv) the Limitation is merely a Limitation of, and not exculpation from, CAGE's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless CAGE, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to CAGE performing the services in accordance with the Standard of Care.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CAGE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the project or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and CAGE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

RELIANCE ON INFORMATION PROVIDED CAGE may rely on the accuracy and completeness of any information furnished to CAGE by or on CLIENT's behalf. Furthermore, CLIENT agrees to hold CAGE harmless from any engineering errors resulting from inaccurate site information which is provided by CLIENT. CLIENT's agreement to hold CAGE harmless specifically includes topographic surveys which have been prepared by other consultants, whereby CAGE must rely on the accuracy of grades, as well as location of existing structures and utilities.

<u>PERSONAL LIABILITY</u> It is intended by the parties to this Agreement that CAGE's services in connection with the project shall not subject CAGE's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CAGE, and not against any of CAGE's individual employees, officers, or directors. CAGE agrees that as CAGE'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CLIENT, and not against any of CLIENT's individual employees, officers, or directors.

<u>PERMITS AND FEES</u> Unless the Proposal specifically provides otherwise, CLIENT shall be responsible for paying all application and permit fees and obtaining all permits. CAGE does not warrant, represent or guarantee that the permits or approvals will be issued.

RIGHTS-OF-WAY & EASEMENTS CLIENT shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

<u>TERMINATION</u> This Contract shall terminate at the time CAGE has completed its services for CLIENT, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. CLIENT agrees to pay for all services, expenses and charges, as agreed, which have been incurred by CAGE through the date of termination.

THIRD PARTY BENEFICIARIES Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CAGE. CAGE's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against CAGE because of this Agreement, or the performance or nonperformance of services hereunder. Neither CAGE nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and CAGE agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in project to carry out the intent of this provision.

REUSE OF DOCUMENTS All documents including reports, drawings, specifications, exhibits, and electronic media furnished by CAGE and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this projector on any other project. Any reuse without specific written authorization by CAGE is prohibited and is at CLIENT's risk, without liability to CAGE. CLIENT shall indemnify and hold harmless CAGE and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom.

SUBCONTRACTING CAGE shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

JOB SITE VISITS CLIENT agrees that services performed by CAGE and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with contract documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. CAGE and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. CAGE and/or any subcontractor will not be responsible for Construction Contractor or Construction Subcontractor's obligation to carry out the work according to the contract documents. CAGE and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor or Construction Subcontractor's work or to stop work.

ENGINEER'S OPINION OF PROBABLE COST Since CAGE has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, CAGE's opinions of probable project cost or construction cost for the project will be based solely upon its own experience with construction, but CAGE cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT shall employ an independent cost estimator.

SHOP DRAWING REVIEW CLIENT agrees that CAGE and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with CAGE's design concept and contract documents. CAGE and/or any subcontractor shall not be responsible for any aspects of a shop drawing or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor/Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor/Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to CAGE.

RECORD DRAWINGS If CAGE is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by CAGE into the record documents will be assumed to be reliable, and CAGE will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and CLIENT will hold CAGE harmless for any such errors or omissions.

RIGHT OF ENTRY CLIENT shall provide for CAGE's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for CAGE to fulfill the scope of services for the project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

#### TIME AND MATERIAL RATES

Principal	\$180.00
Senior Manager	\$170.00
Project Manager	\$160.00
Construction Manager	\$165.00
Project Engineer	\$125.00
Civil Engineer	\$105.00
Engineering CADD Technician	\$105.00
Project Assistant	\$75.00
Field Crew Chief	\$150.00
Instrument Person	\$125.00
Survey/Construction Technician	\$120.00

#### **EXCLUSIONS (AVAILABLE AS ADDITIONAL SERVICES):**

# I. ALL ENVIRONMENTAL SERVICES

#### II. <u>ALL WETLANDS SERVICES</u>

#### III. <u>SURVEYING SERVICES</u>

- A. Preparation of legal descriptions and/or exhibits for additional easements or easement vacations other than those shown on the Final Plat.
- B. Certification for zoning compliance.
- C. Preparation or negotiation for off-site easements.
- D. Consultation with the Client, the title company or the Client's attorney with regards to the resolution of gaps and/or overlaps.

#### IV. ENGINEERING SERVICES NOT INCLUDED

- A. Preparation of detailed floodplain and/or floodway studies of any stream or drainage system to determine base flood elevations and stream flows and velocities.
- B. All work in connection with obtaining a permit from Illinois Department of Transportation, including plan preparation, drainage calculations and dam safety permits.
- C. Completion of a downstream sanitary or storm system study.
- D. Analysis or study of municipal water system (including pressure and flow).
- E. Stormwater Management modeling and DuPage County Tabbed Submittal report preparation.

TO:

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE:

Portable Restrooms

DATE:

November 17, 2021

# **SUMMARY:**

The Wheaton Park District utilizes portable restroom units at many of our parks and during athletic and special events. Staff prepared a bid for the supply and servicing of portable restrooms for 2022 with the option to renew annually through 2024. Staff prepared specifications and contractors were asked to provide unit costs and a base bid grand total.

Bids were solicited on October 6, 2021 and ten contractors received bid documents. Bids were opened on October 20, 2021. The results were as follows:

Contractor	Base Bid Grand Total	
Floods Royal Flush, Inc.	\$52,485.00	
Service Sanitation, Inc.	\$66,482.50	

These totals were calculated based on the estimated usage as outlined in our unit schedules and are for comparison purposes only.

Bidders provided the following unit costs which will be the basis of invoicing. The amounts above

were calculated by our estimated number of units by location and duration.

	Current Bid Results			2018 Lowest Bids			
<u>ltem</u>	Floods Royal Flush	Service Sanitation, Inc.	Electrical states	Lakeshore Recycling Systems		Royal Flush	
ADA UNIT - Season (\$ / unit / month)	\$200.00	\$225.00	\$	90.00	\$	98.50	
STANDARD UNIT - Season (\$ / unit / month)	\$100.00	\$190.00	\$	75.00	\$	75.00	
ADA UNIT - Event (\$ / unit)	\$200.00	\$225.00	\$	77.00	\$	115.00	
STANDARD UNIT - Event (\$ / unit)	\$100.00	\$175.00	\$	50.00	\$	60.00	
HAND WASH STATION - Event (\$ / unit )	\$60.00	\$175.00	\$	50.00	\$	60.00	
HAND SANITIZER - Event (\$ / unit )	\$0.00	\$20.00	\$	-	\$	-	
EXTRA SERVICE PER UNIT - Event (\$ / unit )	\$25.00	\$35.00	\$	12.00	\$	12.50	



While there is some variability in who provided the lowest unit cost, Flood's Royal Flush, Inc. provided the lowest overall cost based on our expected usage. The two vendors that bid on this project had also bid in 2018 and their 2021 bid amounts have more than doubled since 2018. Much of the increase is due to the ADA units more than doubling in cost with the standard units being higher in cost as well.

