



Wheaton Park District

PUBLIC NOTICE

Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wheaton Park District Board of Commissioners
Wednesday November 11, 2020 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60189

Public Notice Date November 5, 2020

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 11, 2020 at DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60189

Please contact Michael J. Benard, Board Secretary, for further information.

mbenard@wheatonparks.org

Michael J. Benard
Secretary

The Agenda for the November 11, 2020 Meeting is as Follows:

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



Wheaton Park District

Meeting of the Wheaton Park District Board of Commissioners **November 11, 2020 5:00 pm**

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

CALL TO ORDER

DISCUSSION ITEMS

Buildings and Grounds

1. 855 Prairie Avenue Roof Replacement Project – Review of a Professional Services Agreement with Williams Architects at a cost not to exceed \$22,950
2. Northside Park Permeable Paver Parking Lot Repair Project – Review of a Contract with Bear Landscape Group at a cost of \$12,852 plus a 10% contingency
3. Northside Park Tennis Court Repair Project – Review of an Amended Contract and Warranty with MTJ Sports
4. 855 Prairie Avenue HVAC Replacement Project – Review of Change Order #1 with MG Mechanical Service at a cost of \$495
5. Arrowhead Golf Course Chemical Storage Building Construction Project – Review of Change Order #3 with Integral Construction
6. Memorial Park Renovation Project – Review of Change Order #13 with Frederick Quinn Corporation
7. Holiday Lights Installation at Memorial Park and DuPage Museum – Review of Concept & Quotes

Finance and Administration

1. Review of 2021 Operating Budget Proposal
2. Review of Ordinance 2020-06 – An Ordinance Levying the Taxes of the Wheaton Park District, DuPage County, Illinois for the Tax Year 2020
3. Review of Ordinance 2020-07 – An Ordinance Abating the Taxes Heretofore Levied for the Year 2020 to Pay Debt Service on the General Obligation, Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois
4. Review of Ordinance 2020-05 – An Ordinance Making a Combined Annual Budget and Appropriation of Funds for the Wheaton Park District for the Fiscal Year Beginning January 1, 2021 and Ending December 31, 2021

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Wheaton Park District

5. Review of Employee Insurance Benefits Renewal for 2021 - Health, Dental, Vision Group Term Life and Employee Assistance Program
6. Review of Health Insurance Employee Contribution Rates

CLOSED SESSION

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

ADJOURNMENT

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

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 855 Prairie Roof

DATE: November 2, 2020



SUMMARY:

The 855 Prairie building was included in the roof replacement bid as part of the hail damage insurance settlement at Cosley Zoo. During the permitting process it was discovered the work would trigger energy code requirements for improved insulation. We also discovered the need to replace the skylights as part of this work. These factors created a significant change in the scope of work and the decision was made to remove it from that contract. The improvements require the assistance of an architect to develop plans and specifications for permitting and bidding. Staff requested a proposal from Williams Architects to assist with this work.

They have proposed the following tasks:

Task 1 – Construction Documents and Specifications	\$ 14,200.00
Task 2 – Permitting and Bidding Process (hourly, not to exceed)	\$ 3,450.00
Task 3 – Construction Administration (hourly, not to exceed)	\$ 5,300.00
TOTAL PROPOSED FEE: (not to exceed)	\$ 22,950.00

PREVIOUS COMMITTEE/BOARD ACTION:

Change Order 1 removing the 855 Prairie roof from the scope of the Red Feather contract was approved at the October 21, 2020 Board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Funds have been budgeted in FY2021 for this work. A portion will be paid from funds remaining from the PDRMA insurance claim.

STAKEHOLDER PROCESS:

Work will be scheduled with 855 Prairie staff.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Williams Architects proposal dated October 28, 2020

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Williams Architects in amount not to exceed \$22,950 for professional services related to the 855 Prairie Roof.

28 October 2020

Mr. Steve Hinchee, Superintendent of Planning
Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187

Re: Letter of Proposal (LOP) for Architectural Services –
Wheaton Park District – 855 West Prairie Roof Replacement, Repairs, & Energy Code Upgrades
Williams Architects Project No. 2020-TBD

Dear Steve:

Williams Architects is pleased to present this Letter of Proposal (LOP) for Architectural Services for the proposed replacement of the roof, energy conservation code upgrades, and other related improvements at the 855 W. Prairie office building of the Wheaton Park District. Our team truly looks forward to the opportunity to again work with the Wheaton Park District on this important project for your community. The following is our initial understanding of the scope of the project and the services required to meet your expectations.

PROJECT BACKGROUND / UNDERSTANDING

The Wheaton Park District wishes to replace the asphalt shingle roof at its building located at 855 West Prairie Avenue in Wheaton. The plan area of the roof is approximately 10,200 square feet.

In previously submitting the project for permit to the City of Wheaton, the City has determined that the project triggers requirements of the currently enacted International Energy Conservation Code for insulation requirements. In addition to removal and replacement of the existing roof shingles and underlayment, the scope of work shall include removal of existing accessible batt insulation in attic areas and replacement with new closed cell spray foam insulation meeting code requirements. This approach has been specifically recommended by Gary Pingel of our office as the most effective way in which compliance with energy code can occur. The building's skylights shall be either replaced with new code-compliant units or removed and decked over with new sheathing and insulation as applicable. Other minor improvements including infill of open roofing areas at the north and south building entrances will also be included as part of the scope of work. The services of a structural engineer to design the required structural modifications and provide calculations that the City will request as part of the permitting process are included as part of this Letter of Proposal.

No specific budget nor a project delivery method has been determined for the project at this time. It is anticipated that the project will be bid or solicited for proposals as a single prime contract to a general contractor. This work requires permitting through the City of Wheaton.

PROJECT APPROACH

We understand the importance of the 855 W. Prairie office facility to the Wheaton Park District. Through several successful projects together over the years, we have learned a great deal over the years about how the Park District works, communicates, and makes decisions. This is important background information from which to now move forward with this project. The Williams team has the necessary expertise and a proven approach that will provide a very thorough, open and engaging design process that will meet your goals for this project.



This approach, described on the following pages, includes these steps:

- Construction Documents/Specifications Phase
- Bidding / Procurement Phase
- Construction Administration Phase

This is a very specialized project type that requires experienced architects and engineers for a successful outcome. We employ a highly communicative approach that, at the onset, defines tasks and milestones and identifies responsibilities. We utilize a detailed schedule / meeting matrix to ensure we have effectively communicated the process and expectations of the entire project team. We regularly meet and monitor tasks to confirm all team members are meeting their obligations. This process has proven to be highly effective in achieving our clients' goals for the project.

Key staff members for the project shall be as follows:

Tom C. Poulos, AIA – Principal-In-Charge / Vice President
Andrew R. Dogan, AIA –Principal / Managing Architect
Brad O. Moser, RA – Project Architect
Gary A. Pingel, RA – Construction Administrator

Project Kick-off / Data Collection (One Meeting)

Williams Architects will review all existing conditions documents available, conduct an on-site observation visit to document existing conditions, and meet with staff to gather additional input. In the kick-off meeting we discuss:

- A. Expectations/Tasks - Define overall expectations and necessary tasks and responsibilities. A detailed work plan (including initial goals & objectives,) will be discussed and a project schedule will be developed.
- B. Data Collection – Review existing conditions, data, and information required to facilitate a thorough understanding of the project background and required services from the Client and the Design Team.
- C. Budget – Review cost parameters and funding mechanisms
- D. Schedule – Confirm the proposed schedule and associated milestone dates.

Task One - Construction Documents and Specifications (Two Meetings Total)

During this phase, we work to provide detailed drawings of every aspect of the improvements, including a project manual that has the bid forms, contracts, and the specifications for all aspects of the scope of work. A structural engineer will be retained to design modifications and reinforcements to existing roof framing made necessary by skylight infill and roof alterations at the building entrances. Unit prices will be developed for items that may become necessary as existing concealed conditions are discovered, such as removal/replacement of damaged sheathing and removal/replacement of insulation. These documents are then used for issuing of a building permit, as well as bidding by contractors. We will meet with you on two occasions prior to finalization of our documents to present the documents to staff and interested Buildings & Grounds Committee members.

Task Two – Permitting and Bidding Phase (Two Meetings Total)

During this phase, we will assist the Park District with submission of project drawings and specifications to the City of Wheaton. Furthermore, we will issue documents for bidding, attend and conduct a pre-bid meeting, conduct a bid opening, review the scope of work with the apparent low bidder, and make a recommendation to the Buildings and Grounds Committee for award of a contract.

Task Three - Construction Administration

(Five On-Site Meetings Total – Four Progress and One Punch List)

During this phase, we periodically visit the site and meet with the Park District and Contractor(s) to review all aspects of the Project, assisting the client in understanding the schedule and progress of the work, as well as issuing field reports for each of our visits. We also review the invoices/payout requests as submitted by the Contractor(s) and recommend payment to the Park District. We review and comment on

submittals for the various systems and components. We provide information and clarification to the Park District and Contractor(s) throughout the construction phase. After the construction phase, we again visit the site to observe the completed improvements and provide a full and complete punch list of all the outstanding items that need to be completed and/or corrected. We will continually strive to maintain open and ongoing communication with all members of the Project Team throughout the Project so that issues can be discussed and solved in a logical manner, thus avoiding problems and potential delays.

COST ESTIMATING

Our Project Team has demonstrated strong project leadership marked by effective cost control, which has allowed us to create realistic, cost-effective Project solutions. We will work the Wheaton Park District to balance Project costs while maintaining desirable Project design and aesthetic qualities. We will do this by reviewing materials, building systems, and anticipated construction methods, and recommending varying cost options if necessary. Our Team is also concerned with providing improvements that are economical to construct while taking into consideration the life-cycle impact on maintenance costs.

SCHEDULE

We are available to start this project immediately upon your authorization to proceed. Currently, we anticipate the following schedule based on our discussions to date:

Task/Phase	Completion Date
• Authorization to Proceed	November 2020
• Project Start Up	November 2020
• Construction Documents	January 2021
• Issue for Permit	January 2021
• Issue for Bid	February 2021
• Proposals / Bids Due	March 4, 2021
• Award of Contracts	March B&G Committee / Park Board Meetings
• Construction Phase	following Award of Contract, estimated 4-6 weeks

PROPOSED ARCHITECTURAL AND ENGINEERING FEES

We propose to provide the above referenced services consisting of the four above tasks for a fixed fee as follows:

Task 1 – Construction Documents and Specifications	\$ 14,200.00
Task 2 – Permitting and Bidding Process (hourly, not to exceed)	\$ 3,450.00
Task 3 – Construction Administration (hourly, not to exceed)	\$ 5,300.00
TOTAL PROPOSED FEE: (not to exceed)	\$ 22,950.00

If the scope of work should substantially increase during the project beyond the scope enumerated in this Proposal, if substantial additional work is found to be necessary based on underlying or concealed conditions that are not observable, or if the City of Wheaton should require additional design or engineering work through the permit process beyond what can be reasonably anticipated from the City's adopted codes and code amendments, we will advise the Park District in writing and negotiate a fee adjustment to the mutual satisfaction of the Wheaton Park District and Williams Architects.

HOURLY RATES

Any services performed on an hourly basis and Additional Services requested in writing by the Wheaton Park District for work not included, shall be provided on an hourly basis at the rates listed below. Our consultant's rate schedules vary for each consultant, but they are generally comparable to our own. These rates shall be revised the beginning of June each year. The following rates shall hold through 31 May 2021:

2020/2021
WILLIAMS ARCHITECTS
RATE TABLE

Principal II	\$ 243.00/Hour
Principal I	\$ 224.00/Hour
Associate Principal.....	\$ 206.00/Hour
Senior Associate/Senior Project Mgr.	\$ 202.00/Hour
Associate / Project Manager.....	\$ 184.00/Hour
Architect III.....	\$ 163.00/Hour
Architect II	\$ 150.00/Hour
Architect I.....	\$ 135.00/Hour
Senior Project Coordinator II	\$ 163.00/Hour
Senior Project Coordinator I.....	\$ 150.00/Hour
Project Coordinator IV	\$ 123.00/Hour
Project Coordinator III	\$ 112.00/Hour
Project Coordinator II	\$ 95.00/Hour
Project Coordinator I.....	\$ 82.00/Hour
Project Technician II.....	\$ 64.00/Hour
Project Technician I.....	\$ 49.00/Hour
Aquatic Engineer II.....	\$ 194.00/Hour
Aquatic Engineer I.....	\$ 148.00/Hour
Director of Marketing.....	\$ 181.00/Hour
Marketing Coordinator.....	\$ 131.00/Hour
Accounting	\$ 174.00/Hour
Secretarial.....	\$ 123.00/Hour
Clerical.....	\$ 87.00/Hour
Director of Interior Design	\$ 165.00/Hour
Interior Designer V	\$ 129.00/Hour
Interior Designer IV	\$ 108.00/Hour
Interior Designer III.....	\$ 84.00/Hour
Interior Designer II.....	\$ 71.00/Hour
Interior Designer I.....	\$ 49.00/Hour

In addition to our estimated fees, we recommend the District maintain an Park District contingency fund within the overall project budget to allow for the potential of Additional Services and unforeseen conditions, etc. not included herein.

