



# Wheaton Park District

## PUBLIC NOTICE

**Wheaton Park District Board of Commissioners  
SUBCOMMITTEE MEETING  
Wednesday February 9, 2022 5:00 p.m.  
DuPage County Historical Museum  
102 E. Wesley Street, Wheaton, IL 60187**

### **Public Notice Date February 4, 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 February 9, 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](mailto:mbenard@wheatonparks.org)**

Michael J. Benard  
Secretary

**The Agenda for the February 9, 2022 Subcommittee Meeting is as Follows:**

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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](mailto:dsiciliano@wheatonparks.org)



# Wheaton Park District

## **Subcommittee Meeting of the Wheaton Park District Board of Commissioners**

**February 9, 2022 5:00 pm**

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

### **CALL TO ORDER**

### **DISCUSSION ITEMS**

#### **Finance and Administration**

1. Personnel Policy Manual – Review of Proposed Amendments
2. Information Technology – Review of Recommendation to Engage Inteliquent for VOIP Telephone Services
3. Information Technology – Review of Recommendation to Engage Peerless Network Inc. for Secondary Internet Services
4. Training and Performance Consulting – Review of Services Proposal from the Corporate Learning Institute
5. Rice and Northside Pools – Review of Recommended Season Opening Date
6. Memorial Park – Review of 2021 Events and 2022 Preview
7. Memorial Park – Review of Recommendation for Approval of Beer and Wine Sales during 2022 Events

#### **Buildings and Grounds**

1. Community Center Parking Lot Reconstruction Project – Review of Quotes for Surveying and Design Update from Wight Engineering
2. Equipment Purchase for Athletic Department – Review of Quotes for Soccer Goals
3. Equipment Purchase for Parks Department – Review of Sole Source Purchase of one ABI Force Infield Groomer through Traqnology.
4. Equipment Purchase for Parks Department – Review of Quotes for the Purchase of one Brite Striper #7000 Airless Riding Striper
5. Equipment Purchase for Parks Department and Arrowhead Golf Club – Review of the Quotes for one Steel Green SG52 Tank Chemical Sprayer
6. Native Area Management Services for Various Parks – Review of Bid Results and Recommendation
7. Rice Pool Concession Deck Seating – Review of Bid Results and Recommendation
8. Arrowhead Golf Club Shoreline Stabilization Project West #4 & #8 – Review of Bid Results and Recommendation
9. Arrowhead Maintenance Facility Roof Coating System – Review of Bid Results and Recommendation

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# Wheaton Park District

10. Central Athletic Complex – Review Recommendation for Termination of Cleaning Contract with Crystal Maintenance
11. Cosley Zoo Taylor Barn, Kiebler Barn and Aviary Building Siding Projects – Review Bid Results and Recommendation
12. City of Wheaton Requests for Temporary and Permanent Easements along Gary Avenue – Review of Professional Services Proposal from Day and Roberts for Development of Easement Agreement
13. Cosley Zoo Parking Lot Construction Project – Review of Project Schedule and Funding Sources

## 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

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TO: Board of Commissioners

FROM: Matthew Jay, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE: Comprehensive Revision and Update of the  
Wheaton Park District Personnel Policies

DATE: February 2022

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### **SUMMARY:**

As a best practice, and to keep up with frequently changing laws, a comprehensive legal update and review of our Personnel Policy Manual should be conducted every three years by an attorney. Our 2022 review was conducted by Senior Employment Counsel at HR Source. HR Source, formerly Management Association, is a contractual firm that provides the District with valuable resources that assist us in navigating the complex challenges and legal compliance issues related to the human resource management end of our business.

The comprehensive review and update was conducted by an HR Source attorney in November of 2021. The Policy Manual had minor edits, details added for clarification, and updates due to law changes. The major amendment changes to the policy manual are as follows:

- Recreated table of contents due to formatting issues. The table of contents will change once all red lined changes are accepted.
- Section 2.3 – Page 7 - Diversity Equity, and Inclusion Policy – suggested addition by HR Source.
- Section 2.7 – Page 9 - Immigration Law Compliance and Expiration of Work Authorization – Added by HR Source.
- Section 4.1 – Page 12 - Continuing Education/Tuition Reimbursement – added that an employee must have 12 months of service with the district before being eligible for reimbursement.
- Section 4.2 – Page 13 - Conferences, Seminars, and Workshops – clarified that they are open to full-time and part-time employees.
- Section 4.3 – Page 12 - Professional and Community Service Organization – clarified that this is only eligible for full-time employees.
- Section 5.3.2 Page 16 - Vacation – clarified that it accrues by a per pay period rate and added accrual amounts to make it more detailed for the employee.
- Section 7.1 Page 26 - Paid Medical Leave – clarified that it can only be used in a block of time rather than on an intermittent basis. Suggested addition by HR Source.
- Section 7.2 – Page 27 - Family and Medical Leave of Absence – clarified we utilize a rolling year rather than rolling back method of counting to ensure consistency. Suggested addition by HR Source.

- Section 10.5 – Page 43 - Substance Abuse Policy – added to prohibited activity and definition sections making it more detailed. Added by HR Source.
- Section 10.11 – Page 49 - Whistleblower Policy – created a whistleblower policy to comply with July 1, 2021, updates to the Illinois Whistleblower Act.
- Section 10.13 – Page 52 - Workplace Security and Inspections – created to safeguard property, help prevent the sale of illegal drugs, and prevent possession of illegal weapons on park district property. Added by HR Source.
- Section 11.1 – Page 54 - Use of Information Systems and Social Media – Changed title from Electronic Devices to Information systems and minor wording changes. Added by HR Source.
- Section 11.3 – Page 57 - Social Media Use Policy – added wording around monitoring employees’ public use, no expectation of privacy when using district equipment, ability to investigate and respond to all reports. Created a section with guidelines on District-Sponsored social media. Added by HR Source.
- Section 13.1 – Page 64 - Overtime/Timekeeping – changed who can approve administrative time off from the Supervisor to the Department Head with Executive Director approval.
- Updated Appendix to reflect position and board changes.

### **STAKEHOLDER PROCESS:**

Once the Park Board approves the personnel policy manual the manual will be distributed to department heads and employees.

### **RECOMMENDATION:**

Staff recommends the approval of the Wheaton Park District Personnel Manual dated February 2022.



# **Wheaton Park District**

## **Personnel Policy Manual**

**December 2019 February 2022**

Previously updated:

**December 2019**

**January 2018**

**December, August and February 2017**

**September and July 2016**

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# INTRODUCTION

## **1.1 Preamble**

The Wheaton Park District ("Park District" or "District") is composed of a variety of park areas, special recreation facilities, and program services which contribute to the wellbeing of individuals and families, to the attractiveness of neighborhoods, and to the social and economic health of the community. It is the goal of the Park District to develop and maintain a creative, efficient, responsive, and balanced leisure delivery system for all its citizens. A good employer/employee relationship is an essential component of the parks and recreation program. In an effort to achieve and maintain such a relationship, the Park District hereby adopts this Personnel Policy Manual ("Manual").

## **1.2 Purpose**

The purpose of this Manual is both to provide employees with general information and guidelines concerning their employment relationship with the Park District and to describe the Park District's expectations of its employees. This Manual is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to, the general policies and procedures described.

The Manual is not intended to create a contract of employment. Rather, it is simply intended to generally describe the Park District's policies and procedures, employee benefits, and general guidelines. Unless you have an employment agreement to the contrary, which is signed by the Executive Director of the Park District, your employment is at-will and may be terminated, with or without cause, and with or without notice, at any time at the option of either the employee or the District. See also At Will Status policy.

This Manual supersedes all previously issued manuals, policies, and notices that cover these same subject matters. An employee's decision to continue employment with the Park District after this revision, or following any future revisions, shall be deemed to constitute ~~his/her~~their agreement with all such revisions. The Park District and the Board of Park Commissioners reserve the right to unilaterally revise, supplement or discontinue any of the policies, guidelines, or benefits described in this Manual.

Applicable federal, state or local laws or regulations shall supersede these stated policies, until corrections can be published, in the following instances:

- If any of the policies are or become in conflict with federal, state, or local laws or regulations;
- If any omissions or inclusions cause conflict with federal, state, or local laws or regulations; or

- If typographical or printer error should cause conflict with any federal, state, or local laws or regulations.

A copy of this Manual will be given to each employee after hiring. The employee will be required to review the Manual and become familiar with its contents and acknowledge ~~his/her~~their receipt of the Manual in writing and understand that failure to comply with the provisions of this ~~Policy~~ Manual may result in disciplinary action, up to and including termination of employment. The Park District will try to keep employees informed of changes as they occur, by distributing copies of revised provisions to employees. A copy of the Manual will also be maintained in the Park District Human Resource Office and on the Park District intranet.

Any employee who desires to make suggestions regarding these policies may submit such suggestions in writing to the Office of the Executive Director of the Wheaton Park District ("Executive Director").

If there is any policy or provision in the Manual that an employee does not understand, ~~he/she~~they should seek clarification from the Human Resource Department or the Executive Director. Should there be any questions as to the interpretation of the policies or benefits listed in this Manual, or any exceptions; the final explanation and resolution will be at the sole and absolute discretion of the Executive Director, subject to federal, state, and local laws.

### 1.3 At-Will Status

Nothing contained in this Manual, Board policies, or any written or oral statement interpreting, explaining, or clarifying these policies by any member of the staff or Park Board, is intended to create an employment contract, or any type of binding agreement, either express or implied, between the Park District and any employee. Nor does this Manual guarantee any fixed terms or conditions of employment. Unless there is a written agreement signed by the Executive Director to the contrary, your employment is **at-will and may be terminated, with or without cause, and with or without notice, at any time at the option of either you or the Park District.**

## **EMPLOYMENT**

### **2.1 Equal Employment Opportunity Policy**

The Park District is an equal employment opportunity employer. The Park District gives fair consideration to all qualified persons, and affords all our employees opportunities for advancement according to their individual abilities, regardless of [actual or perceived](#) race, color, national origin, sex, pregnancy, sexual orientation, religion, age, disability, citizenship, ancestry, marital status, order of protection status, military status, genetic information, gender identity, or any other protected category, in accordance with state and federal laws. This policy of equal employment applies to all aspects of the employment relationship, including but not limited to: initial consideration for employment; job placement and assignment of responsibilities; performance evaluation; promotion and advancement; compensation and fringe benefits; training and professional development opportunities; formulation and application of human resource policies and rules; facility and service accessibility; and discipline and termination.

Any employee who believes this policy has been violated should report the situation to [his/her/their](#) supervisor or Human Resources. All such matters will be thoroughly investigated and rectified if a policy violation is identified. Please refer to Section 10.1 governing non-discrimination and anti-harassment for more detailed information concerning the District's investigative procedures. We strongly encourage use of this policy if necessary and assure employees that they need not fear any reprisals for bringing forth a good faith claim, regardless of the results of any investigation.

### **2.2 Reasonable Accommodations**

The Park District supports the Illinois Human Rights Act, Americans with Disabilities Act as amended, and Title VII of the Civil Rights Act of 1964 and will attempt to provide reasonable accommodations for people with disabilities, women affected by pregnancy, childbirth, or related conditions in the workplace, and for individuals' sincerely held religious beliefs unless such accommodations would present an undue hardship for the District.

Reasonable accommodations apply to all applicants and employees and include, but are not limited to: hiring practices, job placement, job duties, training, pay practices, promotion and demotion policies, and layoff and termination procedures.

A qualified person with a disability is any individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job the individual has or wants, and does not pose a direct threat to the health or safety of [himself/herself/the employee](#) or other individuals in the workplace. A qualified person eligible for an accommodation may also include a woman who is affected by pregnancy, childbirth, or related conditions and/or an individual who requires a workplace accommodation in order to practice [his/her/their](#) religion.

Contact your supervisor or Human Resources for further clarification regarding the Park District's policy on reasonable accommodation or to request a reasonable accommodation in the workplace.

### **2.3 Diversity, Equity, and Inclusion**

Diversity, equity, and inclusion are ~~core~~ important values of the Park District. We embrace and encourage our employees' differences in all aspects, including but not limited to, race, color, national origin, cultural background, age, gender, ethnicity, gender identity or expression, languages, national origin, physical and mental ability, political affiliation, religion, sexual orientation, parental status, marital status, educational levels, socio-economic status, military or veteran status, and other characteristics that make our employees unique.

As part of our commitment to a workplace culture that values and promotes diversity, equity and inclusion, and a work environment free of all forms of discrimination, harassment, and hostility, we promise to:

- Lead with respect and tolerance. We expect all employees to embrace this philosophy and to express it in workplace interactions and through everyday practices.
- Acknowledge and dismantle any inequities within our policies, systems, programs, and services.
- 
- Promote respectfulness, cultural awareness, and inclusivity by:
  - Fostering a collaborative work environment in which all employees participate and contribute, and individual differences and contributions are recognized and valued.
  - Empowering and providing a safe space for all employees to express themselves, exchange ideas, and feel heard; and
  - Encouraging employees to be open and receptive to others' experiences and perspectives.
- Regularly review all our employment policies, practices, and procedures so that fairness is maintained at all times.

### **2.4 Employment Practices/Nepotism/Preferential Treatment**

Due to the various specializations that exist within a parks and recreation agency, it is the policy of the Park District that employees of the District be certified or trained in their position's appropriate field. Recruitment and selection of management emphasizes this in a non-discriminatory manner.

It is also the policy of the District to hire, retain, and promote individuals based upon their qualifications and performance, as well as the needs of the Park District, and not on the basis of ~~patronage~~[nepotism](#) or other improper favoritism.

Members of an employee's family, or those in a close personal relationship with the employee, will not be considered for employment without prior approval from the Executive Director. Such approval is preceded by a determination that neither a conflict of interest, nor a situation exists whereby any family member or significant other has a supervisory/subordinate working relationship, or any other interference with the District's operations is likely to occur.

For purposes of this section, the term "family member" shall include the employee's spouse, child, parent, sibling, grandchild, grandparent, stepparent, parent-in-law, brother-in-law, sister-in-law, niece, nephew, cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. This policy must also be considered when assigning, transferring, or promoting an employee.

Employees who marry or establish close personal relationships may continue employment as long as it does not result in the above. [Employees must inform the Executive Director or Human Resources if they enter into a familial or close personal or romantic relationship to ensure that no actual or perceived conflict of interest is present.](#) If the conditions outlined above should occur, attempts may be made to find a suitable position within the organization to which one of the employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

## **2.45 Secondary Employment or Service**

The Park District recognizes that employees sometimes seek additional employment or hold office during their off hours. The Park District asks these employees to remember that, despite any outside obligations, their position with the District is their primary responsibility. The Park District reminds employees that working extended hours might adversely affect their health, endurance, and productivity. If the District determines that outside obligations interfere with the employee's performance or create an actual or apparent conflict of interest, the employee may be asked to discontinue their outside obligations.

The Park District does not consider additional employment or the holding of an office to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime.

[You should notify your supervisor or Human Resources immediately regarding any potential conflicts of interest you may have due to secondary employment. If the Park District determines that outside employment interferes with the employee's performance or creates an actual or apparent conflict of interest, the employee may be asked to terminate the outside employment.](#)

## **2.56 New Hire Reporting**

The District, or its designated third-party, will submit information on newly hired or rehired employees to the Illinois Department of Employment Security, New Hire Directory. The new Hire Reporting Program is part of the federal welfare reform law and includes increased efforts to locate absent parents who are not supporting their children. In addition, new hire reporting assists in reducing fraudulent unemployment and workers' compensation payments.

## **2.67 Immigration Law Compliance**

The Park District is committed to employing only those applicants who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must, in certain circumstances, complete a new I-9 form.

## **Expiration of Work Authorization**

Employees who have a work authorization that expires will need to provide an updated work authorization. Employees who fail to provide proof of their renewed authorization to work prior to the expiration of the authorization documented on their Form I-9 are subject to immediate termination.

## COMPENSATION

### **3.1 Employee Classifications**

It is the intent of the Park District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship, at will, at any time is retained by both the employee and the Park District.

Each employee is designated as either **Non-Exempt** or **Exempt** according to federal and state wage and hour laws. Non-Exempt employees are entitled to overtime pay and are under the specific provisions of federal and state wage and hour laws. Exempt employees are not entitled to overtime pay and are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

**3.1.1 Regular Full-Time** employees are those that have completed their introductory period and are regularly scheduled to work a minimum of 40 hours per week. Generally, they are eligible for the Park District's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

**3.1.2 Regular Part-Time** employees are those that have completed their introductory period and regularly work an average of less than 40 hours per week. They are eligible for some of the Park District's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**3.1.3 Temporary/Seasonal** employees are those who regularly work a 40-hour week or less over a designated, predetermined period of time, usually not to exceed nine (9) months. Temporary employees are not eligible for any of the Park District's benefit package except those required by law.

**3.1.4 Introductory** employees are those employees working within their first six (6) months of employment with the Park District. During this time, the employee has the opportunity to evaluate the work environment and discover if [the employeehe/she](#) is suited to and likes [his/hertheir](#) new position. Similarly, the introductory period provides the employee's supervisor a reasonable period of time to evaluate the employee's performance and determine if [the employeehe/she](#) appears to possess the aptitude and attitude necessary for him/her to meet the required standards and expectations of the position. An employee's introductory status may affect eligibility for some benefits — please see Human Resources for more information. Once the employee successfully completes the introductory period, the employee will be a regular employee. This is simply an administrative designation. It does not mean that the employee has a permanent job and is not in any other way inconsistent with the Park District's employment at-will policy.

The Park District reserves the right to extend or shorten the introductory period within its discretion.

### **3.2 Performance Evaluations**

The Park District is committed to providing you with ongoing feedback, both formal and informal, regarding your performance on the job. This typically includes verbal and/or written feedback throughout the year, as well as a formal documented performance review. Typically, the Park District formally evaluates a full-time employee's job performance at the end of the introductory period and then on an annual basis in December. Part-time employees generally receive a formal performance evaluation on an annual basis in December or January. However, nothing shall preclude the Park District from placing an employee on a more frequent cycle of evaluation where warranted. More frequent evaluations may typically occur during an employee's first six months of employment, following the employee's placement in a new position, and when deemed necessary by the employee's supervisor or the Executive Director due to performance or conduct concerns.

Performance reviews are designed to provide communication between the employee and supervisor on the employee's job performance. Criteria that will usually be evaluated include but is not limited to: quality and quantity of work performed; conduct and behavior; dependability; ability to get along with others; initiative, resourcefulness and creativity; and potential for future growth. Your performance review will also include a review of your strengths; identify any areas needing improvement; and goals and objectives that need to be achieved.

The review also serves as one of the criteria for determining salary adjustment recommendations. However, a salary adjustment does not necessarily result from a performance review.

### **3.3 Salary Basis and Review**

The initial rate of compensation shall be determined on the basis of the skills, experience, or other qualifications required for the position involved, as well as economic conditions, and any other factors deemed appropriate by the Executive Director. Any adjustments to employee compensation are made on the basis of several factors, including, but not limited to: the District's budget, the employee's current rate of compensation, the employee's performance rating, whether the employee received a recent adjustment, and other external market factors. Any adjustments to employee compensation are typically effective on, or around, January 1, or as otherwise determined by the Board.

## **PROFESSIONAL GROWTH**

### **4.1 Continuing Education/Tuition Reimbursement**

Consistent with potential benefit to the Park District and budget considerations, Educational assistance may be available to eligible full-time employees who wish to pursue degreed course work related to their employment with the Park District. Employees are eligible to receive assistance for one academic course per semester, not to exceed five (5) semester hours in any one term, at an in-state institution of higher education. Program course work must be completed outside the employee's regular working hours. Employees who are on probation or being counseled for performance issues are ineligible to participate.

To participate in this educational assistance program, an employee must have 12 months of employment with the district and make a written request detailing the planned courses ~~he/she~~the employee wants to take and how it relates to the employee's role with the Park District. Courses must specifically be related to the employee's current position or to the employee's career development with the Park District. The Park District has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. *Courses must be approved by the Executive Director prior to class enrollment in order to qualify for reimbursement.*

#### ***Reimbursement***

The maximum reimbursement that will be made to an individual employee is \$1,500 per 12-month period. Reimbursement will be provided upon satisfactory completion of the course (a grade of "C" or better in an undergraduate program, "B" or better in a graduate program) and receipt of a paid tuition bill and official grade report. Requests for reimbursement must be completed within 60 days of course completion.

Employees eligible for reimbursement from any other source (e.g., a government-sponsored program or a scholarship) may seek assistance under our educational assistance program but are reimbursed only for the difference between the amount received from the other funding source and the actual course cost. Total aid from the Park District and other sources may not exceed 100% of the costs and fees. Employees who voluntarily terminate or who are terminated will not be entitled to continued educational reimbursement from the Park District.

Tax consequences (if any) as a result of reimbursement under this policy are the sole responsibility of the employee. Taxable earnings (if applicable) may be added to overall earnings and reflected on an employee's W-2.

Contact Human Resources for more information or questions regarding this educational assistance policy.

## 4.2 Conferences, Seminars, and Workshops

~~The Park District values and encourages continuing education for all of its employees. In furtherance of this goal, t~~The Park District will make an effort to provide opportunities to ~~employees to~~full-time and part-time employees ~~to~~ attend conferences, seminars, and workshops which may be of benefit to the employee and which would help improve the Park District's operation or services. With the Executive Director's *prior* approval, the employee may receive reasonable reimbursement for the cost of travel, registration, meals, lodging, and other miscellaneous expenses resulting from attendance at such conferences, seminars, or workshops. However, such approval will be contingent upon both the budgetary limitations and the operational requirements of the Park District. Please see the Travel and Vehicle Use Policy located on the intranet or contact the Finance Department for more information regarding reimbursement of expenses.

## 4.3 Professional and Community Service Organization

The Park District, with the Executive Director's prior written approval, will pay the annual membership dues of professional and community service organizations on behalf of full-time employees, assuming such memberships relate to or benefit the District and the work it does in the community.

A professional organization shall be defined as any organization that provides professional growth and networking opportunities for employees, such as the National Recreation and Parks Association, the Illinois Park and Recreation Association, National Restaurant Association, Professional Golf Association, and Society for Human Resource Management. Community service organizations shall be defined as non-profit organizations that provide services to our community, such as the Lions, Rotary and Kiwanis clubs.

## **EMPLOYEE BENEFIT PROGRAMS**

### **5.1 Benefits in General**

Eligible employees of the Park District are provided a wide range of benefits. Benefits eligibility is dependent upon a variety of factors, including employee classification. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

A summary plan description (SPD), where applicable, which explains coverage of many of the benefits in greater detail is available. The actual plan documents, which are available by making a written request to Human Resources, are the final authority in all matters relating to benefits described in this Manual or in the SPD and will govern in the event of any conflict. The Park District reserves the right to change or eliminate any benefits at any time in accordance with applicable law.

### **5.2 Statutory Benefits**

#### **5.2.1 Illinois Municipal Retirement Fund**

The Illinois Municipal Retirement Fund (IMRF) is a retirement fund for public employees. All employees who work a minimum of one thousand (1,000) hours per year must contribute to IMRF through payroll deductions in an amount determined by statute. The Park District also contributes to IMRF on behalf of all participating employees. The retirement pension benefit is determined by a combination of date of hire, years of service, and average earnings. Employees may contact Human Resources or IMRF for more information.

#### **5.2.2 Workers' Compensation**

All employees are covered by the provisions of the Workers' Compensation Act and thus may be eligible for benefits in the event of an injury or illness arising out of and/or in the course of employment. To help ensure you receive full benefits under this law, employees are required to immediately report any claim of work-related illness or injury to their direct supervisor or any other available supervisor.

#### **5.2.3 School Visitation**

An employee who has worked at the Park District for at least six (6) months, and for an average of at least twenty (20) hours per week, may be eligible to take up to eight (8) hours of unpaid school visitation leave per school year to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours.

No more than four (4) hours of leave may be taken in any one day. Additionally, the employee may not take leave unless [the employee/he/she](#) has used all available vacation leave, personal days, and/or PTO time.

Before arranging attendance at the school conference or activity, the employee must provide the Park District with a written request for leave at least seven (7) days in advance of the requested time off. However, in an emergency, the employee may give twenty-four (24) hours' notice. In addition, the employee must consult with [their/his/her](#) immediate supervisor to schedule the leave so as not to unduly disrupt District operations.

School visitation leave shall be unpaid. The employee may choose, however, to make up the time missed due to school visitation leave on a different day or shift if such arrangement may reasonably be provided by the Park District. If the employee chooses not to make up the time missed, or an arrangement to make up such time cannot be made, the employee will not receive compensation for the missed time. Upon completion of a school visit, the employee may be required to produce documentation of [their/his/her](#) visit from the school administrator and submit such documentation to the Park District.

### **5.3 District Sponsored Benefits**

#### **5.3.1 Health Insurance, Dental, Vision, Group Life and AD&D**

The Park District provides employees regularly working 30 or more hours per week, and their eligible dependents, with health insurance, dental coverage, and vision coverage. Eligible employees may elect to enroll in these plans beginning on their first day of employment. Employees are required to contribute toward the cost of the health insurance premiums. Specific enrollment and plan information will be provided by Human Resources.

The Park District also offers all full-time employees group life insurance and accidental death and dismemberment (AD&D) insurance in case of certain serious injuries or death of the employee. Employees are eligible for coverage beginning on their first day of employment. These benefits are at no cost to employees and employees will be automatically enrolled upon starting employment.

The Park District offers employees the opportunity to make any required insurance premium payments on a pre-tax basis under a Section 125 Plan. Additionally, participating employees may make voluntary pre-tax contributions to flexible spending accounts for unreimbursed medical and/or dependent care expenses.

Employees should contact the Human Resource Department regarding enrollment, mid-year election changes, participation in the Section 125 Plan and flexible spending accounts, and any other questions involving the administration of these plans.

### 5.3.2 Vacation

Vacation time is provided to all regular full-time employees as a means of promoting health, rest, relaxation, and pleasure. Because the Park District recognizes the importance of vacation time, it provides paid vacation time, which accrues on per pay period a monthly basis. The ~~monthly accrual~~per pay period rate depends on their length of service as of their anniversary date.

Vacation time is accrued and granted as follows:

**First Year.** Employees ~~accrue~~earn twelve (12) days of vacation after completion of their first year of full-time employment.\* However, new employees will be given the opportunity to use six (6) days of that vacation after completion of the introductory period but prior to being granted the full allotment.

**Subsequent Years.** During an employee's second and subsequent years of continuous full-time employment, vacation days shall be granted on the employee's anniversary date in accordance with the following schedule:

#### Following the completion of the:

Length of Service	Vacation per pay period	Total Vacation per year
Second year of continuous full-time employment	4.0 hours	13 days
Third year of continuous full-time employment	4.31 hours	14 days
Fourth year of continuous full-time employment	4.65 hours	15 days
Fifth year of continuous full-time employment	4.93 hours	16 days
Sixth year of continuous full-time employment	5.23 hours	17 days
Seventh year of continuous full-time employment	5.55 hours	18 days
Eighth year of continuous full-time employment	5.85 hours	19 days
Ninth through nineteenth years of continuous full-time employment	6.16 hours	20 days
Twentieth year of continuous full-time employment (and thereafter)	7.70 hours	25 days

*\* Subject to the discretion of the Executive Director, newly hired management or supervisory employees may receive one-half (1/2) year of credit for each year of previous full-time professional experience deemed relevant to the operations of the Park District.*

#### a.) Employees Converting from Part-time to Full-time

A part-time employee of the Park District who accepts employment as a regular full-time employee shall be credited with years of continuous full-time employment for vacation purposes as follows: the Park District will calculate the total number of hours the employee worked on a part-time basis and convert this to the equivalent of full-time employment

based on a 2,080 hour full-time work year. The employee will receive one-half (1/2) year of credit for each full year of equivalent full-time employment worked for the Park District.

**b.) Scheduling Vacation**

Vacation must be taken in minimum increments of four (4) hours. Written requests to use vacation must be made to the employee's supervisor, on the appropriate vacation request form, at least two (2) weeks prior to the date desired for vacation. While the Park District will make every effort to provide employees with requested time off, no request for vacation will be approved when the effect would be to leave an office or department without adequate personnel to perform the required services during any working period. When the absence of multiple employees during the same period of time would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority.

An employee who resigns from employment with the Park District may not use a vacation day(s) during his/her/their final two (2) weeks of employment, without the express permission of the Executive Director.

**c.) Accumulation of Vacation**

It is recommended that all vacation days be taken annually during the calendar year in which they are accrued. However, unused vacation may be accumulated to a maximum of fifteen (15) days, in addition to the number of vacation days the employee is entitled to receive for the current year. Any unused vacation days in excess of this amount will be forfeited if not used by the end of the year in which they accrue (see example below). Vacation days are considered unused one year from the date on which they are granted. For example, an employee has fifteen (15) days of accumulated unused vacation and then receives sixteen (16) days of new vacation on his/her/the employee's 5<sup>th</sup> anniversary on June 1, 2018. If the employee only uses twelve (12) days of vacation between June 1, 2018 and May 31, 2019, the employee/he/she will forfeit four (4) unused vacation days on June 1, 2019. Any exceptions to this policy must be approved by the Executive Director.

An employee on an unpaid leave of absence of thirty (30) or more days shall cease to accrue any further vacation time during such absence and the employee's/his/her upcoming vacation entitlement shall be pro-rated for the year.

**d.) Vacation Pay & Payout**

Vacation days will be paid at the employee's base rate at the time the leave is taken. Vacation days do not include any special forms of compensation such as incentives, commissions, or bonuses.

When an employee terminates or resigns without having taken all earned vacation time, the monetary equivalent of all earned and unused vacation time shall be paid to ~~him or her~~the employee as part of ~~the employee's~~the employee's final compensation.

### 5.3.3 Holidays

The Park District observes the following holidays and will typically be closed:

- |                          |                             |
|--------------------------|-----------------------------|
| ◆ New Year's Day         | ◆ Labor Day                 |
| ◆ Martin Luther King Day | ◆ Columbus Day              |
| ◆ Presidents' Day        | ◆ Thanksgiving Day          |
| ◆ Memorial Day           | ◆ Friday After Thanksgiving |
| ◆ Independence Day       | ◆ Christmas Day             |

When a legal holiday falls on a Saturday or Sunday, the nearest working day will typically be declared a holiday. In addition, the Executive Director, at ~~their~~his/her discretion, may grant two and one-half (2½) additional holidays each year. A listing of the dates scheduled for the observance of holidays may be viewed in the Human Resource Department or the intranet.

### *Criteria for Holiday Pay*

The following conditions apply to the Park District's holiday pay policy:

- Regular full-time and exempt employees will be paid their regular rate and hours of pay, for up to 8 hours, for days which they are regularly scheduled to work.
- The time will be paid at the employee's base rate at the time the leave is taken. Paid time off for holidays does not include any special forms of compensation such as incentives, commissions, or bonuses.
- If a recognized holiday falls during an eligible employee's paid absence (such as vacation or personal time off), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
- Holidays will not be paid to any employee on an unpaid absence of 30 or more days.

### 5.3.4 Personal Days

Regular full-time employees who have completed at least six (6) months of continuous full-time employment (i.e., employed prior to July 1st) shall be granted two (2) personal days at the start of the next calendar year following the date of hire. A regular full-time employee who has completed less than six (6) months of continuous regular full-time employment (i.e., was employed after July 1st) shall be granted one (1) personal day at the start of the next calendar year.

### ***Notice of Personal Days***

Personal days may be taken in increments of four (4) hours for exempt employees and one (1) hour increments for non-exempt employees. If the use of personal leave is foreseeable, the employee must give the Park District seven days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures.

Approval shall be based on organizational needs. Unused personal days may not be carried over from year to year and are considered forfeited if not used by the end of the calendar year.

Personal days will be paid at the employee's base rate at the time the leave is taken. Personal days do not include any special forms of compensation such as incentives, commissions, or bonuses. When an employee terminates or resigns without having taken all earned personal days, the monetary equivalent shall be paid to the employee ~~him or her~~ as part of the employee's ~~this or her final~~ compensation.

### **5.3.5 Sick Leave**

Regular full-time employees are entitled to paid sick leave, which is granted by the Park District at the rate of one (1) sick leave day per month each calendar year of employment. Employees shall utilize sick leave for their own illness, injury, or medical appointment or for the illness, injury, ~~or~~ medical appointment, or personal care of a spouse, parent, legal guardian, grandparent, child, sibling, grandchild, mother-in-law, father-in-law, step-parent, step-child, or domestic partner. Employees absent from work due to a workers' compensation injury or occupational illness and who are receiving benefits through the Park District's Workers' Compensation Policy are not eligible to use paid sick leave.

