



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
Notice of Continuation of Recessed Public Hearing Concerning the Intent
of the Board of Commissioners of the Wheaton Park District,
DuPage County Illinois, to Adopt a Budget and Appropriation Ordinance
for the Period beginning January 1, 2023 and ending December 31, 2023**

December 2, 2022

Public Notice was Published on November 3, 2022 that the Wheaton Park District, DuPage County, Illinois (the "District"), will hold a public hearing on November 16, 2022 at 5:00 o'clock P.M. The hearing was held in the City of Wheaton Council Chambers, 303 W. Wesley Street Wheaton, IL. **The Hearing was recessed and scheduled to continue December 7, 2022 at 5:00 pm at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187.** The purpose of the continued hearing will be to receive public comments on the proposal to adopt the 2023 Budget and Appropriation Ordinance.

By order of the President of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois.

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

mjbenard@wheatonparks.org

Michael J. Benard

Secretary

The Agenda for the Continued Public Hearing is as follows:

CALL TO ORDER – ROLL CALL

PUBLIC HEARING

Continuation of the Public Hearing Concerning the Intent of the Board of Commissioners of the Wheaton Park District, DuPage County Illinois, to Adopt a Budget and Appropriation Ordinance for the Period beginning January 1, 2023 and ending December 31, 2023

PUBLIC COMMENT

COMMISSIONER COMMENT

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 630.665.4710; fax number 630.665.5880.



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMMITTEE MEETING
Wednesday December 7, 2022, 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187**

Public Notice Date December 2, 2022

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the "Park Board") will hold a Subcommittee Meeting at 5:00 pm on Wednesday December 7, 2022, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

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

Michael J. Benard
Secretary

The Agenda for the December 7, 2022, Subcommittee Meeting is as Follows:

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



Wheaton Park District

Subcommittee Meeting of the Wheaton Park District Board of Commissioners **December 7, 2022, 5:00 pm**

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

DISCUSSION ITEMS

Finance and Administration

1. Ordinance 2022-05 – 2023 Budget and Appropriation Ordinance
2. Ordinance 2022-06 – 2022 Tax Levy Ordinance
3. Ordinance 2022-07 – 2022 Tax Levy Abatement Ordinance
4. Ordinance 2022-08 – Disposal and Sale of Personal Property Ordinance
5. Credentials Certificate – Designation of Delegate to the Annual Meeting of the Illinois Association of Park Districts
6. 2023 Meeting Schedules for Wheaton Park District Board of Commissioners
7. Rams Football – Bid Results for Uniforms and Equipment
8. Youth Baseball and Softball – Bid Results for Uniforms and Equipment
9. Cosley Zoo – 2023 Admission Fees
10. Arrowhead Golf Course – 2023 Golf Membership Fees
11. Semi Annual Review of Closed Session Minutes

Buildings and Grounds

1. Central Athletic Center Ice Rinks – Approval to Sell Beer and Wine During Special Event Rental January 28, 2023
2. Community Center Interiors Renovation – Purchase of Tables
3. Central Athletic Center Parking Lot – License Agreement for Access and Use
4. 855 Prairie Avenue – Lease Agreement

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: Sandra Simpson, Director of Finance
THROUGH: Michael Benard, Executive Director
RE: Budget and Appropriations Ordinance
DATE: December 21, 2022



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 November.

REVENUE OR FUNDING IMPLICATIONS: This ordinance provides the legal authority for the District to expend funds in 2023. It also indicates the sources of funding for those expenditures. The budget amounts represent the anticipated spending levels, the appropriations are 20% higher. Appropriations represent the legal spending limit for the District.

ATTACHMENTS: Budget and Appropriations Ordinance.

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

ORDINANCE 2022-05

**AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS
FOR THE WHEATON PARK DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND
ENDING DECEMBER 31, 2023**

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, 2023 AND ENDING DECEMBER 31, 2023 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: | \$30,958,666 |
| (b) That the cash expected to be received during the fiscal year from all sources is: | \$37,377,316 |
| (c) That the estimated expenditures contemplated for the fiscal year are: | \$42,980,880 |
| (d) That the estimated cash expected to be on hand at the end of the fiscal year is: | \$25,355,101 |
| (e) That the estimated amount of taxes to be received by the Wheaton Park District during the fiscal year is: | \$15,423,174 |

Article II:	The following sums of money in the "Budget" Column in the amount of is the budget for the fiscal year beginning January 1, 2023 and ending December 31, 2023.	\$51,838,194
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The sums of money in the "Appropriation" Column in the amount of or as much thereof as may be authorized by law be and the same are hereby appropriated for the corporate purposes of the Wheaton Park District, as therein after specified for the fiscal year beginning January 1, 2023 and ending December 31, 2023.	\$62,205,833
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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 _____, 2022 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 # 2022-05

Wheaton Park District Budget and Appropriation Proposal for Fiscal Year January 1, 2023 thru December 31, 2023

GENERAL FUND	Budget	Appropriations
Expenses incurred for the general administration and maintenance of the District	8,011,540	9,613,848
RECREATION FUND		
Expenses incurred for the planning, establishing and maintaining of recreational opportunities for the public	14,401,064	17,281,276
SPECIAL RECREATION FUND		
Expenses incurred in the provision of recreational programming for our special needs population	248,750	298,500
MUSEUM FUND		
Expenses incurred in the administration and operation of Cosley Zoo which includes exhibits, displays and educational opportunities related to Illinois farm history and wildlife historically native to northeastern Illinois	2,078,086	2,493,703
INSURANCE LIABILITY FUND		
Expenses incurred to provide business insurance for the District	539,938	647,926
AUDIT FUND		
Expenses incurred to satisfy the requirement to have an annual audit of the accounts of the District	42,964	51,557
FICA FUND		
Expenses incurred to pay the employer portion of Federal Insurance Contributions Act retirement obligations	688,221	825,865
IMRF FUND		
Expenses incurred to pay the employer portion of Illinois Municipal Retirement Fund retirement obligations	495,778	594,934
DEBT SERVICE FUND		
Expenses incurred to satisfy the debt service obligations of the District	2,720,257	3,264,308
HEALTH FUND		
Expenses incurred to provided health insurance benefits for District employees	1,804,706	2,165,647

CAPITAL PROJECTS FUND

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

Budget**Appropriations**

10,858,843

13,030,612

GOLF FUND

Expenses incurred for the administration and operation of the Arrowhead facility

9,428,405

11,314,086

INFORMATION TECHNOLOGY FUND

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

519,643

623,571

ARTICLE III: SUMMARY OF BUDGETED AND APPROPRIATED FUNDS

General Fund	8,011,540	9,613,848
Recreation Fund	14,401,064	17,281,276
Special Recreation Fund	248,750	298,500
Museum Fund	2,078,086	2,493,703
Insurance Fund	539,938	647,926
Audit Fund	42,964	51,557
FICA Fund	688,221	825,865
IMRF Fund	495,778	594,934
Long Term Debt Fund	2,720,257	3,264,308
Health Insurance Fund	1,804,706	2,165,647
Capital Projects Fund	10,858,843	13,030,612
Golf Fund	9,428,405	11,314,086
Information Technology	519,643	623,571
<hr/>		
Total Budgeted and Appropriated Expenses, <i>including Interfund transfers</i>	51,838,194	62,205,833
Less: Interfund Transfers	(8,857,314)	(10,628,777)
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Net Expenses, excluding Interfund Transfers	42,980,880	51,577,056
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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, 2023 and Ending December 31, 2023, 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, 2022.

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 _____, 2022.

(SEAL)

Secretary, Wheaton Park District

CERTIFICATION OF ESTIMATE OF

REVENUES FOR FISCAL YEAR 2023

I, Sandra D. Simpson, 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, to be received by the Wheaton Park District, DuPage County, Illinois, in the fiscal year 2023 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, 2023 and ending December 31, 2023 as adopted by the Board of Park Commissioners at its properly convened meeting held on the _____ day of _____, 2022 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 _____, 2022.

Treasurer and Chief Fiscal Officer,
Wheaton Park District

(SEAL)

CERTIFICATION OF ESTIMATE OF
REVENUES FOR FISCAL YEAR 2023

I, Sandra D. Simpson, 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, 2023 and ending on December 31, 2023 are estimated to be as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Taxes	\$15,423,174
Interest on Investments	\$93,700
Charges for Services	\$11,596,978
Rental Revenues	\$902,415
Product Sales	\$6,317,713
Grants and Donations	\$2,845,224
Bond Proceeds	\$0
Miscellaneous	\$198,112
Beginning Cash Balance	\$30,958,666

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said park district the _____ day of _____, 2022.

(SEAL)

Treasurer and Chief Fiscal Officer,
Wheaton Park District

TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: Tax Levy Ordinance

DATE: December 21, 2022



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 November meeting. They adopted this resolution this year.

REVENUE OR FUNDING IMPLICATIONS: Property taxes represent approximately 33% of the District's total Revenues. They fund 100% of the District's General Obligation bonds and support our General, Recreation and Zoo funds as well as funding Special Recreation and ADA compliance and the Liability, Audit, IMRF and FICA Funds for the District.

ATTACHMENTS: Tax Levy Ordinance

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

**Wheaton Park District
ORDINANCE 2022-06**

**AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS
FOR THE TAX YEAR 2022**

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

SECTION 1

That the sum of fifteen million three hundred sixty-seven thousand six hundred seventy-six (\$15,367,676) or so much as may be authorized by law, is hereby assessed and levied for the anticipated objects and purposes hereinafter specified against all taxable property within the Wheaton Park District at full, fair cash value as the same is assessed and equalized for State and County purposes.

SECTION 2

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

GENERAL CORPORATE FUND

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

	Amount to be Raised by Taxation
Salaries & Wages	\$1,647,726
Contractual Services	\$861,225
Supplies	\$338,693
Other Charges	\$132,016
Capital Items	\$286,744
Transfers Out	\$1,793,776
TOTAL	5,060,180

RECREATION FUND

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

	Amount to be Raised by Taxation
Salaries & Wages	\$1,743,390
Contractual Services	\$1,265,419
Supplies	\$442,755
Other Charges	\$83,415
Capital Items	\$6,149
Transfers Out	\$1,467,288
TOTAL	5,008,416

IMRF FUND

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

	<u>Amount to be Raised by Taxation</u>
IMRF Expenditures	244,734
TOTAL	244,734

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):

	<u>Amount to be Raised by Taxation</u>
FICA Expenditures	531,648
TOTAL	531,648

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):

	<u>Amount to be Raised by Taxation</u>
Insurance expenditures	539,809
TOTAL	539,809

AUDIT FUND

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

	<u>Amount to be Raised by Taxation</u>
Auditing Expenses	42,978
TOTAL	42,978

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):

	<u>Amount to be Raised by Taxation</u>
Joint Recreation Programs for People with Disabilities	250,000
TOTAL	250,000

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	\$607,346
Contractual Services	\$192,203
Supplies	\$129,430
Other Charges	\$39,513
Capital Items	\$635
Transfers Out	\$103,204
TOTAL	<u>1,072,330</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	2,617,581
TOTAL	<u>2,617,581</u>

SUMMARY OF LEVIES

General Corporate Levy	5,060,180
Recreation Program Levy	5,008,416
IMRF	244,734
FICA	531,648
Insurance	539,809
Audit	42,978
Special Recreation Association	250,000
Museum	1,072,330
Debt Service	2,617,581
	<u>15,367,676</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, 2022 and ending December 31, 2022, 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 2022 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 2022-06 shall be in full force and effect from and after its adoption.