REIMBURSABLE EXPENSES

In addition to our professional services listed above, we shall also invoice the Park District for our reimbursable expenses at our direct cost. Reimbursable expenses include project-related expenses such as automobile mileage and tolls incurred while traveling to and from the project site, printing & photocopying, online plan room service fees, postage / FedEx, project related supplies, etc. We anticipate that most of the documents created in conjunction with our scope of work will be transmitted electronically and anticipate the bidding process will take place using the BHFX Online Plan Room service in lieu of printed documents. Except for documents required for building permit submission (for which the Park District will be billed directly by our printing service), we anticipate that reimbursable expenses for this project should not exceed \$1,000.00, and agree to seek advance written approval from the Park District if we believe reimbursable expenses will exceed this amount.

PROPOSAL QUALIFICATIONS

This proposal is based on the following assumptions and qualifications:

1. The Park District shall provide all available existing conditions drawings at our request for our use in developing the documents.
2. The Park District shall provide editable bidding and "front end" documents to WA for use with this project. WA will edit Park-District provided documents as appropriate for this project.
3. We include up to **five (5)** combined site observation/Park District-Architect-Contractor meeting visits during the Construction Phase of the project to observe construction progress. The fifth meeting shall be the punch list inspection. Meeting and field time beyond the defined limits will be invoiced on a per-meeting basis as mutually agreed upon between WPD and WA.
4. In addition to the meetings listed above, we will attend up to **one (1)** Park Board/Building & Grounds Committee meeting throughout the course of the project to provide the Board with progress updates as mutually agreed. Meeting time beyond the defined limits will be invoiced on an hourly or per-meeting basis.
5. We anticipate the construction phase will take approximately one to two months. All Basic Services shall conclude sixty (60) days beyond Substantial Completion but no later than four (4) months after the start of construction.
6. We include one set of bid documents and one bid phase for building construction.
7. This proposal is based on the "professional standards" for architectural services provided by similar firms performing similar services. The client understands that in the course of producing these documents, imperfections and inconsistencies may occur. We recommend that the Park District maintain a contingency fund to account for these conditions during the Construction Phase.
8. We shall be compensated for all alternate bid items drawn and approved change orders that are not caused by imperfections and inconsistencies in the contract documents prepared by our firm.
9. The following items or services are not part of our Basic Services, but can be provided as an Additional Service:
 - a. Meetings and site visits beyond those noted herein
 - b. Zoning / Appearance Review Submittals, Applications, and Meetings/Hearings
 - c. As-Built Documentation
 - d. Multiple proposals/bid releases (example: separate proposals/bids for roofing, insulation, carpentry, etc.)

CONCLUSION

If the Wheaton Park District agrees with the terms and conditions of this proposed Letter of Agreement, please sign and date below, and return a copy to our office. Upon receipt of an executed Letter of Agreement, we will be ready to commence with the defined Architectural Services, and we will incorporate this Letter of Proposal into a formal Park District-Architect Agreement, mutually agreeable to the Wheaton Park District and Williams Architects. In the meantime, it is understood that the general terms contained within this proposal herein are as per the AIA B132-2009 Agreement between Owner and Architect and the Architect's Standard of Care. We truly appreciate this opportunity to continue our team's longstanding relationship with the Wheaton Park District and look forward to working together as a team to make the project a success for the Park District and the community it serves.

Cordially,



Tom C. Poulos, AIA
Vice President/Managing Principal



Andrew R. Dogan, AIA, LEED AP
Principal / Managing Architect

xc: Sonja L. Sporleder, Accounting Associate / Williams Architects

ACCEPTANCE:

The Wheaton Park District hereby accepts the terms and conditions of this Proposal and authorizes Williams Architects to begin services immediately:

Printed Name and Title
Wheaton Park District Authorized Representative

Authorized Signature
Wheaton Park District

Date

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TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Northside Parking Lot Paver Repair

DATE: October 19, 2020



SUMMARY:

A section of the paver parking lot (816 sq. ft.) at the entrance to the Northside Pool is in need of repair due to settling and separation. Staff requested quotes from contractors to make the repairs and unit pricing was included to increase the area that can be repaired within budget. The quotes are as follows:

Contractor	Amount	Unit Cost to repair brick (per SF)	Unit Cost to haul excess spoils (per truck load)
Bear Landscape Group	\$12,852	\$15.75	\$640
Precise Brick	\$13,872	\$17.00	\$350
Country Scape	\$18,275	\$21.50	\$475

The low quote is from Bear Landscape Group who has satisfactorily performed projects for the park district in the past.

PREVIOUS COMMITTEE/BOARD ACTION:

NA

REVENUE OR FUNDING IMPLICATIONS:

\$250,000 was originally budgeted for paving in 2020 (40-000-000-57-5701-0000). The projection is currently \$15,000 for paving work done and Memorial and Hull Parks, and would need to be adjusted for this work.

STAKEHOLDER PROCESS:

Work will be scheduled when the pool is closed.

LEGAL REVIEW:

Our standard agreement will be used.

ATTACHMENTS:

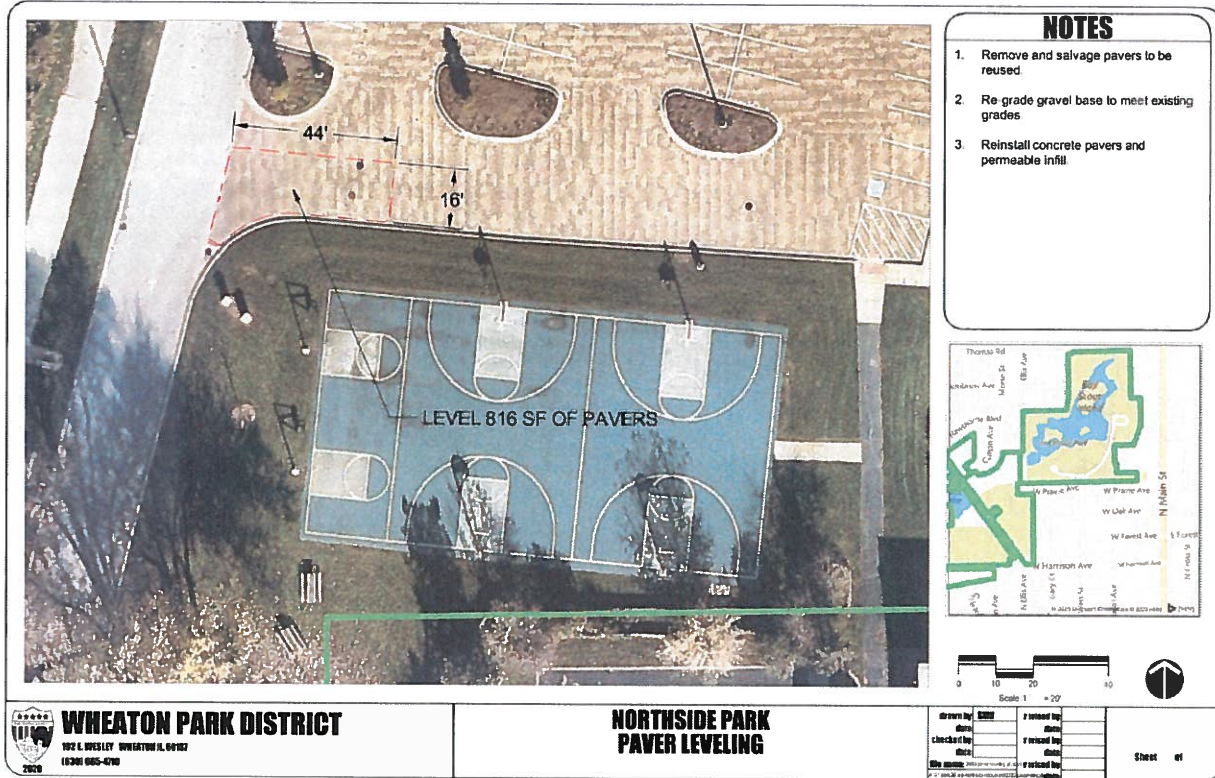
Plan of Area to be replaced with Scope of Work

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with the low bidder Bear Landscape Group in the amount of \$12,852 along with a 10% contingency.



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2020 Northside Tennis Court Repairs

DATE: October 16, 2020



SUMMARY:

At the March 2020 Buildings and Grounds meeting, concerns with the Northside Tennis courts were discussed along with a course of action to have the contractor make the necessary repairs to correct the issues. Subsequently, an agreement letter was signed by the park district, manufacturer, installer and our consultant which outlined the steps to make the repairs to the park district's satisfaction.

The following steps were completed as per the agreement letter:

1. The park district installed a drainage system around the perimeter of the tennis courts.
2. Staff met the contractor and consultant onsite and agreed upon the course of action for repairs to be made in the Spring of 2021.
3. Our attorney drafted a new contract with the installer incorporating the repair scope and new warranty to take effect after the repairs are completed.

At this time, we need to approve the revised agreement.

PREVIOUS COMMITTEE/BOARD ACTION:

The agreement letter and next steps were discussed at the March 4, 2020 Buildings & Grounds meeting.

REVENUE OR FUNDING IMPLICATIONS:

The cost of the repair work is covered under the original warranty. Our costs were limited to the material and labor required to install the drainage around the courts.

STAKEHOLDER PROCESS:

The repair schedule will be reviewed with Recreation Department staff and the Athletic Director of WWNHS.

LEGAL REVIEW:

The new agreement was provided by our legal counsel.

ATTACHMENTS:

New contract with scope of work and new warranty.

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve a new contract and warranty with MTJ Sports for the Northside tennis court repairs.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187

and the Contractor:
(Name, legal status, address and other information)

MTJ Development LLC
10 Edgewood Drive
Kewanee, IL 61443

for the following Project:
(Name, location and detailed description)

Northside Tennis Court Reconstruction Repairs
Northside Park
1311 N. West St.
Wheaton, IL 60189

The Architect:
(Name, legal status, address and other information)

NA. No Architect is being used for this Project. For purposes of this Project, "Architect" shall mean "Owner."

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:52:43 ET on 10/01/2020 under Order No.4925374472 which expires on 04/02/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1499682162)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically stated in the Contract Documents to be the responsibility of others. The Work is described on the Scope of Work attached hereto as Exhibit 1. The Work is corrective of prior work.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:

(Paragraphs deleted)

The date of commencement of the Work shall be fixed by a Notice to Proceed issued by the Owner (hereinafter referred to as the Commencement Date"). Prior to commencing the Work, the Contractor shall have obtained and provided to the Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as being the Contractor's responsibility under the Contract Documents. Delay in the commencement of the Work attributable to the failure of the Contractor to have obtained and provide such evidence to the Owner shall not result in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Schedule.

Init.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Final Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] By the following date: June 15, 2021, subject to adjustments of this Contract Time authorized by Change Order as provided in the Contract Documents (hereinafter referred to as the "Final Completion Date"). The Owner and Contractor agree that the amount of time given to the Contractor under the Contract to achieve Substantial Completion is a reasonable amount of time considering the requirements of the Contract Documents.

(Table deleted)

(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Final Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. Time is of the essence of the contract. Should the Contractor fail to complete the Work on or before the Final Completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of \$50 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ten dollars (\$ 10.00), subject to additions and deductions as provided in the Contract Documents. The Work is corrective of prior work, therefore, no payment terms apply.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

The Work is corrective of prior work, therefore, no payment terms apply.

(Paragraphs deleted)

§ 5.4 WAIVER PROCEDURE/FORMAT

Upon request of Owner, Contractor shall provide a Final Waiver of Lien. The Final Waiver of the Contractor shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for the full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to

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each other; together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

- (i) All waivers (partial and final) shall include language as applicable indicating either that:
1. All materials were taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or
 2. Materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1

The

(Paragraphs deleted)

Parties shall make claims and resolve disputes as provided in Article 15 of the General Conditions and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended, superseded or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Brian Morrow
Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
T: (630) 510-4975
Email: bmorrow@wheatonparks.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mats Jonmarker
MTJ Development LLC

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User Notes:

(1499682162)

10 Edgewood Drive
Kewanee, IL 61443
T: 309-853-7210
Email: mats@mtjsports.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

§ 8.7.1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing the Work. Contractor's bonds shall include a provision as will guarantee the faithful performance of this prevailing wage clause as herein provided and as provided in the General Conditions. Contractor shall comply with all other requirements of the Prevailing Wage Act.

§ 8.7.2 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. The Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 8.7.3 The Contractor shall limit materials and equipment storage to the immediate area or Work and such other areas as the Owner may designate. The Contractor shall promptly remove and properly dispose all construction material, trash, garbage and other debris off site.

§ 8.7.4 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following priority:

- (i) Modifications.
- (ii) This Agreement, including all exhibits, certifications and attachments incorporated in this Agreement.
- (iii) Supplementary and Special Conditions.
- (iv) General Conditions
- (v) Construction Drawings

§ 8.7.5 The rights and remedies of the Owner stated in the Contract Documents shall be in addition to and not in limitation to any other rights of the Owner granted at law or in equity

§ 8.7.6 Notwithstanding anything to the contrary in AIA A201-2017, General Conditions of the Contract, the Owner shall inspect the Work under this Contract for satisfactory completion after the completion of the Work or after June 15, 2021, as Owner determines in its discretion.