### ***Notice of Sick Leave***

Sick leave may be taken in one (1) hour increments by non-exempt employees and four (4) hour increments by exempt employees. If the use of sick leave is foreseeable, the employee must give the Park District seven days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures. Employees may text or email a supervisor regarding an absence, but should leave a call back number where they can be reached for confirmation/clarification.

The Executive Director may require the employee to provide a doctor's note to substantiate the reason for the employee's absence.

### ***Sick Leave Pay***

Sick leave pay will be paid at the employee's base rate at the time the leave is taken. Sick leave pay does not include any special forms of compensation such as incentives, commissions, or bonuses.

### ***Sick Leave Accrual***

Employees may accrue and carry-over up to thirty (30) days of unused sick leave. An employee with thirty (30) days of accrued unused sick leave will continue to receive twelve (12) days each calendar year, as described above. However, following the end of each calendar year, employees will be paid out for half (1/2) of their unused sick days in excess of thirty (30) days. The remaining balance will be forfeited and, for eligible employees, applied toward additional [Illinois Municipal Retirement Fund \("IMRF"\)](#) service credit at the time of retirement from the District, in accordance with IMRF policy.

An employee on an unpaid absence of 30 or more days shall stop accruing sick time. Employees separating from employment with the District will not receive payment for any unused sick leave.

## **5.3.6 Paid Time Off**

Part-time employees who worked 1,000 hours or more the previous calendar year are eligible for paid time off (PTO) as follows:

<u>Years of Service</u>	<u>PTO Hours Earned Per Year</u>
1 – 4	24 hrs / 3 days
5 – 9	32 hrs / 4 days
10 – 14	40 hrs / 5 days
15 – 19	48 hrs / 6 days
20 and up	56 hrs / 7 days

This earned time, [in its entirety](#), is ~~granted~~[given](#) to employees in January of each year and must be used by the end of the [each](#) calendar year.

### ***Use of PTO***

PTO may be used for any purpose, including vacation, sick, or personal reasons. PTO must be taken in minimum increments of four (4) hours. If the use of PTO is foreseeable, the employee must give the Park District fourteen days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as

practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures. Employees may text or email a supervisor regarding an absence, but should leave a call back number where they can be reached for confirmation/clarification.

While the Park District will make every effort to provide employees with requested time off, no request for PTO will be approved when the effect would be to leave an office or department without adequate personnel to perform the required services during any working period. When the absence of multiple employees during the same period of time would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority.

An employee who resigns from employment with the Park District may not use PTO day(s) during ~~their~~<sup>his/her</sup> final two (2) weeks of employment, without the express permission of the Executive Director.

### ***PTO Pay***

PTO will be paid at the employee's base rate at the time the leave is taken. PTO does not include any special forms of compensation such as incentives, commissions, or bonuses.

### ***Accumulation of PTO***

PTO hours may not be carried over from one calendar year to the next. Any unused time at the end of the calendar year will be forfeited. Any accumulated and unused PTO at the time of termination/separation from employment will be paid with the employee's final pay.

### **5.3.7 Funeral Leave**

A regular full-time employee shall be granted up to three (3) days of paid leave, where necessary, to make funeral arrangements and attend visitation and/or funeral services in the event of the death of an "immediate family member", which would include a spouse, parent, legal guardian, grandparent, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or grandchild.

Additional paid or unpaid time or leave for persons not covered in the definition of "immediate family member" may be allowed in some circumstance, at the discretion of the Executive Director.

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Funeral leave will be paid at the employee's base rate at the time the leave is taken. Pay under this policy is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

The District may require any employee seeking leave under this policy to verify the death of the immediate family member, the employee's relationship to the immediate family member, and/or the employee's attendance at the funeral or memorial service.

### **5.3.8 Child Bereavement Leave**

An employee who ~~is eligible for leave under the federal Family and Medical Leave Act (FMLA)~~ has been employed by the Park District for at least 12 months and worked at least 1,250 hours in the last 12 months and who suffers the loss of a child may take up to two (2) weeks of unpaid leave for any or all of the following purposes:

- To attend the funeral or alternative to a funeral of the child;
- To make arrangements necessitated by the death of the employee's child; or
- To grieve the death of the employee's child.

For purposes of this policy, "child" means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

Leave under this policy is only available to employees who have not exhausted their FMLA leave entitlement at the time the bereavement leave is requested. In the event of the death of more than one child in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period. Bereavement leave must be completed within 60 days of the date on which the employee received notice of the death of ~~his/her~~their child.

An employee requesting leave under this policy generally must provide the organization with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

The Park District may require reasonable documentation in connection with leave taken under this policy.

### **5.3.9 Jury Duty Leave**

The Park District encourages employees to fulfill their civic duty by serving on a jury and will grant an employee the necessary time off. Full-time employees will be paid their regularly scheduled pay for up to three (3) days of jury duty, assuming the employee endorses the check ~~the employee~~he/she receives for jury duty service over to the Park District. If jury duty lasts longer than 3 days, an employee may use accrued vacation or personal time or take the time off without pay.

Jury duty leave will be paid at the employee's base rate at the time the leave is taken. Pay under this policy is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

It is the employee's responsibility to notify his/her/their supervisor as soon as possible after receiving the summons for jury duty. When not called to jury duty or where jury duty does not require a full day, employees must report to work. Employees who are "on call" for jury duty must report to work if not required to serve that day. Employees requesting and/or returning from jury duty leave will be required to provide verification of service.

## **USE OF DISTRICT FACILITIES, EQUIPMENT, AND RECREATION PROGRAMS**

### **6.1 Facilities**

Upon presentation of an identification card, regular full-time employees, their spouses and dependents (*i.e.*, those dependents who are eligible to participate in the Park District's health insurance benefits) receive complimentary use of the Rice Pool and Water Park, Northside Family Aquatic Center, Miniature Golf at Clock Tower Commons, Parks Plus Fitness Center, entrance to Cosley Zoo, and golf at Arrowhead Golf Club subject to the provisions of Section 6.3 of this Manual.

Upon presentation of an identification card, part-time employees who worked at least 1,000 hours in the prior calendar year receive complimentary use of the Parks Plus Fitness Center, Rice Pool & Water Park, Northside Family Aquatic Center, Miniature Golf at Clock Tower Commons, entrance to Cosley Zoo, and golf at Arrowhead Golf Club subject to certain limitations and the provisions of Section 6.3 of this Manual.

Each year, complimentary swimming, golf, and Parks Plus Fitness Center coupons will be issued to active part-time employees who worked less than 1,000 hours in the prior calendar year. This coupon entitles such employees admittance to Parks Plus Fitness Center, Rice Pool & Water Park, Northside Family Aquatic Center, Miniature Golf at Clock Tower Commons, and specific privileges at Arrowhead Golf Club on a coupon-by-coupon basis.

Complimentary privileges may be revoked at the sole discretion of the Park District for any reason, including without limitation, due to misuse. Such privileges ~~They~~ will also be immediately revoked upon termination of employment. Employees wishing to use other Park District facilities may do so at the prevailing resident rate.

### **6.2 Recreation Programs**

All employees are encouraged to participate in recreation programs offered by the Park District; however, employees are required to pay the prevailing resident fees/rates for participation in such recreation programs.

### **6.3 Restaurant and Golf Privileges**

Employees receive 50% off the retail value of food and non-alcoholic beverages at the Arrowhead Restaurant, when working. Personnel based at Arrowhead Golf Club may receive free fountain drink beverages, coffee, and tea when working.

Employees working in the Arrowhead Golf Club pro shop, are required to wear "Wheaton Park District" logo items and/or approved Arrowhead golf supplier logo wear. All full-time Park District pro shop staff shall receive three Arrowhead logo shirts per year at no cost. In addition, all Park District employees may purchase pro shop clothing at cost plus 10%.

Park District full-time staff, their spouses, and dependents (which includes those eligible to receive health insurance benefits under the District's policy), part-time golf operations staff, and year-round part-time Park District staff with three (3) or more years of Park District employment are allowed to make reservations and golf at no cost Monday through Thursday and on Saturday and Sunday after 2 pm. These individuals may not make tee times at any time on a Friday or on weekends/holidays before 2:00 pm. Golf during those times is on a standby basis only. Employees should never play during these times if a paying customer is waiting. That means that an employee who is waiting to play can be bumped from a group by a paying customer. This policy does not apply to professional golf staff.

## LEAVES OF ABSENCE

*Please note that while employees are on any type of leave of absence, they are not to do any work. This applies to all employees and all types of work. The only exception is if the employee or the employee's supervisor needs to touch base briefly about a work-related matter. However, any such communications should be brief and only in cases where communication is absolutely necessary.*

### **7.1 Paid Medical Disability Leave**

Regular full-time employees with at least one (1) year of continuous service immediately preceding the start of a disability-medical condition may be eligible for District-paid disability-medical leave of up to thirty (30) calendar days. During any approved paid disability leave, the employee will receive ~~his or her~~their full salary for up to thirty (30) calendar days. The medical leave must be taken in a continuous block of time. Please note that only the employee's normal regular work days will be paid during this period.

Eligible employees are required to exhaust "current year" and unused accumulated sick leave (excluding any unused accumulated sick leave documented solely for IMRF purposes), unused accumulated vacation days, and unused accumulated personal days before qualifying for such paid disability leave. Employees absent from work due to a workers' compensation injury or illness are not eligible for District-paid disability-medical leave, but rather, will be compensated in accordance with the District's Workers' Compensation policy.

Employees are required to request paid disability-medical leave at least thirty (30) days before the leave is to begin, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee is required to submit ~~their~~his/her request as soon as practicable. An employee who requests such leave may be required to submit a note from the employee's physician confirming the need for disability-medical leave. The Executive Director may also require the employee to have an independent examination by a physician selected and paid for by the Park District.

An employee who has been granted District-paid disability-medical leave shall not become eligible for subsequent District-paid disability-medical leave unless and until such employee has returned to regular full-time service for at least three (3) continuous calendar years immediately preceding the start of any subsequent disability.

Disability-Medical leave will be paid at the employee's base rate at the time the leave is taken. Disability-Medical leave is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

An employee who fails to return from District-paid disability-medical leave for any reason unrelated to the continuation, recurrence, or onset of the medical condition, may be required to repay the District an amount equal to the disability-medical leave pay received.

The Executive Director, in [his/her/their](#) sole discretion, may waive the repayment requirement.

## 7.2 Family and Medical Leave of Absence

*This policy contains information consistent with and in addition to the information contained in the “Employee Rights and Responsibilities” (found at the back of this Manual) and is meant to provide additional information about the District’s specific policies and procedures under the Family and Medical Leave Act. In the event of any conflict between the “Employee Rights and Responsibilities” and this policy, the “Employee Rights and Responsibilities” will prevail.*

**Basic Leave Entitlement:** Employees may be eligible to take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon return provided that the employee has worked for the District for at least 12 months AND worked at least 1,250 hours in the last 12 months [AND at least 50 employees are employed by the District within 75 miles of the employee’s work location.](#)

[The 12-month period in which the 12-week leave entitlement occurs shall be a ~~rolling~~ 12-month period measured backward from the date an employee uses any leave under FMLA or calendar year or insert your method for calculating the 12-month period.](#) ~~[IF YOU USE THE ROLLING BACK METHOD, KEEP THIS LANGUAGE OTHERWISE DELETE:]~~ [Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.](#)

**Reasons for Leave:** If an employee is eligible, the employee may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for such child; (2) the placement of a child with the employee for adoption or foster care; (3) to care for a spouse, son, daughter or parent (“covered family member”) with a serious health condition; or (4) because of the employee’s own serious health condition which renders the employee unable to perform the functions of the employee’s position.

Leave because of reasons one and two above must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the District who request leave because of reasons one or two or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period.

**Designation of Leave:** Please note that use of FMLA leave is not discretionary. If you qualify for and take leave for an FMLA-qualifying reason, the District will require you to use and will designate such leave as FMLA.

**Military Family Leave Entitlement:** If an employee is eligible, the employee may use the 12-week FMLA entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered

active duty of a spouse, son, daughter or parent. Qualifying exigencies may include: (1) attending certain military events; (2) arranging for alternative childcare; (3) addressing certain financial and legal arrangements; (4) attending certain counseling sessions; (5) addressing issues related to short-notice deployment; (6) spending time with a covered family member who is resting and recuperating; (7) attending post-deployment briefings; and (8) for certain activities relating to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty.

An employee may also be eligible for up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. *This single 12-month period begins with the first day the employee takes the leave.* A covered servicemember includes: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform [his/her/their](#) duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status; or (2) is on the temporary disability retired list; or (3) a covered veteran, meaning one who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and: (i) was a member of the Armed Forces (including a member of the National Guard or Reserves); (ii) was discharged or released under conditions other than dishonorable; and (iii) was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.

**Improper Use of FMLA:** Employees may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted an FMLA leave, the employee may be subject to immediate termination.

**Notice of Leave:** If the FMLA is foreseeable, the employee must give the District at least 30 days' notice in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures as detailed in the Attendance Policy.

**Medical Certification—Leave for Employee's Own or a Covered Family Member's Serious Health Condition:** If the employee is requesting leave because of the employee's own or a family member's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The District, at its expense, may require an examination by a second health care provider designated by the District, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the District, at its expense, may require a third, mutually agreeable health care provider to conduct an

examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave and employees may be required to present a fitness for duty verification upon their return to work following a leave for the employee's own illness specifying that the employee is fit to perform the essential functions of the job.

**Certification for a Qualifying Exigency:** If the employee is requesting leave because of a qualifying exigency arising out of a covered family member's active duty or call to active duty, the employee must supply a copy of the covered military family member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or called to active duty (including the dates of the active duty service). The District may also request additional information pertaining to the leave.

**Certification for Servicemember Family Leave:** If an employee is requesting leave because of the need to care for a covered servicemember with a serious injury or illness, the District may require the employee to supply certification completed by an authorized health care provider of the covered servicemember. In addition, the District may also request additional information pertaining to the leave.

**Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave:** If an employee is requesting leave because of the need to care for a covered veteran with a serious injury or illness, the District may require the employee to supply certification completed by an authorized health care provider of the covered veteran. In addition, the District may request additional information pertaining to the leave.

**Substitution of Paid Leave:** FMLA is unpaid leave. If you request leave for any FMLA covered reason, you shall be required to exhaust any remaining applicable sick, vacation, personal, PTO, and any other paid time off, in the order specified. The exhaustion of such paid leave [runs concurrently to FMLA leave and](#) does not extend the leave period. In addition, if you are eligible for any additional paid leaves, such as disability or workers' compensation, these leaves will also run concurrently with FMLA (where appropriate) and will not extend the leave period. When using paid leave in conjunction with FMLA, employees must comply with the requirements of the applicable paid leave policy.

**Benefits During Leave:** During an approved FMLA leave, the District will maintain your health benefits as if you continued to be actively employed, [but the employee must continue to pay their share of the premium](#). If paid leave is substituted for unpaid FMLA leave, the District will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless your failure to return is due to: (1) the continuation, recurrence, or onset of a serious health condition of yours or your family member, or a serious injury or illness of a covered servicemember, which would entitle you to FMLA leave, or (2) other circumstances beyond your control.

An employee on an unpaid leave of absence of thirty (30) or more days shall cease to accrue any further vacation time during such absence and the employee's upcoming vacation entitlement shall be pro-rated for the year. Also, during the unpaid portions of FMLA leave, the employee will not receive pay for holidays. Employment benefits accrued by the employee up to the day on which the unpaid FMLA leave begins will not be lost.

**Intermittent Leave:** Leave ~~due to because of~~ a serious health condition, to care for a servicemember with a serious injury or illness, or because of a qualifying exigency may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if necessary. When the leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the District's operations. If leave is unpaid, the District will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced scheduled leave, the District may temporarily transfer the employee to an available alternate position which better accommodates the recurring leave and which has equivalent pay and benefits. A fitness for duty certification may be required to return from an intermittent absence if reasonable safety concerns exist concerning the employee's ability to perform job duties.

**Job Restoration:** If the employee wishes to return to work at the expiration of the approved FMLA leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits, and other terms and conditions of employment. If the employee takes leave because of the employee's own serious health condition, the employee may be required to provide medical certification that the employee is fit to perform the essential functions of the job. Employees failing to provide the certification will not be permitted to resume work until it is provided.

### **7.3 General Leave of Absence**

Occasionally, for personal or other reasons, an employee may need to apply for an unpaid general leave of absence when ~~he or she~~the employee does not qualify for a leave under another of the District's leave policies. This leave of absence is typically granted for a maximum of up to 30 calendar days. A request for more than 30 days will be approved on a case-by-case basis by the Executive Director.

An employee must apply in writing for this leave of absence and submit ~~his or her~~their request to the Human Resources Department. Requests for leave should be made at least 120 calendar days prior to the start of the leave, or if that is not possible, as soon as feasible. The request should set forth the reason for the leave, the date on which you wish the leave to begin, the date on which you will return to active employment with the District, and any documentation supporting your need for leave. In cases of leave due to medical reasons, an employee will need to provide a doctor's note, specifying, among other things, the reason for leave and anticipated amount of leave needed. The granting of a leave of absence, and the terms and conditions surrounding the leave of absence, are at the sole discretion of the Executive Director.

Approval of a general leave will typically be based on the operational requirements of the organization, availability of temporary substitute employees, the work and value of the employee, and the reason for the request. A leave of absence will not be granted to allow an employee time off to seek employment elsewhere, to work for another employer, to contract/consult for another employer, or become self-employed.

While the District will make every effort to reinstate the employee to ~~his or her~~their previous position, there are no guarantees. Failure to return from a leave of absence at the time agreed upon will normally result in immediate termination of employment. Requests for an extension of a general leave of absence should be submitted in writing to the Human Resource Department.

#### **7.4 Sabbatical Leave**

Regular full-time employees may request unpaid sabbatical leave (not to exceed one year) to engage in a course of study or research which will benefit the Park District. Such a leave must be approved in writing by the Executive Director. For more information on applying for a leave, and the terms and conditions relating to extended leaves, see the General Leave of Absence policy.

#### **7.5 Military Leave**

Leaves of absence for Military or Reserve duty are granted to all employees of the District. Employees called to active Military duty or to Reserve or National Guard training, or volunteering for the same, should submit copies of their Military orders to their supervisor as soon as is practicable. Employees will be granted a Military leave of absence for the period of Military service in accordance with applicable Federal and State laws. Employees who are reservists or members of the National Guard are granted time off for required Military training. This leave of absence includes time off for: (i) service in a federally recognized auxiliary of the U.S. Armed Forces when performing official duties in support of military or civilian authorities as the result of an emergency; (ii) service covered in the Illinois State Guard as defined by the Illinois State Guard Act; and (iii) a period for which an employee is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System.

An employee's eligibility for reinstatement after the completion of military leave, benefit continuation/eligibility, and payment for such leave is determined in accordance with applicable Federal and State laws. Employees may elect, but are not required, to use any vacation, personal, or PTO time entitlement for any portion of the absence that may be unpaid. Training leaves will not normally exceed two weeks per year, plus reasonable travel time.

## 7.6 Victims' Economic Security and Safety Act Policy~~Leave~~

All employees, both full and part-time, are eligible for unpaid victims' economic and security and safety (VESSA) leave for up to 12 weeks in a 12-month period for any one or more of the following reasons:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic, sexual, or gender violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, sexual, or gender violence or ensuring economic security; and/or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic, sexual, or gender violence.

### *Definitions*

- "12-Month Period" - means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.
- "Family or Household Member" - means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.
- "Parent" - means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- "Son or Daughter" - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

- "Domestic, Sexual, or Gender Violence" - means domestic violence, sexual assault, gender violence, or stalking.

### ***Intermittent or Reduced Leave***

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule.

### ***Substitution of Time Off***

An employee may elect to substitute accrued paid vacation, sick, personal time, PTO, or any other applicable paid time off for any part of VESSA leave. Such substitution will not extend the employee's total allotment of time off under this policy [\(time will run concurrently\)](#).

### ***Notice Requirement***

An employee is required to give 48 hours' notice to the District in the event of foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known.

### ***Certification***

- For leaves taken pursuant to this policy, the employee may be required to submit a certification demonstrating the need for the leave. The certification must be provided by the employee as soon as reasonably possible, but in most cases, within 15 days after requested.
- The certification requirement may be satisfied by the submission of a sworn statement from the employee and one of the following:
  - Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member has sought assistance from in addressing domestic, sexual, or gender violence and/or its effects;
  - A police or court record; or
  - Other corroborating evidence.
- All documentation related to the employee's need for the leave pursuant to this policy will be held in strict confidence and will only be disclosed as required/permitted by law.

### ***Effect on Benefits***

During an approved VESSA leave, the District will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid VESSA leave, the District will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of the continuation, recurrence, or onset of domestic, sexual, or gender violence or other circumstances beyond your control.

### ***Job Protection***

If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If you take leave because of your own medical condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Human Resource Department. Employees failing to provide the Return to Work Medical Certification form will not be permitted to resume work until it is provided.

### ***Reasonable Accommodations***

The District supports VESSA and will attempt to provide reasonable accommodations for qualified individuals who are entitled to protection under this Act in a timely fashion, unless such accommodation would present an undue hardship for the District.

Reasonable accommodation applies to applicants and employees and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic, sexual, or gender violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic, sexual, or gender violence.

A qualified individual under this Act is an individual who, but for being a victim of domestic, sexual, or gender violence or with a family or household member who is a victim of domestic, sexual, or gender violence, can perform the essential functions of the employment position that such individual holds or desires.

Should you wish to request a reasonable accommodation pursuant to this policy, please contact Human Resources.

## **COMPLAINT PROCEDURE**

### **8.1 Open Door Communications/Problem Solving Procedure**

The Park District is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which employees feel free to share any problem, complaint, suggestion, or question. The District believes that open and direct communications will result in better working conditions for everyone and will do its best to timely and effectively respond to all employee concerns.

If an employee has a problem, complaint, suggestion, or question, the following procedure should be utilized:

**Step One:** The employee should discuss the situation with [his/her/their](#) supervisor as soon as possible. The employee should give the supervisor an opportunity to investigate and then get back to the employee.

**Step Two:** If the employee is not satisfied with the supervisor's response or feels the problem is not resolved, the employee may present the problem in writing to [his/her/their](#) Department Head, and, again, as soon as possible. The employee should give the Department Head an opportunity to reconsider the situation and get back to the employee.

**Step Three:** If the employee is still not satisfied that the problem is resolved, the employee may present the problem to the Executive Director, or [his/her/their](#) designee. As before, this should be done in writing as soon as possible. The Executive Director, or designee, will consider the situation and get back to the employee. The Executive Director's, or [his/her/their](#) designee's, decision will be final.

## **ENDING EMPLOYMENT**

### **9.1 Separation of Employment**

As mentioned elsewhere in this Manual, all employment relationships with the District are on an at-will basis. Thus, although the District hopes that its relationships with employees are long-term and mutually rewarding, the District and the employee both reserve the right to terminate the employment relationship at any time and for any reason.

Employees desiring to terminate their employment relationship with the District in good standing are ~~encouraged~~<sup>asked</sup> to notify their supervisor at least two weeks (four weeks is preferable) in advance of their intended termination. Such notice should be given in writing to the employee's supervisor. Proper notice generally allows the District sufficient time to calculate all accrued overtime (if applicable) as well as other monies to which the employee may be entitled and to include such monies in the final paycheck.

Exit interviews are normally scheduled for outgoing employees after the notice of intent to terminate is received. The purpose of this interview is to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, and to provide employees with an opportunity to discuss their job-related experiences. Thereafter, the supervisor shall collect all District property that may be in the employee's possession (uniforms, keys, tools, laptops, cell phone, etc.).

Employees who terminate their employment relationship in good standing with the District are welcome to reapply for employment with the District in the future.

## **EMPLOYEE CONDUCT**

### **10.1 Non-Discrimination and Anti-Harassment Policy**

The Park District is committed to maintaining a work environment that is free of all forms of discrimination and harassment, including sexual harassment, which are all illegal under the Illinois Human Rights Act (IHRA) and Title VII of the U.S. Civil Rights Act of 1964 (Title VII). In keeping with this commitment, the organization will not tolerate discrimination against or harassment by anyone, including any supervisor, employee, vendor, customer, contractor, or other regular visitor of the Park District. Violation of this policy shall be considered grounds for disciplinary action up to and including termination.

#### ***Discrimination***

Discrimination consists of employment actions taken against an individual based on an actual or perceived characteristic protected by law, such as sex, race, color, ancestry, national origin, citizenship status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law. In other words, discrimination occurs when an individual is treated differently or unequally because the individual is a customer of or a perceived customer of a protected group.

#### ***Harassment***

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status such as race, color, ancestry, national origin, citizenship status, religion, sex, pregnancy, sexual orientation, gender identity, age, disability, marital status, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law. The Park District will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

The conduct forbidden by this policy specifically includes, but is not limited to: (a) epithets, slurs, negative stereotypes or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person because of his or her protected status.

#### ***Sexual Harassment***

Sexual harassment, as defined by the IHRA, consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
2. Submission to or refusal to engage in such conduct is used as the basis for any employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment, as defined above, may include, but is not limited to:

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, leers, gestures, teasing, sexually explicit or obscene jokes, remarks or questions of a sexual nature;
2. Graphic or suggestive comments about an individual's dress or body;
3. Displaying sexually explicit objects, photographs, writings, or drawings;
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body; or
5. Suggesting or demanding sexual involvement of another employee, whether or not such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns.

Even if two or more individuals are engaging in consensual conduct, such conduct could constitute harassment of or discrimination against another individual who witnesses or overhears the conduct.

### ***Investigation Procedure***

Everyone is responsible to help ensure that harassment and discrimination do not occur and are not tolerated. The Park District strongly urges the immediate reporting of discrimination or harassment, regardless of the offender's identity or position. An individual who believes that he or she has been subjected to sexual or other types of harassment or discrimination, or who has witnessed harassment or discrimination, should immediately submit a complaint to ~~his or her~~<sup>their</sup> supervisor, any other manager or supervisor, Human Resources, or the Executive Director. If a manager or supervisor receives a complaint of harassment or discrimination or becomes aware of such conduct, the complaint or conduct shall be immediately reported to the Human Resources Department and/or the Executive Director. The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassment or discrimination from promptly advising the offender that their conduct is unwelcome and requesting that it immediately cease.

The Park District, or its designee, shall promptly investigate all complaints and make all reasonable efforts to resolve the matter informally. These efforts may include, but are not limited to, convening conferences with the complainant and/or the accused harasser/discriminator to discuss the complaint and the results of the investigation.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the Park District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

A substantiated complaint against an employee will subject the individual to disciplinary action, up to and including termination. The Park District will also take appropriate action to address a substantiated complaint of discrimination or harassment by a third party or non-employee. If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, including the possibility of discharge.

### ***Retaliation Prohibited***

Reporting harassment or discrimination or participating in an investigation will not reflect adversely upon an individual's status or affect future employment or work opportunities. Any form of retaliation against an individual who reports harassment or discrimination or participates in an investigation is strictly prohibited by the Illinois Human Rights Act, the Illinois Whistleblower Act, Title VII of the Civil Rights Act of 1964, and Park District policy. Any employee who retaliates against another for exercising his or her rights under this policy shall be subject to discipline, up to and including termination. The Park District will also take appropriate action to address a third party or non-employee who engages in retaliation.

### ***Resolution Outside the Park District***

The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an individual has the right to contact the Illinois Department of Human Rights (IDHR) and/or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR or EEOC complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense.

#### **Contact Information:**

##### **Illinois Department of Human Rights (IDHR)**

- Chicago: 312-814-6200 or 800-662-3942; TTY: 866-740-3953
- Springfield: 217-785-5100; TTY: 866-740-3953
- Marion: 618-993-7463; TTY: 866-740-3953

##### **Illinois Human Rights Commission (IHRC)**

- Chicago: 312-814-6269; TTY: 312-814-7460
- Springfield: 217-785-4350; TTY: 217-557-1500

##### **United States Equal Employment Opportunity Commission (EEOC)**

- Chicago: 800-669-4000; TTY: 800-869-8001

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## **10.2 Disciplinary Action**

As integral members of the District, employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity. Employees are consequently encouraged to observe the highest standards of professionalism at all times.

The following is a list of behaviors that could result in disciplinary action up to and including termination. Be aware that this list is not intended to be “all inclusive,” and that other behaviors may, at the District’s discretion also result in disciplinary action up to and including termination. Establishment of these standards of conduct does not alter the employment at-will relationship. Employees should seek further clarification from their supervisor on issues related to conduct if they do not understand a particular rule or are uncertain regarding a particular behavior.

Evidence of the following actions ~~shall be~~ may constitute sufficient reason for disciplinary action, including, without limitation, dismissing, demoting, suspending, or reprimanding an employee, depending on the circumstances:

- Acceptance of an unauthorized fee, gift, or other thing of value, for personal use, in the course of, or in connection with, work.
- Failure to perform work in a safe manner or to take steps to eliminate and/or report a safety hazard.
- Falsifying an employment application, time sheet, expense report, personnel or other documents, or records of the District.
- Misuse of District benefits.
- Unauthorized possession of District, resident, or employee property.
- Possession, distribution, or use of explosives or weapons on the District’s premises, in accordance with the Illinois Firearm Concealed Carry Act.
- Fighting and/or other disorderly conduct.
- Dishonesty, fraud, theft, or sabotage against the District or its employees.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees of the District or residents.
- Insubordination or failure to perform reasonable duties which are assigned.
- Unauthorized, inappropriate, or negligent use of material, time, equipment, or property of the District.
- Damaging or destroying District or resident property through careless or willful acts.

- Performance that does not meet the requirements for the position, including inefficiency, incompetency, inattentiveness, or negligence in the performance of duties.
- Negligence in observing fire prevention and safety rules.
- Abuse or negligence of our security or confidential materials.
- Installing unauthorized or illegal copies of software on a District-owned computer.
- Repeated tardiness or absence; failure to report for work without a satisfactory reason; leaving work early without permission; abuse of leave privileges.
- Violation of the District's [policies, including, without limitation, the](#) drug/alcohol policy.
- Failure to cooperate with District audits or investigations.
- Rudeness and other inappropriate [or unprofessional](#) behavior towards residents or District employees.
- Any behavior that results in an employee not performing [his/her/their](#) job, including sleeping on the job.
- Violations of local, state, or federal law.
- Engaging in such other practices as the District determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the District, its employees, or residents.

### 10.3 Disciplinary Procedure

Should performance, work habits, conduct, or demeanor become unsatisfactory in the judgment of the Park District, based on violations either of the above or of any other of the District's policies, rules, or regulations, an employee may be subject to disciplinary action as follows:

- |                  |   |
|------------------|---|
| • First Offense  | Verbal Warning  |
| • Second Offense | Written Warning   |
| • Third Offense  | Disciplinary Suspension/Final Warning and/or Performance Improvement Plan |
| • Fourth Offense | Demotion/Reduction in Pay and/or Discharge                                |

Discipline may begin at any step, including immediate discharge (especially during

the early stages of employment), dependent upon the severity of the incident. The progressive disciplinary steps and the failure to follow the steps in every situation does not in any way create a contractual right to continued employment.

Sometimes the Park District will find it necessary to investigate the infraction for which an employee may face discharge. In this case, the District may suspend the employee, with or without pay, pending the investigation. The objective of this suspension will be to determine if discharge is the proper decision. Following the investigation, if the District decides not to discharge the employee, the employee will be reinstated with or without back pay, depending on the circumstances.

#### **10.4 Attendance and Punctuality Policy**

Consistent attendance and punctuality contribute to the success of the District's business operations. Attendance problems disrupt operations, lower productivity, and create a burden on other employees. All employees of the District are expected to assume responsibility for their attendance and promptness.

##### ***Rules Concerning Attendance***

- Any employee who plans to be out of the office, including arriving late or leaving early, should receive advance approval from his/her/their supervisor.
- If it is not feasible for an employee to make arrangements in advance for the time away from the office, the employee is required to contact his/her/their supervisor as soon as possible, and at least one (1) hour prior to the employee's normal starting time. If you cannot reach your immediate supervisor, contact your department head. Be prepared to explain the reason for the time away from the office and provide an expected date/time of return to work.
- Employees must personally contact the District on a daily basis during all absences, except those arranged in advance.
- The Park District may require that documentation substantiating the reason for the absence be furnished.
- In instances of absence due to an employee's health, the District reserves the right to require the employee to obtain a doctor's report explaining the condition and the doctor's restriction that the employee not work. Ordinarily any absence due to illness or injury over three consecutive days requires a report from the attending doctor. In addition, where deemed appropriate, the District may delay its decision as to the employee's physical fitness to return to work until a doctor's report is submitted. The District may require that additional documentation substantiating the reason for the absence be furnished.
- You must personally contact the District on a daily basis during all absences, except those arranged in advance with your supervisor and/or the District.
- In instances of absence due to your health, the District reserves the right to require you to obtain a doctor's note justifying your absence. Ordinarily, any absence due

to illness over three consecutive days requires a report from the attending doctor. Where deemed appropriate, the Park District may delay its decision as to your physical fitness to return to work until a doctor's report is submitted.