Lakeshore Recycling Systems was our prior vendor. They were sent bid documents of the 2021 bid but for reasons undetermined, did not bid this time around. In 2018 Lakeshore Recycling's bid was approximately 20 percent less than Floods Royal Flush and in 2018 they were the next lowest bidder.

Flood's Royal Flush references were checked, and all four references had positive reviews. No reference had any negative feedback regarding their experience with Flood's Royal Flush.

# PREVIOUS COMMITTEE/BOARD ACTION:

N/A

# **REVENUE OR FUNDING IMPLICATIONS:**

The following amounts were budgeted for portable restroom services for 2022.

<u>DEPARTMENT</u>	*BUDGETED AMOUNT
Parks & Planning	\$ 8,000
Special Events	\$ 18,000
Athletics	\$17,874
Total	<u>\$43,874</u>

<sup>\*</sup>For portable restroom services, the WPD spent a total amount of \$23,000 for year 2018, total amount of \$25,000 for year 2019, total amount of \$10,000 for year 2020 (a COVID year) and a total amount of \$26,000 for year 2021.

# **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 Commissioner's approve the unit cost bid from Flood's Royal Flush for 2022 and permit staff to renew the same unit costs for 2023 and 2024 if service is acceptable.

TO:

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH:

Michael Benard, Executive Director

RE:

Tree and Bench Commemorative Program Revisions

DATE:

November 1, 2021

# **SUMMARY:**

Revisions to the Commemorative Tree and Bench program are recommended including increased pricing, installation timing, locations available, and modified tree selections. It has been over 10 years since we have made significant changes to the program.

We have seen a substantial increase in demand for this program during the past two years. 17 trees or benches were purchased in 2020 and 24 as of now in 2021. This is an increase from an average of less than 10 in preceding years. We are unsure if this trend will continue.

The recommended changes will allow us to continue to cover costs, better manage installation of these improvements within our current workload, prevent overcrowding in specific parks and maintain species diversity within the parks.

- 1. Pricing. The current price structure of a tree or bench is \$800 and \$1600 respectively. Similar to trends we have seen with other commodities, the cost of a bench has risen by 14% and the cost of plaques by 12% in the past year. We are proposing an increase for the tree/bench pricing to \$1000/\$2500. An outline of our costs and comparable programs is identified in the attachments. Our tree costs will be higher than other districts, however we include a durable, attractive bronze plaques that contributes over \$300 to the cost. In addition to covering costs, we are also concerned that demand is exceeding our capacity to accommodate new trees and benches. When the program began, we were seeking to add more trees to the parks in a cost effective manner which is a reason others may have lower pricing.
- 2. Installation. Commemorative trees and benches are available for purchase year-round. However, there are certain seasons that plants are not available based on nursery stock and may only be dug in spring. We are recommending that commemorative tree plaques and benches will only be installed between June and November. This allows staff to complete special events and summer projects that are higher priority.
- 3. Location. Sites we would like to add to the list of no longer available are Hillside Tot Lot and Hurley Garden (existing trees only available.) Central Athletic Complex and Rotary Park will be added location choices that were not previously included.
- 4. Tree Selections. Sugar Maple Trees and Accolade Elm trees will be removed as a selection choice and replaced in the list with a hybrid Elm Tree and London Plane Tree. Currently the parks are overplanted with Sugar Maple trees and Accolade limits us from the multiple selections of Elms now available.



# **PREVIOUS COMMITTEE/BOARD ACTION:**

In 2009, Commemorative prices increased for Trees \$500 to \$800 and Benches from \$1,100 to \$1,600.

# **REVENUE OR FUNDING IMPLICATIONS:**

Our goal is to cover material and staff costs with this program.

# **STAKEHOLDER PROCESS:**

Not applicable.

# **LEGAL REVIEW:**

Not applicable.

# **ATTACHMENTS:**

Price structure
Comparison pricing
Current commemorative inventory by parks
Estimated Park capacities

# **ALTERNATIVES:**

We are exploring alternative types of commemorative programs for the future given our concerns that we will continue to exceed capacity at popular parks.

# **RECOMMENDATION:**

We are recommending an increase in the Commemorative Program of trees from \$800 to \$1,000 and benches from \$1,600 to \$2,500 along with other identified changes to the program.

# **Pricing Structure**

Tree & Bench Memorial Proposed Pricing	20	016-2020	2	021 Cost	P	2022 roposed
Trees						
Average Tree Cost	\$	265.00	\$	265.00	\$	300.00
Average Labor (2FT, 2hrs @ \$35	\$	139.50	\$	139.50	\$	140.00
Plaque labor (1FT, 4 hours @ \$35)	\$	140.00	\$	140.00	\$	140.00
Plaque	\$	164.00	\$	181.00	\$	181.00
Boulder	\$	5.00	\$	5.00	\$	10.00
Equipment Fees	\$	150.00	\$	150.00	\$	150.00
Total	\$	863.50	\$	880.50	\$	921.00
Recommended Price?	\$	800.00	\$	800.00	\$	1,000.00
Benches						
Average Bench Cost (with shipping)	\$	855.00	\$	1,200.00	\$	1,200.00
Average Labor (2FT, 8 hrs. @ \$35)	\$	280.00	\$	560.00	\$	560.00
Plaque	\$	164.00	\$	164.00	\$	181.00
Equipment Fees	\$	260.00	\$	260.00	\$	260.00
Total	\$	1,559.00	\$	2,184.00	\$	2,201.00
Recommended Price?	\$	1,600.00	\$	1,600.00	\$	2,500.00

# Comparisons

Price Comparison					
Park District	Tree Commemorative	Tree Includes	Bench Commemorative	Bench includes	
Morton Arboretum	\$ 1,000.00	Established trees only - No plaque or signage allowed, listed in dedication book	No longer avaialble - Previously \$5,000	none	
Cook County Forest Preserve	\$850 (existing)		\$ 3,000.00	plaque included	
Oak Park Park District	\$ 750.00	4.x6 bronze plaque	\$ 2,000.00	4.x6 bronze plaque	
Park Ridge Park District	\$ 750.00	6x9 bronze plaque	\$ 2,000.00	standard plaque	
Glen Ellyn Park District	\$ 600.00	3x5 tree tag	\$ 2,500.00	2x10 bronze plaque	
Addison Park District	\$ 550.00	gold leaf added to a display in lobby	NA NA	NA	
Naperville Park District (2022			\$3000-\$4000.00 (existing)		
prices will be increasing)	\$ 500.00	bronze plaque	\$5000+ (new)	bronze plaque	
Arlington Heights Park District	\$ 440.00	2x10 bronze plaque	\$ 1,800.00	inscription in bench	
Skokie Park District	\$ 300.00	gold leaf added to a display in lobby	\$ 1,600.00	6x4 plaque	
Tinley Park Park District	\$ 250.00	gold leaf added to a display in lobby	\$ 1,500.00	plaque	
West Chicago Park District	\$ 240.00	Nothing	\$ 1,400.00	10x3 plaque	
				8x8 stone in front of an existing bench (only existing	
Naperville River Walk	\$ -		\$ 5,000.00	benches can be memorialized	
Chicago Park District			10,000-12,000	2x10 bronze plaque	
Schaumburg Park District			\$2,000	bronze plaque	