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§ 8.7.7 Notwithstanding anything to the contrary in AIA A201-2017, General Conditions of the Contract or the NGI Titantrax Shield Warranty provided by Contractor on July 18, 2016 (a copy of which is attached hereto as Exhibit 2), Contractor shall provide the Warranty attached hereto and incorporated herein as Exhibit 3 for a period of 5 years beginning on the later of June 15, 2021 or Final Completion. If Contractor is unable to secure this Warranty from the manufacturer, then Contractor shall honor and perform all obligations under the Warranty, whether required to be performed or honored under the Warranty by the manufacturer or contractor.

§ 8.7.8 In the event wrinkles are discovered on the bank of 4 courts in the future, Contractor shall repair them as set forth in the Procedure for Repairing Wrinkles on Court Surfaces – Bank of 4 Courts (If Necessary) contained in Exhibit 4 attached hereto and incorporated herein.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by Owner
- .4

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

See Scope of Work attached hereto as Exhibit 1.

See Procedure for Repairing Wrinkles on Court Surface – Bank of 4 Courts (If Necessary) attached hereto as Exhibit 4.

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

(Table deleted)

[] Supplementary and other Conditions of the Contract:

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User Notes:

(1499682162)

Document	Title	Date	Pages
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- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated March 18, 2016.

All other documents contained in the Project Manual dated March 18, 2016.

Certificate of Insurance and endorsement attached to and incorporated in this Agreement by reference. Performance Bond, and Labor & Material Bond attached to and incorporated into this Agreement by reference

Contractor's Proposal, as modified by the Contract Documents, attached to and incorporated in this Agreement by this reference.

Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated in this Agreement by this reference.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Michael Benard Executive Director
 (Printed name and title)

CONTRACTOR (Signature)

Mats Jonmarker Manager
 (Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:52:43 ET on 10/01/2020.

PAGE 1

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187

...

MTJ Development LLC
10 Edgewood Drive
Kewanee, IL 61443

...

Northside Tennis Court Reconstruction Repairs
Northside Park
1311 N. West St.
Wheaton, IL 60189

...

NA. No Architect is being used for this Project. For purposes of this Project, "Architect" shall mean "Owner."

PAGE 2

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated stated in the Contract Documents to be the responsibility of others. The Work is described on the Scope of Work attached hereto as Exhibit 1. The Work is corrective of prior work.

...

[X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement. The date of commencement of the Work shall be fixed by a Notice to Proceed issued by the Owner (hereinafter referred to as the Commencement Date"). Prior to commencing the Work, the Contractor shall have obtained and provided to the Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as being the Contractor's responsibility under the Contract Documents. Delay in the commencement of the Work attributable to the failure of the Contractor to have obtained and provide such evidence to the Owner shall not result in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Schedule.

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§ 3.3 Substantial-Final Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial-Final Completion of the entire Work:

...

[] ~~Not later than () calendar days from the date of commencement of the Work.~~ **X** By the following date: June 15, 2021, subject to adjustments of this Contract Time authorized by Change Order as provided in the Contract Documents (hereinafter referred to as the "Final Completion Date"). The Owner and Contractor agree that the amount of time given to the Contractor under the Contract to achieve Substantial Completion is a reasonable amount of time considering the requirements of the Contract Documents.

...

[] By the following date:

~~§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial-Final Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. Time is of the essence of the contract. Should the Contractor fail to complete the Work on or before the Final Completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of \$50 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ten dollars (\$ 10.00), subject to additions and deductions as provided in the Contract Documents. The Work is corrective of prior work, therefore, no payment terms apply.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<p>§ 4.4 Unit prices, if any: <i>(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)</i></p>	

Item	Units and Limitations	Price per Unit (\$0.00)
<p>§ 4.5 Liquidated damages, if any: <i>(Insert terms and conditions for liquidated damages, if any.)</i></p>		

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

The Work is corrective of prior work, therefore, no payment terms apply.

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™ 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- ~~.1 The aggregate of any amounts previously paid by the Owner;~~
- ~~.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;~~
- ~~.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;~~
- ~~.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and~~
- ~~.5 Retainage withheld pursuant to Section 5.1.7.~~

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 a final Certificate for Payment has been issued by the Architect.~~

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

—%

§ 5.4 WAIVER PROCEDURE/FORMAT

Upon request of Owner, Contractor shall provide a Final Waiver of Lien. The Final Waiver of the Contractor shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for the full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to each other; together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

(i) All waivers (partial and final) shall include language as applicable indicating either that:

1. All materials were taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or
2. Materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Parties shall make claims and resolve disputes as provided in Article 15 of the General Conditions and elsewhere in the Contract Documents.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ — Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☐ — Litigation in a court of competent jurisdiction
- ☐ — Other (Specify)

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

PAGE 4

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as ~~amended~~amended, superseded or supplemented by other provisions of the Contract Documents.

...

Brian Morrow
Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
T: (630) 510-4975
Email: bmorrow@wheatonparks.org

...

Mats Jonmarker
MTJ Development LLC
10 Edgewood Drive
Kewanee, IL 61443
T: 309-853-7210
Email: mats@mtjsports.com

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

§ 8.7.1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing the Work. Contractor's bonds shall include a provision as will guarantee the faithful performance of this prevailing wage clause as herein provided and as provided in the General Conditions. Contractor shall comply with all other requirements of the Prevailing Wage Act.

§ 8.7.2 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. The Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persona and property from injury resulting from the Work.

§ 8.7.3 The Contractor shall limit materials and equipment storage to the immediate area or Work and such other areas as the Owner may designate. The Contractor shall promptly remove and properly dispose all construction material, trash, garbage and other debris off site.

§ 8.7.4 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following priority:

- (i) Modifications.
- (ii) This Agreement, including all exhibits, certifications and attachments incorporated in this Agreement.
- (iii) Supplementary and Special Conditions.
- (iv) General Conditions
- (v) Construction Drawings

§ 8.7.5 The rights and remedies of the Owner stated in the Contract Documents shall be in addition to and not in limitation to any other rights of the Owner granted at law or in equity

§ 8.7.6 Notwithstanding anything to the contrary in AIA A201-2017, General Conditions of the Contract, the Owner shall inspect the Work under this Contract for satisfactory completion after the completion of the Work or after June 15, 2021, as Owner determines in its discretion.

§ 8.7.7 Notwithstanding anything to the contrary in AIA A201-2017, General Conditions of the Contract or the NGI Titantrax Shield Warranty provided by Contractor on July 18, 2016 (a copy of which is attached hereto as Exhibit 2), Contractor shall provide the Warranty attached hereto and incorporated herein as Exhibit 3 for a period of 5 years beginning on the later of June 15, 2021 or Final Completion. If Contractor is unable to secure this Warranty from the manufacturer, then Contractor shall honor and perform all obligations under the Warranty, whether required to be performed or honored under the Warranty by the manufacturer or contractor.

§ 8.7.8 In the event wrinkles are discovered on the bank of 4 courts in the future, Contractor shall repair them as set forth in the Procedure for Repairing Wrinkles on Court Surfaces – Bank of 4 Courts (If Necessary) contained in Exhibit 4 attached hereto and incorporated herein.

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1. AIA Document A101™-2017, Standard Form of Agreement Between Owner and ~~Contractor~~ Contractor, as modified by Owner

...

3. AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction, as modified by Owner

4. ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

...

See Scope of Work attached hereto as Exhibit 1.

See Procedure for Repairing Wrinkles on Court Surface – Bank of 4 Courts (If Necessary) attached hereto as Exhibit 4.

...

~~[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)~~

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

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Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated March 18, 2016.

All other documents contained in the Project Manual dated March 18, 2016.

Certificate of Insurance and endorsement attached to and incorporated in this Agreement by reference. Performance Bond, and Labor & Material Bond attached to and incorporated into this Agreement by reference

Contractor's Proposal, as modified by the Contract Documents, attached to and incorporated in this Agreement by this reference.

Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated in this Agreement by this reference.

...

Michael Benard Executive Director

Mats Jonmarker Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian J. Armstrong, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:52:43 ET on 10/01/2020 under Order No. 4925374472 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT 1

EXHIBIT 1

Scope of Work

3.01 APPLY ACRYLIC RESURFACER

1. The surface in the repaired areas must be completely cleaned of dust, dirt, debris and all loose materials before the application of Acrylic Resurfacer.
2. Apply Acrylic Resurfacer with a soft rubber squeegee.
3. Apply 1-2 coats as needed over repaired areas. Scrape all rough spots and ridges before applying the next coat.
4. Material must be stirred thoroughly before using.
5. Temperature must be a minimum of 50 degrees F. and rising before application.
6. Product is not to be applied when rain is imminent or forecast.

3.02 ACRYLIC COLOR FINISH SYSTEM AND STRIPING

A. Surface Preparation:

1. Do not apply the background color system until all the depressed or deficient areas have been corrected.
2. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials before the application of the color coat system.

B. Application:

1. Apply the color finish system at a rate of 0.05 gallons per square yard, or as recommended by the manufacturer, with a squeegee to provide a uniform texture, color, and density, free of holidays or voids.
2. Apply a minimum of two applications, more if recommended by the manufacturer. Provide additional applications over the entire surface if the final application is non-uniform. Apply additional coats until a uniform surface is achieved. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
3. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
4. The tennis courts color coat system shall cure a minimum of 48 hours before applying the line striping paint.
5. Apply the color coat system and line striping during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.
6. Apply the line striping paint according to the U. S. Tennis Association and ITF Specifications. Do not apply the line striping paint in windy conditions. Lines that are found to be crooked, wavy or out of line shall be colored out and 323650-4 restriped at no additional cost to the Owner. Lines shall be masked. Line dimensions shall meet or exceed the following ITF tolerances.

Description Dimension Tolerance

Approximate

Conversion

Middle of net to singles sideline # 13 ' 6" +/- 5 mm 3/16"

Middle of net to singles sticks *# 16' 6" +/- 5 mm 3/16"

Middle of net to doubles sidelines # 18' +/- 5 mm 3/16"

Middle of net to net posts * # 21' +/- 6 mm 1/4"

Half court diagonal (doubles) 53' 7/8" +/- 16 mm 5/8"

Net to baseline 39' +/- 12 mm 1/2"

Distance between doubles sidelines 36' +/- 11 mm 7/16"

Doubles sidelines to singles sidelines 4' 6" +/- 5 mm 3/16"

Single sidelines to centre mark 13' 6" +/- 5 mm 3/16"

Net to serviceline 21' +/- 6 mm 1/4"

Centre serviceline to singels sideline 13' 6" +/- 5 mm 3/16"

Half court diagonal (singles) 47' 5 1/4" +/- 14 mm 9/16"

* = Measured to the center of the net posts/singles sticks

= Where the position of X cannot be located precisely, use a reference point midway across the center serviceline.

3.03 REPAIR N.E. WRINKLES ON 2 UPPER COURTS

A. Repair Process

1. Cut center of 2 outer wrinkles
 2. Stretch and secure to pull flat between outer wrinkles
 3. Apply seal tape and fiberglass over cuts
 4. Apply 1-2 Coats of Acrylic Resurfacer (AR) over fiberglass, sand smooth on edges
- #### B. Apply Color Finish System

EXHIBIT 2



ENGINEERED FOR SPORT

TITANTRAX SHIELD WARRANTY 5

NGI Sports endeavors to use the highest quality materials and the latest manufacturing techniques in producing our crack repair system. This limited Warranty shall be considered valid so long as the installer and NGI signatures are affixed on the warranty, the original of the signed warranty application is on file in NGI Sports' offices, payment has been made in full, NGI Sports has been provided at least 1 (one) before photo and 3 (three) different high resolution after photo's (digital) of the completed installation and maintenance guidelines as provided by NGI have been followed with accurate written records of the court maintenance. Such records are subject to inspection by an NGI Sports' representative without notice.

Warranty Conditions: NGI Sports, a Division of River City Athletics (hereafter NGI) manufactures the TitanTrax Shield system which is warranted against defects in materials and materials workmanship for a period of 5 years from the finished installation date and is subject to the terms and conditions stated herein. NGI warrants that, for a total period of 5 years under unlimited hours of normal tennis play, TitanTrax Shield ...

- * will not deteriorate from rot, mildew, microbacteria, alkali, detergent, smog, or other ecological influences, including topical snow, ice or temperature variation.
- * will reasonably retain its tensile stability and resiliency as well as consistency in ball bounce qualities.

In the event TitanTrax Shield fails one or more of the above described warranty conditions, NGI shall, at its sole discretion and sole expense, repair or, at its sole option, replace the entire TitanTrax Shield surface, or just a portion thereof in order to correct the affected parts covered herein on a pro rata basis. In no instance will NGI provide a re-coloring of the entire surface.

The remedy of repair or replacement set forth herein shall be the sole remedy and NGI shall have no other obligations or liability in connection with any matter or thing, the condition or quality of the NGI surface and further, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

This limited Warranty is expressly in lieu of any and all conditions and warranties expressed or implied in fact or by law, otherwise including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligations or liabilities for NGI and only the limited Warranty expressed herein shall apply.