ADOPTED this 16th day of November 2022, pursuant to a roll call vote as follows.

AYES: _____

NAYS: _____

ABSENT: _____

Bob Frey
President, Board of Park Commissioners
Wheaton Park District

ATTEST:

Mike Benard
Secretary, Board of Park Commissioners
Wheaton Park District

(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 2022-06,

**AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS
FOR THE TAX YEAR 2022,**

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 16th 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 16th day of November.

Mike Benard
Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

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

This certificate applies to the 2022 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 16th day of November 2022.

President, Board of Park Commissioners
Wheaton Park District

(S E A L)

TO: Board of Commissioners
FROM: Sandra Simpson, Director of Finance
THROUGH: Michael Benard, Executive Director
RE: Abatement Ordinance
DATE: December 21, 2022



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 2022 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 2022 is \$2,617,581.98 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 December board meeting.

REVENUE OR FUNDING IMPLICATIONS: N/A

ATTACHMENTS: Email from Chapman & Cutler indicating their review of this cover memo and the ordinance. Attachments were reviewed in October for the November board meeting, however this ordinance was pushed to December for board adoption.

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

Sandra Simpson

From: Seema Ganatra Patel <spatel@chapman.com>
Sent: Thursday, October 20, 2022 2:38 PM
To: Sandra Simpson
Cc: Anjali Vij
Subject: Re: 2022 Annual Abatement Ordinance

Good afternoon, Sandra! I will be working with Anjali on the District's upcoming Series 2022 Bond issue, and in connection therewith, reviewed the abatement materials you sent earlier this week. We have no comments on the 2022 levy abatement ordinance and corresponding Board memo.

Thanks,
Seema

Seema Ganatra Patel | Senior Counsel
she/her/hers
Chapman and Cutler LLP
320 South Canal Street | Chicago, IL 60606
D 312.845.3836
F 312.516.1836
spatel@chapman.com
* Admitted in Illinois only

From: Sandra Simpson <ssimpson@wheatonparks.org>
Date: Tuesday, October 18, 2022 at 12:07 PM
To: Anjali Vij <anjvij@chapman.com>
Subject: 2022 Annual Abatement Ordinance

****EXTERNAL SENDER****

Good Afternoon Anjali,

Hope all is well with you!

Could you please review the attached documents for our annual abatement ordinance? We will be presenting this to our board at their November meetings (sub committee on 11/2 and regular meeting on 11/16).

Your response to this email will also be included in the information that is presented to the board.

Thank you!

Sandra



Sandra Simpson | Director of Finance
630.510.4947 | Cell: 630.815.1067 | wheatonparkdistrict.com

create. discover. play.

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855 W. Prairie Ave. Wheaton IL 60187 | ssimpson@wheatonparks.org

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 21st day of December, 2022.

* * *

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

Upon the roll being called, Bob Frey, the President, and the following Park Commissioners were physically present at said location: _____

The following Park Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: _____

No Park Commissioner was not permitted to attend the meeting by video or audio conference.

The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the next item of business before the Board of Park Commissioners was the consideration of an ordinance abating the taxes heretofore levied for the year 2022 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:

ORDINANCE NO. 2022- 07

AN ORDINANCE abating the taxes heretofore levied for the year 2022 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 2022; 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 2022 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 2022 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 2022 in accordance with the provisions hereof.

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

Adopted December 21st, 2022.

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 21st day of December, 2022, insofar as same relates to the adoption of Ordinance No. 2022-07 entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2022 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 21st day of December, 2022.

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 December, 2022, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2022 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 21st day of December, 2022, 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 2022 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 December, 2022.

County Clerk of The County of DuPage,
Illinois

(SEAL)

WHEATON PARK DISTRICT

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

ORDINANCE 2022-08

WHEREAS, the Wheaton Park District, DuPage County, Illinois (the “District”), is a duly organized and existing Park District created under the provision of the laws of the State of Illinois and is now operating under the provisions of the Park District Code of the State of Illinois and all laws amendatory thereof and supplementary thereto (the “Park Code”); and,

WHEREAS, pursuant to Section 8-22 of the Park Code, three-fifths of the members of the Park Board may authorize the trade in, donation, or disposal of personal property that is no longer necessary, useful to, or in the best interests of the Park District; and,

WHEREAS, the Park District owns: One (1) Double Convection Oven Model # dfg100, Ser # 051205ra001t, Model # dfg100 Ser# 051205ra002b, located at Arrowhead Golf Club; One (1) 2010 Toro 5210 Fairway Mower # 2315 Model: 03660 Serial: 310000130 located at Arrowhead Golf Club; One (1) 2010 Toro 5210 Fairway Mower # 2316 Model: 03660 Serial: 310000144 located at Arrowhead Golf Club; One (1) 2002 John Seer Aercore 800 # 2718 TC: 800AC030511 located at Arrowhead Golf Club; One (1) Snow Plow for Skid Steer Snow Wolf 71/2’ wide located at Arrowhead Golf Club; One (1) 2022 Ultra Mount Plow 81/2’ wide plow located at Arrowhead Golf Club; One (1) #1400 2012 Turfco spreader\sprayer Model T3000 serial R00514 located at Park Services Center; One (1) #T2606 2007 US Cargo utility trailer model 6512ta2 Vin: 5NHUAS22371030815 located at Park Services Center; One (1) #1211 2013 Toro Sand Pro Groomer model: 08703 Serial: 313000368. QTY 1. Located at Park Services Center; One (1) Craftsman 46-inch Tool chest Model number 706.655750 Serial 55183 Located at Park Services Center; Nine Hundred (900) fabric covered stacking banquet chairs located at the Community Center;

WHEREAS, the Board of Park Commissioners has determined that it would be in the best interest of the Park District to dispose One (1) Double Convection Oven Model # dfg100, Ser # 051205ra001t, Model # dfg100 Ser# 051205ra002b, located at Arrowhead Golf Club; One (1) 2010 Toro 5210 Fairway Mower # 2315 Model: 03660 Serial: 310000130 located at Arrowhead Golf Club; One (1) 2010 Toro 5210 Fairway Mower # 2316 Model: 03660 Serial: 310000144 located at Arrowhead Golf Club; One (1) 2002 John Seer Aercore 800 # 2718 TC: 800AC030511 located at Arrowhead Golf Club; One (1) Snow Plow for Skid Steer Snow Wolf 71/2’ wide located at Arrowhead Golf Club; One (1) 2022 Ultra Mount Plow 81/2’ wide plow located at Arrowhead Golf Club; One (1) #1400 2012 Turfco spreader\sprayer Model T3000 serial R00514 located at Park Services Center; One (1) #T2606 2007 US Cargo utility trailer model 6512ta2 Vin: 5NHUAS22371030815 located at Park Services Center; One (1) #1211 2013 Toro Sand Pro Groomer model: 08703 Serial: 313000368. QTY 1. Located at Park Services Center; One (1) Craftsman 46-inch Tool chest Model number 706.655750 Serial 55183 Located at Park Services Center; Nine Hundred (900) fabric covered stacking banquet chairs located at the Community Center;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE WHEATON PARK DISTRICT, DuPage County, Illinois, as follows:

Section 1: The foregoing preamble of the Ordinance is hereby incorporated in its entirety in **Ordinance 2022-08**

Section 2: The Park District will dispose: One (1) Double Convection Oven Model # dfg100, Ser # 051205ra001t, Model # dfg100 Ser# 051205ra002b, located at Arrowhead Golf Club; One (1) 2010 Toro 5210 Fairway Mower # 2315 Model: 03660 Serial: 310000130 located at Arrowhead Golf Club; One (1) 2010 Toro 5210 Fairway Mower # 2316 Model: 03660 Serial: 310000144 located at Arrowhead Golf Club; One (1) 2002 John Seer Aercore 800 # 2718 TC: 800AC030511 located at Arrowhead Golf Club; One (1) Snow Plow for Skid Steer Snow Wolf 71/2' wide located at Arrowhead Golf Club; One (1) 2022 Ultra Mount Plow 81/2' wide plow located at Arrowhead Golf Club; One (1) #1400 2012 Turfco spreader\sprayer Model T3000 serial R00514 located at Park Services Center; One (1) #T2606 2007 US Cargo utility trailer model 6512ta2 Vin: 5NHUAS22371030815 located at Park Services Center; One (1) #1211 2013 Toro Sand Pro Groomer model: 08703 Serial: 313000368. QTY 1. Located at Park Services Center; One (1) Craftsman 46-inch Tool chest Model number 706.655750 Serial 55183 Located at Park Services Center; Nine Hundred (900) fabric covered stacking banquet chairs located at the Community Center;

Section 3: Except, as otherwise provided herein, this **Ordinance 2022-08** Shall be in full force and effective forthwith upon its adoption and approval as provided by law.

Adopted this 21st day of December 2022.

AYES: _____

NAYS: _____

ABSENT: _____

President Board of Park Commissioners

Wheaton Park District

ATTEST:

Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)



TO: ALL MEMBER DISTRICTS

FROM: Peter M. Murphy, President/CEO

DATE: October 5, 2022

RE: **CREDENTIALS CERTIFICATE**

The IAPD/IPRA Soaring to New Heights Conference will be held on January 26-28, 2023.

Article V, Section 3 and 4 of the Constitutional By-Laws of the Illinois Association of Park Districts provides as follows:

"Section 3. Each member district shall be entitled to be represented at all Association meetings and conferences by a delegate or delegates. Delegates of the Association meetings or conference may include members of the governing boards of member districts, the Secretary, Attorney, Treasurer, Director or any paid employee of the member district. Each delegate shall present proper credentials consisting of a certificate by the Secretary of the member district said delegate or delegates represent, with seal of office affixed, showing that the governing board at a special or regular meeting authorized said delegate or delegates to represent said member district. On all questions each member district represented shall have one vote which shall be the majority expression of the delegation from that member district."

"Section 4. No member district shall be entitled to vote by proxy and only delegates of a member district shall cast a ballot for that member district."

Accordingly, we enclose herewith a certificate, which, when properly certified by the Secretary of your agency after its governing board authorizes such delegate and alternates at a regular or special meeting, shall be mailed to the Association's office, 211 East Monroe Street, Springfield, IL 62701.

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 28, 2023 at 3:30 p.m.

Your agency must be in good standing, the Credentials Certificate must be signed by the Board President and Secretary with your agency seal affixed.

NOTE: If your agency does not have a seal, then write the word "SEAL" and circle it where indicated on the certificate.

Your careful and prompt attention to this important matter is requested.