# Current Tree Memorial Inventory \*Park availability closed

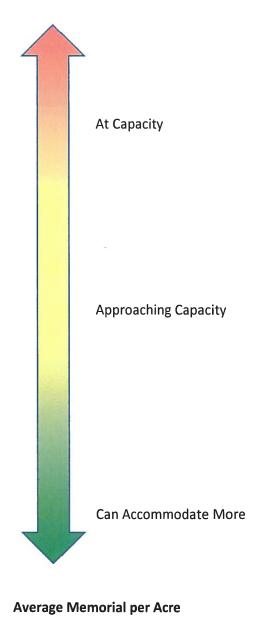
		Memorial
	Parks	Counts
*	Seven Gables Park	67
	Northside Park	31
*	Briar Knoll Park	27
*	Memorial Park	25
*	Arrowhead Golf Course	22
	Lincoln Marsh	18
	Atten Park	14
*	Rathje Park	11
	Kelly Park	8
*	Prairie Path Park	7
*	Cosley Zoo	7
	Graf Park	6
*	Hurley Gardens	6
	Central Park	5
	Briarpatch Park	5
	Lincoln Park	5
	Brighton Park	3
	Toohey Park	3
	Hoffman Park	3
	Sensory Garden	2
	Rotary Park	2
	Clocktower	2
	Longfellow School	1
*	Hillside Tot Lot	1
	C.L. Herrick	1
	Hawthorne Junction	1
	CAC	1
	Madison Playground	1
	Scottdale Park	1

# Commemorative Bench Inventory \*Park availability closed

	Parks	Memorial Counts
*	Seven Gables Park	19
*	Memorial Park	15
	Northside Park	13
*	Arrowhead Golf Course	6
	Lincoln Marsh	6
	Rathje Park	5
	Briarpatch Park	5
	Kelly Park	5
*	Cosley Zoo	4
	Toohey Park	3
*	Briar Knoll Park	3
	Atten Park	2
	Hoffman Park	1
	Rotary Park	1
	Madison Playground	1
	Clocktower	1
	Graf Park	1

Park Capacity Chart
Acreage excludes athletic field space and structures

THE DESIGNATION OF THE PERSON			Memorials per
Park	Memorials	Acreage	Acre
Memorial Park	40	1.51	26.49
Briar Knoll Park	30	5.6	5.36
Hawthorne			
Junction	1	0.23	4.35
Rathje Park	16	4.4	3.64
Hillside Tot Lot	1	0.32	3.13
Prairie Path Park	7	2.26	3.10
Hurley Gardens	6	2.39	2.51
Clocktower	3	1.46	2.05
C.L. Herrick	1	0.52	1.92
Seven Gables Park	86	48.13	1.79
Madison			
Playground	2	1.28	1.56
Cosley Zoo	11	7.14	1.54
Lincoln Park	5	3.29	1.52
Kelly Park	13	10.4	1.25
Rotary Park	3	2.6	1.15
Northside Park	44	38.65	1.14
Toohey Park	6	5.93	1.01
Central Park	5	6.6	0.76
Arrowhead Golf			
Course*	28	37.62	0.74
Hoffman Park	4	5.92	0.68
Brighton Park	3	4.62	0.65
Graf Park	7	11.77	0.59
Atten Park	16	27.36	0.58
Briarpatch Park	10	18.36	0.54
Scottdale Park	1	4.7	0.21
Lincoln Marsh	24	141.94	0.17
Sensory Garden	2	26.57	0.08
Total	375	421.57	2.54



\*Arrowhead Golf Course by course staff

Acreage excludes Athletic field space and structures.

TO:

**Board of Commissioners** 

FROM:

Andy Bendy, Director of Special Facilities

Bruce Stoller, Director of Golf, Arrowhead Golf Club

THROUGH:

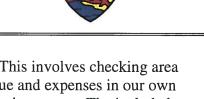
Michael Benard, Executive Director

RE:

2022 Golf Rates

DATE:

October 20, 2021



<u>SUMMARY:</u> Staff reviews rates at the end of every season. This involves checking area courses to see what their structure looks like, examining revenue and expenses in our own operation and discussing customer comments heard throughout the season. The included rate comparisons are provided to show where we stand with respect to other courses in the area deemed to be either similar in quality or direct competition.

We knew the incremental increases to the minimum wage that will continue through 2025 would have a major impact on our operation. We had developed and started to implement a plan to deal with these increases. However, we did not plan on COVID-19 and the impact it would have on the labor market and supply chains. Coupled with rising fuel prices and overall inflation we have not experienced in years we are forced to accelerate our original plan by a couple of years.

Staff would like to request an increase in golf fees of \$1.00 per nine holes for residents in 2022 and \$2.00 per nine holes for non-residents in 2022 while leaving cart fees and driving range buckets at their 2021 rate. Rate increases are sometimes met with pushback from golfers. However, that was not the case in 2021 as the outstanding condition of the course coupled with the COVID-19 impact made the increase easy to accept for most players. We are hopeful the public will continue to understand the need to account for the rising costs associated with running a top tier operation if these increases are approved for 2022.

**PREVIOUS COMMITTEE/BOARD ACTION:** Green fees were last raised before the 2021 season when an increase of \$.50 per nine holes was instituted across the board.

**REVENUE OR FUNDING IMPLICATIONS:** Raising green fees as requested will produce additional revenue of approximately \$101,000.

The minimum wage will again increase by \$1.00 on January 1<sup>st</sup> with the new starting wage rising to \$12 per hour. This directly impacts the golf operation by raising expenses by \$15,000. The tighter labor market is also impacting the wages paid to the grounds maintenance and custodial teams which are funded by golf revenues. These increases are expected to cost approximately \$42,000. Fuel costs continue to rise as well and will directly impact operating costs for golf cars and maintenance equipment and will likely have significant indirect impact on the cost of chemicals and fertilizers.

**STAKEHOLDER PROCESS:** Staff surveyed several area courses to gauge rate structures from courses that are close in proximity or similar in quality to Arrowhead.