Requirements: NGI's Warranty shall not be valid, unless:

- * NGI Certified Installer has provided NGI with signed warranty application certifying that the Project was properly supervised and installed in compliance with established NGI Installation Procedures; said completed warranty application form is executed and submitted to NGI within 30 days after completion of the project;
- * Customer provides NGI and Installer with written notice, within 30 days from the date Customer first discovers a problem, describing the details of the problem.
- * Customer to comply with inspection requirements and contract with an NGI approved contractor using NGI approved surfacing materials, coatings, methods and guidelines to resurface said court(s) as specified by NGI. All costs for resurfacing are the responsibility of the Customer.

NGI reserves the right to investigate any reported problem to determine the validity of the problem and the extent of any warranty coverage.

Limitations of Warranty: NGI's Warranty shall be limited to repair or replacement of the TitanTrax Shield surface as specified herein. Under no circumstances shall NGI provide any warranty for any defects in the material, quality, or workmanship of the TitanTrax Shield surface, or for any damages or liabilities, in connection with, arising from, or resulting from

- * acts of God, or conditions beyond NGI's control;
- * negligent installation by installer; installer not following NGI guidelines for installation of TitanTrax Shield;
- * any use of materials not recommended by NGI for TitanTrax Shield installation, care or upkeep;
- * negligent use, mis-use or abuse of surface and/or non-compliance of general NGI recommended maintenance or upkeep of the surface;
- * any base, sub-base or concealed site and moisture conditions, including any and all preparation work performed by installer; any base, sub-base conditions existing prior to the installation of the TitanTrax Shield or failure of the sub-base after installation;
- * conditions on site which are (1) subsurface / concealed physical conditions; (2) unknown physical conditions of any unusual nature and which differ from conditions encountered at installation or (3) differ to those conditions described to NGI;
- * any surface coating materials, manufacturing, preparation and/or application of any coating/painting onto the TitanTrax Shield. Surface coatings are not covered in this warranty. This warranty does not cover color surface coatings placed on top of the TitanTrax Shield, including any surface peeling, hazing or delamination. In no instance will NGI provide a re-coloring of the surface.
- * courts that are repaired, replaced or altered by anyone other than an NGI approved contractor;
- * any failure to comply with the requirements stated herein.

INSTALLATION NAME/ADDRESS: Wheaton Park District/Northside Tennis . 1311 N. West Street . Wheaton, IL . 60189

COMPLETED INSTALLATION DATE: July 18, 2016

WARRANTY EXPIRATION DATE: July 18, 2021

Signature - Installer/Installation Company

Tele #:

07/15

WA # 016-30090
TW # 016090

NGI Sports, a division of River City Athletics, LLC
2807 Walker Road, Chattanooga TN 37421
1-800-835-0033



info@ngisports.com / www.ngisports.com

EXHIBIT 3

NGI Sports endeavors to use the highest quality materials and the latest manufacturing techniques in producing our crack repair system. This limited Warranty shall be considered valid so long as the installer and NGI signatures are affixed on the warranty, the original of the signed warranty application is on file in NGI Sports' offices, payment has been made in full, NGI Sports has been provided at least 1 (one) before photo and 3 (three) different high resolution after photo's (digital) of the completed installation and maintenance guidelines as provided by NGI have been followed with accurate written records of the court maintenance. Such records are subject to inspection by an NGI Sports' representative without notice.

Warranty Conditions: NGI Sports, a Division of River City Athletics (hereafter NGI) manufactures the TitanTrax Shield system which is warranted against defects in materials and materials workmanship for a period of 5 years from the finished installation date and is subject to the terms and conditions stated herein. NGI warrants that, for a total period of 5 years under unlimited hours of normal tennis play, TitanTrax Shield ...

- * will not deteriorate from rot, mildew, microbacteria, alkali, detergent, smog, or other ecological influences, including topical snow, ice or temperature variation.
- * will reasonably retain its tensile stability and resiliency as well as consistency in ball bounce qualities.

In the event TitanTrax Shield fails one or more of the above described warranty conditions, NGI shall, at its sole discretion and sole expense, repair or, at its sole option, replace the entire TitanTrax Shield surface, or just a portion thereof in order to correct the affected parts covered herein on a pro rata basis. In no instance will NGI provide a re-coloring of the entire surface.

The remedy of repair or replacement set forth herein shall be the sole remedy and NGI shall have no other obligations or liability in connection with any matter or thing, the condition or quality of the NGI surface and further, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

This limited Warranty is expressly in lieu of any and all conditions and warranties expressed or implied in fact or by law, otherwise including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligations or liabilities for NGI and only the limited Warranty expressed herein shall apply.

Requirements: NGI's Warranty shall not be valid, unless:

- * NGI Certified Installer has provided NGI with signed warranty application certifying that the Project was properly supervised and installed in compliance with established NGI Installation Procedures; said completed warranty application form is executed and submitted to NGI within 30 days after completion of the project;
- * Customer provides NGI and Installer with written notice, within 30 days from the date Customer first discovers a problem, describing the details of the problem.
- * Customer to comply with inspection requirements and contract with an NGI approved contractor using NGI approved surfacing materials, coatings, methods and guidelines to resurface said court(s) as specified by NGI. All costs for resurfacing are the responsibility of the Customer.

NGI reserves the right to investigate any reported problem to determine the validity of the problem and the extent of any warranty coverage.

Limitations of Warranty: NGI's Warranty shall be limited to repair or replacement of the TitanTrax Shield surface as specified herein. Under no circumstances shall NGI provide any warranty for any defects in the material, quality, or workmanship of the TitanTrax Shield surface, or for any damages or liabilities, in connection with, arising from, or resulting from

- * acts of God, or conditions beyond NGI's control;
- * negligent installation by installer; installer not following NGI guidelines for installation of TitanTrax Shield;
- * any use of materials not recommended by NGI for TitanTrax Shield installation, care or upkeep;
- * negligent use, mis-use or abuse of surface and/or non-compliance of general NGI recommended maintenance or upkeep of the surface;
- * any base, sub-base or concealed site and moisture conditions, including any and all preparation work performed by installer; any base, sub-base conditions existing prior to the installation of the TitanTrax Shield or failure of the sub-base after installation;
- * conditions on site which are (1) subsurface / concealed physical conditions; (2) unknown physical conditions of any unusual nature and which differ from conditions encountered at installation or (3) differ to those conditions described to NGI;
- * any surface coating materials, manufacturing, preparation and/or application of any coating/painting onto the TitanTrax Shield. Surface coatings are not covered in this warranty. This warranty does not cover color surface coatings placed on top of the TitanTrax Shield, including any surface peeling, hazing or delamination. In no instance will NGI provide a re-coloring of the surface.
- * courts that are repaired, replaced or altered by anyone other than an NGI approved contractor;
- * any failure to comply with the requirements stated herein.

INSTALLATION NAME/ADDRESS: C O P Y

COMPLETED INSTALLATION DATE: XXXXXX WARRANTY EXPIRATION DATE: XXXXXX

 X X X X

Signature - Installer/Installation Company

Tele #:

09319

WA #

TW #

 X X X X

NGI Sports, a division of River City Athletics, LLC
2807 Walker Road, Chattanooga TN 37421
1-800-835-0033

EXHIBIT 4

Procedure for Repairing Wrinkles on Court Surface – Bank of 4 Courts (If Necessary)

1. Make new center cuts along Net Line and along North and South seam and stretch towards center from both North and South directions.
2. Stretch and secure to pull flat between outer wrinkles.
3. Apply seal tape and fiberglass over cuts.
4. Apply 1-2 Coats of Acrylic Re-surfacer (AR) over fiberglass, sand smooth on edges.
5. Apply Color Finish System.
6. Paint court lines.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Prairie Building HVAC Change Order #1

DATE: November 2, 2020



SUMMARY:

We have a change order request to increase the capacity of two of the four air conditioners that were approved for replacement at the Prairie Building.

When the Prairie Building HVAC project was bid, specifications were provided calling for four 2.5-ton capacity air conditioners. However, it was discovered that two of the units are currently 3-ton units and the replacements should be sized similarly. The change order is for \$495 to cover the cost increase for the higher tonnage units.

PREVIOUS COMMITTEE/BOARD ACTION:

A contract in the amount of \$29,650 with a 10% contingency was approved at the October 21, 2020 Board meeting.

REVENUE OR FUNDING IMPLICATIONS:

There is \$32,400 budgeted in account 10-101-856-52-5210-0000

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

Change Order #1

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve change order #1 with MG Mechanical Service for \$495.00.

WHEATON PARK DISTRICT CHANGE ORDER

Project: Prairie Building HVAC Project

Change Order No.: 1

To: MG Mechanical Service, Inc.
Attn: Mark W. Gibson
1513 Lamb Rd.
Woodstock, IL 60098

Change Order Date: 11/2/2020

Contract Date: 10/23/20

Contract For: Prairie Building HVAC Project

You are directed to make the following changes in this Contract:

Furnish and install two (2) Carrier 3-ton capacity air conditioners instead of two (2) Carrier 2.5-ton capacity air conditioners at the Prairie building, 855 W. Prairie Ave., Wheaton.

Add to the Contract:

\$495

The original Contract Sum was	\$	29,650.00
Net Change by previous Change Orders	\$	0.00
The Contract Sum prior to this Change Order	\$	29,650.00
The Contract Sum will be increased by this Change Order.....	\$	495.00
The new Contract Sum including this Change Order will be	\$	30,145.00
The Contract Time will not be changed		
The Date of Completion as of the date of this Change Order therefore is		

Wheaton Park District

Owner

102 East Wesley Street
Wheaton, IL 60187

Address

MG Mechanical Service, Inc.

Contractor

1513 Lamb Rd.
Woodstock, IL 60098

Address

Michael J. Benard, Executive Director

Signature – Mark W. Gibson

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Proposed C.O. #3 for Fire Alarm Panel in Environmental Storage Building

DATE: November 4, 2020



SUMMARY:

On 10/28 Integral Construction, the contractor for the Arrowhead Environmental Storage Building sent a change order in the amount of \$15,607 for furnishing and installing a fire alarm panel. The fire alarm panel was removed from the original bid scope during value engineering pending further research on whether it was necessary or if there were other options.

The large gap in time before bringing this for approval is a result of receiving permit comments from the fire department in August, the architect being unaware of the panel was removed from the scope, and the contractor not providing the change order until now.

Since receiving the change order, we have been able to meet with the fire chief of Warrenville and they have agreed to allow us to use a device tied into the existing maintenance building panel. This should result in a lower cost.

PREVIOUS COMMITTEE/BOARD ACTION:

C.O. #1 was approved at the May 20th board meeting and C.O. #2 was approved at the September 16th board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Account 60-601-000-57-5701-0000	Budget Amount: \$325,000
Contract Amount	-\$274,320
C.O. #1 – Heaters	- \$11,885
C.O. #2 - Storm Pipe	- \$7,021
Integral Proposed C.O. #3 – Fire Alarm Panel	-\$15,607
Balance	\$16,167

STAKEHOLDER PROCESS:

Our architect will be reviewing the change order costs. Revised pricing is expected from Integral.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Integral C.O. and subcontractor's proposal – no longer relevant

ALTERNATIVES:

N/A

RECOMMENDATION:

Pending further research - It is recommended that the Wheaton Park District Board of Commissioner's approve the additional cost for a Fire Alarm Panel at the Arrowhead Chemical Storage Building in an amount (not to exceed \$15,607) from (Integral or ADS).

TO: Board of Commissioners

FROM: Rob Sperl, Director of Park & Planning

THROUGH: Michael Benard, Executive Director

RE: Memorial Park Renovation – Change Order 13

DATE: November 4, 2020



SUMMARY:

The Memorial Park Renovation project is substantially complete, and work is being done to close out the project. As previously directed by the board, staff and the building and grounds committee have reviewed, revised where appropriate and approved these changes so construction could proceed according to schedule. The attached change orders are summarized below:

Change Order 13

PCO #12r – Revision of masonry to concrete detail at base of building

At the beginning of the project, we were still addressing some permit comments as the construction started. The city required that the foundation extend 6" above the ground rather than the masonry starting at the ground. Our architect disputes that this should be an additional charge.

PCO #48 – Installation of additional benches

Six benches were added to the project to cover the existing number of dedicated memorial benches. The material cost of the benches was previously approved. This is for costs associated with the installation.

As previously discussed, these remaining change orders are being deducted from the remaining contingency. At this point, we are closing out the project and requesting approval for the final change order that will settle the accounting.

PREVIOUS COMMITTEE/BOARD ACTION:

Change Orders 1 and 3 were approved at the December 11, 2019 Board meeting.

Change Order 2 pertaining to the storm sewer repair along Wheaton Avenue was approved on November 20, 2019.

Change Order 4 approved at the January 15, 2020 Board meeting.

Change Order 5 approved at the February 19, 2020 Board meeting.

Change Orders 6 and 7 approved at the April 15, 2020 Board meeting.

Change Orders 8, 9 and 10 approved at the May 20, 2020 Board meeting.

Change Order 11 approved at the June 17, 2020 Board meeting.

Change Order 12 approved at the July 15, 2020 Board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Current change order amounts are being deducted from the remaining contingency resulting in a net deduct from the project.

With PCO #12r Final contract amount is \$4,777,267.

Without PCO #12r Final contract amount is \$4,774,766.