CREDENTIALS CERTIFICATE

This is to certify that at a meeting of the Governing Board of the

_____ held at
(Name of Agency)

_____ on _____ at _____
(Location) (Month/Day/Year) (Time)

the following individuals were designated to serve as delegate(s) to the Annual Business Meeting of the ILLINOIS ASSOCIATION OF PARK DISTRICTS to be held on **Saturday, January 28, 2023 at 3:30 p.m.:**

Email

Delegate: _____

1st Alternate:

2nd Alternate: _____

3rd Alternate:

This is to certify that the foregoing is a statement of action taken at the board meeting cited above.

Affix Seal: _____ Signed: _____
(President of Board)

Attest: _____
(Board Secretary)

Return this form to: Illinois Association of Park Districts
211 East Monroe Street
Springfield, IL 62701-1186
Email: iapd@ilparks.org



TO: ALL MEMBER DISTRICTS
FROM: Peter M. Murphy, President/CEO
DATE: October 5, 2022
RE: **RESOLUTIONS**

To ensure our membership a voice in the Association, Article X, of the Constitutional By-Laws provides as follows:

"Section 1. Resolutions for presentation at the Annual Meeting of the Association may be proposed by any member district, the Honors and Resolutions Committee and by the Board of Trustees.

(a) Resolutions must be submitted to the President/CEO no later than sixty (60) days prior (November 29, 2022) to the Annual Business Meeting of the Association. All resolutions submitted shall be mailed to the membership not less than forty-five (45) days prior (December 14, 2022) to the Annual Business Meeting.

(b) The Honors and Resolutions Committee shall have the prerogative to determine which resolutions submitted by member districts shall be presented at the Annual Business Meeting of the Association; however, all resolutions received must be submitted to the membership. Any governing board of a member district shall have the right to appeal the Committee's decision to the delegates at the Annual Business Meeting of the Association.

(c) Notice of appeal by a member district for the resolution must be served by mail on the members of the Honors and Resolutions Committee so as to be received not less than forty-eight (48) hours in advance of the start of the Annual Conference. A majority of the official delegates present and voting at the Annual Business Meeting of the Association during the Annual Conference is required for consideration of appeals. Approval by a two-thirds (2/3rds) majority vote of the official delegates present and voting is required at the Annual Business Meeting of the Association for the introduction of additional resolutions. A member district seeking authority at the Annual Business Meeting of the Association to present an additional resolution must provide duplicated copies in number sufficient for all delegates present."

NOTE: All resolutions must be received in the Association's office no later than November 29, 2022.



TO: ALL MEMBER DISTRICTS
FROM: Peter M. Murphy, President/CEO
DATE: October 5, 2022
RE: **RECOMMENDATIONS**

In order to comply with the provisions of the IAPD Constitutional By-Laws, recommended changes and/or amendments to the Constitutional By-Laws must be on file in the Association's office on or before November 29, 2022 to be considered by the committee.

This schedule has been adopted by the committee in order to provide adequate time for the office to publish and distribute the committee report to all member districts forty-five (45) days (December 14, 2022) in advance of the Annual Business Meeting. For your information, we list the following section of the Association's Constitutional By-Laws:

ARTICLE XIII -- AMENDMENTS TO CONSTITUTIONAL BY-LAWS

"Section 1. These Constitutional By-Laws may be amended at the Annual Meeting of the association by a majority vote of the official delegates of the member districts present and voting subject to the compliance with the following procedure:

(a) Any member district, or the Board of Trustees, desiring to suggest an amendment to the Constitutional By-Laws, shall submit the proposed amendment to the President/CEO in writing not less than sixty (60) days prior to the Annual Business Meeting of the Association.

(b) The President/CEO shall thereupon cause a copy of the proposed amendment to be mailed to each member district of the Association not less than forty-five (45) days prior to the Annual Meeting of the Association."

NOTE: November 29, 2022 is the deadline for all changes and/or amendments to be received in the Association's office.



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**Board of
Commissioners**

Bob Frey
John Kelly
William Barrett
Terry A. Mee
Ray Morrill
Linda Pecharich
John Vires

Executive Director
Michael Benard
630.510.4945

Community Center
630.690.4880

Administration
102 E. Wesley Street
Wheaton, IL 60187



BUILDINGS GROUNDS & FINANCE SUBCOMMITTEE MEETING SCHEDULE 2023

The Wheaton Park District Board of Commissioners Buildings Grounds and Finance Subcommittee meetings for the year 2023 will be held on the following dates. The Buildings Grounds and Finance Subcommittee meetings typically will take place on the first Wednesday of each month at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL, Beginning at 5:00 p.m. **Please note deviations below in bold.**

January 4	Buildings Grounds & Finance Meeting
February 1	Building Grounds & Finance Meeting
March 1	Buildings Grounds & Finance Meeting
April 5	Buildings Grounds & Finance Meeting
May 3	Buildings Grounds & Finance Meeting
June 7	Buildings Grounds & Finance Meeting
July 5	Buildings Grounds & Finance Meeting
August 2	Buildings Grounds & Finance Meeting
September 6	Buildings Grounds & Finance Meeting
October 4	Buildings Grounds & Finance Meeting
November 1	Buildings Grounds & Finance Meeting
December 6	Buildings Grounds & Finance Meeting

Respectfully Submitted

Michael Benard
Board Secretary

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district's ADA Compliance Officer, Michael Benard, at the park district's Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. dsiciliano@wheatonparks.org or Telephone number 630.510.4944 fax number 630.665.5880



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**Board of
Commissioners**

Bob Frey

John Kelly

William Barrett

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Ray Morrill

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John Vires

Executive Director

Michael Benard
630.510.4945

Community Center

630.690.4880

Administration

102 E. Wesley Street
Wheaton, IL 60187



REGULAR MEETING SCHEDULE 2023

The Wheaton Park District Board of Commissioners regular meetings for the year 2023 will be held on the following dates. The regular board meetings typically will typically take place on the third Wednesday of each month in the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, IL. All meetings will begin at 5 p.m. Please note deviations below in bold.

January 18	Regular Meeting
February 15	Regular Meeting
March 15	Regular Meeting
April 19	Regular Meeting
May 17	Regular Meeting
June 21	Regular Meeting-
July 19	Regular Meeting
August 15	Regular Meeting
September 20	Regular Meeting
October 18	Regular Meeting
November 15	Regular Meeting
December 20	Regular Meeting

Respectfully Submitted,

Michael Benard
Board Secretary

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district's ADA Compliance Officer, Michael Benard, at the park district's Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. dsiciliano@wheatonparks.org or Telephone number 630.510-4944 fax number 630.665.5880

TO: Board of Commissioners

FROM: Daniel Novak, Director of Athletics & Facilities
Adam Lewandowski, Superintendent of Athletic Programs & Facilities
Matthew Wrobel, Athletic Manager

THROUGH: Michael Benard, Executive Director

RE: FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT

DATE: December 21, 2022



STATEMENT OF THE ISSUE

The Wheaton Park District Youth Football Program has over 500 participants. Official bids were mailed or sent out electronically for our youth football uniforms and equipment. The expenses will be covered by sponsorships, registration fees, and fundraisers, which will be covered in the 2023 athletic department football operational budget.

Bid packets were sent to thirty-two (35) companies and a bid notice was placed in the Daily Herald newspaper. On Wednesday, November 16, 2022, at 10A at the Wheaton Park District Park Services Center the five (5) received bids were officially opened.

I. Equipment/Helmets/Miscellaneous Supplies

Vendor	800 ea. Mouth Guards (strapped) Navy Blue	40 ea. Riddell Hard Cup Chin Strap Navy Blue	30 doz. Champro Football Belt FWB - Orange	50 ea. Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC-HS4 Facemask Attached (Navy Blue FM)	200 ea. Champro 5-Star Rated SH7 Soft Shell Helmet Small / Medium / Large	20 ea. Champro 6" Pump A143	10 ea. Champro Replacement Needle A142RN
TPS Sports	\$.63	NB	\$9.78	NB	\$38.98	\$3.88	\$.43
Winning Teams	NB	NB	\$9.85	NB	\$39.88	\$5.50	\$.35
Pyramid School Products	\$.92	NB	\$11.88	NB	\$48.99	\$4.99	\$.59
BSN Sports	\$.45	NB	\$13.74	NB	\$53.33	\$5.57	\$.47
Riddell	\$.99	\$11.70	\$23.41	\$145.00	\$58.67	\$5.65	\$.48

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - BSN Sports be awarded the Mouth Guards (strapped).
 - Riddell be awarded the Riddell Hard Cup Chin Strap and Riddell Speed Classic Youth Helmets.
 - TPS Sports be awarded the Champro Football Belt, Champro 5star Rated Soft Shell Helmet, and Champro 6" Pump.
 - Winning Teams be awarded the Champro Replacement Needle.

II. Footballs/Shoulder Pads/Pants

Vendor	8 ea. Wilson GST Composite Pee Wee	8 ea. Wilson GST Composite Junior	8 ea. Wilson GST Composite Youth	10 ea. Wilson NFL The Duke Mini Replica Footballs	50 ea. Riddell Pursuit Youth Shoulder Pad Youth Sizes: Small / Medium/ Large/ X-Large/ XX-Large	400 ea. Navy Game Pant – Rawlings Slotted YFP147 / FP147
TPS Sports	SUB \$13.99	SUB \$13.99	SUB \$13.99	SUB \$13.99	SUB \$35.99	Y\$22.98 A\$26.08
Winning Teams	NB	NB	NB	NB	NB	NB
Pyramid School Products	\$31.85	\$31.85	\$31.85	NB	NB	Y\$29.50 A\$38.65
BSN Sports	\$31.98	\$31.98	\$31.98	NB	NB	Y\$30.00 A\$40.00
Riddell	\$43.00	\$43.00	\$43.00	NB	\$44.25	SUB Y\$24.05 SUB A\$31.59

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Pyramid School Products be awarded the Wilson GST Composite Pee Wee, Wilson GST Composite Junior, and Wilson GST Composite Youth Footballs. The lower bid submitted by TPS Sports was a substitute and does not meet the quality bid specifications.
 - Riddell be awarded the Riddell Pursuit Youth Shoulder Pads.
 - TPS Sports be awarded the Navy Game Pant – Rawlings Slotted for youth and adult.
 - Only one bid, a substitute, was submitted for the Wilson NFL The Duke Mini Replica Footballs. Staff recommend no bidders are awarded this bid item as the substitute does not meet the quality bid specifications.

III. Socks/Miscellaneous

Vendor	Champro Socks (orange) 10 doz. AS2 Multi-sport sock small	Champro Socks (orange) 10 doz. AS2 Multi-sport sock medium	Champro Socks (orange) 10 doz. AS2 Multi-sport sock large	19 ea. Gopher StichPro Flag Belt System 63-220 12-player set - Red	70 ea. Champro Football Helmet Scrimmage Caps FXA11	12 eac. Riddell HS-24 Half Blocking Shield	10 ea. Riddell R-13 Half Round Step-Over Dummy
TPS Sports	\$27.98	\$27.98	\$27.98	NB	\$2.98	NB	NB
Winning Teams	\$29.50	\$29.50	\$29.50	NB	\$2.25	NB	NB
Pyramid School Products	\$33.60	\$33.60	\$33.60	NB	\$2.86	NB	NB
BSN Sports	\$42.00	\$42.00	\$42.00	SUB \$30.84	SUB \$2.12	SUB \$70.23	SUB \$79.68
Riddell	\$41.88	\$41.88	\$41.88	NB	SUB \$7.70	\$48.39	\$77.39

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - TPS Sports be awarded the Champro Multi-sport Socks for small, medium, and large.
 - BSN Sports be awarded the Champro Football Helmet Scrimmage Caps.
 - Riddell be awarded the Riddell HS-24 Half Blocking Shield and Riddell R-13 Half Round Step-Over Dummy.
 - Only one bid, a substitute, was submitted for the Gopher StichPro Flag Belt System. Staff recommend no bidders are awarded this bid item as the substitute does not meet the quality bid specifications.