**ATTACHMENTS:** Rate comparison chart

# **Proposed:** Arrowhead Golf Rates for 2022 Season

# Rate increase for the 2022 season

	18-hole \$ Increase	9-hole \$ Increase
Resident Weekday	\$2.00	\$1.00
Resident Weekend	\$2.00	\$1.00
Resident Jr/Senior	\$2.00	\$1.00
Non Resident Weekday	\$4.00	\$2.00
Non Resident Weekend	\$4.00	\$2.00
Non Resident Jr/Senior	\$4.00	\$2.00

# **Golf Rates**

	Resident 18-Holes w/Cart	Resident 18-Holes w/Cart	Resident 18-Holes w/Cart	Non-Resident 18-Holes w/Cart	Non-Resident 18-Holes w/Cart	Non-Resident 18-Holes w/Cart
Course	Weekday	Weekend	Jr/Senior	Weekday	Weekend	Jr/Senior
PROPOSED 2022						
18-Holes	\$68.00	\$73.00	\$54.00	\$83.00	\$93.00	\$69.00
9-Holes	\$34.00	\$36.50	\$28.50	\$41.50	\$46.50	\$34.50
ARROWHEAD 2021						
18-Holes	\$66.00	\$71.00	\$52.00	\$79.00	\$89.00	\$65.00
9-Holes	\$33.00	\$35.50	\$27.50	\$39.50	\$44.50	\$32.50
Bolingbrook	\$94.00	\$104.00	\$55.00	\$104.00	\$114.00	\$65.00
Bowes Creek	NA	NA	NA	\$67.00	\$97.00	\$50.00
Cantigny	NA	NA	NA	\$95.00	\$130.00	\$72.00
Klein Creek	\$51.00	\$61.00	\$36.00	\$61.00	\$71.00	\$40.00
Prairie Landing	NA	NA	NA	\$75.00	\$95.00	\$55.00
The Preserve	NA	NA	NA	\$75/\$89 (Fri)	\$95.00	\$65.00
Seven Bridges	NA	NA	NA	\$80.00	\$90.00	\$70.00
Village Links	\$61.00	\$71.00	\$51.00	\$81.00	\$89.00	\$60.00

# **RECOMMENDATION:**

Staff recommends increasing green fees by \$1.00 per nine holes for residents and \$2.00 per nine holes for non-residents for the 2022 golf season.

TO: Wheaton Park District Board of Commissioners

FROM: Dan Novak, Director of Athletics & Facilities

Max Yoshikawa, Aquatics & Safety Manager

THROUGH: Michael Benard, Executive Director

RE: Approval of Aquatics 2022 Pool Pass, Daily Admission, and Guest Booklets Rates

DATE: October 27, 2021



<u>SUMMARY</u>: In 2021 the Wheaton Park District Aquatics Facilities operated under local, state, and federal COIV-19 guidelines, with multiple plans and challenges evolving right up until opening day. Due to the evermoving goal post all seasonal pass rates were offered at a 20% discount based on the 2020 board approved rates for the entire season in our "We Missed You in 2020" promotion. Daily Rates were also based of the 2020 board approved rates and reflected a \$1.00 increase from the 2019 season.

The public was excited to dive back into the pools post the 2020 season shutdown due to the pandemic. In addition, weather is a driving factor for the aquatics season and in 2021 seasonal pool passes increased by 39 and \$8,890 in revenue while daily admissions increased by 3,582 patrons and \$66,153 in revenue compared to 2019. Guest booklets were not offered, and patrons were encouraged to purchase seasonal pool passes or pay daily admissions which reflected on decrease \$21,900 in booklet sales compared to 2019. Combined pool pass, daily admission, and guest passes increased \$53,143 compared to 2019.

Rice Pool & Water Park will be entering its 33<sup>rd</sup> season while Northside Family Aquatic Center enters its 29<sup>th</sup> season. It is important to attract pool pass members and daily usage guests at competitive rates with a well-kept facility and maintain the cost of operations which includes the state mandated increase in minimum wage.

### **REVENUE OR FUNDING IMPLICATIONS:**

#### **Seasonal Pool Pass Rates:**

Staff proposes to offer the board approved 2020 rates for the 2022 seasonal pool pass. This rate reflects a \$5.00 increase to each individual 2019 seasonal pool pass which is estimated to generate approximately \$33,600 in additional revenue based on historical seasonal pool pass numbers (See chart A below). The Thanksgiving 20% sale allows patrons to purchase their 2022 season pass for the same amount purchased in 2021. Staff would offer a 15% winter and 10% preseason promotions as well. The proposed pool pass rates would represent a 14% discount rate for seniors and senior couples.

Chart A: Proposed Seasonal 2022 Pool Pass Rates and Estimated Additional Seasonal Pool Pass Revenue based on \$5.00 increase.

			Resident		Non-Resident			
	2019	2020 Approved	2021 Season Sale	21 Season Sale 2022 Proposed 2019		2020 Approved	2021 Season Sale	2022 Proposed
Individual	\$100	\$105	\$84	\$105	\$149	\$154	\$124	\$154
Each addl. family member	\$40	\$45	\$36	\$45	\$59	\$64	\$51	\$64
Senior (60)	\$85	\$90	\$80	\$90	\$127	\$132	\$118	\$132
Senior Couple	\$118	\$128	\$110	\$128	\$178	\$188	\$163	\$188

Pool Pass Sales Promotions	Percentage of Sales	Per Person Increase	Revenue Increase
20% Sale (Nov 22 – Dec. 20)	33%	Additional \$4.00	\$9,900
15% Sale (Dec. 21 – Jan. 17)	10%	Additional \$4.25	\$3,188
10% Sale (Jan. 18 – Apr. 30)	23%	Additional \$4.50	\$7,763
Season (May 1 – Sept. 6)	34%	Additional \$5.00	\$12,750
		Total Revenue Increase	\$33,600

<sup>\*</sup>Revenue increase based on 7,500 Pool Passes.

# Neighboring Park District Seasonal Pool Pass Rate Analysis

Comparing our seasonal pool pass rates with those of the surrounding park district aquatics facilities (see chart B below), it is evident that our rates are competitive. This proposed \$5.00 increase per seasonal pool passe would still afford a family of 4 the value of paying for itself in less than 7 visits to the pool at regular season daily admission pricing.