- Excessive absenteeism or tardiness or repeated unexcused absenteeism or tardiness may result in disciplinary action up to and including termination of employment.
- Three (3) consecutive working days of absence without notice to the District typically constitutes job abandonment and results in termination of an employee as a voluntary separation. If the employee's absence is later determined excusable on conditions that rendered prior notice impossible, the charge of absence without leave may be changed to paid leave or unpaid leave as applicable.

## **10.5 Substance Abuse Policy**

The Park District has a longstanding commitment to provide a safe and productive work environment. Alcohol and drugs in the workplace, including cannabis, pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the District is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

### ***Prohibited Activity***

Whenever employees are working, operating District vehicles, or present on District premises, they are prohibited from:

- using, consuming, possessing, buying, selling, manufacturing, or dispensing illegal drugs, cannabis, or alcohol, except a moderate amount of alcohol may be consumed at approved District events, provided such consumption does not adversely affect an employee's behavior or judgment and, if the employee will drive a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle; and
  - being under the influence of alcohol, cannabis, or illegal drugs.
2. This Policy does not prohibit employees from the lawful use and possession of prescribed medications, except that employees may not use or possess cannabis (even medical cannabis) on District premises, while operating a District vehicle, or while working. Employees are responsible for consulting with their doctors about a medication's effect on their ability to work safely, and promptly disclosing any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician's prescription nor other medical reason will be an acceptable excuse

for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to do so.

~~The possession, consumption, purchase, sale, transfer, or distribution of alcohol on District premises is prohibited. Accordingly, no employee shall be under the influence of alcohol while on District premises or while performing District business off District premises. The only exception is that with the prior approval of a supervisor, a moderate amount of alcohol may be consumed at approved organization events or during business related activities provided such consumption does not adversely affect an employee's behavior or judgment and, if the employee will drive a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle. A violation of this moderate consumption rule will result in discipline up to and including termination of employment.~~

### Definitions

-“Legal drugs” are: (1) drugs that are permitted under state or federal law, (2) obtained by an employee with a physician’s prescription or over-the-counter, and (3) used for the purposes for which they were prescribed or sold. Employees using cannabis must be aware of any potential effect such drugs may have on their judgment or ability to perform their duties and should not possess, use, or be under the influence of any cannabis while performing their duties, while on District property, or while operating vehicles for the District. Employees are responsible for consulting with their doctors about a prescription medication’s effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician’s prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to so.

“Illegal drugs” are drugs or controlled substances that are: (1) not legally obtainable under federal or state law, or (2) legally obtainable under federal and state law, but not obtained and/or used in a lawful manner. This definition includes, but is not limited to, cocaine, PCP, heroin, LSD, amphetamines, and barbiturates, but, for purposes of this policy only, does not include cannabis. ~~The use, purchase, sale, transfer, possession, being under the influence, or the presence in one’s system of a detectable amount of an illegal drug by any employee is prohibited: (1) on the District’s premises or (2) where the employee is performing District business off District premises.~~

“Cannabis” includes, all forms of cannabis or marijuana, including both recreational and medical cannabis and marijuana.

“District Premises” includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the District.

“Refuse to Cooperate” means to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen(s) for testing when directed.

**“Reasonable Suspicion or “Reasonably Suspects”** means a good faith belief that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee’s performance of the duties or tasks of the employee’s job position, including, without limitations, symptoms of the employee’s speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property, disruption of business operations, or carelessness that results in the injury to the employees or others.

**“Under the Influence of Alcohol”** means an alcohol concentration of .04 or more, or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

**“Under the Influence of Cannabis”** means actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of cannabis use, which may or may not be accompanied with a confirmed positive test result.

**“Under the Influence of Illegal Drugs”** means a confirmed positive test result for illegal drug use or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of illegal drug use.

### ***Testing for alcohol and drugs***

The District will require a drug, cannabis, and/or alcohol test of any employee where there is a reasonable suspicion to believe that they/he/she may be using drugs, cannabis and/or alcohol on District premises or may be under the influence of drugs, cannabis, or alcohol while working, on District premises, or operating District vehicles. ~~“Reasonable suspicion” will be based on objective factors such as the employee’s appearance, speech, behavior, or other conduct or facts that indicate the employee is under the influence of illegal drugs, cannabis, alcohol, or any or all of the above.~~ Involvement in an injury or accident at work or while performing District business may also be grounds for testing if a member of management has a reasonable belief that drugs, cannabis and/or alcohol may have contributed to the injury or accident. Employees will be required to sign a consent and release form prior to drug or alcohol testing. Test results will be kept confidential to the extent possible and consistent with applicable law.

Employees who refuse to cooperate in required tests, test positive for alcohol, cannabis, or illegal drugs, or use, possess, buy, sell, manufacture or dispense alcohol, cannabis, or illegal drugs in violation of this policy (as discussed above) will be terminated. In addition, if an employee fails to report immediately to the testing location upon request, comply with any testing procedures (including attempting to substitute, dilute, or otherwise change specimens to be tested) and/or fails to provide specimens unless medically incapable, the

employee/he/she will be considered as refusing to test and subject to discipline, up to and including termination.

The laboratory conducting the tests shall transmit positive drug test results to a doctor ("MRO"), retained by the District, who shall offer persons with positive results a reasonable opportunity to establish that their results are caused by lawful prescribed medicines or other lawful substances. (A medical cannabis prescription or a claim that cannabis was used "off duty" is not a defense to a reasonable suspicion test). Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's or applicant's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.

### ***Notification of Drug Conviction***

Employees must notify the District of any criminal drug conviction no later than five days after such conviction. For purpose of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession, or use of any controlled substance or cannabis. Failure to notify your supervisor or Human Resources may subject the employee to disciplinary action, up to and including dismissal.

### ***Employee Assistance Program***

The District will assist and support employees who voluntarily seek help for alcohol or drug problems *before* they become subject to disciplinary action under this or other District policies. Employees who seek such assistance will be allowed to use accrued time off, placed on leaves of absence, where available, referred to treatment providers or otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests.

### **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

## **10.6 Smoking**

No smoking of any kind will be permitted in District-owned or leased vehicles or on District premises, including within 15 feet of any entrance, exit, window, ventilation intake office or work area, restroom, conference or classroom, break room or cafeteria and/or other common area. This policy also applies to the use of smokeless tobacco and/or herbal products as well as e-cigarettes and cannabis.

Smoking is only allowed during authorized break times and in authorized areas. This policy applies equally to all employees, residents, and visitors

## **10.7 Personal Appearance**

Work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization. Employees are relied on to exercise common sense and good judgment regarding their clothing and appearance in the workplace and to dress in a manner that is consistent with the goals of this policy. Employees are expected to present a neat, clean, and well-groomed appearance and to dress according to the requirements of their position, which may include concerns about safety/interactions with members/visitors, and accurately representing our organization's image to the public.

*Unacceptable attire* includes spandex or lycra clothing, flip-flops, tube tops, halter tops, shorts, lingerie-style tops, bare backs, bare midriffs or off the shoulder tops, beach wear, provocative attire (i.e. braless or micromini look), work out or athletic clothes, tennis shoes, cutoffs, and underwear worn as outerwear.

Employees who are assigned to attend District meetings or workshops should be particularly conscious of maintaining dress and grooming standards that present a more professional image than the day-to-day casual dress normally permitted.

Employees are also asked to consider others when wearing or maintaining in their work space any type of strong smelling substance, including but not limited to, perfumes, aftershaves, colognes, potpourri, or other such substances. Employees are expected to maintain appropriate hygiene standards while at work or performing District work.

Employees who have questions about the dress code should speak to their supervisor or Human Resources. An employee who reports for work in violation of this policy may be sent home (with or without pay) to correct the violation.

In the event that the dress and grooming requirements above conflict with a sincerely held religious belief, an accommodation will be considered, and an exception may be granted

## **10.8 Ban on Certain Gifts and Rewards**

In accordance with the State Officials and Employee Ethics Act, employees are prohibited from accepting substantial gifts or entertainment from persons doing business or seeking

to do business with the District. For more information on this policy, please see Human Resources.

## **10.9 Confidentiality Policy**

All employees must safeguard confidential information obtained as a result of working for the District. This confidential information includes, but is not necessarily limited to: personal resident information, technical information, systems information, processing, delivery systems, and in particular, any material identified by the District as “proprietary and confidential.”

Access to confidential information should be on a “need to know” basis and must be authorized by the Executive Director. Unauthorized use or disclosure of any confidential information will cause irreparable harm to the District. The District may seek all remedies available under the law for any threatened or actual unauthorized use or disclosure of confidential information. Any employee who is unsure about the confidentiality of any information should immediately seek the assistance of a supervisor prior to disclosing such information. All questions requiring an interpretation of the Freedom of Information Act will be referred to the Public Access Counselors office of the Attorney General.

Employees should use reasonable security measures with respect to confidential information, including but not limited to the following:

- Confidential information should not be disclosed to any third party except upon the District’s prior written approval;
- Confidential information should not be removed from the worksite without managerial permission.
- No copies should be made of any confidential information except to promote the purposes of the employee’s work for the District;
- Employees should not use confidential information for their own benefit, nor for the benefit of any third party, without the District’s prior written approval.

All confidential information shall remain the sole property of the District, and all copies must be returned to the District upon termination of employment or upon demand at any other time.

Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

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## **10.10 Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing Policy**

In accordance with the Defense of Trade Secrets Act (DTSA): (1) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the

disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a compliant or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## **10.11 Whistleblower Compliance Policy**

A whistleblower for purposes of this policy is as defined by this policy is an employee of the Park District who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

An example Examples of an illegal or dishonest activities is are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. or financial wrongdoing, including but not limited to theft or embezzlement.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact- the Auditor, Executive Director, or in the event that individual is the subject of the complaint and/or not available the Human Resources Manager. or the Executive Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. (when applicable). The Park District will not retaliate against a whistleblower for:

- Reporting an improper governmental action pursuant to this Policy;
- Cooperating with an investigation by an auditing official related to a report of improper governmental action; or,
- Testifying in a proceeding or prosecution arising out of an improper governmental action.

This protection includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Policy. **Any whistleblower who believes he/she is being retaliated against should contact the Auditor, or his/her designee, immediately.** Reports of retaliation must be made in writing and within 60 (sixty) days of learning of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities pursuant to this policy must be made in writing and will be promptly investigated. Please see the investigation procedures that follow.

#### **Guidance for Review and Resolution of Whistleblower and Retaliation Complaints Brought Pursuant to Whistleblower Policy**

- As directed in the policy, whistleblower and retaliation claim should be reported to the auditing official, the **Executive Director** or, in the event **the Executive Director** is unavailable and/or named in the complaint, to **the Human Resource Manager**. These individuals have the authority to appoint other members of the management team, Board and/or outside counsel/consultants to assist with the investigation.
- Upon receiving such a report, the auditing official, or his/her designee, will consult with others (the Board, outside counsel) to determine whether the claim falls under the whistleblower policy and, if so, how to best proceed. Employment-related concerns, including, but not limited to, harassment, discrimination, bullying, and other such work-related complaints are not covered by this policy.
- Confidentiality of the individual making the complaint, as well as any witnesses, will be respected consistent with the Organization's need to investigate.
- After a written complaint is received by the Auditor, a written acknowledgement notice may be sent to the Complainant that may include a timeline for review, investigation, and resolution.
- The Auditor, or his/her designee, may meet with the Complainant, Respondent and/or other witnesses as a part of the investigation. The Auditor, or his/her designee, has the authority to conduct multiple interviews, if needed. The Auditor, or his/her designee, may also request written statements and/or other documentation that may be pertinent to the resolution of the complaint.
- If it is determined that the conduct that is the subject of the complaint involves fraud, or illegal/egregious conduct, the Auditor, or his/her

designee, has the authority to conduct the investigation in a more formal manner. This may include a report to law enforcement agencies.

- Upon completion of the investigation, the Complainant and Respondent will be notified that the investigation has ended, and the decision made. This notification may take place orally or in writing. If the Auditor, or his/her designee, determines this policy has been violated, the Board will be notified. Remedies and discipline for policy violations will be in accordance with applicable law.

. The Park District prohibits any form of retaliation against whistleblowers, including, but not limited to, retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments and threats of physical harm. Any whistleblower who believes he or she is being retaliated against must contact Human Resources or the Executive Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly investigated, and corrective action will be taken as necessary.

## **10.124 Workplace Violence**

The District is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Due to this concern, the Park District has taken steps to help prevent incidents of violence from occurring at the District. The District expressly prohibits any acts or threats of violence by any employee, former employee, or any third party (including residents, vendors, and visitors) both in the workplace and at any District-related events. This includes threatening comments that are intended to be made in a joking manner.

In keeping with the spirit and intent of this policy, and to ensure that the District's objectives in this regard are attained, it is the commitment of the District:

- To provide a safe and healthful work environment.
- To take prompt remedial action against any employee who engages in any threatening behavior or acts of violence or who uses any obscene or threatening language or gestures.

- To take appropriate action when dealing with residents, former employees, or visitors to the District who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and supporting prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, former employees, residents, and visitors from bringing unauthorized firearms or other weapons onto the District's premises or in its vehicles, or carrying such firearms or weapons while conducting District business, in accordance with the Illinois Firearm Concealed Carry Act.
- To establish viable security measures to ensure that the District's facilities are safe and secure to the maximum extent possible and to properly handle access to the District's facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the District, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.

All employees are responsible for maintaining a workplace that is free from threatening behavior and violence. Accordingly, each employee has a duty to report any threat, instance of harassment, or violent act observed or experienced at work. In addition, any employee who has a reason to believe that a violent act may be committed on the worksite or against an employee must promptly report that belief or suspicion to ~~his/her~~<sup>their</sup> supervisor or the Human Resource Department. No employee who in good faith either makes a report or participates in an investigation under this policy will experience retaliation of any kind.

Any employee who applies or obtains a protective or restraining order which lists the District's premises as being protected areas should inform ~~their/his/her~~ supervisor or the Human Resource Department. The Park District will require the employee to furnish a copy of the order.

### **10.13 Workplace Security and Inspections**

To: 1) safeguard the property of employees, customers, and the Park District; 2) help prevent the possession, sale, and use of illegal drugs on the Park District's premises and keep with the spirit and intent of the Park District's substance abuse policy; and 3) help prevent the possession of illegal weapons on the Park District's premises; the Park District reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the Park District's property. In addition, the Park District reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of the Park District and

are issued for the use of employees only during their employment with the Park District. Inspections may be conducted at any time at the discretion of the Park District.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection will be subject to disciplinary action, up to and including termination.

## USE OF ~~ELECTRONIC DEVICES~~ INFORMATION SYSTEMS AND SOCIAL MEDIA

### 11.1 Use of ~~Electronic, Telephone, and Other Equipment~~ Information Systems

The District provides or contracts for the communication services and equipment necessary to promote the efficient conduct of business. This policy governs employee use of the District's computers, networks, communications systems, phone systems, business equipment, Internet, and other IT resources (collectively "information systems"). All such information systems, and all communications and stored information transmitted through, received on, accessed on, or contained in the District's information systems are District property and are to be used primarily for job-related purposes during working time. To ensure the proper use of information systems, the District may monitor the use of these systems and equipment and review or inspect all material stored on them from time to time. No communications are guaranteed to be private or confidential. All equipment, electronic and telephone communications systems, and all communications and stored information transmitted, received, or contained in the District's information systems (collectively "electronic systems") are the District's property and are to be used primarily for job-related purposes.

To ensure the proper use of information ~~communications~~ systems ~~and business equipment~~, the District expects employees to abide by the following:

1. Electronic-Information systems are owned/leased and maintained by the District, and ~~allelectronic~~ communications transmitted using the District's information systems are the sole property of the District. These electronic systems are to conduct and support District business and to assist employees in the performance of their jobs. Employees are expected to use these resources responsibly, professionally, ethically, and lawfully.
2. Personal software or messages shall not be installed or stored on the District's ~~electronic equipment~~ information systems unless prior approval is obtained. In addition, employees are prohibited from encrypting, attempting to decrypt or modifying data, files, or programs without prior written authorization. Employees are prohibited from deleting or destroying data, files, or programs, except in the ordinary course of business, i.e. deletion of an email after it is read.
3. Minimal personal use of ~~electronic-information~~ systems and the distribution of personal messages by employees is permitted, as long as such use does not interfere with employees' work performance or have an undue impact or cost on the operation of the information ~~technology~~ systems. In addition, personal use must not involve activities for personal gain (i.e., day trading, gambling), political activity, participation in chat rooms, blogs, or bulletin boards, internet chain mails/forwards, or game playing. Excessive personal use of

information systems or distribution of personal messages by employees is prohibited.

4. The District will, or reserves the right to, monitor the use of information~~electronic~~ systems and to review or inspect all material stored therein. No communications are guaranteed to be private or confidential.
5. Any communication sent using the District's information systems ~~owned property~~ may be subject to disclosure under the Freedom of Information Act (FOIA) and released pursuant to a discovery request in the event of litigation. As such, employees must take the necessary steps to protect access to and archive Park District information contained in emails, texts, internet, and any other ~~electronic~~ communications on the District's information systems.
6. Employees may not access, read, or discuss another employee's private email or voicemail accounts.
7. Employees must safeguard their personal passwords and should not share that information with any other individuals. Passwords should not be written down or left in places that they are accessible to others. The use of personal passwords, assigned to the employee, is not grounds for an employee to claim privacy rights in the information ~~electronic or communications~~ systems. The District reserves the right to override personal passwords. Employees may be required to disclose passwords or codes to the District to allow access to the systems.
8. Employees are responsible for the safe keeping of District issued property and must not allow such property to be used by an unauthorized party. If an employee believes a breach of security has occurred or the property has been misused by another individual, the employee~~he/she~~ must notify the Executive Director immediately.
9. Employees may not modify, disable, compromise, or otherwise circumvent any anti-virus, user authentication, or other security feature maintained on the Park District's information system. Each employee is responsible for protecting his/her~~their~~ computer against virus attack by not opening suspicious e-mails, pop-ups or downloads, following appropriate guidelines for scanning all incoming communications and media, and by not disabling the anti-virus application installed on their workstation.
- 9.10. Employees are prohibited from bringing unauthorized electronic equipment to work to use with District-provided information systems and from accessing District systems with their devices absent explicit permission from the Executive Director. Such prohibited equipment includes but is not limited to any type of external computer drives, such as flash drives, to save information from computer drives, and personal laptops and other wireless communications devices. Using such unauthorized equipment with District-

provided information systems and/or accessing District information systems without permission is considered to be theft of District's intellectual property.

~~10.11.~~ The District's prohibition against sexual, racial, and other forms of harassment are extended to include the use of information ~~electronic and telecommunications~~ systems. Harassing, vulgar, pornographic, obscene, or threatening communications are strictly prohibited, as are sexually oriented messages or images. Employees who receive email or other information on their computers which they believe violate this policy should immediately report this activity to their supervisor.

~~11.12.~~ Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, should not be exchanged haphazardly by e-mail, facsimiles, etc.

~~12.13.~~ Employees are prohibited from violating copyright, licensing, and any other relevant laws. If unsure about copyright and licensing laws, please speak with your supervisor.

~~13.14.~~ Outsiders or non-employees are prohibited from using information systems ~~electronic communications~~ to communicate with District employees or the District for any purpose unrelated to District business.

~~14.15.~~ Employees must be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved by systems experts and can be used against an employee or the District. Therefore, employees should be cautious and use the information systems only in the appropriate manner and consult with systems experts to guarantee that information to be deleted is truly eliminated from the system.

~~15.16.~~ Employees should exercise care so that no personal correspondence appears to be an official communication of the District. Personalized District stationery and business cards may only be issued by the District. Employees may not use the District's address for receiving personal mail or utilize the District's stationery or postage for personal letters.

~~16.17.~~ Employees are responsible for proper care of District-owned equipment with which they are entrusted. Employees may be held responsible for the cost or replacement of any lost, stolen, or damaged equipment.

## **11.2 Use of Mobile Technologies**

The District encourages and promotes following the law when using mobile technology while operating a motorized vehicle. In accordance with Illinois state law, the use of hand-held devices while operating a motorized vehicle is strictly prohibited. Only hands-free technology such as speakerphones, Bluetooth, and headsets are permitted to be used with

a wireless telephone.

All types of electronic communication which includes composing, reading, sending, or accessing the internet for the purposes of texting, emailing, instant messaging, or any other use of an electronic communication device is prohibited while driving on behalf of the District. An “electronic communication device” refers to a wireless telephone, personal digital assistant, iPad, or portable or mobile computer or device for similar purposes.

In the case of an emergency, the employee shall pull to the side of the road and take or place the call while stopped or have someone else take or place the call.

### **11.3 Social Media Use Policy**

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

#### ***Guidelines***

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication (including, but not limited to, LinkedIn, Facebook, Instagram, Pinterest, and Twitter).

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects the District’s goodwill or reputation, your job performance, the performance of fellow employees or otherwise adversely affects residents, customers, suppliers, people who work on behalf of the District or the District’s legitimate business interests may result in disciplinary action up to and including termination.

#### ***Know and Follow the Rules***

Carefully read these guidelines, the Policy Against Harassment, the Computer Information Systems Usage Guidelines and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

The District reserves the right to monitor employees' public use of social media, including but not limited to statements or comments posted on the Internet, in blogs and other types of openly accessible forums, diaries, and personal and business discussion forums.

The District should have no expectation of privacy while using District equipment and facilities for any purpose, including the use of social media. The District reserves the right to monitor, review, and block content that violates the District's rules and guidelines.

The District will investigate and respond to all reports of violations of District's rules, guidelines, or policies. Employees are urged to report any violations of this policy to Human Resources. A violation of this policy may result in discipline up to and including termination of employment.

### ***Be Respectful***

Always be fair and courteous to fellow co-workers, residents, customers, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that harasses, discriminates, threatens, bullies, or disparages residents, co-workers, suppliers, customers, or that any other conduct that might constitute harassment, discrimination, or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or District policy.

### ***Be Honest and Accurate***

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false.

Employees should respect all copyright and other intellectual property laws. For the District's protection, as well as your own, it is critical that you show proper respect for all the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the District's own copyrights, trademarks, and brands

### ***Post Only Appropriate and Respectful Content***

Maintain the confidentiality of the District's trade secrets and private or confidential information. See the District's Confidentiality Policy for more information.

Do not create a link from your blog, website or other social networking site to the District's website without identifying yourself as a District employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow co-workers, residents, customers, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

### ***Using Social Media at Work***

Do not use the District's email addresses to register on social networks, blogs, or other online tools utilized for personal use. This policy is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours and working conditions with co-workers.

### ***Media Contacts***

Employees should not speak to the media on the District's behalf without contacting the Executive Director. All media inquiries should be directed to the Executive Director.

### ***District-Sponsored Social Media***

District-sponsored social media is used to convey information about the District's facilities and services, advise the public about upcoming events, obtain customer feedback, exchange ideas or trade insights about industry trends, reach out to potential new markets, issue or respond to breaking news, and brainstorm with employees and customers.

All such District-related social media is subject to the following rules and guidelines, in addition to the rules and guidelines set forth above:

1. Only employees designated and authorized by the District can prepare content for or delete, edit, or otherwise modify content on District-sponsored social media. These employees are responsible for ensuring that the District-sponsored social media conforms to all applicable District rules and guidelines. They are also authorized to remove immediately and without advance warning any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates District's EEO and/or anti-harassment policies.
2. District-sponsored social media accounts are owned by the District. Any employees who create such accounts or are provided access to such accounts do not obtain ownership rights to such accounts or any content contained in them.

Employees who create or are provided access to District-sponsored social media accounts must provide District with all passwords and/or log-in information to such accounts immediately upon District's request, and must transfer "manager" or "owner" status (as defined by the particular social media site) upon District's request.

3. Employees who want to post comments in response to District-sponsored content must identify themselves as employees.

***For More Information***

If you have questions or need further guidance, please contact your supervisor.

## **WORKING CONDITIONS**

### **12.1 Hours of Work and Meal/Break Periods**

Department supervisors shall determine and establish a daily and weekly schedule of normal work hours necessary to provide services. The schedule may be temporarily changed in order to meet emergency or other defined needs. It is the personal responsibility of each employee to be at ~~his/her~~[their](#) work station and fully prepared to begin work at the time the scheduled work hours begin. Employees are not permitted to alter works hours without the permission of the supervisor. "Altering work hours" includes arriving early and then leaving early and/or arriving late and staying late. Employees are not authorized to "trade hours" without the permission of the supervisor.

Employees may generally schedule their own meal/break periods in accordance with the schedule below as long as meal/break periods are staggered to ensure department coverage and the meal period is taken no later than five hours after beginning work. Please note that different divisions may require alterations to the meal and break periods as determined by the Executive Director and as appropriate under federal and state laws.

- An employee, who is scheduled to work at least 5 hours, but less than 7.5 hours, shall be entitled to take one [\(1\)](#) paid 15-minute break. Such an employee is not entitled to a duty-free unpaid 30-minute meal period, but may request and be granted such a meal period with ~~their/his/her~~ supervisor's approval.
- An employee, who is scheduled to work at least 7.5 hours, but less than 8 hours, shall be entitled to take one [\(1\)](#) paid 15-minute break and a duty-free unpaid 30-minute meal period. [The duty-free unpaid meal break should be taken within the first five \(5\) hours of the start of the employee's shift.](#)
- An employee who is scheduled to work 8 hours shall be entitled to take two [\(2\)](#) paid 15-minute breaks and a duty free unpaid 30-minute meal period. [The duty-free unpaid meal break should be taken within the first five \(5\) hours of the start of the employee's shift.](#)
- An employee who is scheduled to work more than 8 hours shall be entitled to any additional break and/or meal periods consistent with the cycle described above. [The duty-free unpaid meal break should be taken within the first five \(5\) hours of the start of the employee's shift.](#)

Employees are not otherwise permitted to leave the building during working hours (except during scheduled break/meal period) without the permission of the supervisor.

### **12.2 Driver's Licenses**

All employees, for whom driving a vehicle is an essential function of the job, are required to possess a valid driver's license and insurance, as well as maintain a safe driving record.

Any employee who drives for District business and has ~~his/her~~their license suspended is required to notify Human Resources immediately. Similarly, if an employee stops maintaining insurance for any reason and drives for work purposes, ~~he/she is~~they are required to notify Human Resources immediately. Employees with suspended licenses/insurance cannot use their vehicles for business purposes or a District vehicle for work purposes.

To ensure employee compliance with these requirements, on at least an annual basis, the Park District obtains and reviews drivers' license records for covered employees.

### **12.3 Business Expenses**

To the extent required by law, ~~t~~The District will reimburse employees for reasonable business expenses such as airfare, hotel, mileage, meals, etc. incurred while conducting District business away from their normal work location. Employees are expected to limit expenses to reasonable amounts, exercising good business judgment. All expenses must be approved *in advance* by your manager or the Executive Director.

For more information about business expenses, please consult the Travel and Vehicle Use Policy located on the District Intranet or contact the Finance Department.

Abuse of the expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action, up to and including termination of employment.

### **12.4 Health and Safety**

Establishment and maintenance of a safe work environment are shared responsibilities of the District and employees from all levels of the organization. The District will attempt to do everything within its control to assure a safe environment and compliance with federal, state, and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities.

Employees have an absolute obligation to immediately report any unsafe conditions to their supervisor. Not only supervisors, but employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible. The District will not take reprisals against an employee who comes forth with a safety recommendation or refuses to operate any equipment or work in an area the employee~~he/she~~ reasonably feels is unsafe.

All accidents, especially those that result in injury, must be reported immediately to the nearest available supervisor, regardless of how insignificant they may appear. Such reports are necessary to comply with federal and state laws and initiate insurance and workers' compensation procedures.

## 12.5 Solicitation

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on lunch or breaks) may not solicit or distribute literature or printed material of any kind to employees who are on working time. Non-employees are prohibited from distributing material or soliciting employees on the organization's premises at any time.

## 12.6 Political Activity

No officer or employee shall perform or require other employees to perform political activity during work time. No employee shall intentionally use any property or resources of the Park District in connection with any political activity. No employee shall be required at any time to participate in any political activity.

For purposes of this provision, the term "prohibited political activity" includes, but is not limited to: preparing for political rallies/meetings/demonstrations; soliciting contributions; selling tickets for a political fundraiser; assisting at the polls on Election Day; soliciting votes or signatures for a candidate or for or against any referendum question; distributing, preparing or mailing campaign literature, campaign signs, or campaign material on behalf of a candidate or for or against any referendum question, or; managing or working on a campaign or for or against any referendum question.

Nothing in this policy prohibits activities that are otherwise appropriate for an employee to engage in as part of [their/his/her](#) official duties or activities that are undertaken by an employee on a voluntary basis that are not prohibited by this policy.

## 12.7 Privately Owned Automobiles

Regular full-time employees may use their own vehicle to perform Park District duties, but must first receive permission from the Executive Director, or [their/his/her](#) designee. Part-time employees must first receive permission from the Department Head, or [their/his/her](#) designee. If permission is granted, the Park District will reimburse the employee for mileage, beyond the employee's normal commute, at the prevailing IRS rate. This allowance is to compensate for the cost of gasoline, oil, depreciation, insurance, and wear and tear. In addition, employees driving on District business may claim reimbursement for parking fees and tolls actually incurred. Please see the Business Expenses Policy for more information. The Park District shall not be responsible for any liability or damage resulting from an employee's use of [their/his/her](#) privately owned automobile even when such use is to perform Park District duties. Additionally, the Park District will not reimburse employees for expenses not necessary for business purposes, such as:

- Parking tickets.

- [Vehicle repairs and maintenance.](#)
- [Fines for moving violations.](#)
- [Vehicle towing charges.](#)

[Employees, authorized to use their private vehicles for Park District business, must comply with all of the Park District's policies, procedures, and practices, including, without limitations, the drug and alcohol policy.](#)

## **12.8 Employee Suggestions**

Suggestions for improvement of park and recreation services are welcome from all employees, regardless of the position the employee holds. Additionally, supervisors will typically make regular attempts to secure suggestions and recommendations from the employees whom they supervise.

# **PAY AND PAYROLL-RELATED PROVISIONS**

## **13.1 Overtime/Timekeeping**

### *Overtime*

Employees are expected to work overtime if additional work effort is required to serve our residents. Every effort is made to allocate overtime work fairly and to the best interest of everyone. When overtime is necessary, employees will be notified as far in advance as possible. Overtime is paid only after a non-exempt employee has more than forty (40) hours during the work week. All overtime is paid at one and one-half ( $1 \frac{1}{2}$ ) times the employee's regular hourly rate. Jury duty and ~~b~~Bereavement [leave](#) do not count for purposes of overtime. Non-exempt employees must have supervisory authorization prior to working overtime (this includes arriving early, working through lunches, or staying late). Working unauthorized overtime is prohibited.

While exempt employees are not entitled to overtime for working more than 40 hours per week, such employees may be provided with "administrative time off" in recognition of the demands of their work schedules. Administrative time off is granted at the discretion of the employee's ~~supervisor~~[department head with Executive Director approval](#), who shall use proper care and judgment before granting the request. It should be clearly understood by all concerned that administrative time is not to be provided on an hour-for-hour matching basis; exempt employees are expected to work the hours required by their positions. [Administrative time off is not carried over from year to year nor is it paid out upon separation of employment.](#)

## ***Timekeeping***

Accurately recording time worked is the responsibility of every employee. Federal and State laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits. Accordingly, employees must accurately and precisely record the time they begin and end work, as well as the beginning and ending time of each break that is 30 minutes or longer, using our electronic time keeping system for non-exempt employees. Exempt employees will record the number of hours worked each day on a timesheet provided and submit them to payroll in a timely fashion each month.

Altering, falsifying, tampering with time records, recording time on another employee's time record, or instructing an employee to incorrectly or falsely report time is prohibited and may result in disciplinary action, up to and including termination of employment. Employees who fail to report all time worked and employees who work beyond their regularly scheduled work hours without express, prior authorization by their supervisor will also be subject to discipline, up to and including termination of employment.

It is the employee's responsibility to certify the accuracy of all time recorded in the timekeeping system. If corrections or modifications are necessary, please speak with your supervisor.