IV. Jerseys

Vendor	600 ea. Reversible Game Jersey Adult & Youth	300 ea. Two Separate Game Jerseys Adult & Youth Home (Dark/Navy) and Away (Light/White)	480 ea. Hero Flag Football Jersey (762FFJY)		600 ea. Champro Pre Season Practice Football Jersey FJ56 – Navy 8" Number with single color on screen front & back (Youth & Adult)
TPS Sports	Y\$42.48 A\$42.48	Y\$32.48 A\$32.48	Y\$17.18	A\$18.38	Y\$12.38 A\$12.38
Winning Teams	NB	NB	NB	NB	Y\$13.65 A\$13.50
Pyramid School Products	NB	NB	NB	NB	NB
BSN Sports	Y\$75.00 A\$75.00	Y\$56.50 A\$56.50	Y\$24.00	A\$26.00	Y\$23.00 A\$23.00
Riddell	Y\$61.38 A\$65.52	Y\$45.72 A\$49.86	Y\$26.31	A\$27.62	Y\$26.50 A\$26.50

- **Recommendations:** Staff recommends awarding the below lowest qualified vendors in the respective bid specifications.
 - TPS Sports be awarded the Reversible Game Jersey for youth and adult, the Hero Flag Football Jersey for youth and adult, and the Champro Pre Season Practice Football Jersey FJ56 for youth and adult.
 - Staff recommends rejecting the 3 two separate game jersey bids as these will not be ordered for the 2023 season, with the single reversible jersey proving more cost effective.

V. MISCELLANEOUS ITEMS

Additional miscellaneous equipment will be purchased including ice packs, equipment bags, etc. Staff will purchase these supplies from the retailer providing the best price, and it is anticipated that they will be split between several companies.

PREVIOUS COMMITTEE/BOARD ACTION:

The Wheaton Park District Board of Commissioner's approved the 2022 Football uniforms and athletic equipment bid results as presented at the March 16, 2022 meeting.

REVENUE OR FUNDING IMPLICATIONS:

All expenses will be included in the Wheaton Park District Football fund and will be covered by sponsorships, registration fees, and fundraisers. Quantities are approximate and may vary accordingly.

ATTACHMENTS:

Summary of the Awarded Vendors per Football Equipment Bid Category.

RECOMMENDATION:

Staff recommend that the Wheaton Park District Board of Commissioner's approve the 2023 Football uniforms and athletic equipment bid results as presented.

**Wheaton Park District
2023
FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS**

Vendor	Equipment	Quantity	Cost
Equipment/Helmets/Miscellaneous Supplies			
BSN Sports	Mouth Guards (strapped) Navy Blue	800 ea.	\$.45
Riddell	Riddell Hard Cup Chin Strap Navy Blue	40 ea.	\$11.70
TPS Sports	Champro Football Belt FWB – Orange	30 doz.	\$9.78
Riddell	Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC-HS4 Facemask Attached (Navy Blue FM)	50 ea.	\$145.00
TPS Sports	Champro 5-Star Rated SH7 Soft Shell Helmet Small / Medium / Large	200 ea.	\$38.98
TPS Sports	Champro 6" Pump A143	20 ea.	\$3.88
Winning Teams	Champro Replacement Needle A142RN	10 ea.	\$.35
Football/Shoulder Pads/Pants			
Pyramid School Products	Wilson GST Composite Pee Wee	8 ea.	\$31.85
Pyramid School Products	Wilson GST Composite Junior	8 ea.	\$31.85
Pyramid School Products	Wilson GST Composite Youth	8 ea.	\$31.85
Riddell	Riddell Pursuit Youth Shoulder Pad Youth Sizes: Small / Medium/ Large/ X-Large/ XX- Large	50 ea.	\$44.25
TPS Sports	Navy Game Pant – Rawlings Slotted YFP147 / FP147	400 ea.	Y-\$22.98 A-\$26.08

**Wheaton Park District
2023
FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS**

Socks/Miscellaneous			
TPS Sports	Champro Socks (orange) AS2 Multi-sport sock small	10 doz.	\$27.98
TPS Sports	Champro Socks (orange) AS2 Multi-sport sock medium	10 doz.	\$27.98
TPS Sports	Champro Socks (orange) AS2 Multi-sport sock large	10 doz.	\$27.98
BSN Sports	Champro Football Helmet Scrimmage Caps FXA11	70 ea.	SUB-\$2.12
Riddell	Riddell HS-24 Half Blocking Shield	12 ea.	\$48.39
Riddell	Riddell R-13 Half Round Step-Over Dummy	10 ea.	\$77.39
Jerseys			
TPS Sports	Reversible Game Jersey Adult & Youth	600 ea.	Y-\$42.48 A-\$42.48
TPS Sports	Hero Flag Football Jersey (762FFJY)	480 ea.	Y-\$17.18 A-\$18.38
TPS Sports	Champro Pre Season Practice Football Jersey FJ56 – Navy 8" Number with single color on screen front & back (Youth & Adult)	600 ea.	Y-\$12.38 A-\$12.38

MISCELLANEOUS ITEMS

Additional miscellaneous equipment will be purchased including ice packs, equipment bags, etc. Staff will purchase these supplies from the retailer providing the best price, and it is anticipated that they will be split between several companies.



TO: Board of Commissioners

FROM : Dan Novak, Director of Athletics & Facilities
Adam Lewandowski, Superintendent of Athletic Programs & Facilities
Darrell Houston, Athletic Manager

THROUGH: Michael Benard, Executive Director

RE: BASEBALL/SOFTBALL UNIFORMS AND ATHLETIC EQUIPMENT

DATE: December 21, 2022

SUMMARY:

The Wheaton Park District Youth Baseball and Softball Program has over 1,600 participants. All expenses are covered by sponsorships, registration fees, and fundraising in the 2023 Athletic Department Baseball/Softball Budget.

Bid packets were sent to thirty-five companies and a bid notice was placed in the Daily Herald. Bids were officially opened on Tuesday, November 15, 2022, at 10:00am at the Wheaton Park District Park Services Center. Results for the six qualified competing vendors are listed below.

Bid Results:

I. BASEBALLS

Name	Rawlings RSGRLB1 40 doz.	Rawlings RPLB1 25 doz.	Champro CBB-61 SAF-T- SOFT Level 1 Baseball 45 doz.
TPS Sports	\$41.68	\$42.48	\$22.88
Winning Teams	N/B	N/B	\$23.95
Pyramid School Products	\$48.89	\$48.89	\$29.25
BSN Sports	\$54.12	\$54.12	\$46.98 – SUB
League Outfitters LLC	\$56.75	\$56.75	\$30.26
Riddell	\$61.00 – SUB	\$78.00 – SUB	\$35.00

The characteristics when buying baseballs include stitching, cover, and keeping its original shape for an extended period of time. These baseballs are used for game play and practice balls after initial use.

Recommendation:

- Staff recommends TPS Sports be awarded the Rawlings RSGRLB1, Rawlings RPLB1, and Champro CBB-61 SAF-T-SOFT Level 1 baseball bids. They are the lowest qualified bidder in the respective bid specifications.

II. SOFTBALLS

Name	Rawlings RSGC11BYLUC 30 doz.	Rawlings C12BYLUC 60 doz.	Champro CSB63 11" SAFE-T-SOFT – Durahide Cover 10 doz.	B5105 JUGS Sports 12" Softies 5 doz.	B5110 JUGS Sports 11" Softies 5 doz.
TPS Sports	\$67.68	\$67.68	\$51.88	N/B	N/B
Winning Teams	N/B	N/B	\$54.88	N/B	N/B
Pyramid School Products	\$78.89	\$78.89	\$62.50	\$118.00	\$118.00
BSN Sports	\$83.34	\$83.34	\$55.98 – SUB	\$126.98	N/B
League Outfitters LLC	\$92.15	\$92.15	\$69.43	N/B	N/B
Riddell	N/B	N/B	\$80.11	\$115.00	\$115.00

The characteristics when buying softballs include stitching, cover, and keeping its original shape for an extended period. These softballs are used for game play and practice balls after initial use.

Recommendations:

- Staff recommends TPS Sports be awarded the Rawlings RSGC11BYLUC, Rawlings C12BYLUC, and Champro CSB63 11" SAFE-T-SOFT – Durahide Cover softball bids. They are the lowest qualified bidder in the respective bid specifications.
- Staff recommends Riddell be awarded the JUGS Sports 12" Softies and JUGS Sports 11" Softies softball bids. They are the lowest qualified bidder in the respective bid specifications.

III. CAPS/VISORS

Name	Replica Caps Adult MLB-350 38 doz.	Replica Caps Youth MLB-350 36 doz.	Cotton Twill Visors PCTV-100Y With embroidered "W" 22 doz.	Cotton Twill Caps GL271 With embroidered "W" 22 doz.	Cotton Twill Caps GL271Y With embroidered "W" 18 doz.
TPS Sports	\$84.98	\$84.98	\$67.98	\$62.98	\$62.98
Winning Teams	N/B	N/B	\$117.50	\$110.25	\$110.25
Pyramid School Products	N/B	N/B	N/B	N/B	N/B
BSN Sports	\$114.00	\$114.00	\$120.00	\$120.00	\$120.00
League Outfitters LLC	\$118.32	\$118.32	\$101.56	\$47.88	\$47.88
Riddell	N/B	N/B	\$215.40 – SUB	\$234.00 – SUB	\$234.00 – SUB

Recommendations:

- Staff recommends TPS Sports be awarded the **Replica Caps Adult MLB-350, Replica Caps Youth MLB-350 bids and Cotton Twill Visors PCTV-100Y bids**. They are the lowest qualified bidder in the respective bid specifications
- Staff recommends League Outfitters be awarded the **Cotton Twill Caps GL271 and Cotton Twill Caps GL271Y bids**. They are the lowest qualified bidder in the respective bid specifications.