ATTACHMENTS:

PCO #12R

PCO #48

RECOMMENDATION:

If PCO #12r is approved:

It is recommended that the Wheaton Park District Board of Commissioner's approve Change Order 13 from Frederick Quinn Corporation:

- A. Revision of masonry to concrete - \$2,501 to be deducted from A/V contingency
- B. Installation of additional benches - \$2,075 to be deducted from A/V contingency
- C. Final contingency to be deducted from contract sum – Deduct \$4,353

If PCO #12r is rejected:

It is recommended that the Wheaton Park District Board of Commissioner's approve Change Order 13 from Frederick Quinn Corporation:

- A. Installation of additional benches - \$2,075 to be deducted from A/V contingency
- B. Final contingency to be deducted from contract sum – Deduct \$6,854



July 31, 2020

Mr. Rob Sperl
Director of Parks and Planning
Wheaton Park District
1000 Manchester Rd
Wheaton, IL 60187

Re: Memorial Park Improvements
FQC #532
PCO #48

Dear Mr. Sperl:

In accordance with direction received from Wheaton Park District (WPD) and Williams Architects (WA), Frederick Quinn Corporation (FQC) is proposing the following changes to the scope of work for the project as described below:

- A. WA issued AFO # 6 for the project which added to the site furnishings required for the project. Specifically, six (6) benches were added to the project. The cost of the benches was included on PCO #24. The cost detailed below is for handling and installation of the added benches including shipping debris removal. This work will be provided by Breezy Hill Nursery in accordance with the attached Quotation. Total cost of this work is \$2,075.00.

Breezy Hill Nursery	\$1,800.00
FQC / Disposal – 20 Yd Box (35%)	<u>\$275.00</u>
Subtotal	\$2,075.00
Deduct from AV Allowance	<u>(\$2,075.00)</u>
Total	\$0.00

WPD is solely responsible for gaining approval of contract scope revisions from the Illinois Department of Natural Resources and revisions approved by WPD are valid for FQC regardless of approval from IDNR. Please sign and return a copy of this PCO for this work

Sincerely,

FREDERICK QUINN CORPORATION

John Eallonardo, LEED AP
Executive V.P. Construction

Cc: J. Kelly / WPD
S. Hinchee / WPD
M. Bernard / WPD
A. Dogan / WA
G. Pinkel / WA
B. Moser / WA
A. Lorens / FQC
Accounting / FQC
File / FQC

ACCEPTANCE: _____
Mr. M. Benard



TELEPHONE QUOTATION

PROJECT Wheaton Memorial Park TRADE Landscaping
COMPANY Greedy Hill SPEC. SECT. N/A
CO. REP. Casey TELEPHONE NO. 262-620-2975

An Equal Opportunity Employer

FURNISH & ERECT _____ FURNISH ONLY _____ ERECT ONLY X PLANS & SPECS _____
ADDENDA: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ TAX INCLUDED _____ TAX EXEMPT _____

INCLUDED: (6) Landscape mounds / Install
\$300.00/ea.

TOTAL

\$1,800.00

EXCLUDES:

TAKEN BY

JE

DATE

7/31/20

ALTERNATES - OVER



June 17, 2020

Mr. Rob Sperl
Director of Parks and Planning
Wheaton Park District
1000 Manchester Rd
Wheaton, IL 60187

Re: Memorial Park Improvements
FQC #532
PCO #12R

Dear Mr. Sperl:

In accordance with direction received from Wheaton Park District (WPD) and Williams Architects (WA), Frederick Quinn Corporation (FQC) is proposing the following changes to the scope of work for the project as described below:

- A. WA issued Field Orders #3 and #8 for the project. This direction revised the work scope on the project. This revised / added work will be provided by American Grading, Inc and Piazza Masonry in accordance with the attached proposals dated 11/11/19 and 01/30/2020 respectively. Net total cost of this revised work is \$2,501.00. Breakdown as follows.

American Grading	\$4,532.00
Piazza Masonry	<u>(\$2,031.00)</u>
Subtotal	\$2,501.00
Deduct from AV Contingency	<u>(\$2,501.00)</u>
Total Item A – Add	\$0.0

WPD is solely responsible for gaining approval of contract scope revisions from the Illinois Department of Natural Resources and revisions approved by WPD are valid for FQC regardless of approval from IDNR.

Please sign and return one copy of this PCO after your review. Do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,

FREDERICK QUINN CORPORATION

John Eallonardo, LEED AP
Executive V.P. Construction

Cc: J. Kelly / WPD
S. Hinchee / WPD
M. Bernard / WPD
A. Dogan / WA
G. Pinkel / WA
B. Moser / WA
A. Lorens / FQC
Accounting / FQC
File / FQC

ACCEPTANCE: _____
Mr. M. Benard

Date:

CREDIT MEMO #1



Date: January 30, 2020	Job Name: Wheaton Park District Memorial Park Improvements
Architect: Williams Architects	Job Address: 208 W. Union Avenue
Address: 500 Park Boulevard, Suite 800, Itasca, IL 60143	Job City, State, Zip: Wheaton, IL 60187

We hereby propose to furnish all materials and labor for the above mentioned project as follows:

Scope: Credit for Order #003 & #008 – Eliminates 92 (l.f.) x 8" high of 8" CMU and 17'-4" (l.f.) x 8" high of Stone Veneer.

8 CMU (75 pieces @ 1.75 each)	131.00
4"x8"x16" Stone (14 pieces @ 9.45 each)	132.00
Mortar (2 batches @ 75.00 each)	150.00

Bricklayer - 8 hrs. @ 104.13	833.00
Laborer - 8 hrs. @ 98.13	785.00

Total Material	413.00
Total Labor	1,618.00

TOTAL CREDIT (\$2,031.00)

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Holiday Lights Concept for Memorial Park and Historical Museum

DATE: November 3, 2020



SUMMARY:

In the past, staff installed modest lighting along the gutters at Memorial Park. Those lights were not LED and have been disposed of. The City of Wheaton and the Downtown Wheaton Association are partnering to install significant holiday lighting in the recently renovated Adams Park. To facilitate a Board discussion concerning the Park District possibly similarly decorating the newly renovated Memorial Park and the Historical Museum to add to resident enjoyment during this challenging year, we are obtaining pricing for consideration.

We have received the attached quote for the work depicted in the photos. We are seeking additional quotes.

	Memorial Park	DCH Museum	Total
Sav A Tree	\$10,564	\$1,356	\$11,920

REVENUE OR FUNDING IMPLICATIONS:

Funding would require an adjustment the current 2020 financial projections.

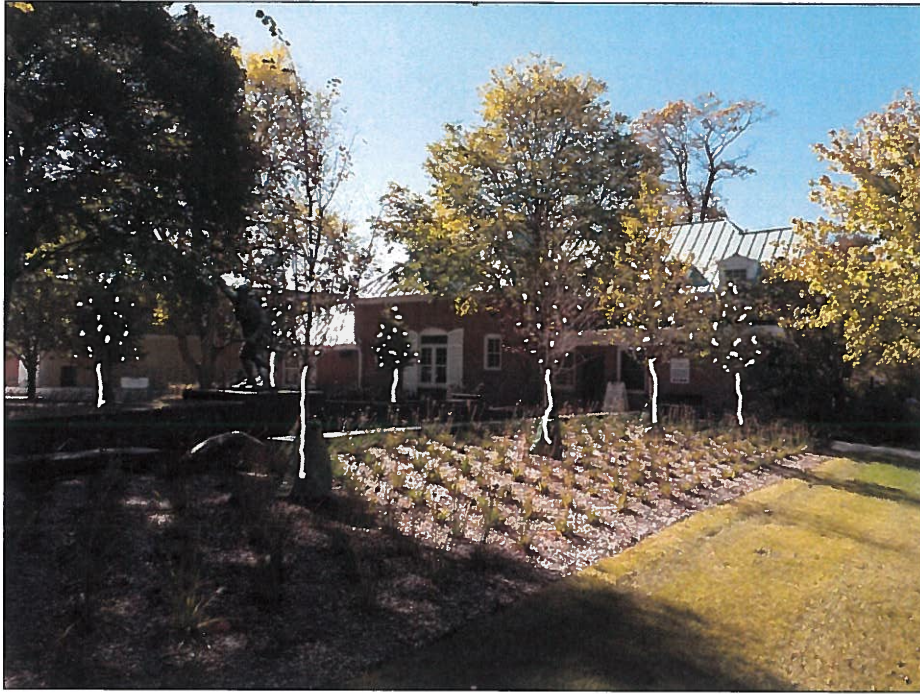
ATTACHMENTS:

Sav A Tree Quotes and Pictures of Proposed Lights

ALTERNATIVES:

RECOMMENDATION:

Memorial Park Recommendations from Sav A Tree

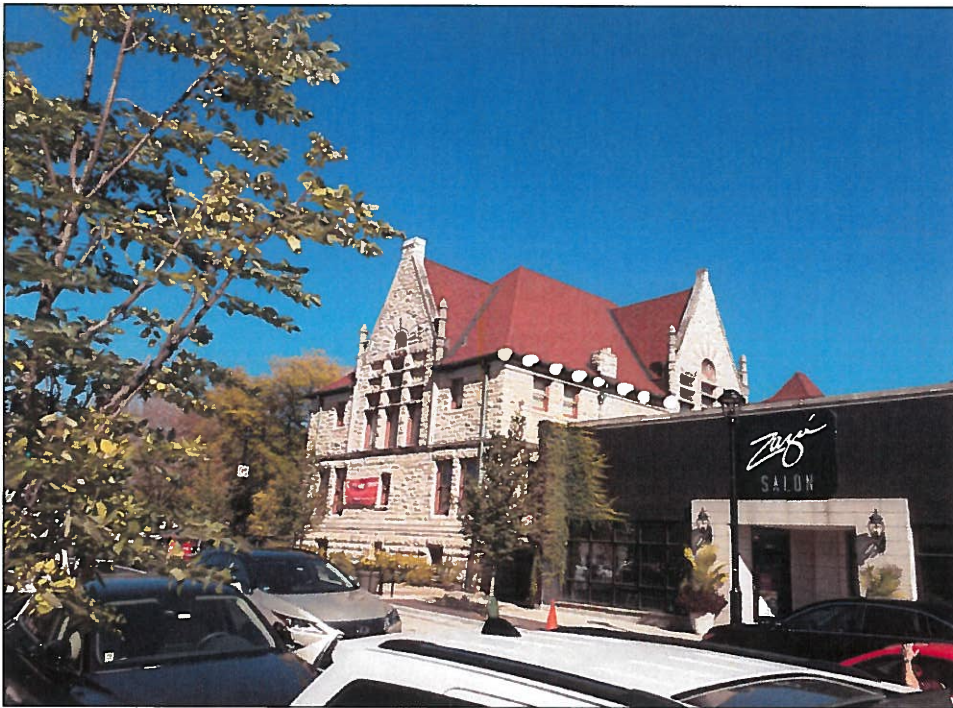






Museum Recommendations Sav A Tree





Budget in Brief

Table of Contents

This document is a very brief overview of the District's budget, it is a "quick glance" which is meant to be a teaser to entice you into delving into the full document!

	Page #
Overview of major funds	2
<i>This schedule provides a quick glance at the major funds at a high level and explains any significant variations between the six years of data presented.</i>	
Capital Expenditures by Fund	3
<i>This schedule offers a quick glance at the total capital budget by fund for the six years presented.</i>	
Revenue and Expense objects across funds with Internal Service Funds presented separately	4 - 5
<i>This schedule is intended to provide you with some historical and future trends in each of the District's revenues and expenses. Since internal service funds are "charged" to the other funds, we've also presented them separately so that you can see the real size of the District's budget in the first section which does not include the internal service funds.</i>	

Overview of Major Funds

	2018 Actuals	2019 Actuals	2020 Budget	2020 Projections	2021 Proposed
10-General					
4-Revenues	\$4,764,426	\$5,082,968	\$5,070,178	\$4,648,652	\$5,524,246
5-Expenses	(\$5,529,291)	(\$5,278,893)	(\$5,352,881)	(\$3,629,492)	(\$4,635,889)
10-General Total	(\$764,865)	(\$195,925)	(\$282,703)	\$1,019,161	\$888,358
20-Recreation					
4-Revenues	\$9,562,340	\$9,804,648	\$10,055,153	\$5,798,044	\$9,675,791
5-Expenses	(\$8,583,982)	(\$8,837,351)	(\$10,161,295)	(\$5,688,158)	(\$8,642,189)
20-Recreation Total	\$978,358	\$967,297	(\$106,142)	\$109,885	\$1,033,602
22-Cosley Zoo					
4-Revenues	\$1,504,613	\$1,651,477	\$1,686,702	\$1,405,176	\$1,531,908
5-Expenses	(\$1,348,713)	(\$1,549,821)	(\$1,789,173)	(\$1,347,680)	(\$1,434,352)
22-Cosley Zoo Total	\$155,899	\$101,656	(\$102,471)	\$57,496	\$97,556
30-Debt Service					
4-Revenues	\$4,547,001	\$10,689,959	\$4,378,358	\$4,383,827	\$4,429,627
5-Expenses	(\$4,658,169)	(\$10,818,818)	(\$4,396,449)	(\$4,396,449)	(\$4,449,449)
30-Debt Service Total	(\$111,168)	(\$128,859)	(\$18,091)	(\$12,622)	(\$19,822)
40-Capital Projects					
4-Revenues	\$3,351,061	\$5,247,905	\$3,714,886	\$1,466,499	\$1,508,248
5-Expenses	(\$2,963,613)	(\$5,715,422)	(\$6,378,964)	(\$4,402,119)	(\$2,216,731)
40-Capital Projects Total	\$387,448	(\$467,518)	(\$2,664,079)	(\$2,935,620)	(\$708,483)
60-Golf Fund					
4-Revenues	\$9,051,681	\$8,860,676	\$10,262,588	\$6,141,574	\$8,073,308
5-Expenses	(\$8,016,628)	(\$7,806,334)	(\$10,515,605)	(\$7,512,261)	(\$8,658,939)
60-Golf Fund Total	\$1,035,053	\$1,054,342	(\$253,017)	(\$1,370,687)	(\$585,631)

General Fund positive bottomlines in 2020 Projections and 2021 Proposed Budget are due to cancelling the transfers they have been making to the Capital Fund, per the Board's Cash and Fund Balance Policy.