### **13.2 Holiday Pay**

From time to time, the activities of the Park District may require a regular full-time employee to work on a day designated as a holiday by the Park District. In such an event, it shall be the practice of the Park District to compensate the employee as follows: 1) an exempt employee who is required to work *may* be granted administrative time off by ~~his/her~~their department head~~supervisor~~; and 2) any other regular non-exempt full-time employee who is required to work shall be compensated at two and one half times (2-1/2) ~~their~~his/her regular hourly rate of pay (which is inclusive of the employee's holiday pay). If, by virtue of working the holiday, a non-exempt employee would also exceed forty (40) hours worked in a work week, ~~they~~he/she shall not be entitled to also receive overtime compensation for such holiday hours.

### **13.3 Personnel Records**

Personnel files are the property of the District, and access to the information they contain is restricted. Generally, only officials and representatives of the District who have a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice and a written request, an employee may review material in ~~their~~his/her file up to two (2) times per calendar year, but only in the District's offices and in the presence of the individual appointed by the District to maintain the file. Certain records, such as letters of reference, are not available for inspection.

Except when requested by government or law enforcement agencies, an employee must provide a written release in order for the District to release information (beyond date of hire, date of termination, and job title) to outside parties. Requests for references should be directed to the Human Resource Department. Only this department has the authority to release information to outside parties.

It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents\*, marital status\*, insurance beneficiary\*, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

The District cannot be held responsible for situations resulting from employees withholding correct and accurate information.

*\* Such information need only be disclosed if pertinent to a benefit received.*

#### **13.4 Pay Procedures**

Employees are typically paid every other Friday. If a holiday falls on a Friday scheduled as a payday and the business office is closed, paychecks will be available on the immediately preceding business day. Each paycheck will include earnings for all work performed through the end of the previous calendar week. To ensure prompt receipt of your paycheck, direct deposit of funds is recommended.

The District takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resource or Payroll Department, so that corrections can be made as quickly as possible. Once legitimate underpayments are identified, they will be corrected in the next regular paycheck. Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the District will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

#### **13.5 Pay Deductions**

It is the policy of the District not to take any improper pay deductions that would be in violation of the Fair Labor Standards Act, its regulations (specifically Section 541.602(a)), or relevant state law or local ordinance.

Employees who believe their pay has been improperly deducted should report such improper deduction immediately to their his/her supervisor. The complaint will be promptly investigated and the results of the investigation will be reported to the

complaining employee. If the employee is unsatisfied with the findings of the investigation, the employee may appeal the decision to the Executive Director.

Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction no later than the next pay period after the improper deduction is communicated to management.

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to **12 weeks** of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to **26 weeks** of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least **12 months**;
- Have at least **1,250 hours** of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least **50 employees** within **75 miles** of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give **30-days'** advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



## APPENDIX

### CONTACT NAMES

For inquiries to the Board of Commissioners, please contact:

~~Terry Mee~~Park District Board President  
~~terrymee@aol.com~~commissioners@wheatonparks.org  
~~847-514-1214~~630-510-4941

For inquiries to the Executive Director, please contact:

Michael Benard  
mbenard@wheatonparks.org  
Office (630) 665-4710/Cell Phone 630-945-7726

For inquiries to the Finance Department, please contact:

~~Rita Trainer~~Sandra Simpson  
~~rtrainers~~simpson@wheatonparks.org  
(630) 510-4955

For inquiries to the Human Resources Department, please contact:

~~Diane Hirshberg~~Matthew Jay  
~~dhirshberg~~mjay@wheatonparks.org  
(630) 510-4952

To report harassment, please contact:

Michael Benard  
Executive Director  
mbenard@wheatonparks.org  
(630) 665-4710

or

~~Diane Hirshberg~~Matthew Jay  
Human Resource Manager  
~~dhirshberg~~mjay@wheatonparks.org  
(630) 510-4952

or

~~Terry Mee~~  
~~Park District~~ Board President  
~~terrymee@aol.com~~ commissioners@wheatonpark.org  
~~847-514-1214~~ 630-510-4941

## Employee Acknowledgement Form

I hereby acknowledge receipt of the Wheaton Park District Personnel Policy Manual and understand that I am responsible for reading, understanding, and complying with it. I understand that violations of policies may subject an employee to disciplinary actions up to and including termination of employment. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my supervisor, the Human Resource Department, or the Executive Director.

I understand that this Manual has been developed as a general reference guide and that neither the Manual nor its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining, or clarifying any provision of this Manual is intended to create or shall create an employment contract, either express or implied, on the part of the Park District. I also understand that the policies, benefits and rules contained in this Manual may be changed or discontinued by the Park District at any time. All such changes will normally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I understand that nothing contained in this Manual may be construed as creating a promise of future benefits or a binding contract with the District for benefits or for any other purpose.

I further understand that, unless I have a written agreement signed by the Executive Director to the contrary, **I am an at-will employee and as such, employment with the District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.** In addition, I understand that no representative of the Park District, other than the Executive Director with the Board's express approval, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

Employee Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: February 2, 2022  
To: Wheaton Park District Board of Directors  
From: Advanced Intelligence Engineering (AIE)  
Subject: Recommendation Memo: Phone Service Provider

## **Recommendation**

Upon examination of phone service offerings from multiple vendors, we have elected to recommend the services of Inteliquent to provide phone service for the Wheaton Park District. Inteliquent is the existing phone service provider, and will continue to provide phone service for 150 users of the Park District, for a cost of \$1,886 (before applicable taxes & fees) per month over a 36-month contract period. This will be an approximate 15% monthly service savings over the existing agreement. We are recommending this service to the Park District because it is more cost-effective than options available from other competitors. Further, it uses the existing telephone hardware that is owned by the District, thus reducing the interruption of implementation and the learning curve for users. The new contract will commence on 5/1/2022, bringing service to the following 11 locations:

- Community Center
- Arrowhead Golf Club
- Dupage County Historical Museum
- Clocktower Commons
- Mary Lubko Center
- Park Services Center
- Cosley Zoo
- Prairie Office Building
- Northside Family Aquatic Center
- Rice Pool
- Lincoln Marsh

## **Background**

Inteliquent's existing contract expires on April 30<sup>th</sup>, 2022. Pursuant of Park District requirements, we have evaluated other vendors to locate the best combination of cost and features to satisfy the Park District's needs. The Wheaton Park District's phone system is of vital importance to the achievement of the District's mission, as this is one of the primary means by which Park District patrons contact the District's facilities. It is also a critical avenue of communication between the internal departments of the Park District, as they are spread across multiple facilities throughout the Wheaton area. Thus, we exercised care in considering the options and selecting the provider who will serve the Park District for the next few years.

## **Basis for Recommendation**

In selecting Inteliquent for recommendation as the Park District's phone vendor, we considered several items:

- 1) Minimal interruption to the Park District's operations
- 2) Sufficient features to satisfy the Park District's needs
- 3) Competitive pricing
- 4) Future proofing technology
- 5) Contract flexibility

The services provided by Inteliquent are fully compatible with the Park District's existing phone hardware, which will minimize the learning curve for the users because they will not need to learn how to use new equipment. The Park District's requirements for the phone system are straightforward, and as such, Inteliquent's services satisfy the needs entirely and provide additional features available for Park District personnel to use if desired. Inteliquent offers a Microsoft Team's integration for an additional price per seat, which—while not necessary for today—is an option that could be of benefit in the future. Finally, the monthly cost of service from Inteliquent is approximately the same amount as the existing monthly cost, meaning that service can continue without additional monetary outlay from the Park District. Inteliquent also includes a provision in the contract to allow for 25% reduction of service without penalty, which provides flexibility in the event of unforeseen circumstances.

### **Alternative Competitor Pricing and Services**

Services proposed by Nextiva and 8x8 were also considered during this process, but they failed to meet the above criteria in full as each would require interruption to the Park District's operations while the service is deployed, and both represented an increase in monthly cost for services that the Park District will not use extensively. Pricing for these two alternative services included:

- 1) 8X8: \$1,944 per month (using existing phones)
- 2) Nextiva: \$2,232.50 per month (included new phones, though not needed as existing phones are sufficient)

Because of these deficiencies, these two bids were dropped from consideration.

### **Assumptions for Recommendation:**

The following assumptions were used in making this recommendation:

- 1) Current monthly cost for phone service is at an acceptable level under existing plan
- 2) No additional Park District locations need to be added for phone service

The risk in proceeding with the existing service provider is minimal to none since no downtime is required, service from Inteliquent has proven to be sufficient, and pricing will remain approximately the same (slightly less) as it has been during the previous 36-month contract.

### **Next Steps**

To proceed with this recommendation, the contract must be signed and returned to Inteliquent before March 31<sup>st</sup>. (This is to provide ample time to redact the "Notice to Terminate Services" and ensure a continuation of services without disruption moving forward.) After this, AIE will work with Inteliquent's account management team to confirm continuation of service and will communicate with Park District personnel to complete any tasks needed for implementation.

Date: February 2, 2022

To: Wheaton Park District Board of Directors

From: Advanced Intelligence Engineering (AIE)

Subject: Recommendation Memo: Community Center Secondary Internet Provider

## **Recommendation**

Upon examination of internet service offerings from multiple vendors, we have elected to recommend the services of Peerless Network (formerly CallOne) to provide secondary internet service for the Wheaton Park District's Community Center, located at 1777 Blanchard Rd. in Wheaton. Peerless Network is the existing secondary internet provider, and will continue to provide this service with a speed increase from 20Mbps to 50Mbps for a cost of \$654 per month over a 36-month contract period. We are recommending this service as it remains competitively priced compared to other options while providing a proven track record of reliable service.

## **Background**

Peerless Network's existing 36-month contract expired on January 13<sup>th</sup>, 2022. Pursuant of Park District requirements, we have evaluated other vendors to locate the best combination of cost and features to satisfy the Park District's needs. Secondary internet service is critical for the Park District's Community Center location due to the fact that most of the server infrastructure resides there. As a result, failure of internet connectivity at the Community Center impacts operation throughout the District's other facilities.

## **Basis for Recommendation**

In selecting Peerless Network for recommendation we considered several items:

- 1) Minimal interruption to the Park District's operations
- 2) Sufficient capabilities to satisfy the Park District's needs
- 3) Competitive pricing

Since the service with Peerless Network is already existing, there should be no downtime required to carry on with the service.

The services provided by Peerless Network have been sufficient for the Park District's needs to this point at a speed for 20Mbps. It is important to note that most WPD facilities connect back to the Community Center to access major applications and file storage. Given that this link serves as the backup connection in the event of a failure of the primary Internet link, additional speed on this link will allow users throughout the Park District to remain functioning at full capacity with minimal delays in accessing files and programs. For this reason we are recommending an increase in the speed of this secondary internet link from the current 20Mbps to 50Mbps, which results in a small increase of \$6 per month from the current pricing. This price was the best price Peerless Network would offer, after initially quoting \$733 per month.

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## **Alternative Competitor Pricing and Services**

Several alternative quotes were requested. In many cases, the offering did not fit the need, or they were unable to deliver the proper services to the Community Center location. Two options that had the means to deliver the needed services included ACC Business and Nitel. The pricing from each of them is shown below:

- 1) ACC Business: 50Mbps @ \$615.85 per month with possible construction costs required
- 2) Nitel: 50Mbps @ \$659.95 with possible construction costs required

While ACC Business had a slightly lower monthly cost for an equivalent 50Mbps service, their offering carried a strong possibility that construction costs may be required for implementation of their circuit. Furthermore, changing to a different provider would also require labor to reconfigure the secondary link with a new IP address and to confirm connectivity to all other sites in the Park District after implementation. These factors would bring the overall cost over the life of the contract above the cost of Peerless Network, meaning that Peerless Network's service remains the most cost-effective and carries no need for service interruption.

The service offering from Nitel also carried these drawbacks, with the added disadvantage that the base cost was higher than that of the offering from Peerless.

The risk in proceeding with this option is minimal to none since no downtime is required, support service from Peerless Network has proven to be sufficient, and pricing will increase only minimally.

### Next Steps

To proceed with this recommendation, the contract must be signed and returned to Peerless Network. After this, AIE will work with Peerless Network account management team to confirm continuation of service and will communicate with Park District personnel to complete the implementation.

# CLI Scope of Services

Developed for



This overview includes:

- 1) About CLI
- 2) Wheaton Park District Work History
- 3) 2022 Business Relationship
- 4) Next Steps
- 5) CLI Key Staff Information



CORPORATE **LEARNING** INSTITUTE

## **1. About CLI**

Corporate Learning Institute is a Wheaton based consulting firm that has been delivering excellence in the area of strategy and performance management, leadership development, team effectiveness, culture change, and training and development for over 25 years. Our clients include corporations, not-for-profits, education, and government. From a local park district perspective, we have worked with Lockport Township, Oswego, Crystal Lake, Roselle, Wheeling, Wood Dale, WDSRA, NSSRA, PDRMA, IPRA, and Wheaton.

## **2. Wheaton Park District Work History**

We have been working with Wheaton Park District since 1997. In that time, we have provided strategic consulting, initiated the Strategic Alignment and Charter process, assisted with Mission, Vision, and Values refinement, provided individual and team coaching, worked with culture transformation, provided DISC personality assessments, delivered training and development courses including the development and delivery of the WPD Leadership Academy, and in the early days facilitated Board Retreats. In addition, due to our adjunct professor status at Elmhurst University, UIC, and Benedictine University, we have provided interns who have completed various survey projects for WPD. CLI partners with the Lincoln Marsh ropes course by bringing clients and assisting in limited ropes course programming through a license agreement.

## **3. 2022 Business Relationship**

WPD engages CLI through a retainer process. For the year of 2022, Wheaton Park District desires to retain the services of Corporate Learning Institute for services that can encompass strategic planning consulting, individual and team coaching, team retreats, personality assessment work for key job hires, and training and development on an as needed basis. The 2022 retainer amount is \$20,000.00. Work completed against the retainer will be reported and reviewed on a quarterly basis. At the end of the year, if there is unused retainer money it will carry over for use in the following year.

## **4. Next Steps**

With WPD board approval and acceptance we will, with gratitude, begin our work of helping the Park District gain greater alignment with its Mission, Vision, and Avenues of Accountability (\$ustainability Makes \$ense, Investing in People, Doing Things Better and Smarter and Ensuring Excellence and Satisfaction) while ensuring that we all live the WPD values as fully as possible.

## 5. CLI Key Staff Information

### **Dr. Tim Buividas – CLI Partner**

Tim Buividas is a consultant, coach, organizational strategist, author, facilitator, and professor. He brings extensive experience, passion, and energy to every client engagement. Tim co-founded The Corporate Learning Institute in 1992. Tim provides executive coaching and consulting services that focus on strategy, managing change, leadership development and management excellence, team development for companies whose goals are to create positive change throughout their individual performers and organizations. Tim also enjoys training and development facilitation with participants to create performance breakthroughs and organizational changes across all levels.

He is certified in experiential training and development, Myers Briggs, DiSC® Personal Profile, Team Dimensions Profile and Situational Leadership. He also is an expert with the Thomas Kilmann Conflict Indicator, Time Mastery Profile, Corporate Lifecycles, Fish Philosophy, Denison Culture Survey, Five Dysfunctions of a Team, and other learning and development models. He uses 360° feedback tools and develops surveys.

Tim has published numerous articles, white papers, books, and has been quoted numerous times. He is the author of Team Assess ([www.team-assess.com](http://www.team-assess.com)), a self-administered team-based assessment that measures real-time team performance. Tim has also been an Adjunct Management Professor for over 20 years.

### **Dr. Susan Cain, LCSW - CLI Partner**

Susan has been a co-founder and partner of The Corporate Learning Institute since 1996. Susan has worked in experiential training and development for more than 30 years. She is also a founding partner of the Black River Center for Management Enhancement.

Susan is a qualified corporate coach and is certified in the use of the Denison Culture Survey Facilitator, Myers Briggs Type Indicator, DiSC® Personal Profile Assessment, Situational Leadership Inventory, Firo B, Profiler, Skillscope, Thomas-Kilmann qualified, 16PF, Five Dysfunctions of a Team, and is a licensed clinical social worker (LCSW). In addition, Sue has developed the Profession Styles DISC Assessment.

She designs and runs corporate training and development offsites, applying experiential learning techniques. She has developed and executed team building, leadership development, accelerated learning, communication, change-management, innovation, and process development, and corporate strategic planning offsites. She is also a skilled team challenge facilitator, instructor, and advocate. Susan has published articles, white papers, books and has been quoted numerous times. Susan has also been an Adjunct Management Professor for over 20 years.

TO: Wheaton Park District Board of Commissioners  
FROM: Dan Novak, Director of Athletics & Facilities  
Max Yoshikawa, Aquatics & Safety Manager  
THROUGH: Michael Benard, Executive Director  
RE: 2022 Aquatic Season Opening Date  
DATE: January 31, 2022

---



**SUMMARY:** In 2021 the Wheaton Park District Aquatics Facilities operated from the end of CUSD 200's academic year on June 12 until their return to school on August 22. The training schedule in 2021 allowed for 3 weekends of Lifeguard classes without the Memorial Day Opening instead of the typical 2, allowing us to spread out registrants among them and create smaller groups, which assisted in the quality of training and participation.

Opening over Memorial Day Weekend is challenging due to the difficulty of staffing for the holiday weekend and due to the graduation ceremonies of both Wheaton High Schools. Staff struggle to balance their family obligations to graduating seniors, end-of-school-year stressors such as AP testing, and beginning their first jobs with the Wheaton Park District. By opening after the school year has ended, staffing and training issues are significantly reduced.

**IMPORTANT COMMUNITY DATES:** Staffing and training dates for CUSD 200 and Glenbard School District employees are directly impacted by their availability due to important social events and milestones.

**Graduation Dates**

- CUSD 200: May 28, 2022
- Glenbard School District: May 20, 2022

**End of School Year**

- CUSD 200: June 3, 2022
- Glenbard School District: May 20, 2022

**FINANCIAL AND OPERATIONAL IMPACT:** In 2021, the pool season was delayed until June 12 compared to the proposed opening of June 4 for the 2022 season. Delaying the opening date for both pools to June 4, 2022 would save \$20,196 in staff wages over 3 days (\$6,732 per day).

**2022 Operational Impact**

- Opening Date May 28, 2022
  - Northside Pool: 74 days (Closing August 14, 2022)
  - Rice Pool: 81 days (Post season August 20, 21, 27, 28, and September 3, 4, 5)
- Opening Date June 4, 2022
  - Northside Pool: 71 days (Closing August 14, 2022)
  - Rice Pool: 78 days (Post season August 20, 21, 27, 28, and September 3, 4, 5)

**RECOMMENDATION:**

Staff seeks to open following the conclusion of CUSD 200's academic calendar year scheduled on June 3, 2022 making Saturday, June 4 the first date of operations for the Wheaton Park District Aquatics facilities. Additional training for all departments within Aquatics and the direct elimination of CUSD 200 graduation conflicts with staff scheduling positively impacted the pools in 2021 and will benefit the Aquatics department going forward.

# MEMORIAL PARK REVIEW OF 2021 PROGRAMMING



MEMORIAL  
PARK

# INTRODUCTION



Memorial Park was first acquired by the Wheaton Park District in 1921, the property was part of the former estate of Judge Elbert Gary. A coach house from the Gary estate was transformed into the Mary Lubko Center, that provides leisure activities for active adults. In the 1950's, the municipal band director, Art Sweet, spearheaded an effort to raise funds and constructed a bandshell. From there, other additions were added to include a tennis court, restrooms, horseshoe pits and a concession building.

In mid-2020, the park's \$5 million renovation was completed. This renovation included an enhanced Veterans Memorial area, a state-of-the-art bandshell, multi-use event space and the Lions Terrace which overlooks the park from the Mary Lubko Center. The Summer Entertainment Series kicked off in June 2021, which coincided with the district's 100<sup>th</sup> anniversary. The series featured 11 weekends of performances.

The Wheaton Park District worked closely with the City of Wheaton on appropriate permitting and navigated related sound and alcohol sale ordinances for the series. During the opening weekend of the 2021 series, attendance was restricted due to the State of Illinois COVID-19 Phase 3 mitigations. Those mitigations eased in mid-June and we increased park capacity to 1,200. Our highest attendance was 899 and lowest at 109.

# 2021 MEMORIAL PARK PROGRAMMING

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# SCHOOL DISTRICT 200

MEMORIAL  
—PARK—

# SCHOOL DISTRICT 200

---



## WHEATON NORTH HIGH SCHOOL

### Show Choir

- Rehearsal (1)
  - April 23
- Performance (1)
  - April 24

### Talent Show (2)

- May 16

## WHEATON WARRENVILLE SOUTH HIGH SCHOOL

### Show Choir

- Rehearsals (2)
  - April 29 & 30
- Performances (2)
  - May 1

### Musical

- Rehearsals (4)
  - May 5, 6, 12 & 13
- Performances (6)
  - May 5, 8, 14 & 15

# CITY OF WHEATON

---

MEMORIAL  
PARK

# CITY OF WHEATON

## WHEATON MUNICIPAL BAND

MEMORIAL  
PARK

- Rehearsals (9)
  - June 9, 16, 23 & 30
  - July 7, 14, 21 & 28
  - August 4
- Performances (8)
  - June 17 & 24
  - July 1, 8, 15, 22 & 29
  - August 5



# CITY OF WHEATON

*WHEATON MUNICIPAL BAND*

---

MEMORIAL  
PARK

Average Attendance | 597

Average Sound | 62

Max DB = 74\*

\*Maximum DB per City Ordinance = 100



# CITY OF WHEATON

*COMMUNITY RELATIONS COMMITTEE*

---

MEMORIAL  
PARK

## MUSIC IN THE PARK | SUNDAY, JULY 25

Estimated Attendance | 65

Sound | Amplified

Max DB = 59\*

\*Maximum DB per City Ordinance = 100



# CITY OF WHEATON

*COMMUNITY RELATIONS COMMITTEE*

---

MEMORIAL  
PARK

## FESTIVAL OF CULTURES | SUNDAY, SEPTEMBER 12

Estimated Attendance | 600

Sound | Amplified

Max DB = 71\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

MEMORIAL  
PARK

# WHEATON PARK DISTRICT

*EVENTS AT A GLANCE*

---

MEMORIAL  
PARK

## SUMMER ENTERTAINMENT SERIES

June | 5, 25 & 26

July | 9, 10, 24 & 25

August | 8

September | 9 & 10

## WHEATON BREW FEST

August 7

## SHAKESPEARE IN THE PARK

August 25, 26 & 27



# WHEATON PARK DISTRICT

*SUMMER ENTERTAINMENT SERIES*

---

MEMORIAL  
PARK

**OPENING WEEKEND | SATURDAY, JUNE 5**

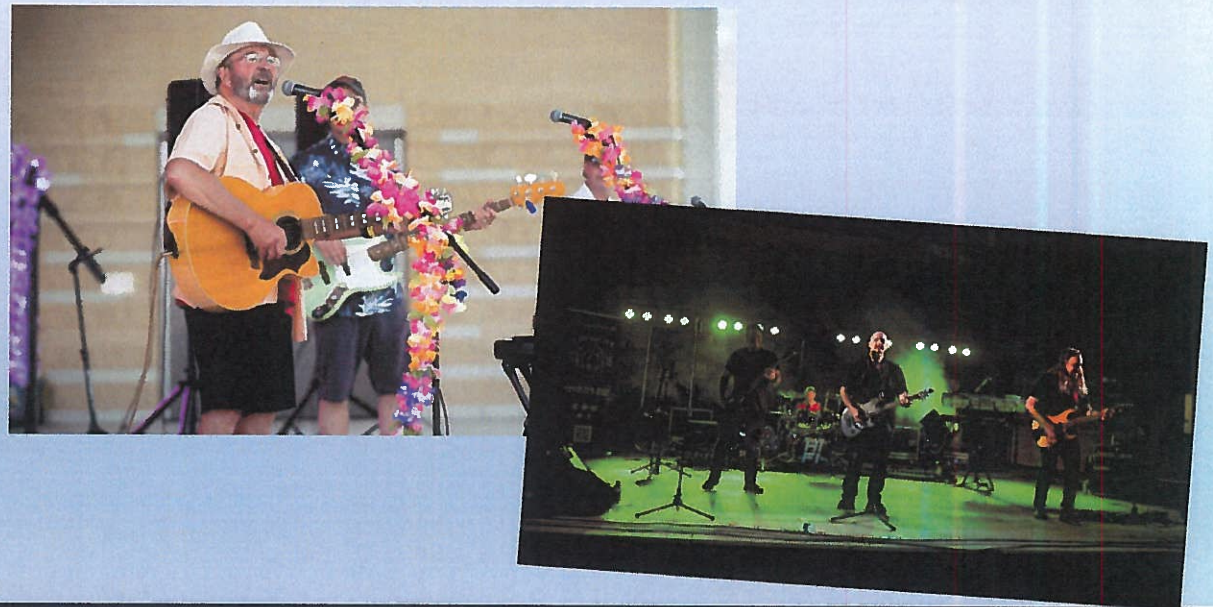
SOUTH OF DISORDER, DICK DIAMOND & THE DUSTERS, PLANET GROOVE & HI-INFIDELITY

Attendance | 720

Sound | Amplified

Max DB = 88\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

*SUMMER ENTERTAINMENT SERIES*

MEMORIAL  
PARK

**WEEKEND #2 | FRIDAY, JUNE 25 & SATURDAY, JUNE 26**

THE WAYOUTS, AMERICAN ENGLISH, CHEMICALLY IMBALANCED & TRIBUTOSAURUS

Attendance

6/25 - 732

6/26 - 664

Sound | Amplified

Max DB = 83\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

## SUMMER ENTERTAINMENT SERIES



**WEEKEND #3 | FRIDAY, JULY 9 & SATURDAY, JULY 10**

WHISKEY ROMANCE BAND, FLETCHER ROCKWELL & CHICAGO PHILHARMONIC

Attendance

7/9 - 377

7/10 - 298

Sound | Amplified

Max DB = 74\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

## *SUMMER ENTERTAINMENT SERIES*

MEMORIAL  
PARK

**WEEKEND #4 | FRIDAY, JULY 23 & SATURDAY, JULY 24**

JOLLY RINGWALDS, RON BURGUNDY'S, BILLY ELTON & MIDWEST DUELING PIANOS

Attendance

7/9 - 504

7/10 - 726

Sound | Amplified

Max DB = 83\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

*SUMMER ENTERTAINMENT SERIES*

---

MEMORIAL  
PARK

**WEEKEND #4 | SUNDAY, AUGUST 8**

**DANCING QUEEN WITH MOTOWN NATION**

Attendance | 609

Sound | Amplified  
Max DB = 68\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

*SUMMER ENTERTAINMENT SERIES*

MEMORIAL  
PARK

**WEEKEND #5 | FRIDAY, SEPTEMBER 10 & SATURDAY, SEPTEMBER 11**

JAGGED LITTLE PILL, GODDESSES OF ROCK, LANDSLIDE & THE PETTYBREAKERS

Attendance

9/10 - 289

9/11 - 899

Sound | Amplified

Max DB = 76\*

\*Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

*WHEATON BREW FEST*

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MEMORIAL  
PARK

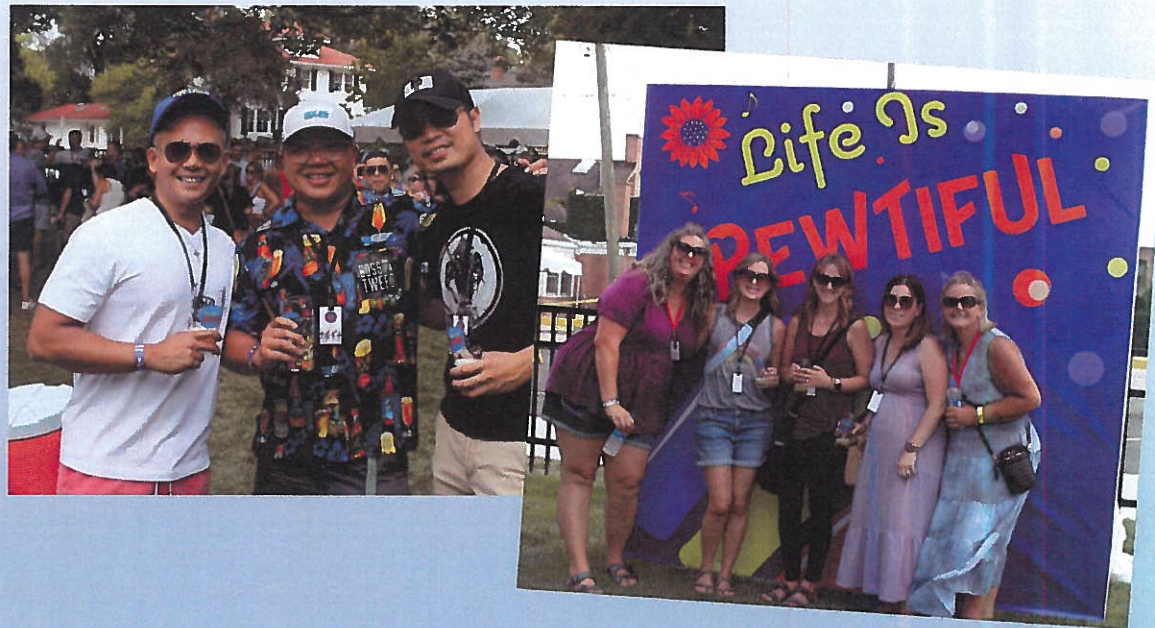
SATURDAY, AUGUST 7

Entertainment included Four  
Star Brass Band and Nerdvana

Attendance | 895

Sound | Amplified  
Max DB = 70\*

\* Maximum DB per City Ordinance = 100



# WHEATON PARK DISTRICT

*SHAKESPEARE IN THE PARK-HENRY IV: PART I*

---

MEMORIAL  
PARK

THURSDAY, AUGUST 26 – SATURDAY, AUGUST 28

Estimated 750 in Attendance for  
Rehearsal and Performance Nights.





**IN 2021, AN ESTIMATED  
13,500 VISITORS ATTENDED  
CONCERTS & SPECIAL  
EVENTS IN MEMORIAL PARK**

# SOUND

MEMORIAL  
—PARK—

# ORDINANCE

NO. 0-2019-21

---



## CESSATION OF AMPLIFICATION

*ALL AMPLIFIED SOUND SHALL CEASE AT 9:30P*

## LIMITATION OF NUMBER OF AMPLIFIED SOUND EVENTS

*THE USE OF THE SUBJECT PROPERTY FOR ALL EVENTS OR ACTIVITIES UTILIZING AMPLIFIED SOUND EQUIPMENT SHALL BE LIMITED TO NO MORE THAN THIRTY (30) DAYS IN ANY CALENDAR YEAR AND NO MORE THAN FOUR (4) DAYS IN ANY CALENDAR WEEK. THE AFOREMENTIONED LIMITATION WILL NOT INCLUDE THE PRACTICES OR PERFORMANCES OF THE WHEATON MUNICIPAL BAND*

# ORDINANCE

*AMPLIFIED VS. UNAMPLIFIED EVENTS*

---

MEMORIAL  
PARK

20

AMPLIFIED

RIBBON CUTTING, SUMMER ENTERTAINMENT SERIES  
CONCERTS (11), WHEATON BREW FEST, SHAKESPEARE  
IN THE PARK (3), MUSIC IN THE PARK, FESTIVAL OF  
CULTURES, GARY CHURCH SUNDAY SERVICE\* AND  
WDSRA FAMILY CONCERT\*

\*RENTALS

3

UNAMPLIFIED

MARCH FOR JESUS, CLARE WOODS GRADUATION  
AND MARCH A THON

# ORDINANCE

## DOCUMENTATION

### PROFESSIONAL SOUND COMPANY

Worked closely each performance to ensure levels were managed

### SOUND DECIBEL LOG

Measured every 30 minutes

- Sound & light booth
- Surrounding streets

All events stayed within the sound ordinance limitations

MEMORIAL  
PARK

ORIAL  
RK

#### WHEATON NOISE ORDINANCE

DAY | 7A-7P | Maximum DB = 105

EVENING | 7P-9:30P | Maximum DB = 100\*

Readings to be taken **every half hour** and measured at Sound Booth.