IV. PANTS/JERSEYS

Name	Champro BPVY Value Pull-up Youth – Light Gray 50 doz.	Champro BPA Performance Pull Up Adult – Light Gray 25 doz.	Champro BP11 Tournament Girl's Traditional Low Rise - Black 25 doz.	Champro BP11 Tournament Women's Traditional Low Rise - Black 25 doz.	Augusta 791 Youth Nexgen Wicking Tee (1 Color Logo) 600 ea.	Augusta 791 Youth Nexgen Wicking Tee (Multiple Logos in Different Areas) 400 ea.
TPS Sports	\$50.88	\$73.98	\$129.58	\$151.88	\$6.38	\$7.58
Winning Teams	\$46.25	\$78.88	\$155.25	\$169.80	\$6.15	N/B
Pyramid School Products	\$64.20	\$98.99	\$159.20	\$198.20	N/B	N/B
BSN Sports	\$75.60	\$120.00	\$180.00	\$216.00	\$6.30	\$14.00
League Outfitters LLC	\$68.16	\$99.84	\$174.84	\$204.84	\$5.70	\$6.65
Riddell	\$76.44	\$111.84	\$197.40	\$229.20	\$6.45	\$7.80

Recommendations:

- Staff recommends Winning Teams be awarded the **Champro BPVY Value Pull-up youth pant bid**. They are the lowest qualified bidder in the respective bid specifications.
- Staff recommends TPS Sports be awarded the **Champro BPA Performance Pull-up Adult pant, Champro BP11 Tournament Girl's Traditional Low Rise pant, and Champro BP11 Tournament Women's Traditional Low Rise pant bids**. They are the lowest qualified bidder in the respective bid specifications.
- Staff recommends League Outfitters be awarded the **Augusta 791 Youth Nexgen Wicking Tee shirt (1 Color Logo) and Augusta 791 Youth Nexgen Wicking Tee shirt (Multiple Logo) bids**. They are the lowest qualified bidder in the respective bid specifications.

V. SOCKS/BELTS/BATS

Name	Champro AS2 Multi-sport sock Small 50 doz.	Champro AS2 Multi-sport sock Medium 22 doz.	Champro AS2 Multi-sport sock Large 14 doz.	Champro A060 Adult Brute 35 doz.
TPS Sports	\$27.98	\$27.98	\$27.98	\$35.88
Winning Teams	\$29.50	\$29.50	\$29.50	\$38.10
Pyramid School Products	\$33.60	\$33.60	\$33.60	\$48.08
BSN Sports	\$42.00	\$42.00	\$42.00	\$54.00
League Outfitters LLC	\$38.28	\$38.28	\$38.28	\$48.12
Riddell	\$42.00	\$42.00	\$42.00	\$54.00

Name	27" (-10) (2 5/8" barrel) 2 ea.	28" (-10) (2 5/8" barrel) 2 ea.	29" (-10) (2 5/8" barrel) 2 ea.	30" (-10) (2 5/8" barrel) 3 ea.	31" (-10) (2 5/8" barrel) 3 ea.	32" (-10) (2 5/8" barrel) 2 ea.
TPS Sports	\$72.48	\$72.48	\$72.48	\$72.48	\$72.48	\$72.48
Winning Teams	N/B	N/B	N/B	N/B	N/B	N/B
Pyramid School Products	\$89.50	\$89.50	\$89.50	\$89.50	\$89.50	\$89.50
BSN Sports	\$58.72	\$58.72	\$58.72	\$58.72	N/B	N/B
League Outfitters LLC	\$97.22	\$97.22	\$97.22	\$97.22	\$97.22	N/B
Riddell	N/B	N/B	N/B	N/B	N/B	N/B

Name	30" (-5) (2 5/8" barrel) 4 ea.	31" (-5) (2 5/8" barrel) 4 ea.	32" (-5) (2 5/8" barrel) 4 ea.	25" (-12) (2 1/4" barrel) 7 ea.	26" (-12) (2 1/4" barrel) 7 ea.	27" (-12) (2 1/4" barrel) 7 ea.
TPS Sports	\$69.98	\$69.98	\$69.98	\$21.98	\$21.98	\$45.58
Winning Teams	N/B	N/B	N/B	N/B	N/B	N/B
Pyramid School Products	\$89.50	\$89.50	\$89.50	\$28.00	\$28.00	\$58.38
BSN Sports	\$257.53	\$257.53	\$257.53	N/B	N/B	N/B
League Outfitters LLC	\$261.11	\$261.11	\$261.11	\$155.56	\$155.56	\$155.56
Riddell	N/B	N/B	N/B	N/B	N/B	N/B

Recommendation:

- Staff recommends TPS Sports be awarded the Champro Multi-sport AS2 Small sock, Champro Multi-sport AS2 Medium sock, Champro Multi-sport AS2 Large sock, and Champro A060 Adult Brute belt bids. They are the lowest qualified bidder in the respective bid specifications.
- Staff recommend BSN Sports be awarded the 27" (-10) (2 5/8" barrel), 28" (-10) (2 5/8" barrel), 29" (-10) (2 5/8" barrel), and 30" (-10) (2 5/8" barrel) bat bids. They are the lowest qualified bidder in the respective bid specifications.
- Staff recommends TPS Sports be awarded the 31" (-10) (2 5/8" barrel), 32" (-10) (2 5/8" barrel), 30" (-5) (2 5/8" barrel), 31" (-5) (2 5/8" barrel), 32" (-5) (2 5/8" barrel), 25" (-12) (2 1/4" barrel), 26" (-12) (2 1/4" barrel), and 27" (-12) (2 1/4" barrel) bat bids. They are the lowest qualified bidder in the respective bid specifications

VII. EQUIPMENT (HELMETS)

Name	Champro HXU HX Rookie Batting Helmet Med Junior – Black 10 ea.	Champro HXU HX Rookie Batting Helmet Large Senior – Black 10 ea.	Champro CM75 Optimus MVP Hockey Style Catcher's Headgear – Youth – Various Colors 12 ea.	Champro CM75 Optimus MVP Hockey Style Catcher's Headgear – Adult – Various Colors 8 ea.	Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior - Black 10 ea.	Champro HXFPU HX Rookie Fastpitch Batting Helmet Large Senior - Black 10 ea.
TPS Sports	\$17.98	\$18.48	\$66.98	\$66.98	\$26.98	\$26.98
Winning Teams	\$18.90	\$18.60	\$71.35	\$71.35	\$28.55	\$28.55
Pyramid School Products	\$24.60	\$24.25	\$84.25	\$84.25	\$32.50	\$32.50
BSN Sports	\$23.94	\$25.54	\$99.48	\$99.48	\$38.72	\$38.72
League Outfitters LLC	\$23.60	\$23.69	\$90.26	\$90.26	\$36.10	\$36.10
Riddell	\$26.50	\$26.78	\$99.98	\$99.98	\$39.98	\$39.98

Recommendations:

- Staff recommends TPS Sports be awarded the Champro HXU HX Rookie Batting Helmet Med Junior – Black, Champro HXU HX Rookie Batting Helmet Large Senior – Black, Champro CM75 Optimus MVP Hockey Style Catcher's Headgear – Youth – Various Colors, Champro CM75 Optimus MVP Hockey Style Catcher's Headgear – Adult – Various Colors, Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior – Black, and Champro HXFPU HX Rookie Fastpitch Batting Helmet Large Senior - Black bids. They are the lowest qualified bidder in the respective bid specifications.

VIII. MISCELLANEOUS

Name	Champro B047 Movable Pitcher Rubber 10 ea.	Champro A07 Scorebook 150 ea.	Champro B050 Heavy Duty Rubber Batting Tee 10 ea.	Champro E85 Ultimate Carry-All Equipment Bag 40 ea.
TPS Sports	\$14.58	\$3.28	\$12.98	\$27.28
Winning Teams	\$14.80	\$3.38	\$13.45	\$28.95
Pyramid School Products	\$16.95	\$3.95	\$29.95	\$32.95
BSN Sports	\$16.84	\$4.98 – SUB	\$27.17 – SUB	\$38.67
League Outfitters LLC	\$13.18	\$4.15	\$17.01	\$36.61
Riddell	\$20.89	\$4.69	\$19.15	\$42.00

Recommendations:

- Staff recommends League Outfitters LLC be awarded the Champro B047 Movable pitcher rubber bid. They are the lowest qualified bidder in the respective bid specifications.
- Staff recommends TPS Sports be awarded the Champro A07 scorebook, Champro B050 Heavy Duty Rubber Batting Tee, and Champro E85 Ultimate Carry-All Equipment Bag bids. They are the lowest qualified bidder in the respective bid specifications.

IX. MISCELLANEOUS ITEMS

Additional miscellaneous supplies will be purchased. Staff will purchase these supplies from the retailer providing the best price.

PREVIOUS COMMITTEE/BOARD ACTION:

On December 15, 2021 the Wheaton Park District Board of Commissioner's approved the 2022 Baseball/Softball uniforms and athletic equipment bid results presented by staff.

REVENUE OR FUNDING IMPLICATIONS:

All expenses will be included in the Wheaton Park District Baseball/Softball fund and will be covered by registration fees, fundraising, and sponsorships. Quantities are approximate and may vary accordingly. Overall bid expenses shall not exceed the budgeted amount of \$70,000.

ATTACHMENTS:

Summary of the Awarded Vendors per Baseball / Softball Equipment Bid Category

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner's approve the 2023 Baseball/Softball uniforms and athletic equipment bid results as presented.

**Wheaton Park District
2023
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS**

Vendor	Equipment	Quantity	Cost
Baseballs			
TPS Sports	Rawlings RSGRLLB1	40 doz	\$41.68/doz
TPS Sports	Rawlings RPLB1	25 doz	\$42.48/doz
TPS Sports	Champro CBB-61 SAF-T-SOFT Level 1 Baseball	45 doz	\$22.88/doz
Softballs			
TPS Sports	Rawlings RSGC11BYLUC	30 doz	\$67.68/doz
TPS Sports	Rawlings C12BYLUC	60 doz	\$67.68/doz
TPS Sports	Champro CSB63 11" SAFE-T- SOFT – Durahide Cover	10 doz	\$51.88/doz
Riddell	JUGS Sports 12" Softies	5 doz	\$115.00/doz
Riddell	JUGS Sports 11" Softies	5 doz	\$115.00/doz
Caps/Visors			
TPS Sports	Replica Caps Adult MLB-350	38 doz	\$84.98/doz
TPS Sports	Replica Caps Youth MLB-350	36 doz	\$84.98/doz
TPS Sports	Cotton Twill Visors PCTV-100Y With embroidered "W"	22 doz	\$67.98/doz
League Outfitters LLC	Cotton Twill Caps GL271 With embroidered "W"	22 doz	\$47.88/doz
League Outfitters LLC	Cotton Twill Caps GL271Y With embroidered "W"	18 doz	\$47.88/doz
Pants/Jerseys			
Winning Teams	Champro BPVY Value Pull-up Youth	50 doz	\$46.25/doz

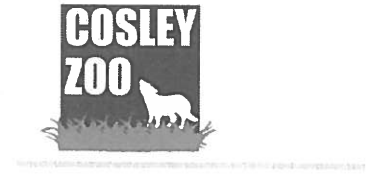
**Wheaton Park District
2023
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS**