Recreation Fund positive bottomlines in 2020 Projections and 2021 Proposed Budget are due to cancelling the transfers they have been making to the Capital Fund, per the Board's Cash and Fund Balance Policy. The 2021 Proposed Budget is also positively impacted by estimated improvement in services to be offered, assuming no shut down in services as we experienced in 2020.

The **Cosley Fund's negative bottom line** the 2020 Budget was primarily due to transferring funds to the Capital Fund. However, due to COVID19 that plan has been cancelled for both 2020 and 2021. 2021's bottom line is also positively impacted by a much more optimistic projection of revenues from services and rentals than we are projecting for 2020.

The **Capital Fund's** spike in spending in 2019 is primarily due to the Memorial Park master plan project which is budgeted at \$5,000,000. The 2019 Projections are down due to the delay in completing the project, which has also resulted in an increase in 2020 for the completion of the project. 2020 is showing a positive bottom line largely due to severe cutbacks in capital spending as a result of the impact of COVID.

Capital Expenditures by Fund

	2018 Actuals	2019 Actuals	2020 Budget	2020 Projections	2021 Proposed
10-General	(\$431,842)	(\$314,484)	(\$427,977)	(\$140,938)	(\$295,397)
20-Recreation	(\$2,983)	(\$47,492)	(\$100,003)	(\$43,748)	(\$22,227)
22-Cosley Zoo	(\$868)	(\$1,190)	(\$11,725)	(\$10,787)	(\$5,466)
30-Debt Service	\$0	(\$6,166,810)	\$0	\$0	\$0
40-Capital Projects	(\$2,242,288)	(\$4,935,288)	(\$5,205,326)	(\$3,822,256)	(\$1,378,113)
60-Golf Fund	(\$769,332)	(\$788,497)	(\$460,045)	(\$416,885)	(\$11,660)
Grand Total	(\$3,447,314)	(\$12,253,761)	(\$6,205,076)	(\$4,434,614)	(\$1,712,863)

The \$6.2 million in debt service in 2019 was the refinancing of the 2010 GO BABs.

The large jump in Capital Expenditures in 2019 is most significantly due to the Memorial Park Master Plan construction (\$2,604,783). Another \$3,150,428 was spent to finish this work in 2020. The decrease in capital from 2020 budget to projections is the drastic cutbacks made because of Covid-19. The Memorial Park project was already committed and could not be stopped. The \$6.2 million in debt service in 2019 was the refinancing of the 2010 GO BABs.



The significant decrease in Golf's capital in 2021 is due to the impact of COVID-19. The 2020 projections consist of the berm work and the Chemical Storage building. The Chemical Storage building was required by statute so could not be delayed despite Covid.

Revenue and Expense objects across funds with Internal Service Funds presented separately

All Funds but Internal Service Funds	2018 Actuals	2019 Actuals	2020 Budget	2020 Projections	2021 Proposed	Sparkline of Activity
41-Taxes	\$18,094,482	\$18,311,985	\$18,518,986	\$18,593,328	\$18,865,688	
42-Charges for Services	\$7,461,061	\$7,408,167	\$8,461,330	\$3,304,505	\$7,200,603	
43-Debt Proceeds	\$0	\$5,335,000	\$0	\$0	\$0	
44-Rentals	\$823,180	\$869,593	\$835,658	\$545,017	\$794,389	
45-Product Sales	\$5,197,081	\$4,993,953	\$6,114,503	\$2,408,255	\$4,218,460	
46-Grants & Donations	\$881,642	\$2,408,472	\$1,244,930	\$414,823	\$324,250	
47-Misc. Income	\$124,192	\$1,066,030	\$73,772	\$166,766	\$54,796	
48-Interest Income	\$378,499	\$522,388	\$119,850	\$133,200	\$88,576	
49-Transfers In	\$2,675,311	\$3,048,859	\$2,838,050	\$1,394,520	\$1,542,137	
51-Salaries & Wages	(\$10,762,166)	(\$11,032,381)	(\$12,054,839)	(\$8,962,459)	(\$11,320,937)	
52-Contractual Services	(\$11,841,978)	(\$11,330,088)	(\$14,059,852)	(\$11,272,450)	(\$13,186,311)	
53-Supplies	(\$3,644,871)	(\$3,530,625)	(\$4,837,202)	(\$2,283,063)	(\$3,670,931)	
54-Other Charges	(\$690,568)	(\$669,458)	(\$865,773)	(\$388,909)	(\$746,164)	
57-Capital	(\$4,258,458)	(\$13,079,592)	(\$7,030,907)	(\$5,260,445)	(\$2,538,694)	
59-Transfers Out	(\$2,675,311)	(\$3,048,859)	(\$2,748,520)	(\$1,394,520)	(\$1,452,137)	
Grand Total	\$1,762,096	\$1,273,445	(\$3,390,013)	(\$2,601,433)	\$173,727	

Internal Service Funds	2018 Actuals	2019 Actuals	2020 Budget	2020 Projections	2021 Proposed	Sparkline of Activity
42-Charges for Services	\$2,006,376	\$1,848,217	\$2,055,863	\$1,965,368	\$1,809,314	
43-Debt Proceeds			\$0	\$0	\$0	
47-Misc. Income	\$120,585	\$111,235	\$116,500	\$121,168	\$110,996	
48-Interest Income	\$4,673	\$8	\$1,750	\$9	\$1,750	
49-Transfers In			\$0	\$0	\$0	
52-Contractual Services	(\$2,089,861)	(\$1,860,592)	(\$1,970,361)	(\$1,909,575)	(\$1,797,866)	
53-Supplies	(\$39,044)	(\$98,868)	(\$77,520)	(\$58,140)	(\$68,606)	
57-Capital	(\$7,172)	(\$3,930)	(\$127,250)	(\$117,070)	(\$55,750)	
Grand Total	(\$4,443)	(\$3,930)	(\$1,017)	\$1,759	(\$162)	

Revenue and Expense objects across funds with Internal Service Funds presented separately

All Funds	2018 Actuals	2019 Actuals	2020 Budget	2020 Projections	2021 Proposed	Sparkline of Activity
All Funds	\$1,757,652	\$1,269,514	(\$3,391,030)	(\$2,599,674)	\$173,566	
Grand Total	\$1,757,652	\$1,269,514	(\$3,391,030)	(\$2,599,674)	\$173,566	

Since internal service funds expenses are "charged" to the operating funds, they are shown separately here to give a better picture of the true size of the District's budget.

Pay Raise Comparisons-Full Time Employees

		Choice 1	Choice 2	Choice 3
Increase of:		2.0%	3.0%	5.0%
	Current Annualized Gross Pay	Sum of Increase w/ Choice 1	Sum of Increase w/ Choice 2	Sum of Increase w/ Choice 3
10-General				
000-Administration	\$380,495	\$388,105	\$391,910	\$399,520
101-Parks Maintenance	\$1,241,848	\$1,266,685	\$1,279,103	\$1,303,940
418-Human Resources	\$17,230	\$17,575	\$17,747	\$18,092
419-Finance	\$209,361	\$213,548	\$215,642	\$219,829
430-Historical Museum	\$96,752	\$98,687	\$99,655	\$101,590
10-General Total	\$1,945,686	\$1,984,600	\$2,004,057	\$2,042,970
20-Recreation				
000-Administration	\$759,804	\$775,000	\$782,598	\$797,794
101-Parks Maintenance	\$557,622	\$568,774	\$574,350	\$585,503
220-Recreation Programs	\$410,419	\$418,627	\$422,732	\$430,940
221-Athletics	\$25,921	\$26,439	\$26,699	\$27,217
222-Pools	\$83,013	\$84,673	\$85,503	\$87,164
224-Recreation Facilities	\$114,956	\$117,255	\$118,404	\$120,704
350-Special Facilities	\$168,757	\$172,132	\$173,820	\$177,195
418-Human Resources	\$25,845	\$26,362	\$26,621	\$27,138
419-Finance	\$193,999	\$197,878	\$199,818	\$203,698
20-Recreation Total	\$2,340,335	\$2,387,142	\$2,410,545	\$2,457,352
22-Cosley Zoo				
000-Administration	\$8,402	\$8,570	\$8,654	\$8,822
101-Parks Maintenance	\$49,828	\$50,825	\$51,323	\$52,320
350-Special Facilities	\$61,172	\$62,395	\$63,007	\$64,230
418-Human Resources	\$4,308	\$4,394	\$4,437	\$4,523
419-Finance	\$44,750	\$45,645	\$46,092	\$46,987
501-Cosley Zoo	\$439,085	\$447,866	\$452,257	\$461,039
22-Cosley Zoo Total	\$607,544	\$619,695	\$625,770	\$637,921
40-Capital Projects				
101-Parks Maintenance	\$148,030	\$150,990	\$152,470	\$155,431
40-Capital Projects Total	\$148,030	\$150,990	\$152,470	\$155,431
60-Golf Fund				
000-Administration	\$137,705	\$140,459	\$141,836	\$144,590
101-Parks Maintenance	\$18,100	\$18,462	\$18,643	\$19,005
418-Human Resources	\$38,768	\$39,543	\$39,931	\$40,707
419-Finance	\$168,371	\$171,738	\$173,422	\$176,789
601-Golf Maintenance	\$387,999	\$395,759	\$399,639	\$407,399
611-Pro Shop/Golf Fees	\$198,374	\$202,341	\$204,325	\$208,293

Pay Raise Comparisons-Full Time Employees

		Choice 1	Choice 2	Choice 3
Increase of:		2.0%	3.0%	5.0%
	Current Annualized Gross Pay	Sum of Increase w/ Choice 1	Sum of Increase w/ Choice 2	Sum of Increase w/ Choice 3
612-Food and Beverage	\$720,305	\$734,711	\$741,914	\$756,320
60-Golf Fund Total	\$1,669,621	\$1,703,014	\$1,719,710	\$1,753,102
90-Cosley Foundation				
000-Administration	\$44,562	\$45,453	\$45,899	\$46,790
90-Cosley Foundation Total	\$44,562	\$45,453	\$45,899	\$46,790
92-DuPage County Historical Museu				
000-Administration	\$28,313	\$28,879	\$29,162	\$29,728
92-DuPage County Historical Museu Total	\$28,313	\$28,879	\$29,162	\$29,728
Grand Total	\$6,784,091	\$6,919,773	\$6,987,614	\$7,123,296
Amount over base year		\$135,682	\$203,523	\$339,205

Cost of Increase from base year by %

1%	\$67,841
2%	\$135,682
3%	\$203,523
4%	\$271,364
5%	\$339,205

Ten Year History of Budgeted Pay Raises

Fiscal Year Ending	% Raise
2012	2%
2013	2%
2014	2%
2015	2%
2016	3%
2017	3%
2018	3%
2019	3%
2020	3%
2021	3%

The 2021 % above is what has been included in this budget document.

TO: Wheaton Park District Board of Park Commissioners

FROM: Sandra Simpson
Rita A. Trainor

THROUGH: Mike Benard

RE: Tax Levy Ordinance

DATE: November 18, 2020

SUMMARY: The final board step in the Tax Levy process is to adopt a Tax Levy Ordinance. Because the proposed levy does not exceed the property tax cap, no tax levy hearing was required or held.

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 54% 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.

STAKEHOLDER PROCESS: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: Tax Levy Ordinance.