**\*REMINDER: PLEASE STAY AT 60-70DB.**

DATE: \_\_\_\_\_

BAND(S): \_\_\_\_\_

TIME: \_\_\_\_\_ DB READING: \_\_\_\_\_ INITIAL: \_\_\_\_\_

TIME: \_\_\_\_\_ DB READING: \_\_\_\_\_ INITIAL: \_\_\_\_\_

TIME: \_\_\_\_\_ DB READING: \_\_\_\_\_ INITIAL: \_\_\_\_\_

TIME: \_\_\_\_\_ DB READING: \_\_\_\_\_ INITIAL: \_\_\_\_\_

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TIME: \_\_\_\_\_ DB READING: \_\_\_\_\_ INITIAL: \_\_\_\_\_

# ALCOHOL SALES

MEMORIAL  
PARK

# ORDINANCE

NO. 0-2020-11

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## ALCOHOL SALES

*ALL ALCOHOL SALES SHALL CEASE AT 9:30P*

*THE PARK DISTRICT SHALL CONTRACT WITH THE CITY TO PROVIDE TWO OFF-DUTY POLICE OFFICERS PRESENT AT EACH OUTDOOR EVENT AT ALL TIMES DURING THE HOURS OF OPERATION. AT THE CHIEF OF POLICE'S DISCRETION, THE PARK DISTRICT SHALL BE REQUIRED TO HIRE ADDITIONAL OFF-DUTY OFFICERS ONCE ATTENDANCE AT ANY EVENT EXCEEDS FIVE HUNDRED (500) PERSONS.*

# ORDINANCE

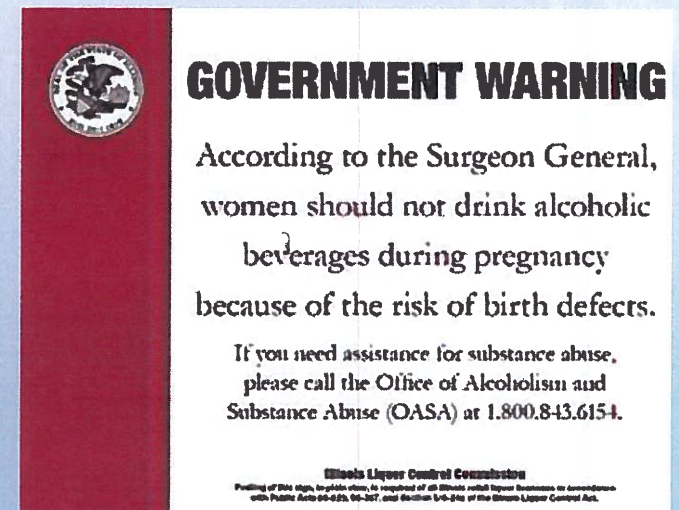
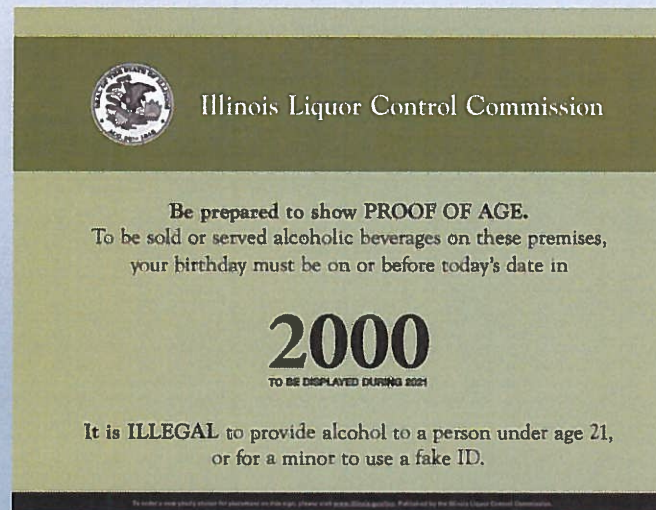
NO. 0-2020-11

MEMORIAL  
PARK

## EXIT SIGNAGE



## DISPLAYED AT CONCESSION STANDS



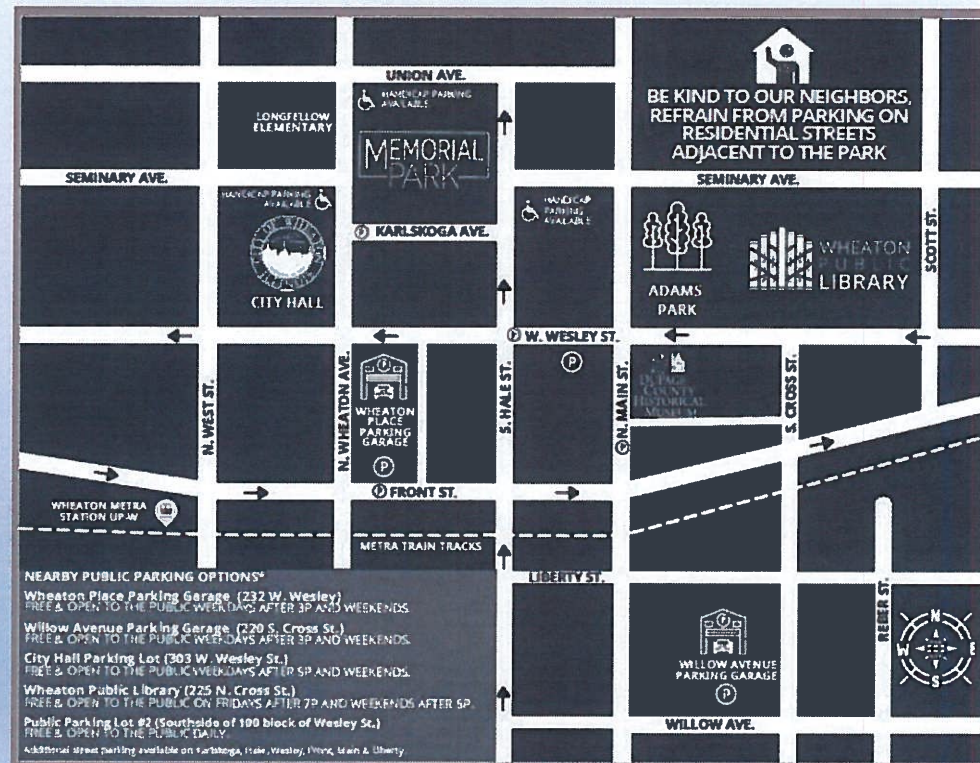
# PARKING

MEMORIAL  
PARK

# PARKING

## WEBSITE & COMMUNICATIONS

The [memorialparkwheaton.com](http://memorialparkwheaton.com) Website and ticket holder communications included parking details.



### NEARBY PUBLIC PARKING OPTIONS\*

Wheaton Place Parking Garage (232 W. Wesley)

FREE & OPEN TO THE PUBLIC WEEKDAYS AFTER 3P AND WEEKENDS

Willow Avenue Parking Garage (720 S. Cross St.)

FREE & OPEN TO THE PUBLIC WEEKDAYS AFTER 3P AND WEEKENDS

City Hall Parking Lot (303 W. Wesley St.)

FREE & OPEN TO THE PUBLIC WEEKDAYS AFTER 3P AND WEEKENDS

Wheaton Public Library (225 N. Cross St.)

FREE & OPEN TO THE PUBLIC ON FRIDAYS AFTER 7P AND WEEKENDS AFTER 3P

Public Parking Lot #2 (Southside of 190 block of Wesley St.)

FREE & OPEN TO THE PUBLIC DAILY

\*Additional street parking available on Karlskoga, Hale, Wesley, Main & Liberty

# PARKING



## PARKING LOG

Parking was tallied at every event at the following locations

- Lincoln Ave
- Franklin Ave
- Union Ave
- Wheaton Ave
- Karlskoga Ave
- Seminary Ave
- City Hall Lot
- Gary Church Lot

## TOP 3 PARKING LOCATIONS

Union Ave, Karlskoga Ave and Wheaton Ave

Memorial Park Street Parking Survey

Enter number of cars parked on streets  
Approx. Time: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

The map shows a grid of streets including Lincoln Ave, Franklin Ave, Union Ave, Wheaton Ave, Karlskoga Ave, Seminary Ave, and Gary Church Lot. Each street has a set of three numbered lines (1), (2), and (3) for recording the number of cars parked. The map also shows the location of the Lecture Center, Memorial Park, and the Gary Church Lot. A legend at the bottom right identifies various symbols used on the map, such as a car for a vehicle, a tree for a tree, and a building for a building.

# PARKING

MEMORIAL  
PARK

- Lincoln Ave
  - Average | 3
  - Maximum | 14
- Franklin Ave
  - Average | 9
  - Maximum | 32
- Union Ave
  - Average | 35
  - Maximum | 75
- Wheaton Ave
  - Average | 14
  - Maximum | 32
- Karlskoga Ave
  - Average | 27
  - Maximum | 36
- Seminary Ave
  - Average | 5
  - Maximum | 24
- City Hall Lot
  - Average | 6
  - Maximum | 22
- Gary Church Lot
  - Average | 14
  - Maximum | 60

# COMMUNITY MESSAGING

MEMORIAL  
PARK

# NEIGHBOR COMMUNICATION

## MEMORIAL PARK NEIGHBOR UPDATE Sent in April 2021



**MEMORIAL PARK** Spring 2021

**NEIGHBOR UPDATE**

Certainly we are proud to be the neighbors we are. In the past year, and after both scheduled and unscheduled delays, the Memorial Park modernization project is complete. I am so pleased with the energy and the progress that has been made. The Memorial Park District is proud to be a part of the community and we are working closely with the City of Wheaton to be able to bring the community back to life. At this moment, we are limited to 250 park capacity (about 400 open lots) at one time, meaning to provide a safe and healthy environment, and create a space for community gathering and outdoor events. If you have not taken time to walk through the park, I encourage you to get out and explore the neighborhood.

As a public entity of government we are obligated to deliver to state government, we are adapting our standard event operations and calendar of events to comply with these new rules. As guidelines evolve, we will adjust as we are able. It is our hope that these rules will be in place by 2022 and we can resume our traditional event calendar in 2022. The City of Wheaton's District will continue to project on identity drive which celebrates the current portion of the event or addition to COVID-19 guidelines rules.

The current guidelines set forth by the State of Illinois and the Illinois Department of Public Health:

208 W. Union St. | Wheaton, IL | memorialparkwheaton.com

**MEMORIAL PARK 2021 SCHEDULE OF EVENTS**

APRIL	MAY	JUNE
Friday, April 23 Wheaton North School Choir Performance, 5-6P	Saturday, May 1 Wheaton Memorial School Choir Performance, 5-6P	Wednesday, June 2 Crestwood Academy Graduation Performance, 5-6P
Saturday, April 24 Wheaton North School Choir Performance, 1P-2P	Wednesday, May 5-Thursday, May 6 Wheaton Memorial School Choir Performance, 7-8P	Friday, June 4 Hawthorne High School Choir Performance, 7-8P
Thursday, April 29 Wheaton Memorial School Choir Performance, 5-6P	Friday, May 7-Saturday, May 8 Wheaton Memorial School Choir Performance, 7-8P	Saturday, June 5 Crestwood Academy Graduation Performance, 5-6P
Friday, April 30 Wheaton Memorial School Choir Performance, 1P-2P	Wednesday, May 12-Thursday, May 13 Wheaton Memorial School Choir Performance, 7-8P	Monday, June 7-Tuesday, June 8 Wheaton Memorial School Choir Performance, 7-8P
	Friday, May 14-Saturday, May 15 Wheaton Memorial School Choir Performance, 7-8P	Wednesday, June 9-Thursday, June 10 Wheaton Memorial School Choir Performance, 7-8P
	Sunday, May 16 Wheaton Memorial School Choir Performance, 1P-2P	Friday, June 11-Saturday, June 12 Wheaton Memorial School Choir Performance, 7-8P
	Monday, May 17-Tuesday, May 18 Wheaton Memorial School Choir Performance, 7-8P	Wednesday, June 16-Thursday, June 17 Wheaton Memorial School Choir Performance, 7-8P
	Wednesday, May 19-Thursday, May 20 Wheaton Memorial School Choir Performance, 7-8P	Friday, June 18-Saturday, June 19 Wheaton Memorial School Choir Performance, 7-8P
	Friday, May 21-Saturday, May 22 Wheaton Memorial School Choir Performance, 7-8P	Monday, June 21-Tuesday, June 22 Wheaton Memorial School Choir Performance, 7-8P
	Sunday, May 23 Wheaton Memorial School Choir Performance, 1P-2P	Wednesday, June 23-Thursday, June 24 Wheaton Memorial School Choir Performance, 7-8P
	Monday, May 24-Tuesday, May 25 Wheaton Memorial School Choir Performance, 7-8P	Friday, June 25-Saturday, June 26 Wheaton Memorial School Choir Performance, 7-8P
	Wednesday, May 26-Thursday, May 27 Wheaton Memorial School Choir Performance, 7-8P	Monday, June 28-Tuesday, June 29 Wheaton Memorial School Choir Performance, 7-8P
	Friday, May 28-Saturday, May 29 Wheaton Memorial School Choir Performance, 7-8P	Wednesday, June 30-Thursday, July 1 Wheaton Memorial School Choir Performance, 7-8P

Thank you to our Summer Bandshell Sponsor  
**First Trust**  
memorialparkwheaton.com

**July 11, 2021**

Dear Memorial Park Neighbor,

Thank you for your continued support of the July 4 Independence Day Parade. We are excited to be able to bring this important tradition back to the community. The parade will begin one hour later than usual at 11A on Sunday, July 4 to allow additional time for worship services.

Your business or organization is located along, or within a few blocks, of the parade route.

Staging for this year's parade will remain on Main St. from Hawthorne Blvd. north to Cafe Ave. We, again, appreciate the use of your parking lot to allow for staging. Estates will arrive around 8A and will stop off at 11A.

This year's parade route has been slightly altered due to the Downtown Wheaton Streetcar and Construction project. The parade will head south on Main St. and west on Union Ave. The viewing stand will be located on Union Ave. (between Main & Wheaton Avenue). Parade entries will be sent to Wheaton Ave. or toward West St. at the end of the parade.

Attached to this letter you will find a map outlining the parade route.

The event will require some street closures:

- Main St. will be closed northbound from Harrison Ave. to Cottage Rd. beginning at 9:30A. Main St. south of Harrison to Wheaton Ave. will be closed beginning at 10:15A on Sunday, July 4.
- Cafe Ave. will remain open, but traffic will be limited due to its proximity to the parade staging area.
- Parade Ave. & Hawthorne Blvd. will be used as staging areas for the parade between Main St. and West St.
- Union Ave. will be closed between Main St. and West St. beginning at 10:30A. The parade judging area will be located on Union.

We apologize for any inconvenience this may cause and appreciate your understanding. We hope you will join us by participating in one of the longest standing traditions in Wheaton. We appreciate our neighbors and hope you enjoy your first visit to all the great things the parade offers.

The Independence Day celebration will kick off with fireworks and activities at Crest Park on Saturday, July 3 at 5:30P. Fireworks show will start at approximately 8P.

Thank you and we hope to see you at all the Independence Day Celebrations. For more information visit, [memorialparkwheaton.com](https://www.memorialparkwheaton.com).

Sincerely,  
Amy S.  
Amy Salsbery  
Superintendent of Marketing & Special Events  
630.510.4960 | [asalsbery@wheatonpark.com](mailto:asalsbery@wheatonpark.com)

Wheaton Park District | 182 F. Wenzel St., Wheaton, IL 60187 | 630.530.4830

**July 21, 2021**

Dear Memorial Park Neighbor,

This letter is to inform you that Memorial Park will be in use for two special events Saturday, August 7 and Sunday, August 8. Based on City guidelines, this event will require the entire park perimeter to be fenced and secured. Details and street closures are listed below but the impact to your home will be minimal. There will be an increase in traffic and sound in the area during the times of the events.

On Saturday, August 7 the Wheaton Park District is hosting the 18th annual Wheaton Brew Fest from 12:30-4:30P. This is a ticketed event featuring craft beer tastings, food vendors and entertainment. Proceeds from this event benefit the Crestwood Special Area District of DuPage and the DuPage County Historical Museum.

The fest will require only one street closure:

- Hawthorne Avenue between Wheaton and Hale will be closed beginning Thursday, August 5 at 11:59P and will remain closed until Saturday, August 7 at 7P.

There will be no parking on Hale Street or Wheaton Avenue beginning Friday, August 6 at 11:59P and will remain unavailable until Saturday, August 7 at 7P.

On Saturday, August 7, Memorial Park has been rented for a private event from 12-4P. No streets will be closed for this event, but the park will be fenced in and remain closed to the public until approximately 7:30P.

We apologize for any inconvenience this may cause and appreciate your understanding. If you are unable to join us on August 7, please use the code below for you and your friends.

**COUPON CODE: 18BREW18 (IS GOOD FOR A DISCOUNT OF \$10 OFF PER GUEST)**

We acknowledge and appreciate our Memorial Park neighbors and hope you enjoy your first visit to all the great things the fest offers. Thank you for your cooperation. For more information visit [wheatonbrewfest.com](https://www.wheatonbrewfest.com) or feel free to use the contact information listed below.

Sincerely,  
Amy S.  
Amy Salsbery  
Wheaton Park District  
630.510.4960 | [asalsbery@wheatonpark.com](mailto:asalsbery@wheatonpark.com)

Don Novak  
Wheaton Park District  
630.510.4117 | [dnovak@wheatonpark.com](mailto:dnovak@wheatonpark.com)

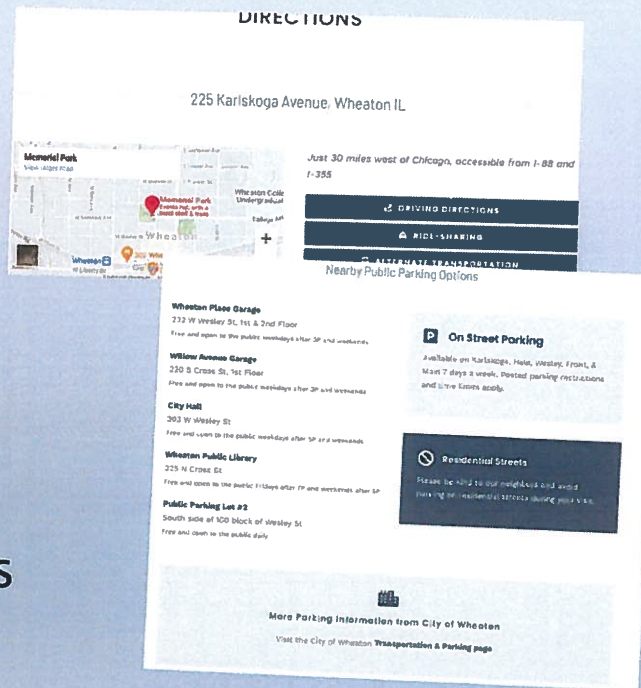
# WEBSITE, EMAILS & SOCIAL MEDIA

## Website

- FAQ's
- Directions
- Parking
- Park policies

## Emails

- Promotional
- Ticket holders



## Social Media



# WELCOME TO MEMORIAL PARK

YOU MUST HAVE A  
TICKET TO ENTER

NO PETS ALLOWED

SMOKING AND VAPING  
PROHIBITED

MEMORIAL  
PARK

## BE KIND TO OUR NEIGHBORS

REFRAIN FROM PARKING ON  
RESIDENTIAL STREETS ADJACENT  
TO THE PARK

MEMORIAL  
PARK



## RECYCLE RIGHT



### Did you know?

Unlike most recycling, a used  
aluminum can is typically recycled  
directly into a new can – a process  
that can happen over and over.

## ALUMINUM CANS ONLY

MEMORIAL  
PARK

Green Team  
CREATING YOUR PARK INTEREST

## ALL INDIVIDUALS AND THEIR BELONGINGS ARE SUBJECT TO SEARCH.

### ITEMS PROHIBITED



ALCOHOLIC  
BEVERAGES



RECORDING  
DEVICES



LARGE  
COOLERS



WEAPONS

### ITEMS PERMITTED



BAGS  
NO LARGER THAN  
12" WIDE X 12" DEEP  
X 12" HIGH



CAMP CHAIR  
RECLINING, ROCKERS,  
CAMPSTOVE, ETC.  
RENTAL, HAVE SEATING OR  
COUNTERS ARE NOT  
PERMITTED



BLANKETS  
NO LARGER THAN  
6' X 6'

*This information is subject to change without notice.*

MEMORIAL  
PARK

# DAY OF EVENT PROCESS

## SUMMER ENTERTAINMENT SERIES



### Entrance Security

- *CERT checked bags, purses, coolers and bagged chairs for prohibited items*

### Tickets

- *Everyone was required to have a ticket to enter and scanned at the gate*

### Police Presence

- *2 officers present at all times at each concert*

### Wristbands

- *Over 21 ticketholders received a unique 21+ verified wristband*
- *20 and under received a wristband verifying their ticket was checked*

# CONCERT ATTENDEE INPUT

MEMORIAL  
—PARK—

# POST-SEASON SURVEY

## SUMMER ENTERTAINMENT SERIES-QUESTIONS



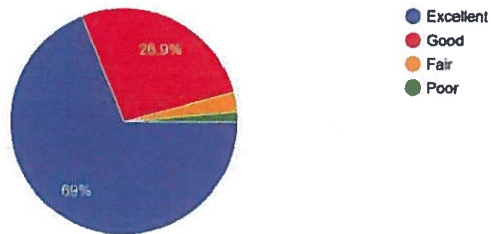
Survey sent to ticketholders asking for feedback

- 1. How would you rate your overall experience?**
2. Which events/concerts did you attend this season?
3. What types of musical acts or performances would you like to see in 2022?
4. Is there another type of entertainment or music not listed that you would like to be considered?
5. What are your preferred days/times for concerts?
6. Did you purchase any food or drinks from the concession stand or food vendor?
- 7. How did you get to the park?**
8. What is your preferred Summer Concert Series seating?
- 9. Was the volume of the event satisfactory?**
- 10. Please rate the \$10 concert ticket price.**
11. Please share any additional feedback that you would like to share or changes you would like to see for the 2022 Summer Entertainment Series.

# POST-SEASON SURVEY

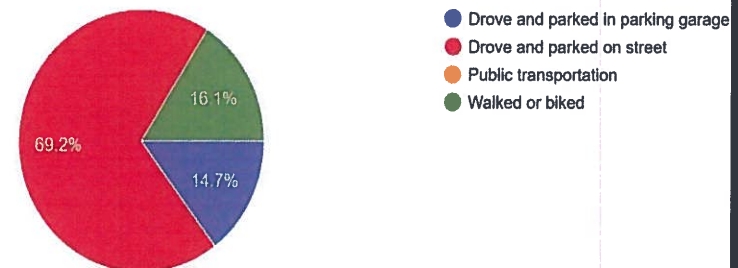
How would you rate your overall experience?

145 responses



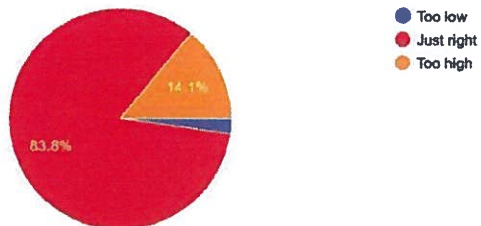
How did you get to the park?

143 responses



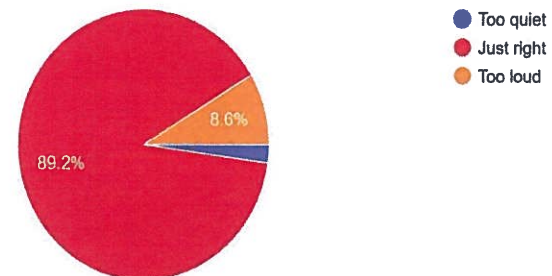
Please rate the \$10 concert ticket price:

142 responses



Was the volume of the event satisfactory?

139 responses



# POST-SEASON SURVEY

## SUMMER ENTERTAINMENT SERIES-COMMENTS



"Truly enjoyed the concert and look forward to many more!"

"The Chicago Philharmonic ensembles were excellent; please schedule them again!"

"Great and friendly staff, easy ticket purchase, great value, wonderful sound system, great spacing on lawn, outstanding experience all around"

"Loved this concert-beautiful night at our towns beautiful new facility. Also loved how high school groups used the bandshell to perform!"

"Wheaton's business' benefit from scheduling these downtown events. My wife and I usually eat downtown or buy take-out to bring to these concerts and the Wheaton Municipal Band. Kudos to Wheaton leaders."

# COMMUNITY INPUT

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MEMORIAL  
PARK

# FEEDBACK

## *SUMMER ENTERTAINMENT SERIES*

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Over the course of the summer, the park district received feedback from 11 residents expressing disappointment in the fee we were charging for the concert series.

Early in the season, 3 residents communicated concerns with the volume of the music from the bandshell. We actively managed and reduced the Decibel levels at the park.



THANK  
YOU

MEMORIAL  
PARK

# THANK YOU

CITY OF WHEATON  
MEMORIAL PARK NEIGHBORS  
CERT  
SPONSORS  
COMMUNITY  
FOR A SUCCESSFUL SUMMER!



# LOOKING AHEAD

MEMORIAL  
PARK

# LOOKING TO 2022

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We will continue to use an online service to sell tickets at \$10.00 each. This will allow us to manage the crowd and park capacity. We will maintain a maximum guest count of 1,200 per concert.

Return of Cream of Wheaton June 2 – June 5. There will be no charge to attend.

We have added two free family entertainment nights.

We will work closely with Downtown Wheaton Association, City of Wheaton, and Wheaton Chamber to provide a balanced event calendar to avoid any parking or city staffing challenges.

Continue to promote off-street parking locations including the parking lot at Wheaton Public Library and City Hall.



# WHEATON PARK DISTRICT SUMMER EVENTS 2022



EVENT DATE	EVENT NAME*	EVENT/MUSIC GENRE
June 2 – 5	Cream of Wheaton	Entertainment, Beer Garden, Business Expo, Arts & Crafts, Food Vendors
June 24	Mulberry & Gold Dust Dreams	Billy Joel & Fleetwood Mac Tribute
June 25	Stark Raving Dads & HIFI Superstar	70's, 80's, 90's Music
July 3 & 4	Independence Day	Fireworks & Parade
July 11	Shout Section Big Band	Swing Dance Music & Entertainment-FREE
July 15	The Wayout's & American English	60's Garage & Beatles Tribute
July 16	Chicago Philharmonic	Philharmonic Ensembles
July 29	Billy Elton & Radio Gaga	Billy Joel, Elton John, Lady Gaga & Queen Tribute
July 30	Ultra Beat & 16 Candles	Pop and 80's Hits
August 6	Wheaton Brew Fest	Beer Sampling, Music and Food Vendors
August 8	Rockabilly Band	Local Family Friendly Rock-FREE
August 12	Arra & One of These Nights	Classic Rock & Eagles Tribute
August 13	The Chicago Experience & The Petty Breakers	Chicago Cover & Tom Petty Tribute
August 25-27	Shakespeare in the Park	Shakespeare Theater & Concessions
September 9	Ron Burgundy's & Rod Tuffcurls & Bench Press	60's-80's Yacht Rock & Festival Music
September 10	The Special Consensus & Bella Cain	Bluegrass & Country Music

*Note: September 23 & 24 held for rain dates*

*\*tentative*

# QUESTIONS?

MEMORIAL  
—PARK—

# STAFF

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Mike Benard | Executive Director

Margie Wilhelmi | Director of Marketing, Events & Development

Dan Novak | Director of Athletic Programs & Facilities

Andy Bendy | Director of Special Facilities

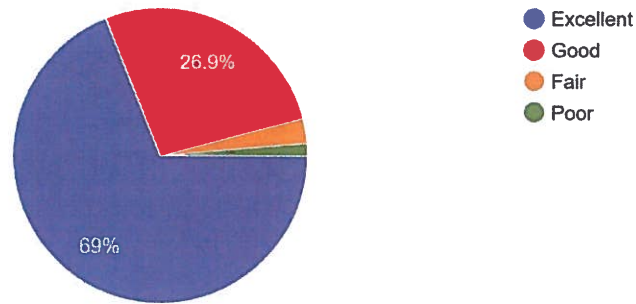
Rob Sperl | Director of Parks & Planning

# MEMORIAL PARK SUMMER ENTERTAINMENT SERIES SURVEY RESULTS

AS OF 10/28/21

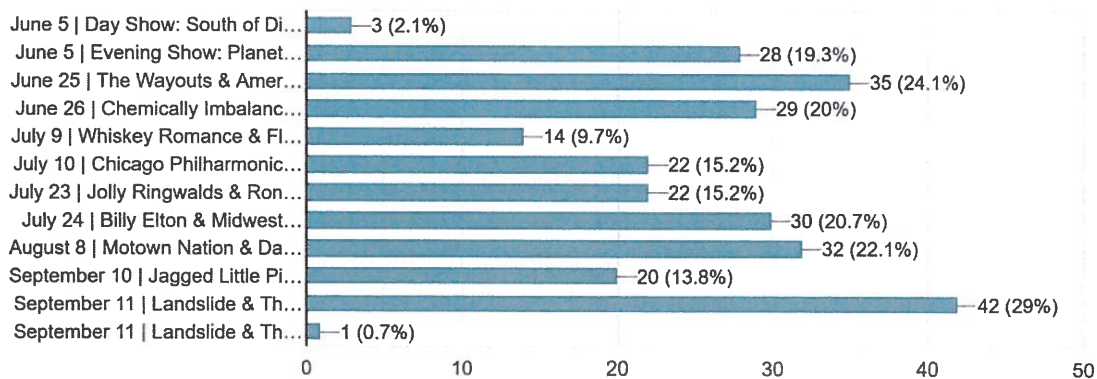
How would you rate your overall experience?

145 responses

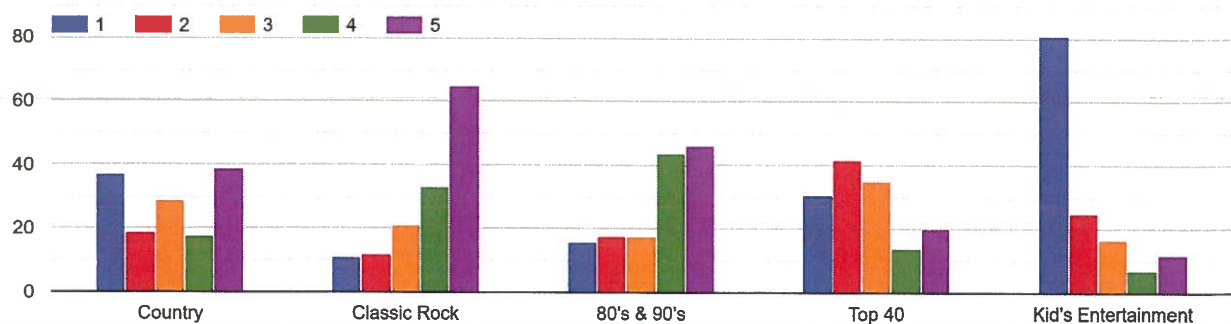


Which events/concerts did you attend this season? (Check all that apply)

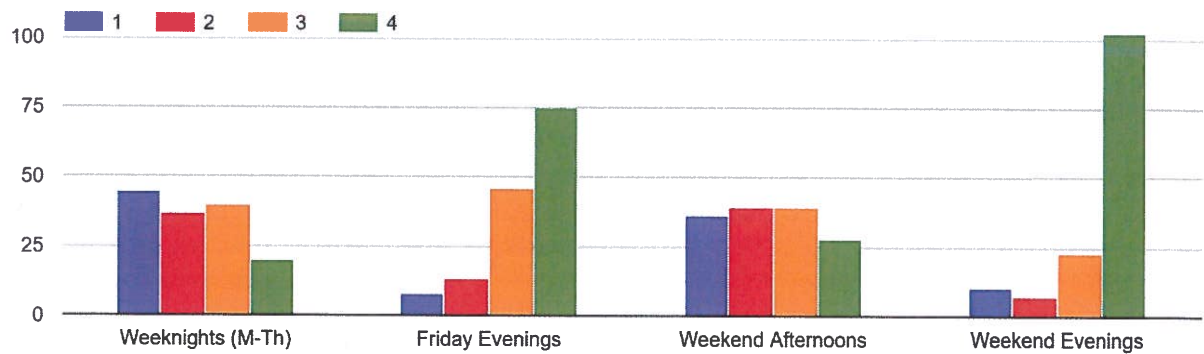
145 responses



What types of musical acts or performances would you like to see in 2022? Check in order of preference (1=least preferred & 5=most preferred).

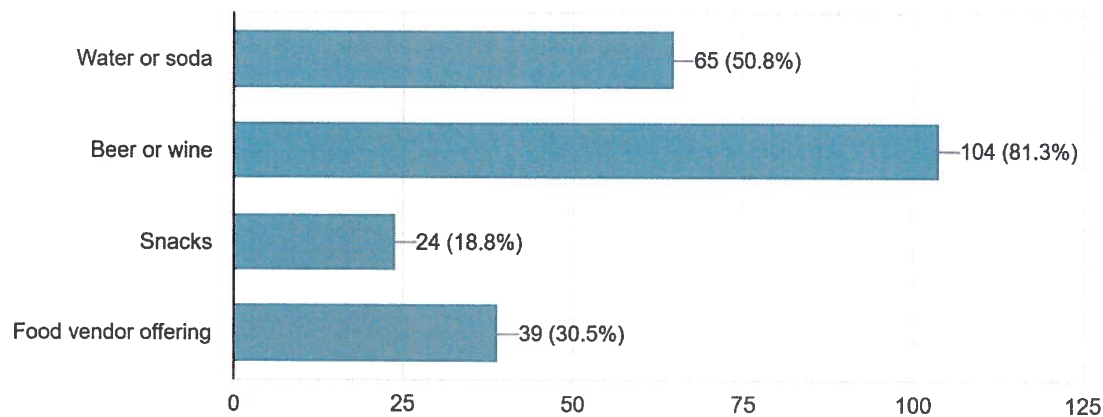


What are your preferred days/times for concerts? Check in order of preference (1=least preferred & 4=most preferred).