Chart B: Competition Analysis: Comparison of Local Aquatic 2019 Pool Passes for Family of 4

Park District	Reside	Resident Family of 4		
Hinsdale Recreation	\$	315.00		
Geneva Park District	\$	299.00		
Woodridge Park District	\$	280.00		
Wheaton Park District 2022 Proposed Season	\$	240.00		
Wheaton Park District 2020 Approved Season	\$	240.00		
Elk Grove Park District	\$	240.00		
Lisle Park District	\$	231.00		
Glen Ellyn Park District	\$	227.00		
Bolingbrook Park District	\$	220.00		
Wheaton Park District 2019 Season	\$	220.00		
Wheaton Park District 2022 Proposed Pre-Season 10% Sale	\$	216.00		
Wheaton Park District 2020 Approved Pre-Season 10% Sale	\$	216.00		
Naperville Park District	\$	204.00		
Wheaton Park District 2022 Proposed Winter 15% Sale	\$	204.00		
Wheaton Park District 2019 Pre-Season 10% Sale	\$	198.00		
Wheaton Park District 2022 Proposed Thanksgiving 20% Sale	\$	192.00		
Wheaton Park District 2021 Season Pass	\$	192.00		
Wheaton Park District 2020 Approved Winter 20% Sale	\$	192.00		
Wheaton Park District 2020 Approved Thanksgiving 25% Sale	\$	180.00		
Wheaton Park District 2019 Winter 20% Sale	\$	176.00		
Wheaton Park District 2019 Thanksgiving 25% Sale	\$	165.00		

<sup>\*\*</sup>Aquatic Staff has contacted neighboring facilities inquiring rate structures for the 2022 season, and at this time, no park districts have shared, set or determined their rates. The above rates were reported from the 2021 season.

# **Daily Admission Rates:**

Staff proposes no increase in the 2022 daily rate pricing. Our 2021 was a record year for daily admissions. The 26,851 paid daily admission patrons was an increase of 3,587 patrons and \$66,153 in revenue compared to 2019. The last daily admissions increase of \$1.00 occurred following the 2019 season. Aquatic Staff has contacted neighboring facilities inquiring rate structures for the 2022 season, and at this time no park districts have shared, set or determined their rates.

Chart C: Wheaton Park District Aquatic Facility Daily Rates Comparison

Adult					
Rice Pool	Resident	Non-Res			
Wheaton Park District (Rice Proposed 2022 Rate)	\$10.75	\$15.00			
Wheaton Park District (Rice 2020 & 2021 Rate)	\$10.75	\$15.00			
Wheaton Park District (Rice 2019 Rate)	\$9.75	\$14.00			
Wheaton Park District (Rice 2018 Rate)	\$8.75	\$13.00			

Child/Senior					
Rice Pool	Resident	Non-Res			
Wheaton Park District (Rice Proposed 2022 Rate)	\$7.50	\$10.25			
Wheaton Park District (Rice 2020 & 2021 Rate)	\$7.50	\$10.25			
Wheaton Park District (Rice 2019 Rate)	\$6.50	\$9.25			
Wheaton Park District (Rice 2018 Rate)	\$5.50	\$8.25			

Adult					
Northside Pool	Resident	Non-Res			
Wheaton Park District (NSP Proposed 2022 Rate)	\$10.25	\$14.25			
Wheaton Park District (NSP 2020 & 2021 Rate)	\$10.25	\$14.25			
Wheaton Park District (NSP 2019 Rate)	\$9.25	\$13.25			
Wheaton Park District (NSP 2018 Rate)	\$8.25	\$12.25			

Child/Senior					
Northside Pool	Resident	Non-Res			
Wheaton Park District (NSP Proposed 2022 Rate)	\$7.00	\$9.50			
Wheaton Park District (NSP 2020 & 2021 Rate)	\$7.00	\$9.50			
Wheaton Park District (NSP 2019 Rate)	\$6	\$8.50			
Wheaton Park District (NSP 2018 Rate)	\$5	\$7.50			

#### **Guest Booklet Fee:**

Due to the pandemic and the planning and preparations, Guest booklets were not offered during the 2021 season. Staff does plan to bring this offering back for the 2022 season. The guest booklet fees go hand in hand with the daily admission rates and are based off the daily non-resident child/senior rate. The cost of the guest booklet fees (our guest booklet is designed for residents to bring their nonresident guests to their aquatic facilities at a discounted price) \$57 for 6 passes and \$190 for 20 passes. The aquatic facilities average \$20,000 in revenue with this offering, however that would impact and offset the large increase in daily admission revenue in 2021 due to guest booklets not being offered.

STAKEHOLDER PROCESS: The 2021 Aquatic Facilities operational budget totaled a projected net loss of (\$158,676). Staff presented the 2021 Annual Report at the October 21<sup>st</sup> Board Meeting. During the 2022 budget process, staff forecasted a \$48,000 increase in aquatic part-time seasonal wages due to the state mandated minimum wage. The proposed seasonal pool pass rate projects an estimated increase in revenue of \$33,600. This increase still reflects an additional \$14,400 loss for the 2022 season based on minimum wages alone.

**PREVIOUS COMMITTEE/BOARD ACTION:** During the November 2019 Board Meeting, the board approved a \$1.00 increase for the 2020 Resident and Non-Resident Daily Admissions Rates for adults, children, and seniors in addition to the reflected increase of the Guest Booklet Fee based off a nonresident child/senior rate. The board also approved a \$5.00 increase for the 2020 Annual Pool Pass Rate for Resident and Non-Resident Pool Passes. The increase was utilized in calculating the "We Missed You in 2020" 20% season long sale for the 2021 season.

#### **RECOMMENDATION:**

Staff seeks continued approval for a \$5.00 increase to individual seasonal pool passes for the 2022 based off 2019 pricing. season. The proposed pool pass rates would represent a 14% discount rate for seniors and senior couples. The Thanksgiving Sale Promotion of 20% off will allow seasonal pass holders to purchase at the 2021 rates.

No rate change for the daily admission rates at Rice Pool and Water Park (Resident Adult \$10.75, Resident Senior/Child \$7.50, Non-Resident Adult \$15.00, Non-Resident Senior/Child \$10.25) and Northside Family Aquatic Center (Resident Adult \$10.25, Resident Senior/Child \$7.00, Non-Resident Adult \$14.25, Non-Resident Senior/Child \$9.50) or to the 6-visit Guest Booklet Fee (\$57.00) and the 20-visit Guest Booklet Fee (\$190.00).

TO:

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH:

Michael Benard, Executive Director

RE:

Gary Avenue Right of Way Improvements

DATE:

October 27, 2021



#### **SUMMARY:**

The City of Wheaton is applying for a grant through the Surface Transportation Program for improvements to the Gary Avenue right of way between Harrison and Jewell Road. There are two significant outcomes of the project – a traffic light at Prairie Avenue and a multi-use path on the east side of the right of way. The traffic light would include a left-hand turn land for north bound traffic.

These improvements would be beneficial for us in several ways. The immediate benefit would be reduced traffic congestion for patrons of Cosley Zoo and our administrative office. Looking to the future, these improvements are critical to parking lot expansion planned for Cosley Zoo on the east side of Gary Avenue.