TPS Sports	Champro BPA Performance Pull Up Adult	25 doz	\$73.98/doz
TPS Sports	Champro BP11 Tournament Girl's Traditional Low Rise	25 doz	\$129.58/doz
TPS Sports	Champro BP11 Tournament Women's Traditional Low Rise	25 doz	\$151.88/doz
League Outfitters LLC	Augusta 791 Youth Nexgen Wicking Tee (1 Color Logo)	600 ea	\$5.70/ea
League Outfitters LLC	Augusta 791 Youth Nexgen Wicking Tee (Multiple Logos)	400 ea	\$6.65/ea
Socks/Belts/Bats			
TPS Sports	Champro Multi- sport sock AS2 Small	50 doz	\$27.98/doz
TPS Sports	Champro Multi- sport sock AS2 Medium	22 doz	\$27.98/doz
TPS Sports	Champro Multi- sport sock AS2 Large	14 doz	\$27.98/doz
TPS Sports	Champro A060 Adult Brute Belts	35 doz	\$35.88/doz
BSN Sports	27" (-10) (2 5/8" barrel)	2 ea	\$58.72/ea
BSN Sports	28" (-10) (2 5/8" barrel)	2 ea	\$58.72/ea
BSN Sports	29" (-10) (2 5/8" barrel)	2 ea	\$58.72/ea
BSN Sports	30" (-10) (2 5/8" barrel)	3 ea	\$58.72/ea
TPS Sports	31" (-10) (2 5/8" barrel)	3 ea	\$72.48/ea
TPS Sports	32" (-10) (2 5/8" barrel)	2 ea	\$72.48/ea
TPS Sports	30" (-5) (2 5/8" barrel)	4 ea	\$69.98/ea
TPS Sports	31" (-5) (2 5/8" barrel)	4 ea	\$69.98/ea
TPS Sports	32" (-5) (2 5/8" barrel)	4 ea	\$69.98/ea

**Wheaton Park District
2023
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS**

TPS Sports	25" (-12) (2 1/4" barrel)	7 ea	\$21.98/ea
TPS Sports	26" (-12) (2 1/4" barrel)	7 ea	\$21.98/ea
TPS Sports	27" (-12) (2 1/4" barrel)	7 ea	\$45.58/ea
Equipment (Helmets)			
TPS Sports	Champro HXU HX Rookie Batting Helmet Med Junior	10 ea	\$17.98/ea
TPS Sports	Champro HXU HX Rookie Batting Helmet Large Senior	10 ea	\$18.48/ea
TPS Sports	Champro CM75 Optimus MVP Hockey Style Catcher's Headgear – Youth	12 ea	\$66.98/ea
TPS Sports	Champro CM75 Optimus MVP Hockey Style Catcher's Headgear – Adult	8 ea	\$66.98/ea
TPS Sports	Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior	10 ea	\$26.98/ea
TPS Sports	Champro HXFPU HX Rookie Fastpitch Batting Helmet Large Senior	10 ea	\$26.98/ea
Miscellaneous			
League Outfitters LLC	Champro B047 Movable Pitcher Rubber	10 ea	\$13.18/ea
TPS Sports	Champro A07 Scorebook	150 ea	\$3.28/ea
TPS Sports	Champro B050 Heavy Duty Rubber Batting Tee	10 ea	\$12.98/ea
TPS Sports	Champro E85 Ultimate Carry-All Equipment Bag	40 ea	\$27.28/ea

TO: Board of Commissioners
FROM: Andy Bendy, Director of Special Facilities
Susan Wahlgren, Cosley Zoo Director
THROUGH: Michael Benard, Executive Director
DATE: December 7, 2022
RE: Zoo Admission Fees



SUMMARY

Over the past five years (excluding 2020), the zoo welcomed an average of 150,000 annual visitors, 33% or 49,500 of which are non-resident adults and seniors currently subject to an admission fee.

Cosley Zoo is experiencing unprecedented inflation and increasing staff expenses (FT and PT). In 2023, staff and operation expenses are anticipated to increase more than \$60,000. Because of these rising costs, the zoo needs to seek additional revenue to preserve sustainability while maintaining operations and implementing necessary repairs to the facility.

The zoo is proposing to increase its adult and senior non-resident admission by \$1.00/person. With the \$1.00 increase to the non-residents (Adults and Seniors) the zoo would raise an additional \$49,500 in revenue (based on the attendance figures listed above).

DISCUSSION OF THE ISSUE Cosley Zoo currently utilizes the following rate structure:

CURRENT ADMISSION FEES	RESIDENT	NON-RESIDENT	MEMBER
Child (0-17 yrs)	FREE	FREE	FREE
Adult (18-54 yrs)	FREE	\$9.00	FREE
Seniors (55+ yrs)	FREE	\$8.00	FREE

It is worth noting that most zoos and aquariums implement a 5% admission fee increase on an annual basis. Staff is recommending the following changes beginning January 1, 2023.

PROPOSED ADMISSION FEES	RESIDENT	NON-RESIDENT	MEMBER
Child (0-17 yrs)	FREE	FREE	FREE
Adult (18-54 yrs)	FREE	\$10.00	FREE
Seniors (55+ yrs)	FREE	\$9.00	FREE

PREVIOUS COMMITTEE/BOARD ACTION

In 2022, the Board of Commissioners voted to increase non-resident rates by at \$1.00 to \$9.00 for adults and \$8.00 for seniors. Wheaton residents, zoo members, and all children under 17yrs continue to enjoy free admission.

REVENUE AND FUNDING IMPLICATIONS

The impact of a \$1.00 increase in non-resident admission will grow zoo revenue by approximately \$49,500 per year. The increased revenue amount, (\$49,500) is based on our current admission data, in which the zoo greets an average of 49,500 non-resident adults and seniors each year. This accounts for 33% of total zoo visitors.

RECOMMENDATION

Staff seeks Board of Commissioners approval to increase the non-resident adult and senior admission rates by \$1.00 per guest, beginning January 1, 2023.

TO: Board of Commissioners

FROM: Andy Bendy, Director of Special Facilities
Bruce Stoller, Director of Golf, AGC
Matthew Nations, Head Golf Professional, AGC

THROUGH: Michael Benard, Executive Director

RE: 2023 Membership Rates

DATE: December 7, 2022



SUMMARY:

The staff would like to propose new options, pricing, & services for our golf membership at Arrowhead Golf Club. Our current golf membership program offers a Resident Membership at \$2,499 & a Non-Resident Membership at \$2,999. These rates have not changed since the membership program was initiated in 2019. Memberships from 2019-2022 included the following:

- Unlimited Golf (riding cart not included)
- 15% discount on clothing in the Pro Shop
- Use of a locker in the locker room or for club storage
- Discounts on tournament fees
- 10% discount on banquets booked through the events department

Staff recommends the following membership changes for the 2023 season

- Unlimited Golf (riding cart not included)
- 15% discount on clothing in the Pro Shop
- Discounts on tournament fees
- 10% discount on banquets booked through the events department
- \$140 Driving Range Credit
- Tee-Time Reservations up to 10 days in advance. (one foursome)
- Tee-Times for singles allowed up to two days in advance (must be reserved with a twosome or threesome)

Based on average rate increases since 2019 as well as the additional services being offered, staff requests the following pricing increase for Arrowhead Memberships:

Resident Full Membership	\$2,899
Resident Senior Membership	\$2,499
Non-Resident Full Membership	\$3,599
Non-Resident Senior Membership	\$3,099

*Membership rates are based on breakeven point of approximately 50 rounds being played

PREVIOUS COMMITTEE/BOARD ACTION:

The Board of Commissioners approved the implementation of a membership program in December of 2018 for the 2019 season.

REVENUE OR FUNDING IMPLICATIONS:

Proposed fees are based on members playing approximately 50 rounds per season.

STAKEHOLDER PROCESS:

Staff consulted with current members as well as those showing interest in memberships to better understand what they would like to see in a membership program and feel the proposed changes will meet those needs.

RECOMMENDATION:

The staff recommends updating the membership offerings as listed above for the following:

\$2,899 for residents, \$2,499 for senior residents, \$3,599 for non-residents and \$3,099 for senior non-residents.

TO: Board of Commissioners
FROM: Carolyn Wilkin, Special Event Manager
Margie Wilhelmi, Director of Marketing
Andy Bendy, Director of Special Facilities
THROUGH: Mike Benard, Executive Director
RE: Special Event Rental at Central Athletic Complex - Saturday, January 28
Date: December 1, 2022



SUMMARY:

Central Athletic Complex is scheduled for an outdoor special event at the ice rink in the 2023 winter season. The rental is by R33M Foundation as they host their Winter Tough Hockey Tournament Fundraiser (round-robin 3-game guarantee tournament) on Saturday, January 28. This event was held in 2017, 2018, 2019, 2020 and 2022. Due to COVID-19 restrictions, R33 was not held in 2021.

Staff seeks the board's approval for Arrowhead Golf Club to service beer/wine at this event. Staff proposes the outdoor beer/wine service area to include a tented 20x40 area for service as well as the ice rink, warming shelters and viewing areas available to attendees. Please see the attached map. The R33M Foundation will collect an admission fee that will benefit Pediatric Brain Cancer Research.

The menu is listed below with suggested pricing. Arrowhead Golf Club will provide beer/wine service at the following dates and times:

Saturday, January 28 | 8A-8P

- Soda/ Water	\$2.00
- Aluminum Bottled Beer (Miller Lite, Coors Light)	\$5.00
- Wine (House Choice)	\$5.00

ATTACHMENTS:

1. Map of Central Athletic fenced in beer garden.
2. Bio of R33M Foundation.

REVENUE OR FUNDING IMPLICATIONS:

All beverage proceeds will go to Arrowhead Golf Club.

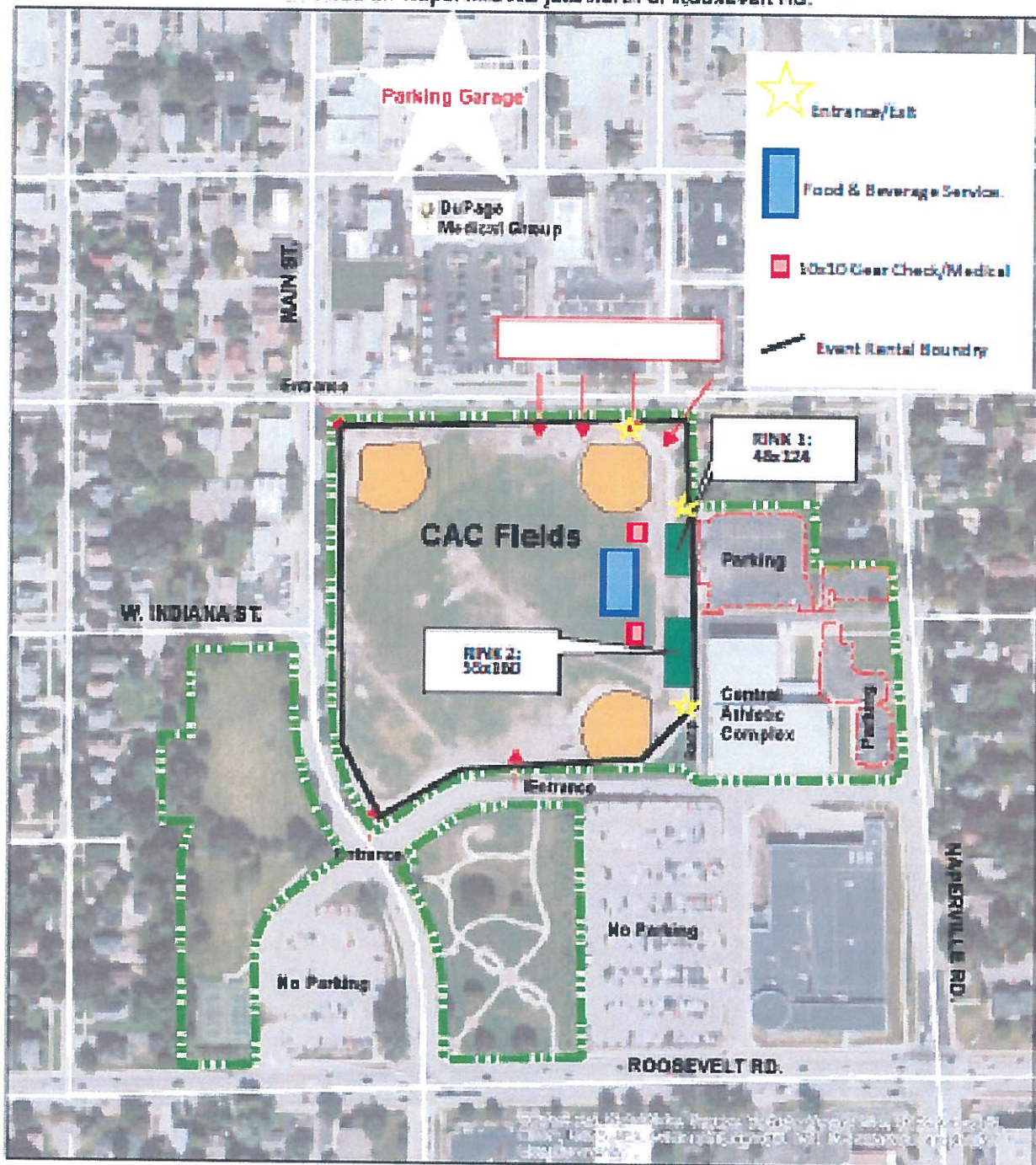
RECOMMENDATION:

Staff seeks board approval to serve beer and wine within the perimeter of the Central Athletic Complex Ice Rink Outdoor Area on Saturday, January 28 between 8A and 8P for the special event rental by R33M Foundation.

Central Athletic Complex Ice Rinks

500 S. Naperville Rd. Wheaton, IL

Located on Naperville Rd just north of Roosevelt Rd.



CENTRAL
athletic complex

0 50 100 200 400 Feet





The Ross K. MacNeill Foundation

to end pediatric brain cancer

Our Mission

The Ross K. MacNeill Foundation's mission is to end pediatric brain cancer.

Pediatric brain cancer is a devastating path for children. The diagnosis is shocking. The treatment path is intensely challenging, and often not effective. The life-changing impact this diagnosis has on a child and his family is larger than imaginable. The brain cancer tragedy that comes upon 13 children each and every day, with utter surprise, must stop.

Our Foundation will devote all of our efforts to accelerate innovative research that will rapidly develop new learnings and therapies to put to end the diagnosis of pediatric brain cancer. We will work tirelessly to increase awareness, understanding, and the sense of urgency that needs to surround these children and this diagnosis.

This will save precious lives.

It is this Foundation's, and our family's, commitment to this mission. Anything less is not enough.

*Ross asked us to promise him that we would
"never let another child go through what I've gone through".*

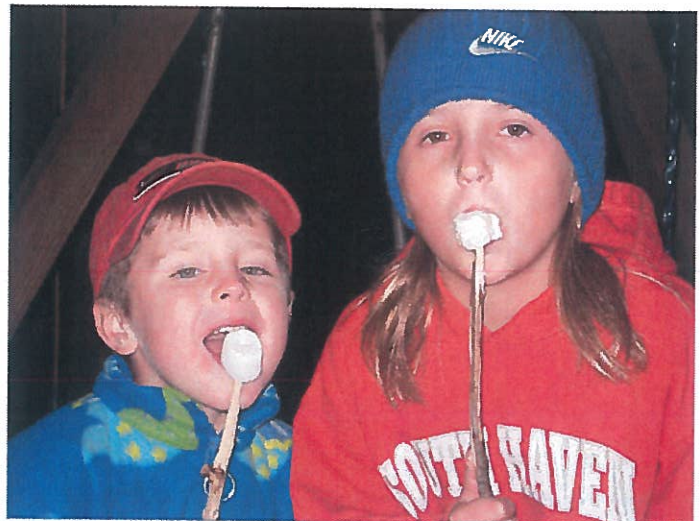
It was that simple to him.

We promised.

And we keep our promises.

About Us

The Ross K. MacNeill Foundation is dedicated to fighting pediatric brain cancer in the memory of 11-year-old Ross K. MacNeill. Ross was a devoted hockey player (#33) and Chicago Blackhawks fan that lived his life with joy, strength, courage and selflessness. He died of a malignant brain tumor, in 2013.



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Community Center Interior Renovation – Tables

DATE: December 1, 2022



SUMMARY:

As a part of the interior renovation project at the Community Center, new tables are recommended to replace our existing inventory.

We have been purchasing tables from Southern Aluminum for several years and have been pleased with the quality and durability of the tables. It would be cost effective to continue using this style of table. Nearly half of our inventory of rectangular tables is in good condition as well as all the round tables that are primarily used for the Memorial Room. We would be transitioning from the current brown color to a grey color. This could be done in a way that the tables are all consistent within a room.

As we are matching our existing tables, this could be considered a sole source purchase. Prices were obtained for (37) 18" x 72" tables and (40) 30" x 72" similar tables and are as follows:

Southern Aluminum	\$31,349.00
Worthington	\$39,123.00
School Outfitters	\$42,960.32

Southern Aluminum estimates a 4-week lead time for delivery.

PREVIOUS COMMITTEE/BOARD ACTION:

Replacement chairs were approved at the November 16, 2022 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Our architect provided an estimated budget of \$203,000 for chairs and tables.
The total cost of chairs through Sourcewell is \$130,215.20 (included a previous statement).
The cost of the recommended tables would bring this total to \$161,564.20.

\$500,000 was included in the 2022 budget for Community Center renovations with an additional 18% (\$90,000) available through the special recreation funding. With change order 1, we have committed to spending \$509,845.40 in Phase 1.

Delivery of these tables is expected in 2023 where we have increased the budget to \$2,000,0000 to account for Phase 2 and overages from the current phase.

The tables that are being replaced that are still in reasonable condition can be used for outdoor special events.

STAKEHOLDER PROCESS:

Facility staff reviewed other options and supports this recommendation.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Current inventory

Quotes

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve the purchase of (37) 18" x 72" tables and (40) 30" x 72" tables through Southern Aluminum in the amount of \$31,349.

Wheaton Park District
Community Center
2022 Table / Chair Inventory

ROOM	# of CHAIRS	# of Round Tables	# of Conference Tables 18 X 72	# 6 Ft Tables 30 X72
Memorial	400	24	6	12
President	30	0	0	0
Willow Point	30	0	0	0
Rathje	60	0	12	8
Kelly	60	0	12	8
Atten	60	0	12	8
Central	60	0	12	8
Arrowhead	60	0	12	8
Northside	80	0	0	16
Zone	30	0	0	10
Graf	30	0	12	0
TOTAL	900	24	78	78



PO Box 884
Magnolia, AR 71754
800-221-4408
F 870-234-2823
www.southernaluminum.com

Quotation

Quote Number: 54823

Sales Person:

Stacie Brice

sbrice@southernaluminum.com

Date: 11/30/2022

Expires: 12/31/2022

Quotation Prepared For: WHE

Wheaton Park District
Mark Wagner
102 E. Wesley
Wheaton IL 60187
USA

Phone: 630.788.2408

mwwagner@wheatonperks.org

Ship To: WHE1

Wheaton Park District
Community Center
1777 S Blanchard
Wheaton IL 60187

Freight Carrier: Best Way

Line	Part Number	Description	Quantity	Unit Price	Net Price
1	A1872PRWL-S	18" x 72" Alulite Radius Edge Wishbone Leg - Salt/Pepper	37	\$372.00	\$13,764.00
2	A3072PRWL-S	30" x 72" Alulite Radius Edge Wishbone Leg - Salt/Pepper	40	\$414.00	\$16,560.00

This quote is valid for 30 days. Freight estimate is valid for 30 days and is for Dock to Dock delivery. New customers are required to prepay their first order in full by check or credit card. After prepaying your first order, you may request Net 30 terms by submitting a credit application.

Southern Aluminum collects sales tax in states with a physical presence (nexus). If we do not collect sales tax from you, you may owe sales tax on your purchase.

Freight charges are subject to change at time of invoicing.

Subtotal: \$30,324.00

Estimated Freight: \$1,025.00

Quote Total: \$31,349.00

Prepared by: jreeves

Page: 1 of 1



For assistance, please contact your furniture expert:

Alisa Plummer

alisa@worthingtondirect.com

P: 800-599-6636

Quote #QTE065374

Customer ID: WHE2013

Valid 11/30/2022 To 12/29/2022

Bill To	Ship To	
WHEATON PARKS ACCOUNTS PAYABLE 855 W PRAIRIE AVE WHEATON, IL 60187-3075	WHEATON PARKS 1777 S BLANCHARD ST WHEATON, IL 60189-8236 P: (630) 768-2406	

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
A1872P		18"X72"X29" WALNUT BROWN, ALUMINUM FOLDING TABLE, ROMAN II LEG Estimated Lead Time: 56 days - 63 days	\$465.00	37	\$17,205.00
					plus 2-5 days for transit
A3072P	A3072P	30"X72"X29" WALNUT BROWN, ALUMINUM FOLDING TABLE WITH ROMAN II LEG Estimated Lead Time: 56 days - 63 days	\$519.00	40	\$20,760.00
					plus 2-5 days for transit

Subtotal	\$37,965.00
Shipping	1,158.00
Tax	0.00
Total	\$39,123.00

Shipping Information

This order includes: ☒ Liftgate Service ☐ Inside Delivery ☐ Call Before Delivery

Delivery appointments can be made by the freight company to schedule approx delivery time. Please contact your rep to remove or add additional services to your quote, or to learn more about them.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Alisa Plummer at alisa@worthingtondirect.com

Thank you for this opportunity to furnish your space!