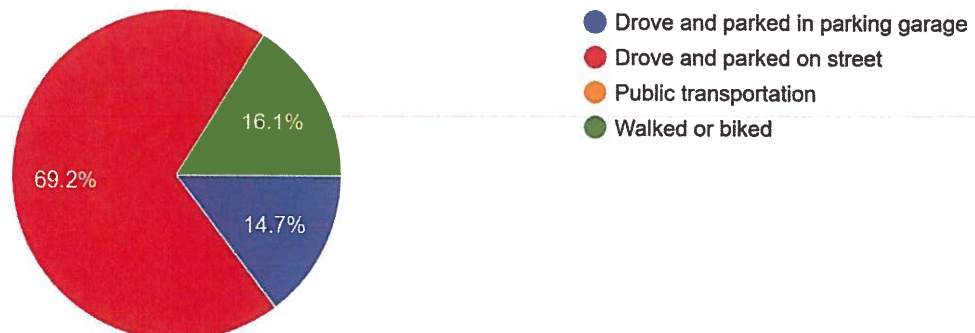
Did you purchase any food or drinks from the concession stand or food vendor? (Check all that apply)

128 responses



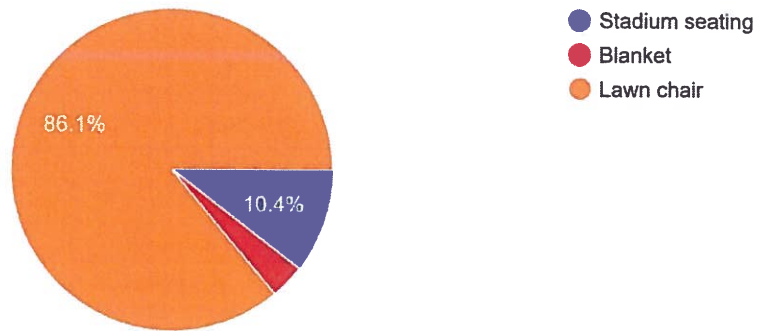
How did you get to the park?

143 responses



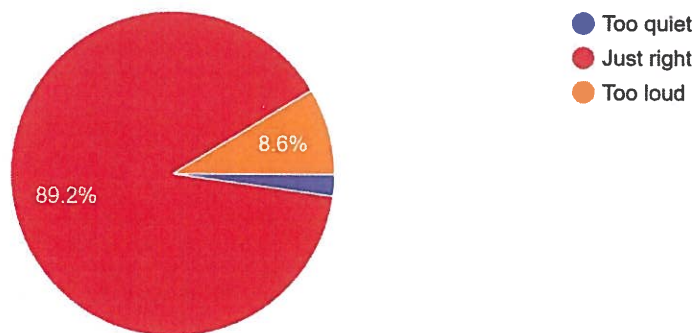
### What is your preferred Summer Concert Series seating?

144 responses



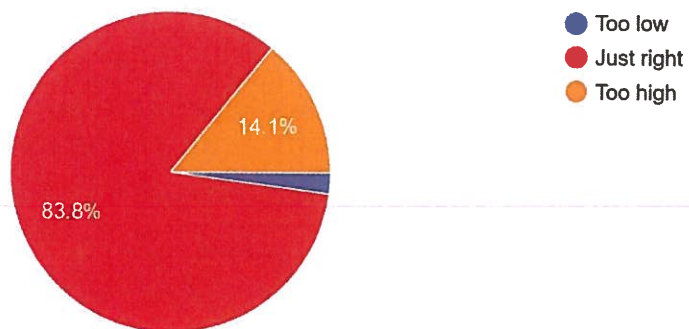
### Was the volume of the event satisfactory?

139 responses



### Please rate the \$10 concert ticket price:

142 responses



## **OPEN ENDED RESPONSES**

Is there another type of entertainment or music not listed that you would like to be considered?  
Please share in the space below.

No – 58

Classical/Symphony – 21

Decades (50s/60s/70s/80s/90s) - 15

Jazz/Blues – 11

Broadway – 7

Comedy – 4

Pop – 2

Oldies – 3

World Music – 1

Please share any additional feedback that you would like to share or changes you would like to see for the 2022 Summer Entertainment Series:

Ticket Prices – 14

More Beer/Wine Offerings – 13

Food Vendors – 12

Performance Length Too Long – 3

More Dancing Space – 2

Pets Allowed – 1

## MEMORANDUM

**TO:** The Honorable Mayor and City Council  
**FROM:** James P. Kozik, AICP Director of Planning and Economic Development  
**DATE:** January 27, 2022  
**SUBJECT:** One Year Review of Special Use Permit - Memorial Park

### Request

City Council review of Memorial Park Activities for 2021 pursuant to Special Use Ordinance.

### Background

In 2019 and 2020, the Mayor and City Council approved Ordinance Nos. O-2019-21 and O-2020-11 respectively which authorized a Special Use Permit to the Park District for a new bandshell at Memorial Park.

Section 5 of Ordinance No O-2019-21 required that following the first full year of operation of the new bandshell, the Park District shall submit to the City information regarding the efficacy of the conditions set forth in Sections 4 A-F of the ordinance, including the capacity of the park to accommodate the size of the crowds attending scheduled events including the number of attendees at each event with a description of the event and the ability of the area surrounding the park to accommodate traffic and parking for the scheduled events. Attached as Exhibit "A" is a copy of a spreadsheet of data prepared by the Park District for the events that took place in Memorial Park in 2021. The dates that are highlighted in yellow have corresponding City LPR data (Exhibit "B").

While the improvements to Memorial Park and the bandshell were ready for the 2020 season, the COVID 19 Pandemic prevented its use. The Park did open for use in 2021, albeit initially under Covid restrictions and without the full schedule of events anticipated by the Park District.

Section 5 of Ordinance No. O-2019-21 was made part of the approval of the Special Use because the City concluded that the impact of the proposed special use was based on the available information and that such use was reasonable so long as it is in conformance with the special use requirements and restrictions imposed by the Ordinance.

Because actual operating conditions were not available at the time of their approval, the Council further concluded that it was reasonable and appropriate to permit the demolition and construction pursuant to the special use permit and to allow operation of the activities at the park in conformance with the special use restrictions and requirements imposed, subject to an evaluation of the effectiveness of the special use restrictions and requirements set forth by the Ordinance, after a full year of operation of the Park in accordance with the terms of the special use permit to determine only what, if any, fine tuning of the special use could improve the special use's compatibility with surrounding properties.



Section 5 further stated that the City may conduct a public meeting where it will review the evaluation of the conditions including all information provided by the Park District for the purpose of possibly fine tune, change, supplement or eliminate conditions associated with the special use permit.

## **Summary of 2021 Events**

### **Attendance**

A total of 45 events were held at Memorial Park in 2021. Section 4D of Ordinance No. O-2019-21 limited the number of events or activities utilizing amplified sound to no more than 30 days in any calendar year and no more than 4 days in any calendar week. Practices and Performances of the Wheaton Municipal Band however are not included in this limitation.

For each event held at Memorial Park, the Park District Staff performed a headcount of those in attendance as well as provided information on the approximate time the park was cleared of attendees. All of the events held in 2021 at Memorial Park with greatly under the maximum design capacity of the park at 1,800 seated and 2,500 standing.

### **School District 200**

From April 16, 2021 to May 16, 2021, Wheaton North and Wheaton Warrenville High Schools held 14 musical rehearsals and performances were held at Memorial Park as COVID restrictions prevented the high schools from conducting these activities indoors at their respective schools. These rehearsals and performances were lightly attended with attendance averaging 76 persons. It is not expected that these rehearsals and performances will take place at Memorial Park in 2022.

### **Wheaton Municipal Band**

The Wheaton Municipal Band utilized Memorial Park 16 times in 2021 for 8 rehearsals and 8 concerts. The average attendance for Municipal Band concerts was 596; with a high of 900 on 7/1 and a low of 350 on 6/10.

### **Wheaton Park District**

The Wheaton Park District held 12 events at Memorial Park as part of their District's Summer Entertainment Weekend Series. The dates and times were as follows: June 4, 5-8 pm (Ribbon Cutting) June 5, 6-9:30 pm; 25-26, 5:30-9:30 pm (both nights); July 9-10, 5:30-9:30 pm (both nights); 23-24, 5:30-9:30 pm (both nights); August 7-8, (Brewfest on August 7) 12:30-4-30 pm (both days) and September 10-11, 5:30-9:30 pm (both nights). The average attendance at the Park District's events was 571, with a high of 899 on 9/11 and a low of 134 on 6/4.

### **Shakespeare in the Park**

Wheaton College and the Wheaton Park District held 2 Shakespeare in the Park performances on June 26 and 28 with an average attendance of 315 persons.

### **City of Wheaton**

Lastly, the City of Wheaton's Fine and Cultural Arts Commission held two events at Memorial Park; Music in the Park on July 25 and The Festival of Cultures on September 12. Both of these events were lightly attended.

### **Sound Level**

For each event held at Memorial Park, the Park District Staff measured the decibel level (Db) of the sound from a fixed location within the park. The average measured sound level for all performances in 2021 was 68 Db. The average decibel level for the Wheaton Municipal Band was 68 Db. The average decibel level for performances associated with the Summer Series Concerts was 77 Db. The two Shakespeare in the Park performances had sound level readings of 60 and 67 Db respectively. A note from the performance from which the 60 Db was taken states the plays dialog was barely audible over the noise of the cicadas.

### **Parking**

#### **Park District Data**

In an effort to determine the ability of the area surrounding Memorial Park to accommodate traffic and parking for the scheduled events, for each event held at Memorial Park, the Park District Staff counted vehicles parked within the parking lots of Gary Memorial Church, City Hall, and on Karlskoga, Wheaton Avenue, Union Avenue, Franklin Avenue, and Lincoln Avenue.

The data revealed during performances of the Wheaton Municipal Band and the Park District's Summer Concert Series, an average of 104 vehicles parked on Karlskoga, Wheaton Avenue, Union Avenue, Franklin Avenue, and Lincoln Avenue. As expected, the data also revealed a greater number of vehicles were parked closer to the park and fewer vehicles were parked on those streets further away from the park.

#### **City Data**

For a number of dates during 2021, the City also performed counts of vehicles for a larger area within the Downtown utilizing the Police Departments LPR (License Plate Recognition) technology. This technology allowed the City to calculate parking occupancy for various areas by having the LPR vehicle drive a fixed route. This data is presented in Exhibit "B". As previously stated, those dates highlighted in yellow are for several Summer Concert Series dates, while the last page (8/7/21) contains data for Brewfest.

The parking occupancy data for the on-street parking within the neighborhood north of Memorial Park corresponds closely to the parking counts performed by the Park District Staff. The parking occupancy data also shows the impact other simultaneous activities in the Downtown as well as busy weekend nights have on parking in the greater downtown Wheaton Area (7/9/21). The City data also reveals very low occupancy of the Wheaton Public Library parking lot and City Hall parking lot during Memorial Park events.

### **Conclusions**

Section 5 of Ordinance No O-2019-21 required that following the first full year of operation of the new bandshell, the Park District shall submit to the City information regarding the efficacy of the conditions set forth in Sections 4 A-F of the ordinance, including the capacity of the park to accommodate the size of the crowds attending scheduled events including the number of attendees at each event with a description of the event and the ability of the area surrounding the park to accommodate traffic and parking for the scheduled events.

While the improvements to Memorial Park and the bandshell were ready for the 2020 season, the COVID 19 Pandemic prevented its use. The Park did open for use in 2021, albeit initially under Covid restrictions and without the full schedule of events anticipated by the Park District.

Even without a full slate of events operating at maximum capacity, Staff was able to draw some conclusions from the data that has been provided.

#### Attendance

With an average attendance of 596 for the Wheaton Municipal Band Concerts and 571 for the Park District's Summer Concert Series, attendance was well below the design capacity of the park of 1800 seated persons and 2,500 persons standing. Based upon how attendees "used" the park. i.e., spread out with chairs and/or blankets, the Park District has stated that going forward, they will limit ticket sales to around 1,000 persons.

#### Parking

The data collected by the Park District revealed during performances of the Wheaton Municipal Band and the Park District's Summer Concert Series, an average of 104 vehicles parked on Karlskoga, Wheaton Avenue, Union Avenue, Franklin Avenue, and Lincoln Avenue. As expected, the data also revealed a greater number of vehicles were parked closer to the park and fewer vehicles were parked on those streets further away from the park.

The parking occupancy data gathered by the City through its LPR technology for the on-street parking within the neighborhood north of Memorial Park corresponds closely to the parking counts performed by the Park District Staff.

The City parking occupancy data also shows the impact other simultaneous activities in the Downtown as well as normal weekend nights have on parking in the greater downtown Wheaton Area. The City data also reveals very low occupancy of the Wheaton Public Library parking lot and the Willow Avenue Garage. Efforts should be made to encourage the use of these two existing facilities, and to better coordinate events amongst organizations to not have simultaneous events occurring at the same time that attract large numbers of attendees to the downtown. A useful illustration of this is the data in Exhibit "B" for 8/7/21 during Brewfest. The event was held during the day, on a day when there were no other large-scale events happening in the downtown. The resulting impacts on available parking were minimal. Contrast this data with that from 7/9/21 when a concert was taking place in Memorial Park and the DWA was conducting a Margarita Crawl along with a Car Show and Frida Friday.

While in most cases excess capacity existed in the Wheaton Place Garage and the immediately adjacent street system for events that had less than half of the full capacity of the park, staff is very concerned about events which could reach the full design capacity of the park.

#### Police Services

The Police Department indicates that no calls for service or incidents for any of the noted dates during the 2021 season at Memorial Park.

Date	Event	Max DB at Union & Hale	Estimated head Count	Actual Head Count	Park Time Empty	Parking Lincoln Ave	Parking Franklin Ave	Parking Union Ave	Parking Wheaton Ave	City Lot	Parking Karlskoga	Church Seminary	Total Parking	Notes
4/23/2021	Wheaton North Choir	60	65		NA	0	0	11	8	28	0	0	N/A	47
4/24/2021	Wheaton North Choir	71	155		8:45pm	0	0	15	9	31	0	0	N/A	55
4/29/2021	WW Choir	63	20		8:10pm	0	1	18	7	30	7	1	N/A	64
4/30/2021	WW Choir	74	12		7:50pm	4	0	11	8	34	0	2	N/A	59
5/1/2021	WW Choir	72	150		8:00pm	3	3	50	13	34	4	4	N/A	111
5/5/2021	WW Musical Rehearsal	68	12		8:30pm	1	3	7	7	29	3	3	N/A	53
5/6/2021	WW Musical Rehearsal	75	10		8:00pm	3	1	7	8	31	2	3	N/A	55
5/7/2021	WW Musical Performance	68	80		8:20pm	0	6	22	4	32	0	3	N/A	67
5/8/2021	WW Musical Performance	75	80		8:20pm	4	5	15	9	33	3	4	N/A	73
5/12/2021	Wheaton N. Musical Rehearsal	68	8		7:00pm	0	1	15	5	31	0	3	N/A	55
5/13/2021	Wheaton N. Musical Rehearsal	68	14		7:10pm	2	1	19	6	33	1	2	N/A	64
5/14/2021	Wheaton N. Musical Performance	61	180		8:00pm	8	2	39	12	34	22	3	N/A	120
5/15/2021	Wheaton N. Musical Performance	71	110		8:00pm	14	9	45	11	35	1	3	N/A	118
5/16/2021	Wheaton N. Talent Show & Jazz Band	67	170		7:15pm	2	5	29	14	26	0	0	N/A	76
6/4/2021	Ribbon Cutting	75		134	8:00pm	5	4	41	19	27	10	3	N/A	109
6/5/2021	RUN/Summer Series Concerts	88		720	unknown	13	20	55	23	32	2	6	N/A	151
6/9/2021	Municipal Band (rehearsal)	66	0		10:50pm								N/A	0
6/10/2021	Municipal Band show	70	350		9:45pm	8	21	59	27	35	20	8	N/A	178
6/16/2021	Municipal Band (rehearsal)	74	14		10:30pm	0	4	13	8	33	2	2	N/A	62
6/17/2021	Municipal Band show	70	700		10:00pm	5	23	65	29	35	4	20	N/A	181
6/25/2021	Summer Series Concert	83		732	10:00pm	3	23	57	24	30	4	18	N/A	159
6/26/2021	Summer Series Concert	83		664	unknown	4	23	60	30	29	17	4	N/A	167
6/30/2021	Municipal Band (rehearsal)	0	12		10:50pm	0	0	11	7	26	3	1	1	49
7/1/2021	Municipal Band show	68	900		9:55pm	4	32	75	30	32	4	22	60	259
7/7/2021	Municipal Band (rehearsal)	60	7		10:40pm									no parking numbers taken.
7/8/2021	Municipal Band show	71	450		unknown	1	15	62	22	33	3	22	42	200
7/9/2021	Summer Series Concert	74		377	9:50pm	4	24	59	25	36	16	4	9	177
7/10/2021	Summer Series Concert	61		298	7:45pm	0	4	18	10	18	1	4	3	58
7/14/2021	Municipal Band (rehearsal)	60	6		10:20pm									no parking numbers taken.
7/15/2021	Municipal Band show	71	400		9:15pm	0	5	47	19	36	13	4	37	161
7/21/2021	Municipal Band (rehearsal)	61	3		10:35pm									no parking numbers taken.
7/22/2021	Municipal Band show	64	520		9:45pm	4	13	63	23	31	19	4	33	190
7/23/2021	Summer Series Concert	82		504	10:40pm	4	16	43	18	28	0	0	7	116
7/24/2021	Summer Series Concert	83		726	10:20pm	2	7	56	19	28	12	3	8	135
7/25/2021	City of Wheaton Music in the Park	59	65		5:45pm	0	3	11	3	26	0	2	2	47
7/28/2021	Municipal Band (rehearsal)	61	10		10:30pm									no parking numbers taken.
7/29/2021	Municipal Band show	66	650		10:20p	3	27	73	27	30	20	3	44	227
8/4/2021	Municipal Band (rehearsal)	61	10		10:40pm									0
8/5/2021	Municipal Band show	67	800		10:45pm	6	30	70	32	30	4	24	28	224
8/7/2021	Wheaton Brew Fest	70		895	5:00pm									no parking numbers taken.
8/8/2021	Summer Series Concert	68		609	4:45pm	0	8	48	12	30	3	15	6	122
8/26/2021	Shakespeare in the Park	60	250		9:45pm	0	7	55	22	24	3	12	14	137
8/28/2021	Shakespeare in the Park	67	380		10:15p	4	16	52	25	29	3	11	8	148
9/10/2021	Summer Series Concert	70		289	9:20p	0	0	44	13	32	0	5	0	94
9/11/2021	Summer Series Concert	76		899	9:50pm	0	21	56	23	28	4	19	7	158

TO: Board of Commissioners  
FROM: Margie Wilhelmi, Director of Marketing  
Dan Novak, Director of Athletics & Facilities  
THROUGH: Mike Benard, Executive Director  
RE: 2022 Memorial Park Special Events  
DATE: February 2, 2022

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**SUMMARY:** Staff seeks the board's approval to serve liquor (beer/wine) in Memorial Park for the following park district special events:

Cream of Wheaton	June 2-5
Summer Concert Series	June 24, 25, July 15, 16, July 29, 30, August 12,13, September 9,10 Rain Dates: September 23 & 24, if needed)
Wheaton Brew Fest	August 6
Park Rental - Northwestern	August 7

Staff proposes the beer garden area to include the entire footprint of Memorial Park as it has in previous years.

### **Cream of Wheaton 2022**

Cream of Wheaton is scheduled for June 2 – June 5. This event did not take place in 2020 or 2021. Beer and wine will be available for sale Thursday, 4-9:30 p.m., Friday, 4-9:30 p.m., Saturday, 8 a.m.-9:30 p.m. and Sunday, 1-7 p.m. This event is a partnership with Wheaton Chamber of Commerce.

### **Summer Concert Series 2022**

This will be the second year for the Summer Concerts in Memorial Park. Beer and wine will be available on Friday night concerts from 5 to 9:30pm and at Saturday night concerts from 5 to 9:30pm.

### **Wheaton Brew Fest 2022**

The Brew Fest event will offer 32 – 2 oz. beer sampling in Memorial Park between the hours of Noon and 4pm. This event is a partnership with CASA of DuPage.

### **Park Rental 2022**

Northwestern Medicine has rented Memorial Park in the past for a staff event. Arrowhead would be handling the Beer and Wine Sales for this event between the hours of 1 and 5pm. This event was cancelled in 2020 and 2021.

### **REVENUE IMPLICATIONS**

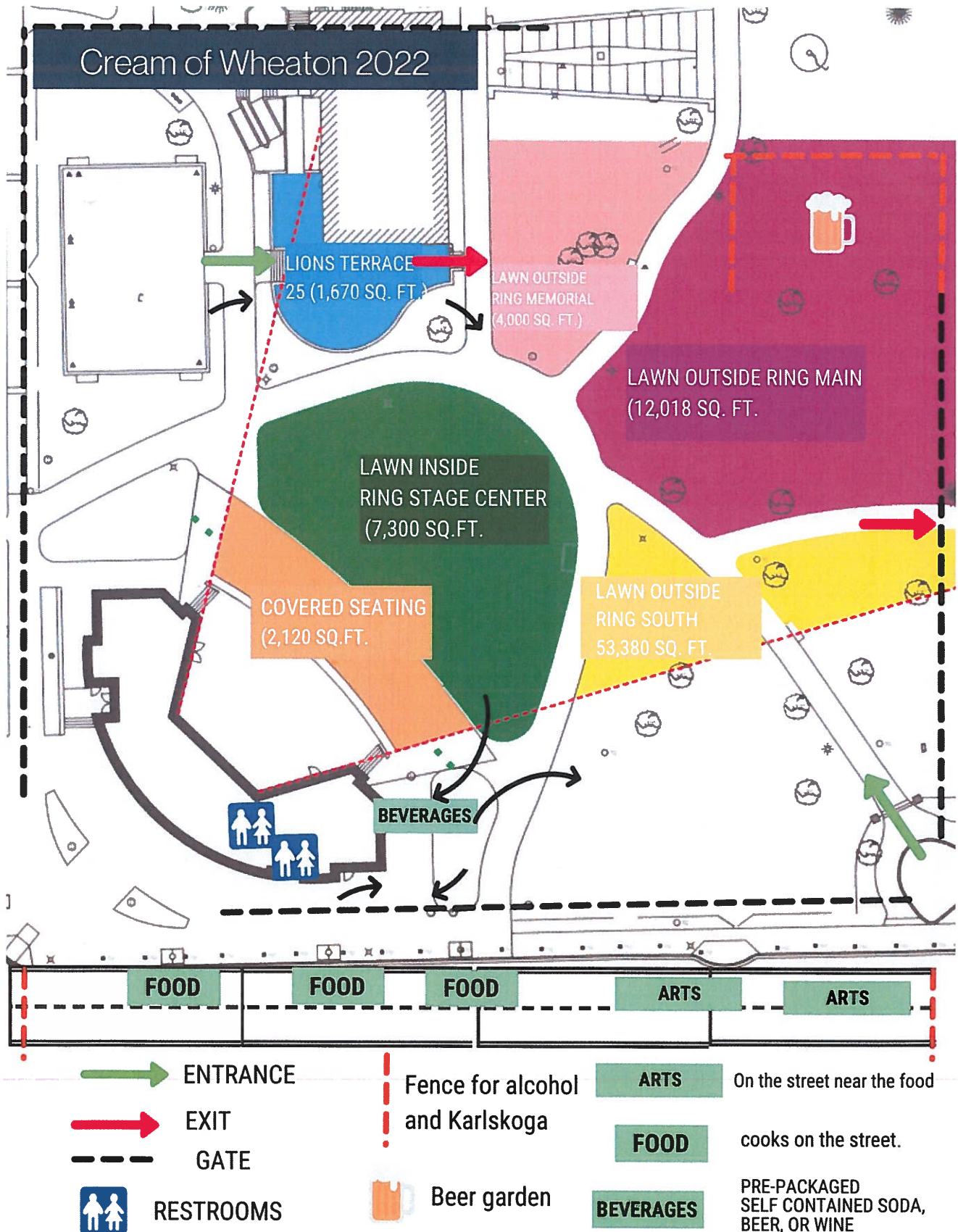
At Cream of Wheaton and Summer Concerts, beer and wine will be sold through two controlled concession areas. Beer and Wine will cost \$6.00 per unit.

### **ATTACHMENTS:**

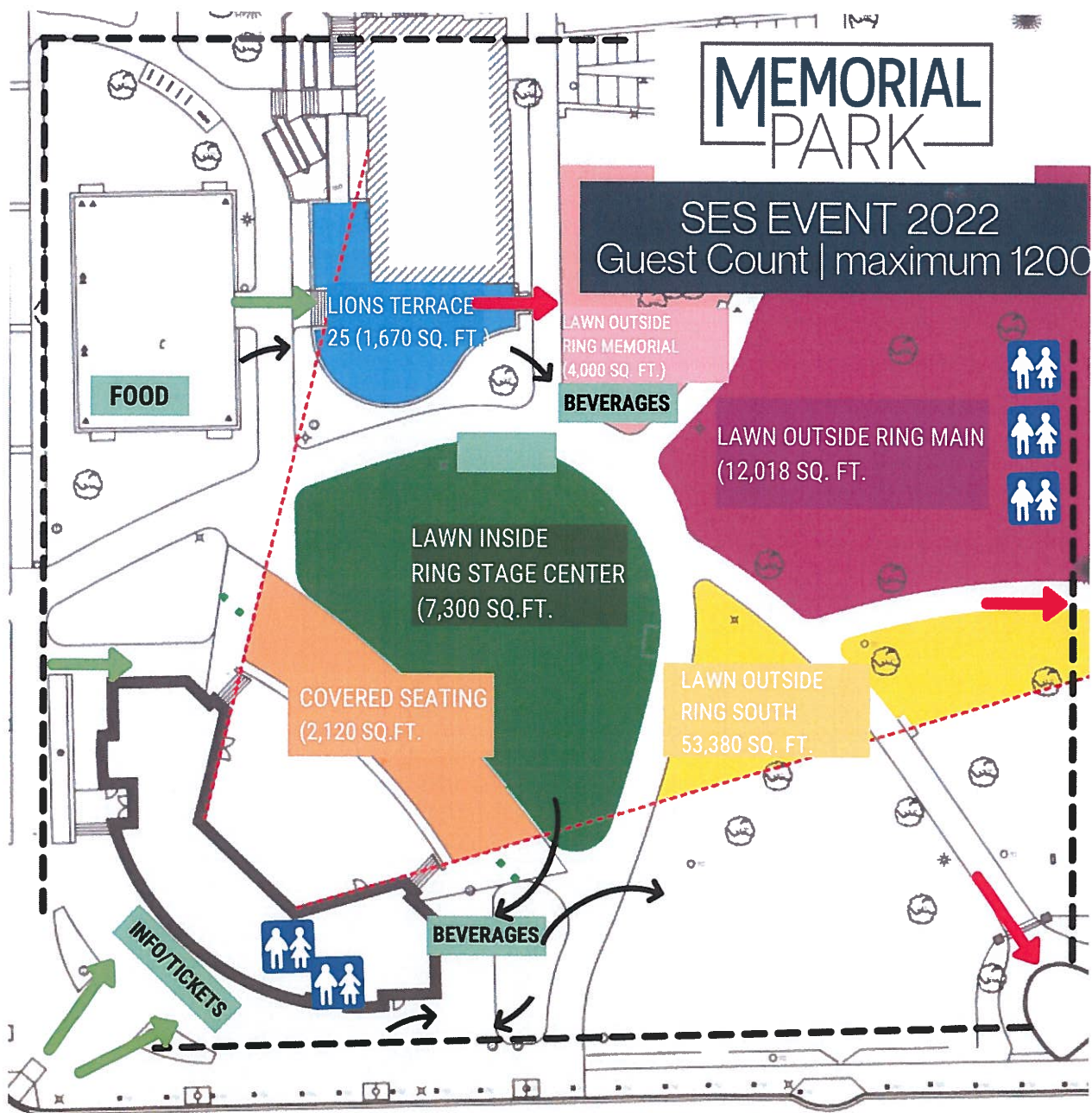
- (1) Map of Projected Plan for Cream of Wheaton +
- (2) Map of Projected Plan for Summer Concert Series +
- (3) Map of Projected Plan for Wheaton Brew Fest +
- (4) Map of Projected Plan for Northwestern Medicine Rental+

**RECOMMENDATION:** Staff seeks board approval to serve beer and wine within the fenced perimeter of Memorial Park for 2022 special events: Cream of Wheaton, Summer Concert Series, Wheaton Brew Fest and Northwestern Medicine Park Rental.