The traffic light and sidewalk improvements will all for safe pedestrian access across the street. Previously we had considered an overpass or underpass. These options were very costly and determined to not significantly reduce the distance patrons would have to walk to access the zoo. While it is not a part of the initial right of way plan, it will be easy to improve the intersection to allow southbound traffic to turn into the new parking lot. Striping of the lane and improvements to the signals are estimated at \$100-150,000.

#### Easements

The City of Wheaton has requested some things from the park district to make this project happen. The need several temporary easements to allow for some minor grading between the new road elevation and existing grades. This is most significant on the east side where the multi-use path will be. They have requested a permanent easement that is 10' wide by 150' long to widen the bridge over the Winfield Creek. This will allow adequate width for the turn lane and the path.

They have also requested a permanent easement for compensatory stormwater storage that would cover just under an acre of the open space south of Rosie's. Similar to what we currently have just north of there, essentially this is done by grading the area to allow water to collect and having it slowly drain through a berm. The majority of the time this area would not hold water. It may be possible to provide this stormwater storage in pipes under the road, but that would be costly and complicated.

# **IDNR Grants**

While staff supports granting these easements considering the benefit of these improvements, much of this land was purchased with grant funding through IDNR in partnership with the Forest Preserve District of DuPage County. We do not anticipate any concerns from FPDDC.

IDNR grants restrict our ability to provide easements without their permission. Since this would not change the use of the property from "providing public recreation" we are hopeful that they will allow us

to provide these easements. Their initial response to granting easements has been that we may need to provide additional land of commensurate value to offset the "conversion" in land use.

# **Timeline**

The City of Wheaton is seeking to apply for this grant in early 2022. The total cost of the project is anticipated to be \$3.5 to 4 million and the grant would pay for 75%. If approved, they would anticipate bidding in late 2022 or early 2023.

# PREVIOUS COMMITTEE/BOARD ACTION:

Not applicable.

# **REVENUE OR FUNDING IMPLICATIONS:**

We have currently budgeted funds for engineering related to the Cosley Parking lot as well as land acquisition that could be necessary pending the response of IDNR. We would need to negotiate any potential expenses with the City of Wheaton.

# **STAKEHOLDER PROCESS:**

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

### **LEGAL REVIEW:**

Any easements would need to be drafted and/or reviewed by our legal counsel.

#### **ATTACHMENTS:**

Plans for Right of Way improvement

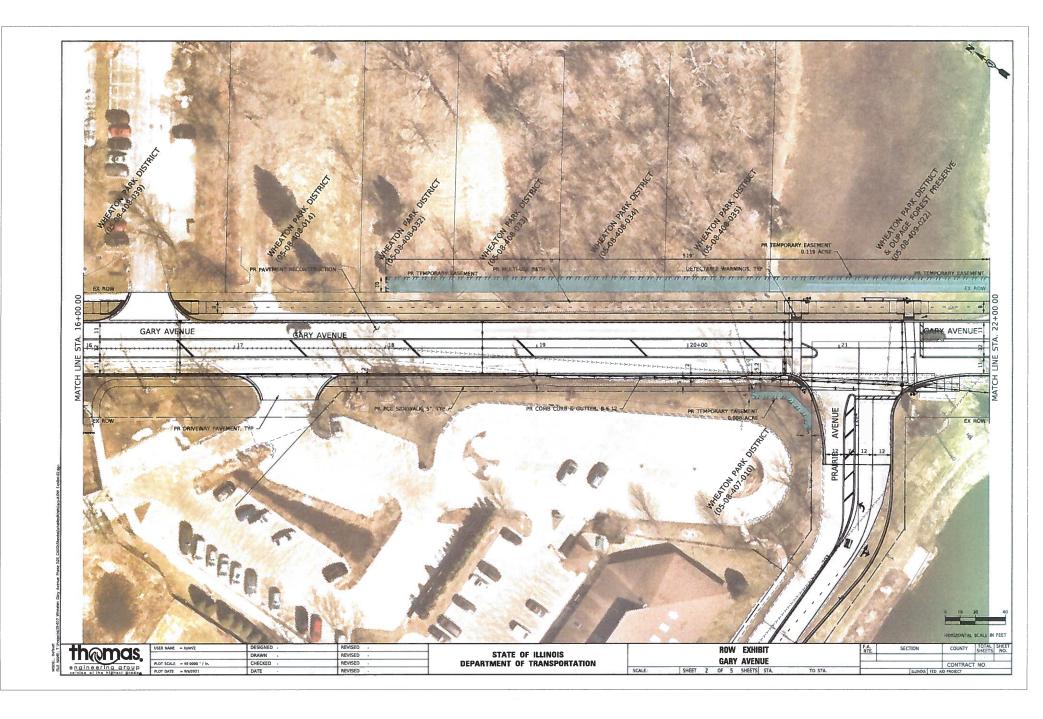
# **ALTERNATIVES:**

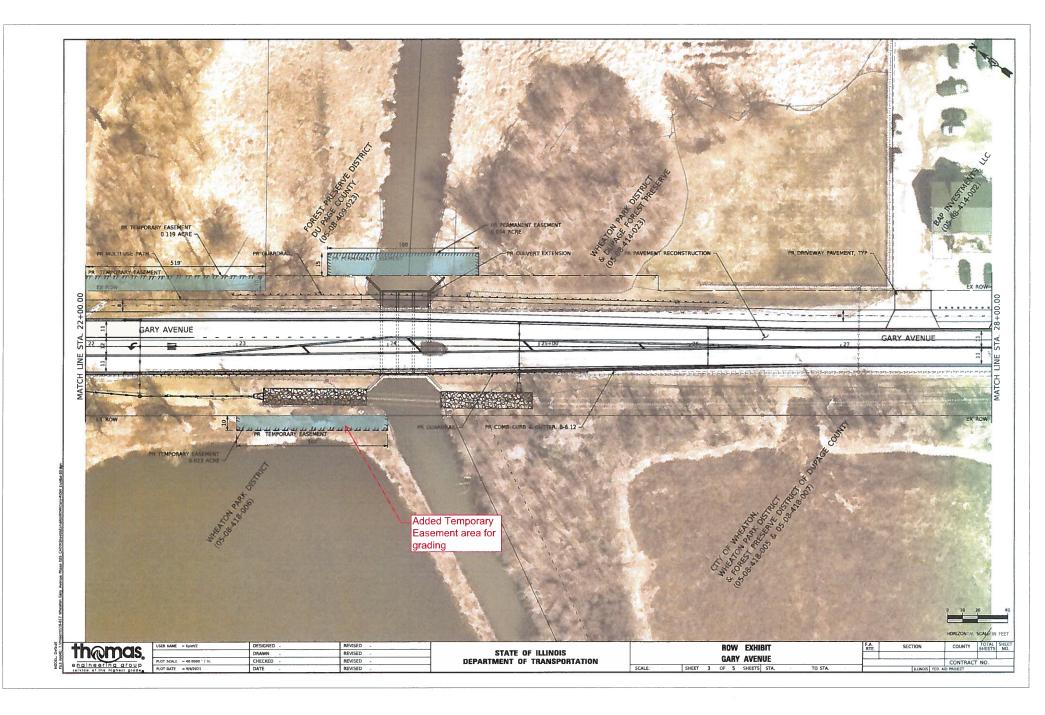
Alternatives would need to be discussed pending future discussions with other agencies.