Worthington Direct www.worthingtondirect.com Phone: 800-599-6636 Fax: 800-943-6687 PO Box 140038, Dallas, TX 75214



Furnishing great
places to learn.

www.schooloutfitters.com • PO Box 779193 • Chicago IL 60677-9193

For assistance, please contact:

Linda Kramer

Phone: 866-619-3447

Fax: 866-619-3448

linda.kramer@schooloutfitters.com

Quote Summary

Quote #: QUO11381514

Valid through: 12/30/2022

Bill to:
Wheaton Park District
Mark Wagner
1777 S Blanchard St
Wheaton IL 60189-8236 USA

Phone: 1 (630) 768-2406
Fax: N/A
Email: mwagner@wheatonparks.org

Ship to:
Wheaton Park District
Mark Wagner
1777 S Blanchard St
Wheaton IL 60189-8236 USA

Phone: 1 (630) 768-2406
Fax: N/A
Email: mwagner@wheatonparks.org

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	SOU-A1872	Alulite Aluminum Training Table (18" W x 72" L)  Estimated Delivery: 54 business days after order confirmation THIS ITEM IS NON-RETURNABLE	37	\$760.00	31%	\$521.36	\$19,290.32
2.	SOU-A3072	Alulite Aluminum Folding Table (30" W x 72" L)  Estimated Delivery: 54 business days after order confirmation THIS ITEM IS NON-RETURNABLE	40	\$845.00	33%	\$569.55	\$22,782.00

Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:
Southern Aluminum	AAA COOPER TRANSPORTATION	Lift Gate

Product SubTotal: \$42,072.32

Shipping & Handling: \$888.00

Sales Tax: 3,365.79

Grand Total: \$46,326.11

Important Shipping Information

Shipping on specified items includes a lift gate on the truck, but does not include inside delivery. The driver will lower items to the ground only. Customer must bring inside. Inside delivery is available for an additional charge.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts or damages must be reported to customer service at 1-866-619-1776 within 5 business days of delivery.

All quotations are for tailgate delivery, F.O.B. factory, unless otherwise noted.

TO: Board of Commissioners
FROM: Michael Benard
RE: License Agreement for Parking at Central Athletic Complex
DATE: December 2, 2022



SUMMARY: In July of this year, Bauer and Bauer Dentistry and Orthodontics located at 623 S. Naperville Road (corner of Roosevelt and Naperville roads) inquired about the use of the southeast section of our parking lot at the Central Athletic Complex, 500 S. Naperville Road. The proposed use was for 30 employee vehicles, Monday through Friday each week from 7:00 am to 6:30 pm. Their motivation for seeking the use of the CAC Parking lot is that their staff are currently parking on an adjacent residential street and this practice is causing the residents to complain to the police and the city.

PREVIOUS COMMITTEE/BOARD ACTION: At the July 6, 2022 Buildings and Grounds Subcommittee Meeting, a majority of the Board agreed with moving forward with a license agreement that included a monthly license fee of \$2,000 for 31 parking spaces or approximately \$3 per parking space per day.

FOLLOW UP: The license agreement terms discussed during the July subcommittee meeting were not acted upon by the Park Board due to Bauer and Bauer subsequently desiring to negotiate a lower price and lower parking space count and then determined to pause in their search for additional parking. In late October, Bauer and Bauer communicated that they would like to revisit the issue of securing staff parking at the CAC and reduced their desired parking space count to 20. This matter was again reviewed by the Park Board at the November Subcommittee Meeting and the Board agreed that \$2 per parking space per day was a reasonable offer.

REVENUE OR FUNDING IMPLICATIONS: Based on an internet review of local parking rental rates as well as City of Wheaton commuter rates, we initially proposed a monthly license fee of \$2,000 for 31 parking spaces or approximately \$3 per parking space per day. By comparison, the City of Wheaton is currently charging approximately \$1 per parking space per day for commuter parking spaces however we are aware that the city of Wheaton is studying their parking fee structure and may increase their fees in 2023. After the November Subcommittee Meeting, I communicated to Bauer and Bauer that our best offer was \$2 per parking space per day which they accepted.

STAKEHOLDER PROCESS: Dan Novak and his team in the Athletics Department have reviewed the proposed usage schedule and they describe the use of this particular lot by CAC users as mostly overflow with primary use on weekday being pass through drop-off and pick-up. They report that we can accommodate the proposed usage.

LEGAL REVIEW: Corporate Counsel, Andrew Paine has drafted the attached license agreement for use and access.

ATTACHMENTS: License agreement referenced under legal review is attached with an exhibit that depicts the proposed licensed area.

ALTERNATIVES:

RECOMMENDATION: Approval of the License Agreement for 20 parking spaces at the Central Athletic Complex with Bauer and Bauer at a cost of \$2 per space per day (\$867 per month / \$10,404 Annually).

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement ("Agreement") is made and entered into this 21st day of December, 2022, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Bauer and Bauer Dentistry and Orthodontics, 623 S. Naperville Road, Wheaton Illinois, an Illinois corporation ("Licensee"). Park District and Licensee are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Park District owns, operates, and maintains a parking lot located at the Central Athletic Complex, 500 S. Naperville Road in Wheaton, Illinois ("Park Property"); and

WHEREAS, Licensee desires access to and use of 20 parking spaces to provide employee parking and

WHEREAS, the Park District has identified 20 parking spaces located on the Park Property, as more fully described and depicted on Exhibit A attached hereto and incorporated herein by reference ("Licensed Parking Area"), that are not currently needed for park and recreational purposes and may be made available to Licensee for the purpose of providing additional parking in connection with its need for employee parking (collectively, the "Licensed Activities"); and

WHEREAS, the Park District's Board of Park Commissioners find and hereby declare that it is in the best interests of the Park District, its residents, and the general public to grant Licensee a license to use the Licensed Parking Area for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement as though fully set forth herein.

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

2.1 Insurance. Licensee shall obtain and keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement. Licensee shall provide coverage that is at least as broad as the coverages set forth in Exhibit B, attached hereto and incorporated herein by

reference. The Park District shall have the right, but not the obligation, to prohibit Licensee and any of its officers, officials, employees, volunteers, agents or invitees from entering the Licensed Parking Area until evidence that insurance has been placed in compliance with the requirements of this Article are received by the Park District.

ARTICLE 3 LICENSEE'S USE OF THE LICENSED PREMISES

3.1 Grant of non-exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee the following rights ("License"):

- A. Access to the Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Parking Area for the Licensed Activities during the term of this Agreement on the dates and times set forth in Section 3.2 below, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.
- B. Ingress/Egress. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park Property on the dates and times set forth in Section 3.2 below for the limited purpose of enabling reasonable access to and use of the Licensed Premises, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.

3.2 Dates and Times. Licensee shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, as follows:

- A. Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to the Licensed Parking Area during the term of this Agreement from:
 - January 1, 2023 through December 31, 2023
 - Monday through Friday
 - 7:00 am though 5:30 pm
- B. Additional Dates and Times. Licensee may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours, subject to availability as determined by the Park District in its sole and absolute discretion. Any request for additional access or use shall be submitted by Licensee to the Park District in writing in accordance with Article 6 not less than seventy-two (72) hours in advance.

3.3 Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees,

agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Parking Area which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. Licensee shall cooperate with the Park District and the Wheaton Police Department and shall strictly follow all public safety requirements regarding its use of the Licensed Parking Area and its conduct of the Licensed Activities.

3.4 Waiver and Release of Liability. Licensee shall conduct the Licensed Activities entirely at its own risk. Licensee acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. The Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of the Park District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless the Park District, and its elected and appointed officials, officers, employees and agents from any and all claims of every nature whatsoever, which Licensee may have at any time against the Park Indemnitees (as hereinafter defined), including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Parking Area, or use by the Park District or Licensee of the Licensed Parking Area.

3.5 Condition of the Property. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Parking Area or its suitability for any purposes, including but not limited to the Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Parking Area prior to its execution of this Agreement, and prior to each use thereof by Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.

3.6 Reservation of Rights. The License granted hereunder is not exclusive, and the Park District reserves the right to continue its use and the public's use of the Park Property and the Licensed Parking Area, which specifically includes but is not limited to access to and use of the Licensed Parking Area by the Park District. The Park District shall have the right to use the Park Property, including the Licensed Parking Area, at any time for any purpose which does not unreasonably interfere with the Licensed Activities during the term of this Agreement. Any rights to the Licensed Parking Area not specifically granted to Licensee under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Parking Area at any time(s) to inspect, maintain or repair the Park Property, including the Licensed Parking Area and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).

3.7 License Fee. As compensation for the License, Licensee shall pay to Park District a licensee fee in the total amount of ten thousand four hundred four dollars (\$10,404), or eight

hundred sixty-seven dollars (\$867) per month (“License Fee”). The License Fee shall be paid in monthly installments, due on the first day of each month during the term of this Agreement, with the first payment due on January 1, 2023 and the final payment due on December 1, 2023.

3.8 Security Deposit. As security for the performance of Licensee’s obligations under this Agreement, contemporaneous with the execution and delivery of this Agreement, Licensee shall deposit (the “Security Deposit”) with Park District the sum of eight hundred sixty-seven dollars (\$867). Park District shall not be required to keep this Security Deposit in a separate account and Licensee shall not be entitled to interest thereon.

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

4.1 Indemnification. Licensee hereby indemnifies and shall defend and hold harmless the Park District, and its elected and appointed officials, officers, employees, volunteers and agents (the “Park Indemnitees”) from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys’, paralegals’ and consultants’ fees (the “Legal Expenses”), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any environmental laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, or its officers, officials, employees, agents, volunteers, and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to Licensee under this Agreement or its use of the Licensed Parking Area. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.1. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from the Licensee’s breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. Subject to the dates and times set forth in Sections 3.1 and 3.2 above, the term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023, unless earlier terminated by the Park District pursuant to Article 5, or otherwise by mutual written agreement of the Parties.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice: (i) upon Licensee’s default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances; or (ii) in the event Licensee abandons, discontinues, or otherwise ceases

operations. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date of termination that remains unsatisfied on the termination date, including but not limited to any obligation under Paragraphs 2.1, 3.4 and 4.1 above. Notwithstanding the foregoing, the Park District may terminate this Agreement upon not less than sixty (60) days prior written notice to Licensee's in accordance with Article 6 herein in the event the Park District requires the use of the Licensed Premises for park and recreational purposes as determined by the Park District's Board of Park Commissioners in its sole and absolute discretion.

ARTICLE 6 NOTICES

6.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective: (i) as of the date personally delivered; (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery; or (iii) at the time of being sent by email if delivery thereof is confirmed and notice has been sent to the following addresses and/or email addresses:

If to Licensee:

Attn: _____
Email: _____

If to the Park District:

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
Attn: Executive Director
Email: mbenard@wheatonparks.org

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

7.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, constitute the entire understanding of the parties with respect to the subject matter hereof.

7.4 Time of the Essence. Time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

7.5 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

7.6 Severability. If any term, condition or provision of this Agreement is adjudicated invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

7.7 Article Headings. The Article headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

7.8 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

7.10 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.11 Further Assurances. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

7.12 Joint Participation. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.

7.13 No Third Party Beneficiaries. This Agreement does not confer any rights or benefits on any third party.

7.14 Authorization. The undersigned duly authorized representatives of Licensee and the Park District represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement shall constitute a waiver by the Park District of any right, privilege or defense available to the Park District under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.”

7.16 Sexual Harassment Policy. Licensee certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite his/her signature below.

LICENSEE

By:_____

Date:_____

Its:_____

Attest:_____

Its:_____

WHEATON PARK DISTRICT

By:_____

President, Board of Park Commissioners

Date:_____

Attest:_____

Secretary, Board of Park Commissioners

EXHIBIT A

[Insert depiction and or description of Licensed Parking Area]

EXHIBIT B

Insurance Requirements

For purposes of this Exhibit B, Licensee Company, Inc. shall be referred to as "Licensee."

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any Park District facility, Licensee shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Exhibit A
Central Athletic Center
License Agreement for Access & Use