# Attachment 1: Cream of Wheaton 2022



Attachment 2: Summer Entertainment Series 2022



ENTRANCE

EXIT

GATE

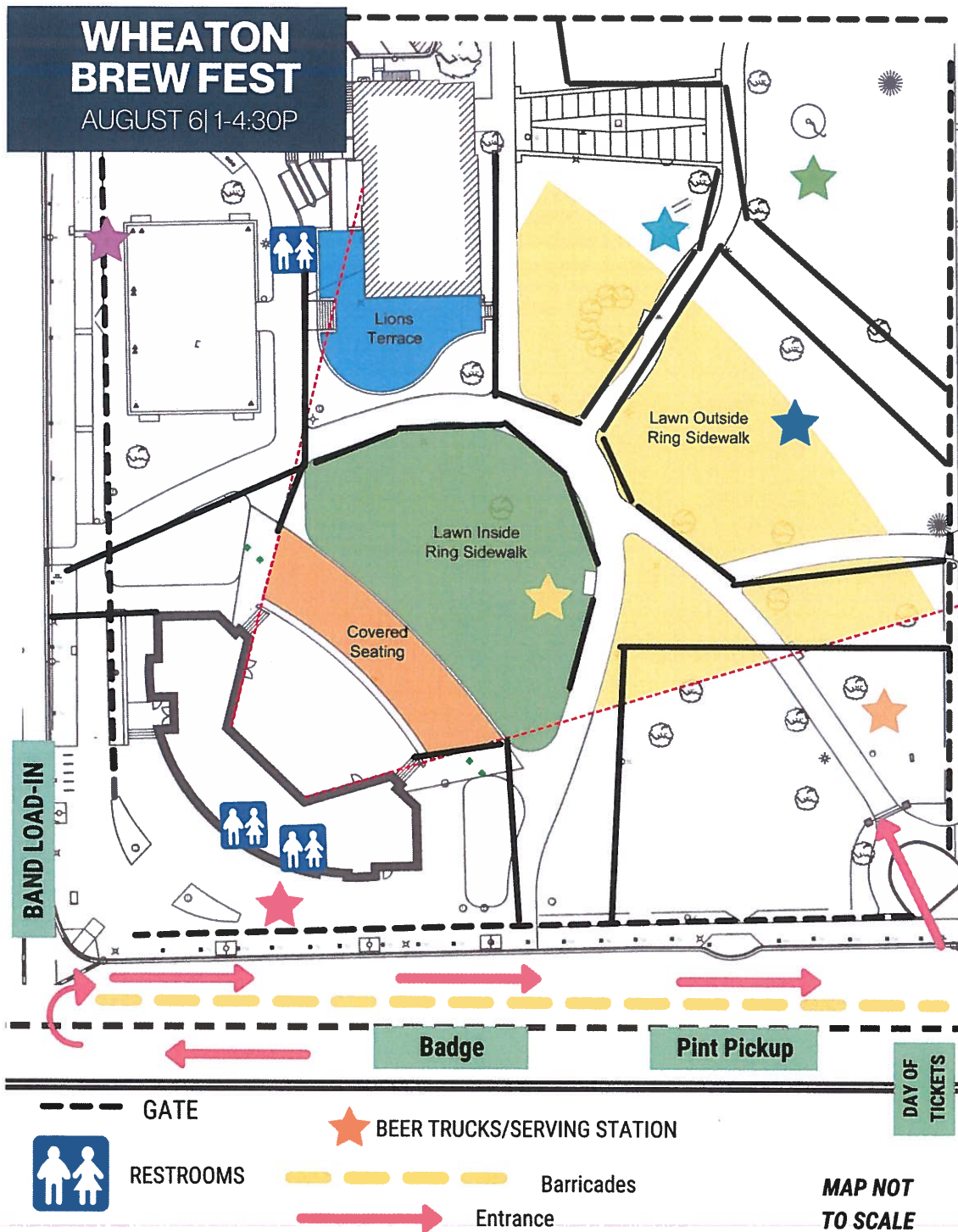
RESTROOMS

**INFO/TICKETS** FIRST AID, INFORMATION, AND EXTRA FOOD & BEVERAGE TICKET PICK-UP

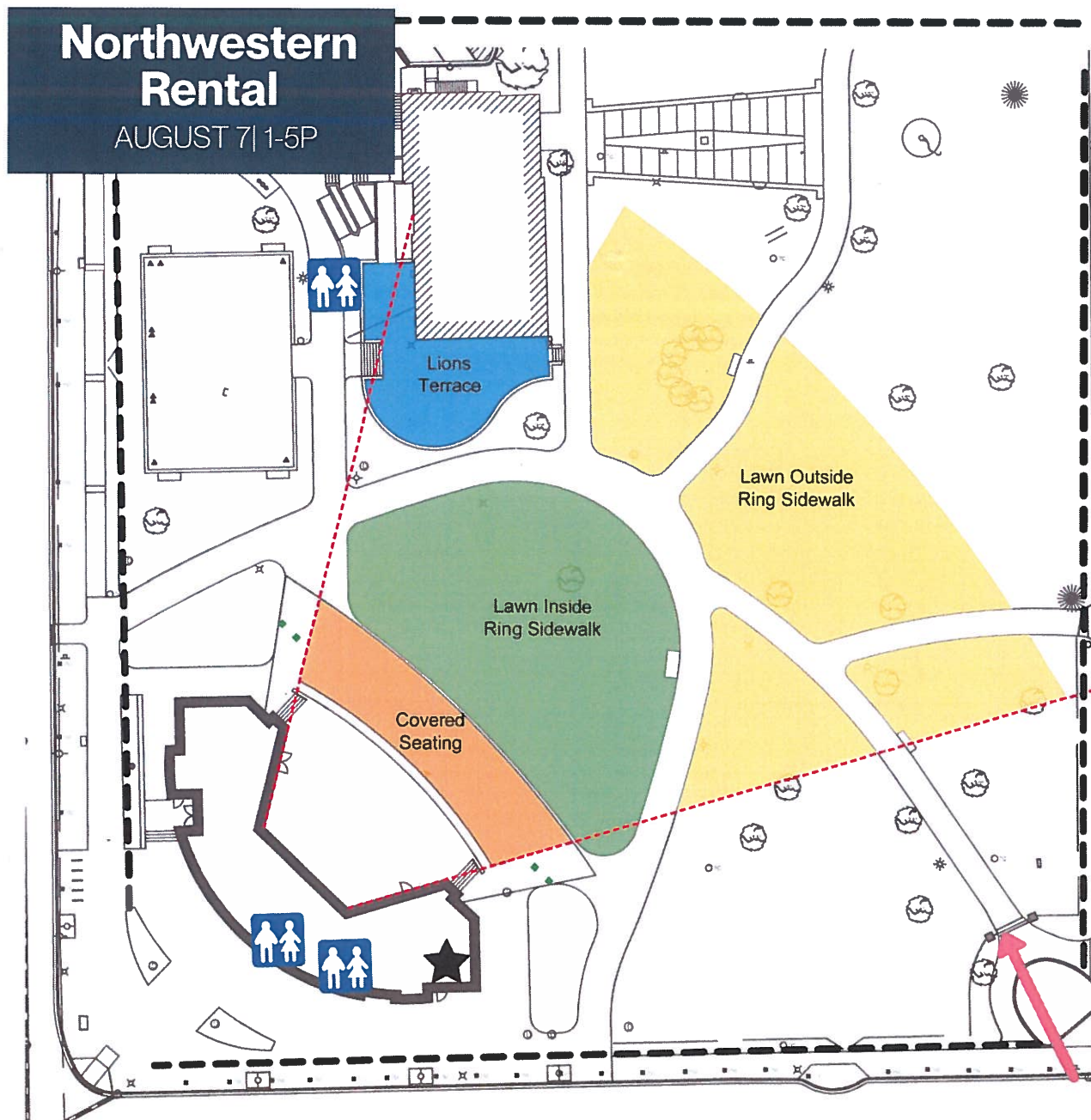
**FOOD** TO-GO PRE-PACKAGED SELF CONTAINED

**BEVERAGES** PRE-PACKAGED SELF CONTAINED SODA, BEER, OR WINE

### Attachment 3: Wheaton Brew Fest 2022



Attachment 4: Northwestern Medicine Rental 2022



--- GATE

★ Beer & Wine Service



RESTROOMS



Entrance

**MAP NOT  
TO SCALE**

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

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

DATE: February 1, 2022



---

### **SUMMARY:**

In early 2021, we discussed the need to resurface the parking lot at the Community Center. It was last paved in 2005. Staff had suggested milling and overlaying the lot as a cost saving measure. Following discussion with the board, we decided to hire an engineer to evaluate some alternatives that included permeable pavers and reconfiguring the lot to reduce conflicts with cut through traffic.

Wight Engineering was selected to develop some options for parking lot replacement and reconfiguring. The selected option is attached. Outcomes of this concept are reducing the convenience of cut through traffic, reducing speeds adjacent to the building and providing a pedestrian refuge island.

City of Wheaton engineering was contacted to discuss the permitting of this project. We were advised that the improved areas would be subject to current stormwater regulations, and we would need to evaluate what type of stormwater storage was originally provided. Park district and city staff have done a comprehensive search of documents from the time of construction.

To confirm some of this information and better design the improvements, it is necessary to complete some surveying of existing conditions. This will provide accurate in field measurements and allow us to determine what kind of stormwater storage may be existing on site.

Wight does not have the inhouse ability to provide surveying and will need to hire a subcontractor to complete this. They have provided the attached additional services proposal for this work. Typically, this work would be a part of the next phase of engineering, so it was not considered in the existing scope.

### **PREVIOUS COMMITTEE/BOARD ACTION:**

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

In May 2021, the Board approved a proposal from Wight Engineering for conceptual engineering in the amount of \$20,300.

**REVENUE OR FUNDING IMPLICATIONS:**

The additional services are \$12,900 bringing the total approved contract to \$33,200.

\$250,000 is budgeted in 2022 for District Wide Paving. (40-000-000-57-5701-0000)

\$1,000,000 is budgeted in 2022 for Community Center Priority Projects (40-800-846-57-5701-0000) This account is also designated for interior improvements that are currently being designed.

Additionally, 18% of project cost could be applied to ADA.

**STAKEHOLDER PROCESS:**

Community Center staff has been a part of the design process

These options were reviewed by staff and with Building and Grounds Chair Kelly

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Option 7: Alternate Site Plan

Proposal from Wight

**ALTERNATIVES:**

Other alternatives were evaluated and determined to not be as effective at the goals of the project.

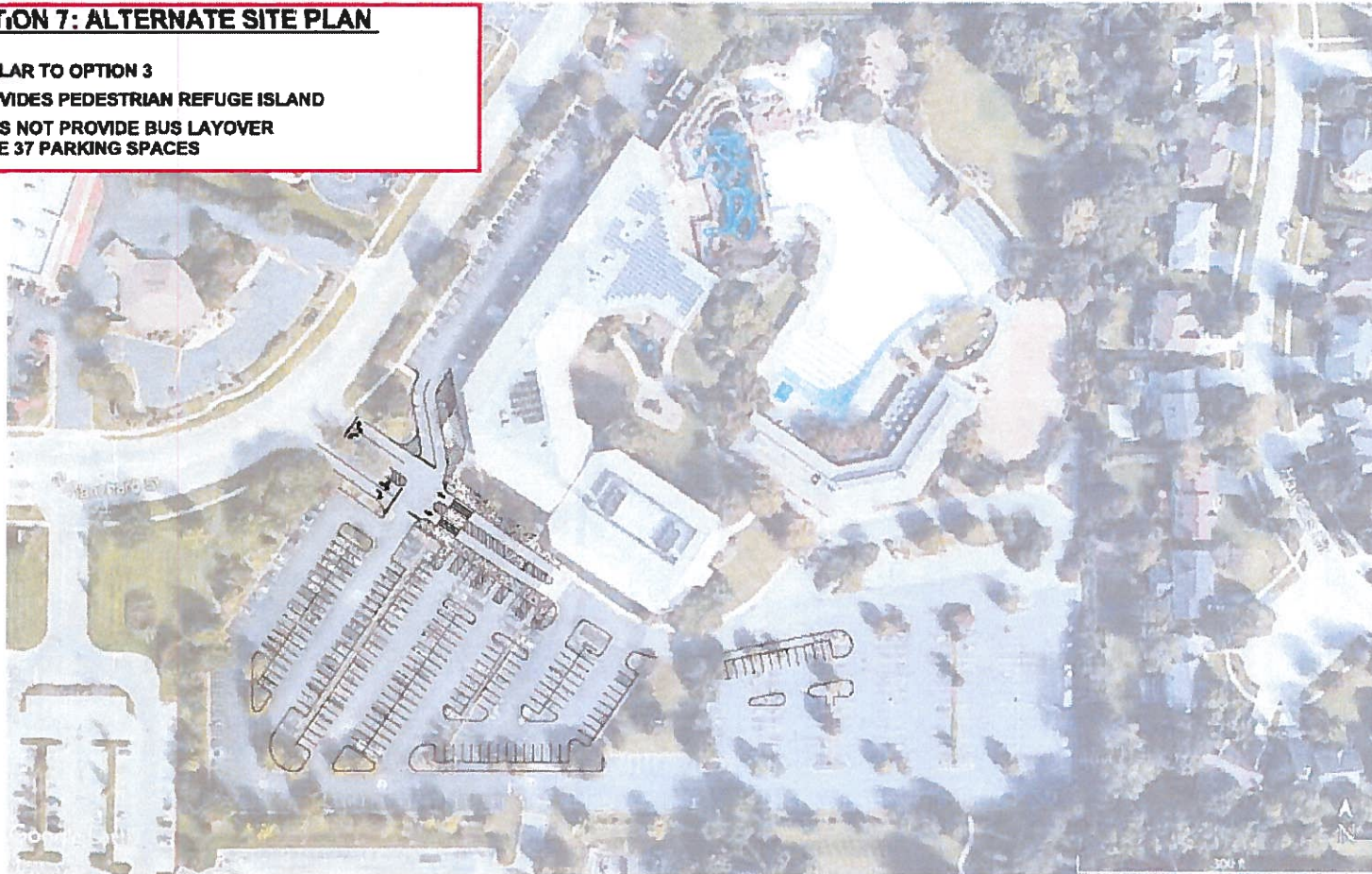
**RECOMMENDATION:**

Staff is seeking consensus from the Wheaton Park District Board of Commissioners with staff's recommendation to continue moving forward with Option 7.

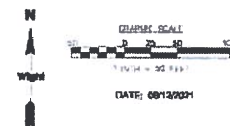
Staff recommends the Wheaton Park District Board of Commissioners approve the additional services for surveying in amount of \$12,900 from Wight Engineering for the Community Center Parking Lot.

### **OPTION 7: ALTERNATE SITE PLAN**

- SIMILAR TO OPTION 3
- PROVIDES PEDESTRIAN REFUGE ISLAND
- DOES NOT PROVIDE BUS LAYOVER
- LOSE 37 PARKING SPACES



**COMMUNITY CENTER PARKING LOT CONCEPT 7**  
Wheaton Park District





February 4, 2022

Mr. Rob Sperl, CPRE  
Director of Parks and Planning  
Wheaton Park District  
102 E. Wesley  
Wheaton, IL 60187

**Additional Professional Services Proposal  
Wheaton Community Center Parking Lot Reconfiguration – Concept Development**

Dear Mr. Sperl:

Wight & Company (Wight) is pleased to submit this proposal to you and the Wheaton Park District (WPD) to provide additional services to the existing contract for the Community Center Parking Lot project. Wight will provide the following services identified below:

**A. Limited Topographic & Utility Survey**

1. Wight & Company will have our subconsultant prepare a Topographic Survey for the referenced site. This work will be performed in accordance with the minimum standards of practice for Topographic Surveys, as set forth in Title 68 of the Illinois Administrative Code, Section 1270.56. The Topographic limits are shown on Exhibit A, and the project specifications, as well as our final product are shown on Exhibit B. Please note that boundary survey is not within the scope of this project, therefore the site boundary will not be depicted on the final drawing. We can complete this project within approximately three to four (3-4) weeks from authorization to proceed, weather permitting.

Original contract: \$20,300 (approved)

**Add Services #1 Limited Topographic & Utility Survey: \$12,900**

New Contract Total: \$33,200

We thank you for the opportunity to continue our partnership with the Wheaton Park District. If this proposal meets your approval, please sign one copy and return it to us. If you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,  
WIGHT & COMPANY

Shawn M. Benson, PE  
Director of Land Development

Jason Dwyer, AIA, LEED AP  
President, Design & Construction

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

EXHIBIT A

LIMITED TOPO &  
UTILITY SURVEY  
SCOPE AREA

Google Earth

400 ft



## **EXHIBIT B**

### **TOPOGRAPHIC SPECIFICATIONS**

**A. VERTICAL DATUM**

- NAVD88
- Set 4 site benchmarks

**B. SITE GRID / COVERAGE**

- 50 feet paced
- Visible high/low points falling between grid points will be measured.

**C. IMPROVEMENTS**

*NOTE: Spot elevations, one foot contour lines, and other above ground improvements and observable natural features within the specified limits will be shown on the map.*

**BUILDINGS**

- Show top of foundation, finished floor elevation, existing grade and building dimensions of all buildings within map area.

**HARDSCAPED AREAS**

- Walks: Show the existing elevations to nearest .05' at 50' intervals (width & material will be shown).
- Curb: Show elevation of top of curb, flow line and edge of pavement at approximate 50' intervals, and show type of curb and gutter
- Show edge of pavement, high and low points at approximate 50' intervals.
- Show striping in parking areas.

**D. UTILITIES**

*NOTE: A request for utility information will be sent to the municipality and utility companies servicing the area. Utility maps and data may or may not be received within specified time frame. Meeting with municipalities and utility companies is not included in the scope of this project. Utility information received subsequent to release of survey can be added to the drawing at the request of the client as an additional service and will be performed on a time and materials basis.*

- *Observable utilities (storm, sanitary, water):* RIM and INVERT/TOP OF PIPE elevations will be measured for storm and water structures. Pipe sizes will be given when available.
- *Non-observable utilities (gas, telephone, electric, cable tv, etc.):* Compass will contact J.U.L.I.E. for a design stage locate. A request for utility information will be sent to the municipality and utility companies servicing the area. Utility maps and data may or may not be received within specified time frame. Meeting with municipalities and utility companies is not included in the scope of this project. Utility information received subsequent to release of survey can be added to the drawing at the request of the client as an additional service, and will be performed on a time and materials basis.

**E. TREES:**

- All isolated trees or tree lines or tree cluster limits (*individual tree sizes as measured 3' above ground*)

**F. FINAL PRODUCTS**

*NOTE: The North arrow, legend of symbols and abbreviations used on the drawing will be shown.*

- The scale of the drawing will be 1" = 20' (unless otherwise directed).
- Drawing sheets will be 24" x 36" in size (unless otherwise directed).
- Electronic files will be provided in the following format:

☒ .dwg (AutoCad)

☒ .pdf

**G. REIMBURSABLES**

All additional printing, electronic copies and delivery charges are reimbursable to the project.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Approval of Payment exceeding \$10,000

DATE: January 26, 2022

---

**SUMMARY:**

Staff seeks board approval for payment to Anthem Sports, LLC. in the amount of \$13,625.34 for Deluxe European Club Soccer Goals.

The Athletic Department has been updating soccer goals over the past couple of years to provide a safe, quality experience to all our soccer players. These soccer goals feature an all-aluminum construction and are engineered with the Kwik Lock Net system for safety. As part of the inventory management overall plan, 8 goals are scheduled for replacement this year (2 – 8' x 24' goals / 2 – 7' x 21' goals / 4 – 6.5' x 12' goals).

**REVENUE OR FUNDING IMPLICATIONS:**

These will be paid for out of the \$5 Athletic Fund Budget 20-000-205-53-5353-0000 which was budgeted for in the 2022 fiscal year. Price Quotes Listed Below

Company	8' x 24' Goal Price (2)	7' x 21' Goal Price (2)	6.5' x 12' Goal Price (4)	Total Price
Anthem Sports, LLC.	\$1,849.95	\$1,690.95	\$1,393.95	\$13,625.34
Soccer 2000 Inc.	\$1,995.00	\$1,825.00	\$1,525.00	\$13,740.00
Soccer Garage	\$2,339.99	\$2,224.99	\$1,909.99	\$16,769.92

**RECOMMENDATION:**

Approval for payment of \$13,625.34 to Anthem Sports, LLC for Deluxe European Club Soccer Goals.

TO: Athletic Companies

FROM: Daniel Novak, Director of Athletics & Facilities  
Adam Lewandowski, Superintendent of Athletics & Facilities

RE: Price Quotes For Deluxe European Club Soccer Goals

DATE: January 17, 2022

---

**SUMMARY:**

WPD Athletic Staff is seeking price quotes for Deluxe European Club Soccer Goals for the 2022 soccer season. Staff would like 1 price quote provided. Please include shipping/handling in cost. Please do not include tax as we are tax exempt.

Deluxe European Club Soccer Goals

2 - 8' x 24' Goals 2B3006 \$ 1,849.95 goal x2 = \$ 3,699.90 total

2 - 7' x 21' Goals 2B3005 \$ 1,690.95 goal x2 = \$ 3,381.90 total

4 - 6.5' x 12' Goals 2B3003 \$ 1,393.95 goal x4 = \$ 5,575.80 total

Total Price: \$ 13,625.34 w/ shipping

Signature: 

Name (Printed): Dylan Serra

Company: Anthem Sports, LLC.

TO: Athletic Companies  
FROM: Daniel Novak, Director of Athletics & Facilities  
Adam Lewandowski, Superintendent of Athletics & Facilities  
RE: Price Quotes For Deluxe European Club Soccer Goals  
DATE: January 17, 2022

---

**SUMMARY:**

WPD Athletic Staff is seeking price quotes for Deluxe European Club Soccer Goals for the 2022 soccer season. Staff would like 1 price quote provided. Please include shipping/handling in cost. Please do not include tax as we are tax exempt.

Deluxe European Club Soccer Goals

2 - 8' x 24' Goals 2B3006 \$ 1,995 /goal x2 = \$ 3,990 Total

2 - 7' x 21' Goals 2B3005 \$ 1,825 /goal x2 = \$ 3,650 Total

4 - 6.5' x 12' Goals 2B3003 \$ 1,525 /goal x4 = \$ 6,100 Total

Total Price: 13,740

Prices Include Shipping

Signature: Thomas C. Koenig

Name (Printed): Thomas C. Koenig

Company: Soccer 2000 Inc.

TO: Athletic Companies  
FROM: Daniel Novak, Director of Athletics & Facilities  
Adam Lewandowski, Superintendent of Athletics & Facilities  
RE: Price Quotes For Deluxe European Club Soccer Goals  
DATE: January 17, 2022

**SUMMARY:**

WPD Athletic Staff is seeking price quotes for Deluxe European Club Soccer Goals for the 2022 soccer season. Staff would like 1 price quote provided. Please include shipping/handling in cost. Please do not include tax as we are tax exempt.

**Deluxe European Club Soccer Goals**


2 - 8' x 24' Goals 2B3006 \$ 2,339.<sup>99</sup>/goal x2 = \$ 4,679.<sup>98</sup> Total

2 - 7' x 21' Goals 2B3005 \$ 2,224.<sup>99</sup>/goal x2 = \$ 4,449.<sup>98</sup> Total

4 - 6.5' x 12' Goals 2B3003 \$ 1,909.<sup>99</sup>/goal x4 = \$ 7,639.<sup>96</sup> Total

Total Price: 16,769.<sup>92</sup> \*

\* Price is good  
until March 1,  
2022.

Signature: 

Name (Printed): Brian Yossef

Company: SoccerGarage.com

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE: ABI Force Infield Groomer

DATE: February 1, 2022

---



**SUMMARY:**

In 2017, the Parks Department began utilizing a new type of infield groomer called an ABI Force. A summary of this piece of equipment and comparison to our previous operations is attached.

We are seeking to purchase our fourth ABI Force that would replace the last of our Sandpro rakes. In previous statements, we were able to compare the ABI Force to the cost of the Sandpro. As noted in the attachment, we do not consider these two pieces of equipment as comparable. ABI has included a statement to that effect as well.

With the desired attachments, the quoted cost of the ABI Force is \$30,043. Like many other items we have seen, this cost has increased recently. We have been advised that delivery can be expected within 30 days.

**PREVIOUS COMMITTEE/BOARD ACTION:**

ABI Forces were approved for purchase in May 2017, February 2018 and September 2019.

**REVENUE OR FUNDING IMPLICATIONS:**

The FY2021 Budget (10-101-000-57-5701-0000) and (10-101-000-57-5706-0000) includes the following items for the Parks Equipment:

Item	Budget	Total Purchase	2021 Budget #
ABI Field Grader	\$29,000	\$30,043	10-101-000-57-5706-0000

**STAKEHOLDER PROCESS:**

Not applicable.

**ATTACHMENTS:**

Quote  
Staff summary of benefits seen from switch to ABI

**RECOMMENDATION:**

Staff recommends the purchase of the ABI

## **ABI – Absolute Innovations**

(ABI Attachments)

The ABI Force is a ball field grooming machine that is designed solely for the purpose of grooming and maintaining baseball and softball fields. Prior groomers used were the Toro Sandpro, Tractor w/rake, and the Superstar Bunker Rake which have been eliminated due to safety concerns and inability to purchase (no longer made) the rakes for the tractor. The ABI Force reduces errors and has numerous attachments capable of producing a quality product with one machine. Currently, we have three ABI machines in our fleet. Two are used for daily grooming throughout the district. The other is the ABI Force Z-235, which is capable of finely tuning each field. It has the option of the laser attachment which will assist in renovating fields, and ensure safe and well drained playing surfaces that the competition cannot compare to.

<b>Pros of ABI Force</b>	<b>Cons of Bunker Rake, Tractor w/Rake</b>
Laser Grading (less cancelations)	Laser Grading not available
Multifunctional machine	Multiple machines needed to equate to ABI Force
High Efficiency (less labor and machine hours spent on field)	Three men minimum needed and more days spent to complete a job
Renovations and repairs completed in just hours	SandPro and SuperStar do not renovate fields
Zero turn radius	Zero turn not available

- Old machines don't meet quality standards and/or parts are no longer available
- Eliminates the need of a large tractor (significant cost reduction)
- Efficient machine, one-person operation
- Multi use of machine. (grooming, landscaping, grading/ leveling)
- Laser Grading function adaptable to other landscaping applications
- Safe and well drained playing conditions
- Outperforms competition
- Athletic department endorses this product
- Coaches feedback has been positive
- We have graded four fields with dramatic improvements
- Stand up design allows field to be in front of you
- Bunker rakes were always an adaptation not a sole grooming machine for baseball/softball

Parks Department would like to continue to keep athletes safe, employee efficiency, and reduce equipment costs. Safety is a priority for staff and athletes, we believe this machine will contribute to this positively. This sole machine will do more in a shorter time and create a better product for the participants in the programs of Wheaton Park District.

Traqnology North America  
510 N Main Ave  
Ladd, IL 61329  
traqnology-na.com



## Estimate

### ADDRESS

Wheaton Park District  
1000 Manchester Rd.  
Wheaton, IL 60187

### SHIP TO

Wheaton Park District  
1000 Manchester Rd.  
Wheaton, IL 60187

ESTIMATE # 1049

DATE 02/02/2022

EXPIRATION DATE 03/06/2022

DATE	SKU	DESCRIPTION	PRODUCT	QTY	RATE	AMOUNT
	10-99143	ABI Force z23st w/Tweels	ABI Force z23st w/Tweels	1	23,999.00	23,999.00
	10-99149	Stealth Blades provide subsurface compaction relief without creating ridges in the soil. They are commonly used during the manual or laser grading process to loosen the soil ahead of the mini box blade. The Stealth Blades are designed with a flat bottom profile and offer less resistance to cut through rooted vegetation with ease. Also, great for weeding and vegetation removal off an infield skin.	Stealth Blades for ABI Force (Set of 7, complete)	1	549.00	549.00
	10-90165	Vibraflex 3800	Vibraflex 3800	1	699.00	699.00

DATE	SKU	DESCRIPTION	PRODUCT	QTY	RATE	AMOUNT
	10-90410	The 1/2 Ton underbelly mid-mount roller has a 58" working width & an 8" diameter. Used for compacting turf and soil. Requires 10-90449 200lb Weight Kit for model z23 to reach ~1/2 ton of pressure. No weight kit is available for the z18 model, compaction will be limited.	Ton Roller (Requires 10-90449 200lb Weight Kit)	1	1,499.00	1,499.00
	10-90259	6' x 3' XD Flexible Dragmat	6' x 3' XD Flexible Dragmat	1	599.00	599.00
	10-90449	200lb Saddle-Mount Weight Kit - (Qty 4 50lb) ABI Force z23	200lb Saddle-Mount Weight Kit - (Qty 4 50lb) ABI Force z23	1	799.00	799.00
	10-99136	Infield Lip Edger System	Infield Lip Edger System	1	1,299.00	1,299.00
		ABI overall discount	discount	1	-1,500.00	-1,500.00

---

SUBTOTAL	27,943.00
TAX	0.00
SHIPPING	605.46
<b>TOTAL</b>	<b>\$28,548.46</b>

Accepted By

Accepted Date



ABI Attachments, Inc.  
520 S Byrkit Ave  
Mishawaka, IN 46544

877-788-7253  
[www.ABIattachments.com](http://www.ABIattachments.com)

---

## SOLE SOURCE & EXCLUSIVE DEALER LETTER

1/1/2021

To Whom It May Concern,

This letter is to confirm that the ABI Force, zero turn vehicle, models z23s or z23st, referenced in the included quotation, is a sole-source product offered exclusively by ABI Attachments, Inc and it's assigned exclusive dealer in your region. No other company offers a similar or competing product. This product must be purchased from ABI Attachments, Incorporated's assigned exclusive dealer in your region.

Competition is precluded by the existence of proprietary product capability and trade secret manufacturing processes and techniques which enable the ABI Force, stand-on zero turn vehicle's purpose and function (models z23s or z23st). Exclusive functions include: Zero-Turn Grading, Hydraulic Control Of Interchangeable Front, Mid, and Rear Mount Attachments, Stand-on Access & Visibility, Exclusive VibraFlex & Profile Blade Field Conditioning Technologies With Positive Depth Control, Exclusive Responsive Variable Force (RVF) Technology. These and other proprietary facets of the ABI Force are additionally protected under U.S. patent law by the following U.S. patents: US9,332,687, US9,883,621, & US10,149,440.

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the ABI Force, zero turn vehicle, models z23s or z23st. If you desire additional information, please don't hesitate to contact me at (574) 850-8708 at any time or visit our website at [www.ABIattachments.com](http://www.ABIattachments.com). Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink that reads 'Jim Catalano'. The signature is written in a cursive style with a long horizontal line extending to the right.

Jim Catalano

Sr. Vice President  
ABI Attachments, Inc.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE: Brite Striper #7000 Airless Riding Striper

DATE: February 2, 2022

---



**SUMMARY:**

The Park Services Department has budgeted to purchase a new riding striper to line our athletic fields. Currently we use push behind stripers that have tanks to carry mixed paint and engines to spray the paint. This requires a crew of five people to line all of our fields one day a week.

We have demonstrated this piece of equipment and are confident it will reduce staff time involved with striping and provide a better product with improved safety to operators.

Pioneer is the local distributor of this equipment. We were able to obtain another comparable price for a similar model.

Pioneer Athletics	Brite Striper #7000 Airless Riding Striper	\$15,867.50
Newstripe Inc.	NewRider 5000 HPA Striper	\$17,072.21

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

The FY2022 Budget includes the following:

Item	Budget	Total Purchase	2022 Budget #
Ride on Striper	\$14,000	\$15,867.50	10-101-000-57-5706-0000

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Brite Striper Summary Sheet  
Pioneer Athletics Quote  
Newstripe Quote

**ALTERNATIVES:**

N/A

### **RECOMMENDATION:**

Staff recommends the purchase of a Brite Striper 7000 from Pioneer Athletics in the amount of \$15,867.50.

## Brite Striper® 7000



SKU: BS7000

\$15,840.00

Qty

1

Add to Cart

The Brite Striper 7000 is a ride-on airless paint striping machine

Details

### The Brite Striper 7000 is a ride-on airless paint striping machine

- Natural grass and synthetic turf athletic field striper
- Front wheel drive with rear steering
- 30" seat height & center spray gun provides maximum visibility to existing lines or layout string
- Fully adjustable, 0-3000 psi pump pressure
- Floating spray gun for maintaining line width over rough terrain
- Adjustable, tilt steering column
- On-board 2.5 gallon purge tank lets you clean spray gun and hose 'in-the-field'
- In-line filter keeps you running without clogs.
- Quick-release clamp and 25' hose allows you to remove the spray gun to spray stencils, small curves and hard to reach areas
- A 12 hp Honda GX390, air-cooled 4-stroke OHV engine
- 50 gallon poly tank: stripe up to four football fields or seven full-size soccer fields with one filling
- 36 month warranty

[Download Manual](#)



4529 INDUSTRIAL PARKWAY • CLEVELAND, OHIO 44135  
VOICE: 800.877.1500 • FAX: 800.877.1511

DROP SHIP: WH1033003		QUOTE	
CUSTOMER ACCT. NO. WH1033			

SOLD TO (SAME AS SHIP TO UNLESS INDICATED) WHEATON PARK DISTRICT		ATTN: PAUL STANCZAK		EMAIL: <a href="mailto:pstanczak@wheatonparks.org">pstanczak@wheatonparks.org</a>	
STREET: 855 W PRAIRIE AVE		FAX: (630)665-5880		PHONE: (630)917-4832	
CITY / STATE: WHEATON IL		ZIP CODE: 60187-3075		COUNTY: DUPAGE	
SHIP TO: WHEATON PARK DISTRICT		ATTN: JOE THEMEL		EMAIL: <a href="mailto:jthemel@wheatonparks.org">jthemel@wheatonparks.org</a>	
STREET: 1000 MANCHESTER RD		FAX: (000)000-0000		PHONE: (630)653-5429	
CITY: WHEATON		STATE: IL	ZIP CODE: 60187-4849	COUNTY: DUPAGE	
DATE OF ORDER: 1/28/2022	BUYERS NAME: JOE THEMEL - WHEATON PARK DISTRICT			CUSTOMER PURCH. ORDER NO.	
SALESPERSON 42 42		SALESMAN ORDER NO.		TERMS: NET 15 DAYS	

DELIVERY NOTES:			MASTER TRACKING NUMBER:		Dock:	
Item Number	Product	Qty	Unit Price	Tax	Sub Total	
BS7000	BRITE STRIPER #7000 AIRLESS RIDING STRIPER	1	\$15,417.50	\$0.00	\$15,417.50	
FRT	SHIPPING & HANDLING CHARGES	1	\$450.00	\$0.00	\$450.00	
Total value of items in this order:			\$15,867.50	\$0.00	\$15,867.50	

Notes:QUOTE GOOD FOR 45 DAYS

PURCHASER: No order is final until accepted by the Cleveland office. Acceptance of this order may be made by prompt shipment of the goods(within 5 days from the date of the receipt of the offer [sales order form]). It is the intent of the parties that title to the goods to which this agreement relates shall not pass on the execution of this agreement, but shall pass on delivery of the goods by Pioneer Manufacturing to carrier in Cleveland. The goods shall be properly packaged and marked for shipment, and all terms of this agreement with respect to freight and insurance shall be satisfied. NO CANCELLATIONS WILL BE ACCEPTED AFTER ORDER HAS BEEN SHIPPED.