ALTERNATIVES: N/A

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

Wheaton Park District
ORDINANCE 2020-06

**AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS
FOR THE TAX YEAR 2020**

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 and fifty-five thousand, nine hundred and thirty-five dollars (\$18,855,653) 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):

	<u>Amount to be Raised by Taxation</u>
Salaries & Wages	\$2,459,592
Contractual Services	\$1,252,042
Supplies	\$541,231
Other Charges	\$218,241
Capital Items	\$304,287
Transfers Out	\$0
TOTAL	<u>4,775,393</u>

RECREATION FUND

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

	<u>Amount to be Raised by Taxation</u>
Salaries & Wages	\$2,483,795
Contractual Services	\$1,600,865
Supplies	\$504,290
Other Charges	\$121,862
Capital Items	\$12,147
Transfers Out	\$0
TOTAL	<u>4,722,959</u>

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	483,396
TOTAL	483,396

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 Raised by Taxation
FICA Expenditures	366,389
TOTAL	366,389

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 Raised by Taxation
Insurance expenditures	562,665
TOTAL	562,665

AUDIT FUND

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

	Amount to be Raised by Taxation
Auditing Expenses	9,696
TOTAL	9,696

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 Raised by Taxation
Joint Recreation Programs for People with Disabilities	853,923
TOTAL	853,923

MUSEUM FUND

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

	<u>Amount to be Raised by Taxation</u>
Salaries & Wages	\$660,202
Contractual Services	\$198,855
Supplies	\$116,438
Other Charges	\$39,339
Capital Items	\$3,882
Transfers Out	\$0
TOTAL	<u>1,018,716</u>

DEBT SERVICE ACTIVITY

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

	<u>Amount to be Raised by Taxation</u>
Debt Service	<u>6,062,516</u>
TOTAL	<u>6,062,516</u>

SUMMARY OF LEVIES

General Corporate Levy	4,775,393
Recreation Program Levy	4,722,959
IMRF	483,396
FICA	366,389
Insurance	562,665
Audit	9,696
Special Recreation Association	853,923
Museum	1,018,716
Debt Service	<u>6,062,516</u>
	<u>18,855,653</u>

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, 2020 and ending December 31, 2020, 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 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 and equalized by the Department of Revenue of the State of Illinois for state and county purposes for tax year 2020 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 2020-06 shall be in full force and effect from and after its adoption.

ADOPTED this 18th day of November 2020, pursuant to a roll call vote as follows.

AYES: _____

NAYS: _____

ABSENT: _____

Terry Mee
President, Board of Park Commissioners
Wheaton Park District

ATTEST:

Mike Benard
Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

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 2020-06,

**AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS
FOR THE TAX YEAR 2020,**

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 18th 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 18th day of November.

Mike Benard
Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, Terry Mee, 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 2020 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 18th day of November 2020.

President, Board of Park Commissioners
Wheaton Park District

(S E A L)

TO: Wheaton Park District Board of Park Commissioners

FROM: Sandra Simpson
Rita A. Trainor

THROUGH: Mike Benard

RE: Abatement Ordinance

DATE: November 18, 2020

SUMMARY: In 2019, the Board of Park Commissioners adopted a bond ordinance to issue \$5,335,000 in Tax Exempt General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A (the "Bonds"). The Bonds were issued on September 25, 2019.

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 2020 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 2020 is \$2,458,516.00 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

STAKEHOLDER PROCESS: N/A

LEGAL REVIEW: N/A

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

ALTERNATIVES: N/A

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

ORDINANCE No. 2020-07

AN ORDINANCE abating the taxes heretofore levied for the year 2020 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 2020; 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 2020 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 2020 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 2020 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 18, 2020.

President, Board of Park Commissioners

Secretary, Board of Park Commissioners

Park Commissioner _____ moved and Park Commissioner _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote
upon the motion to adopt said ordinance.

Upon the roll being called, the following Park Commissioners voted AYE: _____

and the following Park Commissioners voted NAY: _____

Whereupon the President declared the motion carried and said ordinance adopted,
approved and signed the same in open meeting and 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 of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, 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 18th day of November, 2020, insofar as same relates to the adoption of Ordinance No. 2020-07 entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2020 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 18th day of November, 2020.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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, 2020, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2020 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

duly adopted by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, on the 18th day of November, 2020, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2020 for the payment of the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, as described in said ordinance be abated in its entirety as provided in said ordinance.

IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said County, this ____ day of November, 2020.

County Clerk of The County of DuPage,
Illinois

(SEAL)

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 18th day of November, 2020.

* * *

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

Upon the roll being called, Terry Mee, 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 2020 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 available to everyone in attendance at said meeting who requested a copy:

TO: Wheaton Park District Board of Park Commissioners

FROM: Sandra Simpson
Rita A. Trainor

THROUGH: Mike Benard

RE: Budget and Appropriations Ordinance

DATE: November 18, 2020

SUMMARY: The final board step in the Budget and Appropriations process is to adopt a Budget and Appropriations Ordinance.

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 2021. 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.

STAKEHOLDER PROCESS: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: Budget and Appropriations Ordinance.

ALTERNATIVES: N/A

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

ORDINANCE 2020-05

**AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS
FOR THE WHEATON PARK DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND
ENDING DECEMBER 31, 2021**

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, 2021 AND ENDING DECEMBER 31, 2021 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: | \$18,959,828 |
| (b) That the cash expected to be received during the fiscal year from all sources is: | \$33,468,810 |
| (c) That the estimated expenditures contemplated for the fiscal year are: | \$33,385,231 |
| (d) That the estimated cash expected to be on hand at the end of the fiscal year is: | \$19,043,407 |
| (e) That the estimated amount of taxes to be received by the Wheaton Park District during the fiscal year is: | \$18,865,688 |

Article II: The following sums of money in the "Budget" Column in the amount of \$34,837,368 is the budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021.

The sums of money in the "Appropriation" Column in the amount of \$41,804,842 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, 2021 and ending December 31, 2021.

Section 1. 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.

Section 3. 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.

Section 4. 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.

Section 5. 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 Commissioners of the Wheaton Park District, DuPage County Illinois, on the _____ day of _____, 2020 A.D.

"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 # 2020-05

Wheaton Park District Budget and Appropriation Proposal for Fiscal Year January 1, 2021 thru December 31, 2021

GENERAL FUND	Budget	Appropriations
Expenses incurred for the general administration and maintenance of the District	4,635,876	5,563,051
RECREATION FUND		
Expenses incurred for the planning, establishing and maintaining of recreational opportunities for the public	8,642,189	10,370,627
SPECIAL RECREATION FUND		
Expenses incurred in the provision of recreational programming for our special needs population	825,831	990,997
MUSEUM FUND		
Expenses incurred in the administration and operation of Cosley Zoo which	1,434,352	1,721,222
INSURANCE LIABILITY FUND		
Expenses incurred to provide business insurance for the District	626,518	751,821
AUDIT FUND		
Expenses incurred to satisfy the requirement to have an annual audit of the accounts of the District	26,664	31,997
FICA FUND		
Expenses incurred to pay the employer portion of Federal Insurance Contributions Act retirement obligations	615,198	738,237
IMRF FUND		
Expenses incurred to pay the employer portion of Illinois Municipal Retirement Fund retirement obligations	783,414	940,097
DEBT SERVICE FUND		
Expenses incurred to satisfy the debt service obligations of the District	4,449,449	5,339,339
HEALTH FUND		
Expenses incurred to provided health insurance benefits for District employees	1,405,131	1,686,157

CAPITAL PROJECTS FUND

Expenses incurred to construct, maintain or replace capital assets of the District

Budget**Appropriations**

2,216,731

2,660,077

GOLF FUND

Expenses incurred for the administration and operation of the Arrowhead facility

8,658,939

10,390,726

INFORMATION TECHNOLOGY FUND

Expenses incurred to provide computer equipment, software and telecommunications equipment for the District

517,078

620,494

ARTICLE III: SUMMARY OF BUDGETED AND APPROPRIATED FUNDS

General Fund	4,635,876	5,563,051
Recreation Fund	8,642,189	10,370,627
Special Recreation Fund	825,831	990,997
Museum Fund	1,434,352	1,721,222
Insurance Fund	626,518	751,821
Audit Fund	26,664	31,997
FICA Fund	615,198	738,237
IMRF Fund	783,414	940,097
Long Term Debt Fund	4,449,449	5,339,339
Health Insurance Fund	1,405,131	1,686,157
Capital Projects Fund	2,216,731	2,660,077
Golf Fund	8,658,939	10,390,726
Information Technology	517,078	620,494
<hr/>		
Total Budgeted and Appropriated Expenses, <i>including Interfund transfers</i>	34,837,368	41,804,842
Less: Interfund Transfers	(1,452,137)	(1,742,564)
<hr/>		
Net Expenses, excluding Interfund Transfers	33,385,231	40,062,278
<hr/>		

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, 2021 and Ending December 31, 2021', 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, 2020.

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 _____, 2020.

(SEAL)

Secretary, Wheaton Park District

CERTIFICATION OF ESTIMATE OF

REVENUES FOR FISCAL YEAR 2021

I, Rita A. Trainor, do hereby certify that I am the duly qualified and appointed Treasurer and chief fiscal officer of the Wheaton Park District and as such official I do further certify that the estimated revenues by source, anticipated to be received by the Wheaton Park District, DuPage County, Illinois, in the fiscal year 2021 are those estimated revenues as set forth in the attached combined Annual Budget And Appropriation Ordinance of the Wheaton Park District, DuPage County, Illinois, for the fiscal year beginning January 1, 2021 and ending December 31, 2021 as adopted by the Board of Park Commissioners at its properly convened meeting held on the _____ day of _____, 2020 all as appears from the official records of said park district.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Wheaton Park District, at Wheaton, Illinois on this _____ day of _____, 2020.

Treasurer and Chief Fiscal Officer,
Wheaton Park District

(SEAL)

CERTIFICATION OF ESTIMATE OF
REVENUES FOR FISCAL YEAR 2021

I, Rita A. Trainor, 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, 2021 and ending on December 31, 2021 are estimated to be as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Taxes	\$18,865,688
Interest on Investments	\$90,326
Charges for Services	\$9,009,905
Rental Revenues	\$794,389
Product Sales	\$4,218,460
Grants and Donations	\$324,250
Bond Proceeds	\$0
Miscellaneous	\$165,792
Beginning Cash Balance	\$18,959,828

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said park district the _____ day of _____, 2020.

(SEAL)

Treasurer and Chief Fiscal Officer,
Wheaton Park District



TO: Board of Commissioners

FROM: Diane Hirshberg, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE: **Insurance Renewal for 2021 (Health, Dental, Vision, Group Term Life and EAP)**

DATE: November 2020

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 is available in 2021 if we bundle the same plans. We would then keep the same health rates as 2020.

The 2020 deductibles, copays, out-of-pocket costs and coverage will remain the same for 2021.

Dental

The dental rates have increased by approximately 2%, \$2,592, for 2021. If we do not include the BCBS dental as part of the bundle, we would lose the 1% discount, approximately \$12,685, on our health premiums. All deductibles, copays, out-of-pocket costs and coverage will remain the same for 2021.

Vision

The vision insurance rates are through Dearborn National, an affiliate of BCBS, and the 2020 rates are guaranteed for 2021. All deductibles, copays, out-of-pocket costs and coverage will remain the same for 2021.

Group Term Life & AD&D

Group term life insurance and Accidental Death and Dismemberment are also through Dearborn National and the 2020 rate is guaranteed for 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 2021 as in 2020. 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 2021 as 2020 at \$1.28 per employee per month. Coverage is available to full-time and part-time employees.

ALTERNATE HEALTH INSURANCE OPTION

At our request, CFM Insurance researched an alternative lower cost option with BCBS for the HMO and PPO health plans. These alternate plans would result in an increased cost to the employees and reduced premiums for the District.

Alternate HMO Plan

The difference between coverage for our 2020 HMO plan and the alternate HMO plan is below. Some of the more notable differences our employees will experience are as follows:

- the out-of-pocket maximum would double from \$1,500 to \$3,000 for single coverage;
- the out-of-pocket maximum would double from \$3,000 to \$6,000 for family coverage;
- the primary care office visit copay will increase from \$20 to \$40;
- the specialty office visit will increase from \$40 to \$60; and
- the in-patient hospital visit will have a \$500 per day cost for the first 3 days (a total of \$1,500), versus the current plan that is paid at 100%; and
- the prescription coverage for the middle tiers is slightly less (\$50 would be \$35, and \$100 would be \$75).

Medical Plan Design

	BCBS of Illinois MIBAH202, 0/100%, 20/40 HMO, 2 y		BCBS of Illinois MIBAV2110, 0/100%, 40/60 Blue Advantage HMO	
	Single	Family	Single	Family
Deductible	\$ 0	\$ 0	\$ 0	\$ 0
Employee Coinsurance	0 %	0 %	0 %	0 %
Out of Pocket Max	\$ 1,500	\$ 3,000	\$ 3,000	\$ 6,000
Employer Funding	\$ - 0	\$ - 0	\$ - 0	\$ - 0
Net Out-of-Pocket Max	\$ 1,500	\$ 3,000	\$ 3,000	\$ 6,000
Employee Annual Premium	\$ + 327	\$ + 875	\$ + 0	\$ + 0
Employee Max Annual Cost	\$ 1,827	\$ 3,875	\$ 3,000	\$ 6,000
Medical Copays	Copay		Copay	
Primary Care	\$ 20		\$ 40	
Specialty Care	\$ 40		\$ 60	
Urgent Care	\$ --		\$ 40 \$60 If Specialist Physician	
Emergency	\$ 250		\$ 350	
Out-Patient Hospital	\$ -- Covered at 100% In-networ...		\$ 250 per visit	
In-Patient Hospital	\$ -- Covered at 100% In-networ...		\$ 500 per day for the first 3 days	
Rx	No Deductible		No Deductible	
Tiers	\$0, \$10, \$50, \$100, \$150, \$250		\$0, \$10, \$35, \$75, \$150, \$250	

Alternate PPO Plan

The difference between coverage for our 2020 PPO plan and the alternate PPO plan is below. Some of the more notable differences our employees will experience are as follows:

- the deductible will increase from \$500 to \$1,000 for single coverage;
- the deductible will increase from \$1,500 to \$3,000 for family coverage;
- the out-of-pocket maximum will increase from \$1,500 to \$2,000 for single coverage; and
- the out-of-pocket maximum will increase from \$4,500 to \$6,000 for family coverage.