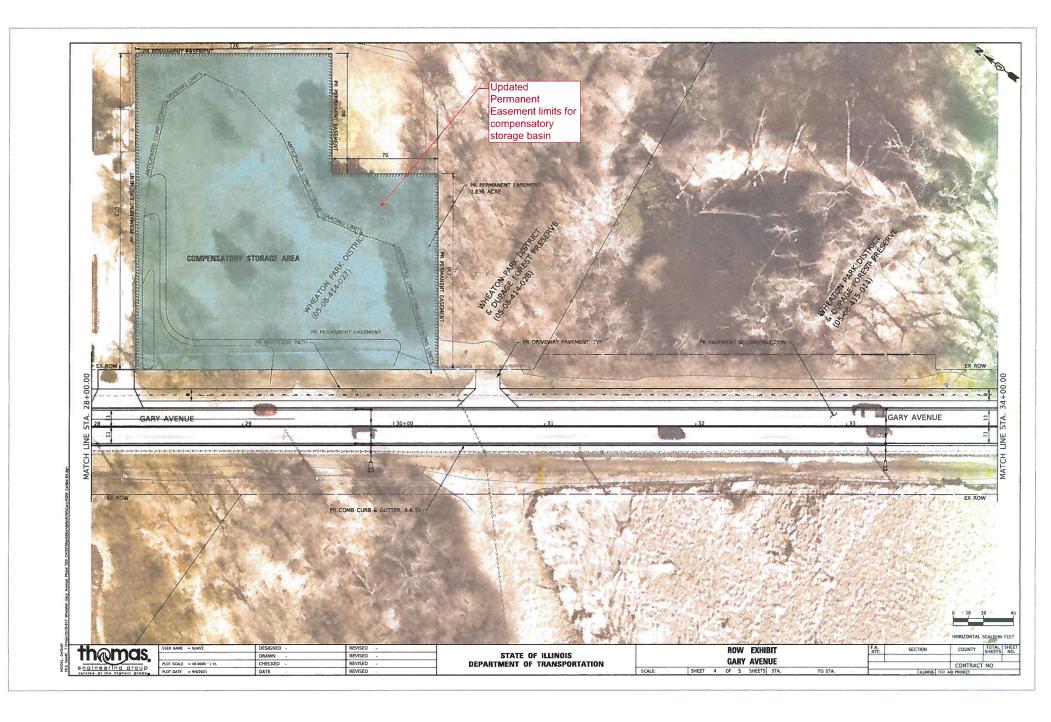
# **RECOMMENDATION:**

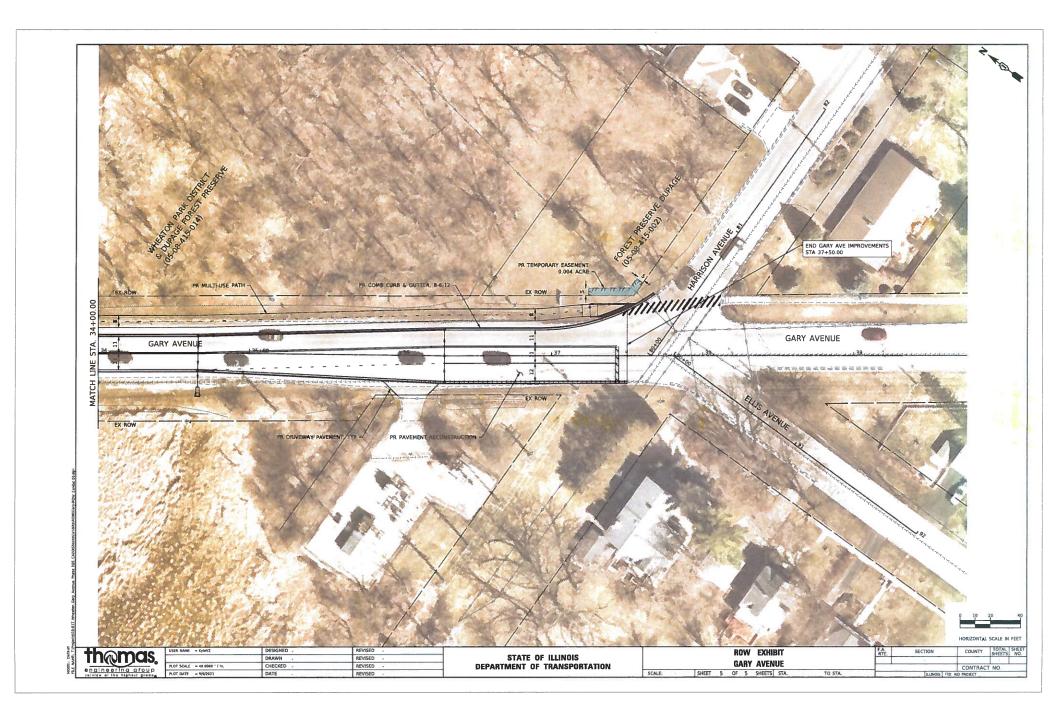
Informational only at this time.











Date: October 15, 2021

To: Mike Benard

From: Bruce Stoller Director of Golf Operations

Andy Bendy Director of Special Facilities

Regards: Pelican Golf not renewing their rental agreement at Arrowhead Golf Club for 2022

On October 1, 2021, Pelican Golf notified Arrowhead that they are moving their operation to their new facility in January 2022. Pelican's current lease runs out on December 31. 2021.

Since Pelican's notice, staff have been focusing on two different options for using the space being vacated by Pelican Golf. One would be as a golf simulator operation while the other would involve using the room as an enlarged ski shop during the winter months.

# Option #1

#### **GOLF SIMULATORS:**

There is enough room to house two golf simulators which would be rented during the off-season by players wishing to maintain their skills or looking to enjoy a virtual round of golf with friends. Proposed season and hours would be:

Season – when the golf course is closed – estimated to be November 15 through March 15. This is a four month period of time rounded up to 18 weeks for revenue projection purposes.

Hours – Monday – Thursday 9:00 AM to 9:00 PM Friday 9:00 AM to 10:00 PM Saturday 8:00 AM to 10 PM Sunday 8:00 AM to 9 PM

Cost of simulators varies widely but initial research indicates that the cost of two simulators meeting our needs would run from approximately \$70,000 on the low end to over \$100,000 on the high end. We are waiting to hear back from one supplier but it is likely that delivery would not happen in time for the upcoming season. The space is already mostly built out so additional costs on the simulator side would be relatively low. There would be costs associated with furniture and televisions to complete the outfitting of the room which would be estimated at approximately \$6,000.

#### **Simulator rates**

Rates in the area range from a low of \$30/hour up to \$65/hour with the majority falling in \$35 - \$45 range. We would be looking at a rate of \$40/hour with a senior rate of \$25/hour Monday through Friday before 3:00 PM.

We spoke with two local operators who both had similar stories of slow starts with business gradually growing over two to three years before leveling out. After talking with these people we believe the following usage rates are possible within three years:

Monday through Thursday – eight seniors (32) each day and four regular (16) fees

Fridays 4 seniors and 8 regular fees

Saturday 16 regular fees Sunday 16 regular fees

Weekly usage estimate = 36 senior fees at \$25 and 56 regular fees \$40

Weekly revenue estimate = \$3,140 Annual revenue estimate = \$56,520

# **Simulators**

Golfers	Мо	n-Thur	Golfer s	F	riday	Golfer s	Sa	turday	Golfer s	Su	ınday	Golfers	Total	- Week
Regular \$40 per hour	\$	640	16	\$	320	8	\$	640	16	\$	640	16	\$	2,240
Senior \$25 per hour	\$	800	32	\$	100	4		X	О		Χ	0	\$	900
													\$	3,140
														18 weeks
												Revenue		\$56 520

#### **Staffing - Expense:**

This would be an additional business unit and would require additional staffing at a time when full-time staff are running the ski shop and/or pro shop, preparing for the upcoming golf season and taking the majority of their vacations. While some shifts could be covered by the professional staff, for budgeting purposes it is assumed that part-time staff would operate the simulator operation.

Weekly staffing estimate = 88 hours x \$15/hour = \$1,320

Annual staffing estimate = \$1,320/week x 18 weeks = \$23,760

There are currently two options on the table for acquiring the simulators:

#### Alternative A:

Pelican golf would provide the simulators and work on a revenue sharing model. This removes the largest expense from our plate and limits our exposure in the first few years as we build the business. We would still need to purchase the furnishings at an estimated cost of \$6,000. However, this option also limits our potential revenue and would likely see us operating at a loss in the first year or two (based on Pelican purchasing the equipment at \$100,000). A potential revenue split percentage has not been discussed or agreed upon but we believe that a gross revenue spilt with Pelican will be in the range of 50/50.

	Year 1	Year 2	Year 3
Gross Revenue: 50/50 spilt: Pelican / Arrowhead Revenue Yr #1 50% Yr #2 75% Yr #3 100%	+\$28,260	+\$42,390	+\$56,520
Arrowhead Revenue 50%	+\$14,130	+\$21,195	+\$28,260
Expense: LABOR	-\$23,760	-\$23,760	-\$23,760
Misc	-\$1,000	-\$1,000	-\$1,000
Opening expense	-\$6,000		
Net	-\$16,630	-\$3,565	+\$ 3,500

<sup>\*</sup>Food and Beverage purchases are not considered in these projections

<sup>\*\*</sup>Staff's estimate: ROI on Golf simulators in year eight

#### Alternative B:

Arrowhead would purchase the equipment outright (\$100,000 for two simulators) and maintain control over all revenue. This would allow us to net approximately \$32,490/season once we reach annual revenues of \$56,520. The amount of profit would likely be substantially lower in the first year or two as the business is grown.

	Year 1	Year 2	Year 3
Purchase (2) Golf Simulators: 2022	-\$100,000		
Arrowhead Revenue  Revenue Yr. #1 50% Yr. #2 75% Yr. #3 100%	+\$28,260	+\$42,390	+\$56,520
Expense: LABOR	-\$23,760	-\$23,760	-\$23,760
Misc	-\$1,000	-\$1,000	-\$1,000
Opening expense: Furniture, TV, etc.	-\$6,000		
2 - Golf Simulator Purchases	-\$100,000		
Net	-\$102,500	+\$17,630	+\$ 31,760

<sup>\*</sup>Food and Beverage purchases are not considered in these projections

#### SKI SHOP:

The current ski shop is extremely small and does not function well on busy weekend days when 225-300 people have routinely rented equipment in the past. The shelving for boots, racks for skis and poles and benches would fit comfortably in the current Pelican room and would allow for more possible rentals. Cross country skiing is weather dependent but a good season could easily net over \$50,000. Last winter ('20/'21) saw revenue of over \$39,500 even though COVID restricted availability and only one day had over 150 rentals. The expanded space would also provide ample space for renters to change shoes and store their belongings while on the trails so they didn't have to return items to their cars after changing.

Conversion to a ski rental area would include: removing carpet; removing some walls constructed by Pelican; moving boot shelves and ski/pole racks; building additional shelving for storage; adding POS and network capabilities. This work would mostly be done in-house at minimal cost but couldn't be started until Pelican vacates the space. Our ability to use the room for skiing this winter depends on when it becomes available to us and the timing of snowfall. Every effort will be made to convert the space as quickly as possible, but it is likely the amount of work required will mean ski activities would not take place there until the winter of '22/'23.

We also anticipate two potential additional revenue sources in a converted ski shop. First, Pelican Golf will be selling outdoor sporting equipment out of their new facility and has offered to place ski related items in an expanded ski shop if we were interested. This would provide a service for our customers and a small revenue share would create additional revenue. We would also have the capability of creating a golf grip changing station behind the current counter which would allow staff to add this offering and create additional revenue. The going

<sup>\*\*</sup> Staff's estimate: ROI on Golf simulators in year five

rate now stands at between \$2.50 and \$3.50 per club plus the cost of a grip so re-gripping one set of clubs could easily generate \$40-\$50 in profit.

An added benefit of vacating the current ski room would be the ability for our building engineer and his team to have an area to replace the one they lost when the walk-in cooler and freezer were added to the lower level a few years ago. Supplies are currently scattered throughout the building, and any repairs to equipment that can't be done in place are accomplished on the loading dock. Providing this added space would allow for the consolidate storage of supplies and would give them a place to work on equipment near tools and out of the traffic pattern on the loading dock. Both would increase efficiency and provide them with a better work environment.

#### **RECOMMENDATION:**

Staff recommends turning the current Pelican Golf room in the lower level of the Arrowhead clubhouse into an expanded ski rental facility once the space is vacated by Pelican Golf.