Medical Plan Design

	BCBS of Illinois MIBPP002, 500/90%, 20/40, 2 yr r Blue Print PPO		BCBS of Illinois MIBPP2040, 2000/90%, 20/40 BluePrint PPO	
	Single	Family	Single	Family
Deductible	\$ 500	\$ 1,500	\$ 1,000	\$ 3,000
Employee Coinsurance	10 %	10 %	10 %	10 %
Out-of-Pocket Max	\$ 1,500	\$ 4,500	\$ 2,000	\$ 6,000
Employer Funding	\$ - 0	\$ - 0	\$ - 0	\$ - 0
Net Out-of-Pocket Max	\$ 1,500	\$ 4,500	\$ 2,000	\$ 6,000
Employee Annual Premium	\$ + 1,321	\$ + 3,535	\$ + 0	\$ + 0
Employee Max Annual Cost	\$ 2,821	\$ 8,035	\$ 2,000	\$ 6,000
Medical Copays	Copay		Copay	
Primary Care	\$ 20		\$ 20	
Specialty Care	\$ 40		\$ 40	
Urgent Care	\$ --		\$ -- 10% coinsurance	
Emergency	\$ 150		\$ 150	
Out-Patient Hospital	\$ 300		\$ -- 10% coinsurance	
In-Patient Hospital	\$ -- Deductible and Consurance...		\$ -- 10% coinsurance	
Rx	No Deductible		No Deductible	
Tiers	\$0, \$10, \$50, \$100, \$150, \$250		\$0, \$10, \$50, \$100, \$150, \$250	

FINANCIAL CONSIDERATIONS:

Using our October 2020 census, the estimated cost of coverage for health (current and alternate plans), dental, vision, group term life, and the employee assistance program is as follows:

BCBS Health Insurance Premiums						
		Current Plans – 2020 & 2021		Alternate Plans		Difference
Tier Level	# of EEs	Monthly Cost per Employee	Total Annual Cost	Monthly Cost per Employee	Total Annual Cost	Savings with Alternate Plans
PPO – Single	7	\$585.77	\$49,204.68	\$542.81	\$45,596.04	\$3,608.64
PPO – Single + Spouse	5	\$1,230.76	\$73,845.60	\$1,156.85	\$69,411.00	\$4,434.60
PPO – Single + Child(ren)	1	\$1,105.80	\$13,269.60	\$1,084.54	\$13,014.48	\$255.12
PPO - Family	9	\$1,750.79	\$189,085.32	\$1,698.58	\$183,446.64	\$5,638.68
HMO – Single	19	\$434.79	\$99,132.12	\$400.35	\$91,279.80	\$7,852.32
HMO – Single + Spouse	14	\$913.51	\$153,469.68	\$853.25	\$143,346.00	\$10,123.68
HMO – Single + Child(ren)	10	\$820.78	\$98,493.60	\$799.92	\$95,990.40	\$2,503.20
HMO – Family	34	\$1,299.51	\$530,200.08	\$1,252.82	\$511,150.56	\$19,049.52
Waive Coverage	7					
TOTAL	106		\$1,206,700.68		\$1,153,234.92	\$53,465.76

Premiums for the District would decrease by \$53,465 if the alternate HMO and PPO plans were selected. However, there would be a significant increase in cost to the employees with the increase to copays, out-of-pocket costs, and other changes listed above.

The dental premiums are the only insurance that increased for 2021. This increase is approximately 2%.

BCBS Dental Insurance Premiums						
Tier Level	# of EEs	2020 Monthly Cost per EE	2020 Total Annual Cost	2021 Monthly Cost Per EE	2021 Total Annual Cost	Increase in Premium
Single	28	\$39.22	\$13,177.92	\$40.56	\$13,628.16	(\$450.24)
Single + Spouse	19	\$78.44	\$17,884.32	\$82.02	\$18,700.56	(\$816.24)
Single + Child(ren)	11	\$102.54	\$13,535.28	\$104.85	\$13,840.20	(\$304.92)
Family	45	\$156.34	\$84,423.60	\$158.23	\$85,444.20	(\$1,020.60)
Waive Coverage	3					
TOTAL	106		\$129,021.14		\$131,613.12	(\$2,592.00)

BCBS Vision Insurance Premiums			
Tier Level	# of EEs	Monthly Cost per EE	Total Annual Cost
Single	34	\$6.67	\$2,721.36
Single + Spouse	19	\$12.65	\$2,884.20
Single + Child(ren)	9	\$13.32	\$1,438.56
Family	34	\$19.59	\$7,992.72
Waive Coverage	10		
TOTAL	106		\$15,036.84

Dearborn National Group Term Life Insurance and AD&D Premiums			
Volume of Coverage	Cost per \$1,000	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 2021 health premiums to the cost of PDRMA's 2019 health insurance rates. Even using PDRMA's two year old rates, we still see a significant saving of \$471,443 for the 2021 plan year with BCBS.

BCBS Health Insurance Premiums				2019 PDRMA Premiums		
Tier Level	# of EEs	Monthly Cost per EEs	Total Annual Cost	Monthly Cost per EEs	Total Annual Cost	Annual Savings
PPO – Single	7	\$585.77	\$49,204.68	\$982.40	\$82,521.60	\$33,316.92
PPO – Single + Spouse	5	\$1,230.76	\$73,845.60	\$1,789.94	\$107,396.40	\$33,550.80
PPO – Single + Child(ren)	1	\$1,105.80	\$13,269.60	\$1,290.04	\$15,480.48	\$2,210.88
PPO - Family	9	\$1,750.79	\$189,085.32	\$2,520.58	\$272,222.64	\$83,137.32
HMO – Single	19	434.79	\$99,132.12	\$663.86	\$151,360.08	\$52,227.96
HMO – Single + Spouse	14	\$913.51	\$153,469.68	\$1,256.39	\$211,073.52	\$57,603.84
HMO – Single + Child(ren)	10	\$820.78	\$98,493.60	\$889.58	\$106,749.60	\$8,256.00
HMO – Family	34	\$1,299.51	\$530,200.08	\$1,792.50	\$731,340.00	\$201,139.92
Waive Coverage	7	0	0		0	0
TOTAL	106		\$1,206,700.68		\$1,678,144.32	\$471,443.64

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 \$1,384,794 (not including employee contributions toward health care and vision) for the 2021 plan year.

TO: Board of Commissioners

FROM: Diane Hirshberg, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE: **Employee Contributions to Insurance Costs for 2021**

DATE: November 5, 2020



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, the Board chose to keep the same dollar amounts charged in 2019 for the employees share of the premium. Because the district's overall health insurance premium costs were lower in 2020 than in 2019, this changed the percent of contribution as indicated in the table below.

2020 Employee Contribution to Health Insurance		
Tier Level	EE Monthly Premium \$	EE Monthly Premium %
PPO Single	\$110.06	18.79%
PPO Single + Spouse	\$206.92	16.81%
PPO Single + Child(ren)	\$146.96	13.29%
PPO Family	\$294.55	16.82%
HMO Single	\$27.26	6.27%
HMO Single + Spouse	\$51.25	5.61%
HMO Single + Child(ren)	\$36.40	4.43%
HMO Family	\$72.95	5.61%

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 Contributions				
Year	Single	S+Sp	S+Ch	Fam
2019	0	5.77	7.88	13.70
2020	0	5.98	6.65	12.92
2021	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 +1	Family	Comments
2007	0.75	1.00	1.25	EE pays a percent of salary
2008	0.75	1.00	1.25	EE pays a percent of salary
2009	1.25	1.50	1.75	EE pays a percent of salary
2010	1.25	1.50	1.75	EE pays a percent of salary
2011	1.25	1.50	1.75	EE pays a percent of salary
2012	1.25	1.50	1.75	EE pays a percent of salary
2013	1.25	1.50	1.75	EE pays a percent of salary

	PP0			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

PPO					Comments
Total Monthly Premium (ER + EE) / EE only Premium					
Single	Single + Spouse	Single + Child	Family		
2019	\$733.76 / \$110.06	\$1,379.45 / \$206.92	\$979.73 / \$146.96	\$1,963.66 / \$294.55	15% of cost for PPO; 5% of cost for HMO - Premium / EE Portion
2020	\$110.06	\$206.92	\$146.96	\$294.55	Board voted to keep the ee contributions the same dollar amount as 2019

HMO					Comments
Total Monthly Premium (ER + EE) / EE only Premium					
	Single	Single + Spouse	Single + Child	Family	
2019	\$545.19 / \$27.26	\$1,024.94 / \$51.25	\$727.95 / \$36.40	\$1,459.02 / \$72.95	15% of cost for PPO; 5% of cost for HMO - Premium / EE Portion
2020	\$27.26	\$51.25	\$36.40	\$72.95	Board voted to keep the ee contributions the same dollar amount as 2019

REVIEW OF CURRENT EMPLOYEE CONTRIBUTION TOTALS

In 2020, employees will contribute approximately \$104,192 in health insurance premium contributions. Total health insurance costs will be approximately \$1,206,700.68

Employee Contributions of Health Coverage			
Tier Level	# of EEs	EE Monthly Premium	Annual EE Contributions
PPO Single	7	\$110.06	\$9,245.04
PPO Single + Spouse	5	\$206.92	\$12,415.20
PPO Single + Child(ren)	1	\$146.96	\$1,763.52
PPO Family	9	\$294.55	\$31,811.40
HMO Single	19	\$27.26	\$6,215.28
HMO Single + Spouse	14	\$51.25	\$8,610.00
HMO Single + Child(ren)	10	\$36.40	\$4,368.00
HMO Family	34	\$72.95	\$29,763.60
Waive Coverage*	7		
TOTAL PAID BY EMPLOYEES	106		\$104,192.04
TOTAL INSURANCE PREMIUM COSTS			\$1,206,700.68

*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 2020, the District paid for all “employee only” coverage and the employees can choose to pay for dependent coverage. In 2020, the resulting employee contribution was approximately \$7,353. The District paid approximately \$7,684 for single coverage.

Employee Contributions to Vision Coverage			
Tier Level	# of EEs	EE Monthly Premium (\$)	Annual EE Contributions
Single	34	\$0.00	\$0.00
Single + Spouse	19	\$5.98	\$1,363.44
Single + Child(ren)	9	\$6.65	\$718.20
Family	34	\$12.92	\$5,271.36
Waive Coverage	10		
TOTAL PAID BY EES	106		\$7,353.00

ALTERNATIVES

The chart below shows the employee health insurance contribution of \$104,192 for the 2020 plan year. This contribution amount would remain the same for 2021 if no changes are made. A total employee health insurance contribution of \$117,010 would be realized if the employee contribution amount were changed to 17% for the PPO and 7% for the HMO resulting in an additional employee contribution of \$12,828.

Employee Contribution to CURRENT Health Coverage Plans								
			2020 Current Plans			2021 Contribution (17% PPO and 7% HMO)		
Tier Level	# of EEs	Gross Monthly Prem*	EE % of Prem	EE Mo Prem.	Annual EE Cont.	EE Mo Prem	Annual EE Cont.	Annual Add'l EE Cont.
PPO Single	7	\$586	18.79%	\$110.06	\$9,245	\$99.58	\$8,365	\$(880)
PPO Single + Spouse	5	\$1,230	16.81%	\$206.92	\$12,415	\$209.23	\$12,554	\$139
PPO Single + Child(ren)	1	\$1,105	13.29%	\$146.96	\$1,763	\$187.99	\$2,256	\$492
PPO Family	9	\$1,751	16.82%	\$294.55	\$31,811	\$297.63	\$32,144	\$333
HMO Single	19	\$435	6.27%	\$27.26	\$6,215	\$30.44	\$6,939	\$724
HMO Single + Spouse	14	\$913	5.61%	\$51.25	\$8,610	\$63.95	\$10,743	\$2,133
HMO Single + Child(ren)	10	\$821	4.43%	\$36.40	\$4,368	\$57.45	\$6,894	\$2,527
HMO Family	34	\$1,299	5.61%	\$72.95	\$29,763	\$90.97	\$37,114	\$7,350
Waive Coverage	7							
TOTAL PAID BY EMPLOYEES	106				\$104,192		\$117,010	\$12,818

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 \$13,161 should the Board choose to begin to assess an employee contribution for dental coverage.

Possible Employee Contribution to Dental Coverage 2021					
Tier Level	# of EEs	2021 Gross Monthly Premium	2021 Gross Annual Premium	2021 EE Monthly Contribution of 10%	2021 Annual EE Contributions
Single	28	\$40	\$13,628	\$4.06	\$1,363
Single + Spouse	19	\$82	\$18,700	\$8.20	\$1,870
Single + Child(ren)	11	\$105	\$13,840	\$10.49	\$1,384
Family	45	\$158	\$85,444	\$15.82	\$8,544
Waive Coverage*	3				
TOTAL PAID BY EES	106		\$131,613		\$13,161

RECOMMENDATIONS:

The current contribution levels and possible alternatives for 2021 are provided to prepare for the related Board discussion.