**Avast**

This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)



## Quote

Newstripe, Inc.  
1700 Jasper St. #F  
Aurora, CO 80011  
3033647786

Order Number: 0133141  
Order Date: 12/17/2021

Salesperson: ANDY  
Customer Number: 0020574

## Sold To:

Wheaton Park District  
1000 Manchester Rd  
Joe Themel  
Wheaton, IL 60187

## Confirm To:

Joe Themel

## Ship To:

Wheaton Park District  
1000 Manchester Rd  
Joe Themel  
Wheaton, IL 60187

Customer P.O.	Ship VIA	F.O.B.	Terms	Estimated Ship Date:		
JOE THEMEL - PARKS DIST	FEDEX F ECON PP	AURORA	PREPAY-CREDIT	1/31/2022		
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
10003033	EACH	1.00	0.00	0.00	16,640.00	16,640.00

Striper, NewRider 5000 HPA

Whse: 000

2022 COST - 40 BUSINESS DAY LEAD TIME ONCE THE ORDER IS PLACED

Net Order:	16,640.00
Less Discount:	0.00
Freight:	432.21
Sales Tax:	0.00
<b>Order Total:</b>	<b>17,072.21</b>

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE: Steel Green Tank Chemical Sprayer

DATE: February 2, 2022

---



**SUMMARY:**

The Park Services Department has budgeted to replace our 10-year-old Turfco ride on chemical sprayer. This equipment applies both granular and liquid chemicals such as fertilizer and herbicides. Arrowhead staff have indicated that this equipment would be useful to them as well.

We are seeking to upgrade this sprayer to a version that has a higher capacity and more flexibility in application widths. The model we are seeking also has an optional independent tank that would allow us to separate incompatible chemicals without having to clean the main tank between applications.

There is only one local distributor of this equipment. We were able to obtain another comparable price for a similar model.

Advanced Turf Solutions	Steel Green SG52 Custom Unit with 7-gal tank	\$15,860
Conserv FS	T5000 with 3 in 1 tank	\$17,968.50

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

The FY2022 includes the following:

Item	Budget	Total Purchase	2022 Budget #
#1400 Turfco T3000 Applicator 2012	\$14,000	\$15,860	20-101-000-57-5706-0000

We intend to auction our old Turfco sprayer and expect it to sell in the range of \$5,000.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

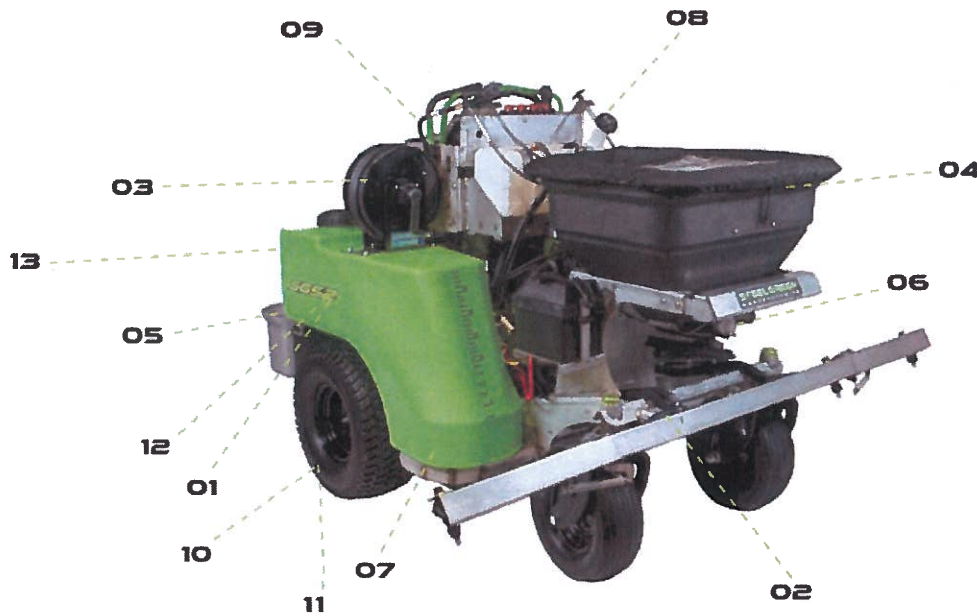
Steel Green brochure  
Advanced Turf Solutions Quote  
Conserv FS Quote

## ALTERNATIVES:

N/A

## RECOMMENDATION:

Staff recommends the purchase of a Steel Green SG52 with independent 7-gallon tank from Advanced Turf Solutions in the amount of \$15,860.



## FEATURES

### **01 Dual 30 GAL Tanks**

60 gallon spray capacity, featuring new, lighter color tanks for improved liquid visibility.

### **02 Up to 10' Adjustable Spray Width**

Stainless steel breakaway boom with hidden plumbing. Nozzles are easy to reach and change—no special tools required.

### **03 75' Hose Reel**

CoxReels® 75' hose reel is perfect for spot spraying and long enough to access hard-to-reach areas.

### **04 220 LB Hopper Capacity**

220-lb hydraulic-driven Spyker® granular system.

### **05 Dual High-Density Poly Fertilizer Trays**

Adds 100 LBS of additional granular capacity.

### **06 Up to 25' Variable Spread Width**

Stainless steel side deflector offers increased perimeter efficiency and directional control.

### **07 Stainless Steel Frame**

Heavy-duty stainless steel chassis is long-lasting and durable to withstand long-term commercial use.

### **08 5 GAL Fuel Capacity**

Fuel tank holds up to 5 gallons of fuel.

### **09 23.5 HP Engine**

Now featuring the Kawasaki® FX730V 4-stroke, 90-degree V-twin vertical shaft engine with 23.5 horsepower and built-in 30 amp charging system. (21 HP Vanguard® engine option available)

### **10 Up to 10 MPH Transport Speed**

Reduce time traveling between properties and back and forth for fill-ups.

### **11 22" Rear Wheels**

22" commercial grade turf tires provide additional hillside stability. \*Dual drum parking rear brake.

### **12 240,000 SQ. FT. Per Fill**

Based on using ¼ gallon spray nozzles.

### **13 Foot-Activated Parking Brake**

For brakes that hold (even on hills), our wheel motors have integrated drum brakes on both sides.



**Advanced Turf Solutions**  
**Sales Quote #293252**

Quote Date: 01/06/2022  
Expires: 03/01/2022  
Customer: 160645 | WHEATON PARK DISTRICT  
Sales Rep: Craig Shepherd  
Email: cshepherd@advancedturf.com  
Pay Type: NET 30

Location: 820 | ATS - Wheeling  
Ship Type: TRUCK  
Delivery Date Requested: 03/15/2022

Comments: Quote good through March 1st, 2022

**Bill To Address:**  
WHEATON PARK DISTRICT  
1000 MANCHESTER ROAD  
WHEATON, IL 60187

**Ship To Address:**  
WHEATON PARK DISTRICT  
1000 MANCHESTER ROAD  
WHEATON, IL 60187

Product ID	Product Name	Order Req	Price	Total
ATS SHIPPING-NT	ATS SHIPPING-NO TAX	1.0	\$200.00	\$200.00
SGM-A10030	SG INDEPENDENT 7 GAL TANK - SG52/46	1.0	\$965.00	\$965.00
SGM-SG52C	STEEL GREEN SG52 CUSTOM UNIT	1.0	\$14,695.00	\$14,695.00

Unit Total: 3.0  
Product Total: \$15,860.00  
Shipping Charge: \$0.00  
Quote Total: \$15,860.00\*

\* Quote Does Not Include Tax

**PRICES ARE SUBJECT TO CHANGE BASED ON MARKET CONDITIONS**

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This quote is not your final invoice, and may not reflect taxes, shipping or other charges.

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**Quote Terms:**

Due in Days	First Due Date	# of Pmts	Adjustment Type	Adjustment %
		1	None	%



4720 Yender Avenue ♦ Lisle, IL 60532  
Toll Free 1-888-963-7333 ♦ Local (630) 963-8787  
Fax (630) 963-8814 ♦ [www.natsced.com](http://www.natsced.com)  
[www.conservfs.com](http://www.conservfs.com)

#### Wheaton Park District

T5000 Spreader Sprayer	\$16,996.00
T5000 3 in 1 Tank	\$472.50
Estimated Delivery: \$500.00	
Total: \$17,968.50	

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Native Landscape Maintenance Services Bid

DATE: January 28, 2022



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### **SUMMARY:**

The Natural Areas in our parks require seasonal care and maintenance that is effectively performed by an ecological restoration contractor. This work encompasses the following procedures and techniques:

- Monitoring of native plants, weed control and seed dispersal, as needed.
- Prescribed burns for the upland natural areas and buffers to control invasive species and encourage new growth of native species.
- Cattail management employing herbicides and hand cutting/removal

The work is being performed in the following parks:

- Northside Park – pond areas and detention area
- Cosley Zoo – marsh area on South side of property and rain gardens in parking lot
- Central Athletic Complex Detention Area - West side of Main St.
- Rotary Park - hill west of Mariano's parking lot.
- Elliot Lake
- Wheaton Oaks Property – Gary Ave., South of Winfield Creek and Elliot Lake
- Thompson Detention Area – East side of Gary Ave., across from Prairie Ave
- Lincoln Marsh
- Toohey Park

Bids were solicited on January 13, 2022 and they were opened on January 27, 2022. The results were as follows:

<b>Contractor</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Total Bid Amount – 3 Yr. Contract</b>
Bedrock Earthscapes	\$29,730.00	\$31,240.00	\$32,920.00	\$93,890.00
Tallgrass	\$42,400.00	\$40,200.00	\$42,550.00	\$125,150.00
Bluestem	\$48,121.97	\$48,121.97	\$48,121.97	\$144,365.90
Encap	\$61,700.00	\$61,700.00	\$61,700.00	\$185,100.00
V3	\$60,100.00	\$61,890.00	\$63,759.00	\$185,749.00

**Unit Costs:**

<b>Contractor</b>	<b>Muskrat Control</b>	<b>Erosion Control</b>	<b>Seed and Blanket</b>
Bedrock Earthscapes	\$1,200 to \$2,500.00	\$3.50	\$3.10
Tallgrass	\$2,000.00	\$26.00	\$3.50
Bluestem	\$325.00	\$110.00	\$75.00
Encap	\$1,200.00	\$4.50	\$3.80
V3	No Bid	No Bid	No Bid

Bedrock Earthscapes has performed this work for the park district previously and we have been satisfied with their work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The Wheaton Park District Board of Commissioners approved a 3-year contract with Bedrock Earthscapes for a similar scope of work in January 2019 at an amount not to exceed \$92,025.

**REVENUE OR FUNDING IMPLICATIONS:**

<b>Fiscal Year</b>	<b>Budget 40-000-000-52-5210</b>	<b>Proposed Spending</b>
2022	\$50,000	\$29,730.00
2023	\$50,000	\$31,240.00
2024	\$50,000	\$32,920.00

The \$50,000 budget is for the annual pond and stream maintenance also includes aquatic maintenance (which has averaged just under \$20,000 annually) in addition to this work.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the bid from Bedrock Earthscapes for \$93,890.00

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Rice Pool Concession Tables

DATE: February 2, 2022



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### **SUMMARY:**

Bids for new picnic tables at the Rice Pool concession area were requested. These tables will replace the 30-year-old original concrete tables which are deteriorating.

Staff selected 46" round thermostatically coated steel tables from several manufacturers that became the basis of bid. The bids included a total of the 30 tables (25 standard and 5 ADA) as well as 30 umbrellas with bases plus shipping. Alternate bids were included for different umbrella options.

Bid documents were provided to nine vendors with comparable products. The following bid were received on January 21, 2022.

<b><i>Company</i></b>	<b><i>Base Bid</i></b>	<b><i>Alternate 1</i></b>	<b><i>Alternate 2</i></b>	<b><i>Alternate 3</i></b>	<b><i>Deliver by 5/2</i></b>
<i>Zenon Company</i>	<i>\$50,990</i>	<i>+\$0</i>	<i>+\$0</i>	<i>+\$0</i>	<i>No 18 weeks</i>
<i>Misfits Construction</i>	<i>\$61,500</i>	<i>+\$13,500</i>	<i>+\$18,000</i>	<i>+\$19,500</i>	<i>Yes</i>
<i>Barco Products*</i>	<i>\$45,795.41</i>	<i>No bid</i>	<i>+\$0</i>	<i>No bid</i>	<i>Yes</i>

*\*Barco Products provide a bid post marked January 19, 2022, which didn't arrive until several days after the bid opening.*

The bids received represent a significant increase over the prices quoted in 2020 (\$22,791.24 for tables without umbrellas). Staff feels the price increases may be partially due to supply chain issues, and may resolve with time.

### **PREVIOUS COMMITTEE/BOARD ACTION:**

The purchase of tables from quotes received were approved at the April 15, 2020 Board meeting. However, the decision to not open the pools in 2020 was made at the June 17, 2020 Board meeting and the tables were not purchased that year as a result.

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

\$32,000 budgeted. (40-800-846-53-5301-0000) The budget was based on quotes that were received in 2020.

### **STAKEHOLDER PROCESS:**

Table options were reviewed with Special Facilities and Aquatics staff.

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's reject bids and allow staff to request quotes for the best combination of products from vendors that will meet the budget and timing for pool season.



25 Picnic Tables

Base Bid



5 ADA Picnic Tables

Base Bid



30 Blue Umbrellas w/ Bases

Base Bid Polyester

Alternate #2 Bid Dyed Acrylic



30 Blue & White Umbrellas w/ Bases

Alternate #1 Bid Polyester

Alternate #3 Bid Dyed Acrylic

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Arrowhead Pond Shoreline Restoration Project Bid Results

DATE: February 3, 2022



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**SUMMARY:**

The ponds on the west course adjacent to holes 4 and 8 have experienced noticeable shoreline erosion to a point that it will soon begin to affect the integrity of the adjacent cart paths. Staff has engaged Cage Engineering to develop a plan to stabilize and restore the shoreline in these areas.

Bid documents were sent out to contractors on January 14, 2022, and bids were opened on January 28, 2022. The results were as follows:

<b><u>Contractor</u></b>	<b><u>Base Bid: start work the end of February &amp; complete by April 1</u></b>	<b><u>Alternate Bid: start work after October 31 &amp; complete by December 31</u></b>	<b><u>Unit Cost: Asphalt per s.f.</u></b>	<b><u>Unit Cost: Turf Reinforcement Mat per s.f.</u></b>
Nettle Creek Nursery	\$46,646	\$52,000	\$16	\$4
V3 Construction	\$96,415	\$101,235	\$18.55	\$11.15
McGinty Brothers	\$190,699	\$200,234	\$28	\$1.10
Misfits Construction	\$268,250	\$288,250	\$75	\$15
Semper Fi Land	\$343,000	\$343,000	\$12	<i>Not provided</i>
Encap Incorporated	\$364,100	\$364,100	\$7	\$.75

The engineer reviewed the proposals from Nettle Creek and V3 Construction. During their review it was discovered that Nettle Creek made an error in how they submitted their bid and they provided a letter requesting to withdraw the bid. Cage Engineering provided a recommendation letter to move forward with the bid from V3 Construction. The park district has worked with V3 Construction on a number of project similar in scope to this project and have been pleased with their work.

Arrowhead staff have expressed an interest in completing the work as soon as possible. However, the weather will significantly influence when much of the work can occur. It is for that reason that an alternate was requested in the event work needed to be moved to after the golf season.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The project was discussed at the October 6, 2021, Buildings and Grounds subcommittee meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

Account	Description	Budget
60-611-000-57-5701-0000	Capital – Cart Path Repairs	\$150,000

**STAKEHOLDER PROCESS:**

Arrowhead staff has been involved with all stages of this project and will continue to help make decisions through its completion.

**LEGAL REVIEW:**

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

**ATTACHMENTS:**

Nettle Creek request to withdraw bid dated 2/2/22

Cage recommendation letter dated 2/2/22

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's accept the base bid from V3 Construction for a total of \$96,415 along with a 10% contingency of \$9,650.



## **nettle creek nursery**

320 Ottawa Street  
Morris, IL 60450  
Phone: (815) 942-6805  
Fax: (815) 942-6966

[www.nettlecreeknursery.net](http://www.nettlecreeknursery.net)

February 2, 2022

To: Wheaton Park District

This is to advise that we are withdrawing our bid for the Arrowhead Pond Shoreline Restoration Project due to unclear provisions in the Contract Specifications. We did not include in our Base Bid a price for turf reinforcement mats, and provided the separate unit cost price for it, as per the requirements of Addendum No. 1.

Our Lump Sum Price for the Base Bid, including installation of all turf reinforcement mats required for this project, is:

$\$46,646.00 + \$44,000.00$  (turf reinforcement mats installation) =  $\$90,646.00$ .

Please be advised that issued Addendum No. 1 suggested that the price for turf reinforcement mats needed to be provided separately and should have been removed from the Base Bid. Otherwise, we would have kept it in our Base Bid.

We are willing to do this Project for the Base Bid of  $\$90,646.00$ , if acceptable, which is still the lowest Base Bid price provided.

Thank you.

Respectfully Submitted,

Steven Sztapka  
President of Nettle Creek Nursery, Inc.



February 2, 2022

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

RE: Arrowhead Golf Course Pond Shoreline Restoration Project

Dear Mr. Hinchee,

We have reviewed the Bids that were submitted for the above referenced project. Based on the scope confirmation conversations with multiple low bid contractors, we recommend the Wheaton Park District accept the bid of V3 Construction Group, Ltd. The bid price they submitted appears to encompass the entire scope of work of the bid documents.

We are providing this recommendation with the knowledge that the original low bid price contractor, Nettle Creek Nursey, submitted a letter dated 2/2/2022 stating that they are withdrawing their bid due to a misunderstanding of the bid documents. Namely, that they did not include the price of turf reinforcement mat in their base price but as an unquantified unit price.

Sincerely,  
CAGE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Jim Campbell", is written over a horizontal line.

Jim Campbell  
Construction Manager

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Arrowhead Maintenance Building Roof Rehabilitation Project Bid Results

DATE: January 31, 2022



---

**SUMMARY:**

Illinois Roof Consulting Associates (IRCA) was hired in July of 2021 to assess the condition of the Arrowhead maintenance building roofs and to provide recommendations. The roof was installed as a part of the construction in 2000 and have developed some leaks and deteriorating insulation. It was determined that the roofs should be repaired or replaced. IRCA presented an option to coat the roof rather than doing a complete replacement. This would give us a comparable warranty to a more expensive replacement.

Staff worked with IRCA prepare bid plans and specifications. Bid documents were sent out to contractors on January 14, 2022. A pre-bid meeting was held on January 21, 2022, with representatives attending from seven companies: South Shore Roofing, DCG Roofing, Anthony Roofing, Adler Roofing, Combined Roofing, A-1 Roofing, and Olsson Roofing.

Bids were opened on January 28, 2022. The results were as follows:

<b><u>Contractor</u></b>	<b><u>Base Bid: Install roof on Office and Cold storage buildings.</u></b>	<b><u>Alternate Bid: Install roof on cart storage area.</u></b>
Anthony Roofing	\$98,500	\$27,925

Anthony Roofing's base and alternate bids are significantly less than the estimates from IRCA. For the base bid scope, the consultant's estimate is \$198,968 and the alternate is \$49,616. With only one bid was received, staff followed up with contractors that received the bid specs and/or attended the pre-bid meeting to get feedback regarding why they didn't provide a bid. The contractors who didn't bid stated they were either over extended, understaffed, or missed the bid deadline.

IRCA reviewed the bid and scope of work with Anthony Roofing and recommends they be awarded the project. Anthony roofing was the sub-contractor for R.C. Wegman on the Community Center exteriors project and staff was pleased with their work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A.

**REVENUE OR FUNDING IMPLICATIONS:**

Account	Description	Budget
60-611-000-57-5701-0000	Capital – Maintenance Building Roof	\$400,000

**STAKEHOLDER PROCESS:**

N/A.

**LEGAL REVIEW:**

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

**ATTACHMENTS:**

IRCA's recommendation letter.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's accept the base bid of \$98,500 and alternate bid of \$27,925 from Anthony Roofing for a total of \$126,425 along with a 10% contingency of \$12,642.50.



Certified Consultants and Specifiers

Roof Condition Evaluations

Moisture Testing

Quality Compliance Inspection  
during roof construction

February 2, 2022

Mr. Brian Morrow  
Wheaton Park District  
1000 Manchester Road  
Wheaton, IL 60187

**RE: Roof Rehabilitation Bids for  
Arrowhead Golf Club Maintenance Building  
Roofs A-C**

Dear Mr. Morrow:

Illinois Roof Consulting Associates, Inc. (IRCA) was authorized to prepare project documents and specifications for the roof rehabilitation at the referenced building. The following is a summary of our work in this regard and our recommendations for award of the roofing contract.

We collected data at the site, reviewed reports and information we had in the building's file, and formulated a specification. During the following weeks, we produced a draft Project Manual and developed the necessary construction sketches and details. Once the documents were reviewed and finalized, an Advertisement to Bid which was placed in a local newspaper.

The contractors who responded to the Advertisement were A-1 Roofing of Elk Grove Village, Adler Roofing of Joliet, All American Exterior Solutions of Lake Zurich, American (Combined) Roofing of West Chicago, Anthony Roofing of Aurora, Chiattello Roofing of Dolton, DCG Roofing of Des Plaines, Filotto Roofing of Crest Hill, MetalMaster RoofMaster of McHenry, Olsson Roofing of Aurora, Seal Tight Exteriors of Steger, Showalter Roofing of Naperville, South Shore Roofing of Tinley Park, Tori Construction of Alsip, and Weatherguard Roofing of Elgin. A mandatory pre-bid meeting was held at the building on January 21, 2022, at 9:30 A.M. The project's requirements, specifications, and details were reviewed and the roofs were examined by the participants.

As originally announced, the Bids were opened at a public meeting on January 28, 2022, at 9:30 A.M. Attached is a spread sheet listing the Bid prices received. All of the originally responding Bidders chose not to bid except for Anthony Roofing Tecta America.

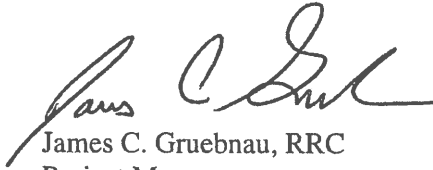
After carefully reviewing the bids and verbally confirming both price and scope of work with the low Bidder of Record, we are pleased to recommend that the project proceed as specified using the low Bidder of Record, Anthony Roofing Tecta America.

Illinois Roof Consulting Assoc., Inc.  
4302-G Crystal Lake Road  
McHenry, Illinois 60050  
(815) 385-6560  
FAX (815) 385-3581  
[www.irca.com](http://www.irca.com)

We have been pleased to assist you with these phases of this project and are looking forward to continuing to work with you.

Sincerely,

ILLINOIS ROOF CONSULTING ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "James C. Gruebnaue", is written over the printed name.

James C. Gruebnaue, RRC  
Project Manager

JCG/ajm  
211124bidrec.ltr  
Enclosure

**ILLINOIS ROOF CONSULTING ASSOCIATES, INC.**  
**SUMMARY SHEET FOR BID OPENING**

PROJECT: Arrowhead Golf Club Maintenance Building

IRCA NO: 21124

BID OPENING DATE: January 28, 2022

	Anthony Roofing Tecta Amercia
BASE BID	\$98,500
BID SECURITY	Yes, 10%
ALTERNATE 1	\$27,925

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Paul Stanczak, Superintendent of Facilities

THROUGH: Michael Benard, Executive Director

RE: Crystal Maintenance Plus Contract Termination

DATE: January 31, 2022

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**SUMMARY:**

Due to increased cleaning and sanitization needs from the Covid epidemic in 2021, staff needed assistance keeping up with the maintenance demands of the Central Athletic Complex. Crystal Maintenance Plus was hired to meet these additional demands in July of last year.

Recently we determined we have adequate staffing and no longer require Crystal Maintenance's services. We intend to utilize our recently hired PM custodians for most of the cleaning during the year with supplemental PT staff from the Community Center as needed during the busy summer season.

Staff seeks to terminate the agreement for convenience and without cause.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The contract with Crystal Maintenance was awarded at the June 16, 2021, board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

Terminating the contract with Crystal Maintenance Plus will provide a savings of \$975 each month that will be offset through existing budgeted wages.

**STAKEHOLDER PROCESS:**

N/A.

**LEGAL REVIEW:**

The relevant sections of our agreement with Crystal Maintenance are included below.

**ATTACHMENTS:**

Relevant sections of agreement

**ALTERNATIVES:**

If we do not seek to terminate the agreement at this time, we can choose to not renew after June 30.

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's allow staff to terminate the contract with Crystal Cleaning Plus at the end of February 2022.

### **3. Term**

The term of this Agreement shall be for one (1) year, commencing on July 1, 2021 and expiring on June 30, 2022, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). This Agreement may be renewed by the Park District for two (2) additional one (1) year periods as follows: a) commencing on July 1, 2022 and expiring on June 30, 2023 ("Second Term"); and b) commencing on July 1, 2023 and expiring on June 30, 2024 ("Third Term") (collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

### **10. Termination**

A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete

continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Cosley Zoo Siding & Painting Project Bid Results

DATE: February 1, 2022



---

**SUMMARY:**

As part of the Capital projects fund, the Cosley Zoo Kiebler Barn, Taylor Barn and Aviary buildings have exceeded their reasonable life expectancies and need repairs. The repairs include re-painting the Aviary building, repairing, and re-staining the bird enclosures, and re-siding and re-painting the Kiebler barn.

The park district is not recommending accepting the alternate bids 1 or 2 for re-siding and painting the Taylor Barn. While this work would extend the life of the building, we have significant concerns about the age of the building and its limited usefulness to our programming and operations. Staff would prefer to look at alternatives that include removing this building and replacing it with an open-air shelter and smaller utility sheds for programs and maintenance operations. Concepts would be developed for this option and shared with appropriate stakeholders.

Bid plans and specifications were sent out to the bidders on January 17, 2022. Bids were opened on January 31, 2022, and the results were as follows:

<b><u>Contractor</u></b>	<b><u>Base Bid 1:</u> Aviary Building</b>	<b><u>Base Bid 2:</u> Kiebler Barn</b>	<b><u>Alt Bid 1:</u> Taylor Barn- steel siding</b>	<b><u>Alt Bid 2:</u> Taylor Barn- wood siding</b>	<b><u>Unit Cost:</u> Aviary Building- Repair trellis per s.f.</b>
Red Feather Group	\$16,800	\$59,500	\$62,640	\$51,800	\$35
Muscat Painting	\$25,878	\$83,149	\$52,826	\$54,947	\$48
Lite Construction	\$32,711	\$87,000	\$65,000	\$55,000	\$175
WallFill	\$44,875	\$97,525	\$48,750	\$62,108	\$8
All American	\$19,230	\$150,285	\$130,930	\$120,140	\$45

Red Feather has successfully completed projects for the park district in the past including replacing the roofs at the zoo and Prairie building.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The renovations were discussed at the April 29, 2020, Buildings and Grounds subcommittee meeting as part of the capital budget prioritization discussion.

**REVENUE OR FUNDING IMPLICATIONS:**

Account	Description	Budget
40-800-813-57-5701-0000	Cosley Kiebler Barn Siding	\$70,000
40-800-813-57-5701-0000	Cosley Aviary Siding	\$32,000
40-800-813-57-5701-0000	Cosley Exterior Painting Aviary	\$25,000

The lowest bids from Red Feather are under budget.

**STAKEHOLDER PROCESS:**

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

**LEGAL REVIEW:**

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

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's accept the base bids 1 and 2 for a total of \$76,300 from Red Feather along with a 10% contingency of \$7,630.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Gary Avenue Right of Way Improvements - Easements

DATE: January 5, 2022



---

**SUMMARY:**

We have continued to work with the City of Wheaton, Forest Preserve District of DuPage County and the Illinois Department of Natural Resources on the Gary Avenue Improvements. These include a traffic signal at Prairie Avenue and a multi-use path on the east side of the right of way. The improvements are expected to benefit our plans for improved parking at Cosley Zoo and safe pedestrian access to the zoo.

We received the attached request for the easements on behalf of the City of Wheaton. While the city's engineering will be preparing the plat of easements, we feel it is appropriate to have our legal counsel prepare and negotiate the easement agreement. This will be a three-party agreement between ourselves, the city and the FPDDC.

The attached letter agreement was requested from Day & Robert. Rachel Robert is the attorney who assisted in reviewing the easement agreements that were drafted by the Wheaton Sanitary District for the Northside Interceptor project. It is expected that this agreement will be used as the model for what is being requested by the city. They have provided an hourly rate for this work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

A summary statement of this project was shared at the subcommittee meeting on November 3, 2021.

**REVENUE OR FUNDING IMPLICATIONS:**

The City of Wheaton has agreed to reimburse for expenses related to drafting this agreement.

**STAKEHOLDER PROCESS:**

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

**ATTACHMENTS:**

Easement Request and exhibits 12-6-21  
Day & Robert Engagement Letter 12-23-21  
WPD support letter 12-7-21  
IDNR Easement Follow Up 12-7-21

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve retaining Day & Robert for drafting and review of the Gary Avenue Right of Way Easements.

**Day & Robert, P.C.**

---

ATTORNEYS AT LAW

300 E. 5th Avenue  
Suite 365  
Naperville, Illinois 60563  
630-637-9811  
Fax 637-9814  
www.drm.law

SCOTT M. DAY  
RACHEL K. ROBERT

---

KELLI M. SMITH  
*Of Counsel*

December 23, 2021

**VIA EMAIL AND REGULAR MAIL**

[mbernard@wheatonparks.org](mailto:mbernard@wheatonparks.org)

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

***RE: Engagement Letter for Legal Services***

*City of Wheaton/Forest Preserve District of DuPage County*

*Easements/Improvements along Gary Avenue between Harrison Avenue and Jewell Road*

Dear Mr. Benard:

Pursuant to my telephone call with Rob Sperl on December 22, 2021, Day & Robert, P.C. is pleased to submit this Engagement Letter to serve as legal counsel for the Wheaton Park District in conjunction with preparation of license and easement agreements over various parcels along Gary Avenue owned by the Wheaton Park District, the Forest Preserve District, and in some cases both, related to the City of Wheaton's on-going roadway improvement project between Harrison Avenue and Jewell Road. The following will generally outline the terms of our legal representation.

During the course of our representation, our legal services will be billed at an hourly rate of \$285.00 for partners and \$110.00 for paralegal work. Please note that at this stage, it is impossible to determine the amount of time that will be needed to complete the legal services the Park District may require. Our work on prior Park District easement projects should help streamline the legal work, and every effort will be made to expedite and process all work according to the highest legal and ethical standards. We will provide the Park District with copies of all relevant correspondence and documentation, and will submit a detailed invoice to the Park District on a monthly basis reflecting all services performed. Please also note that if, during the course of our representation, we incur costs on the Park District's behalf including, but not limited to, photocopying, postage charges and computer research costs, those costs will also be reflected on our monthly invoicing.

Mr. Michael J. Benard, CPRE, MPA

Page 2

December 23, 2021

Payment of the monthly invoice is due within 30 days of receipt, subject to the Park District's Board meeting schedule. If not so paid, we reserve the right to terminate our legal services and withdraw our representation. Day & Robert, P.C. may also withdraw its representation in the unlikely event a conflict of interest arises during the scope of our representation, or if we believe our working relationship has reached an impasse and is no longer positive and productive. Under no circumstances will our representation be discontinued without efforts to cure any misunderstandings or issues we may confront.

Please also be advised that the Day & Robert, P.C. file, including all work product, will be retained by the firm. Upon the conclusion or termination of our representation, all documents retained by the firm will be transferred to the person responsible for administering our records and retention program. For various reasons, including minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or materials within our file within a reasonable time after the conclusion or termination of our engagement. Again, we will give the Park District advance notice before any such action is taken.

Lastly, in the unlikely event a dispute arises with respect to the terms or conditions of this Engagement Letter, the parties agree to the exclusive forum and venue of the Eighteenth Judicial Circuit, DuPage County, Illinois to resolve the dispute. In the event Day & Robert, P.C. prevails, any reasonable attorney fees and costs Day & Robert, P.C. incurs in enforcing this Engagement Letter shall be recoverable from the Park District.

If the foregoing terms and conditions meet with the Park District's approval, please sign where indicated below and return a copy to me via email, facsimile or regular mail. Should the Park District have any questions regarding the terms or conditions, please feel free to contact me to discuss them further. We sincerely thank you for again choosing Day & Robert, P.C. to handle the Park District's legal needs.

Very truly yours,



Rachel K. Robert

RKR:kg

cc: Robert M. Sperl, CPRP, MPA

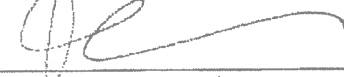
I acknowledge receipt of a copy of this Engagement Letter and approve its terms:

Wheaton Park District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Day & Robert, P.C.

By:  \_\_\_\_\_

Date: 12/23/2021 \_\_\_\_\_



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1921-2021

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**discover.**  
*play.*

**Board of  
Commissioners**

Bob Frey

John Kelly

William Barrett

Kevin Fahey

Terry A. Moss

Ray Monte

John Vries

**Executive Director**  
Michael Benard  
(630) 510-4945

**Community Center**  
(630) 590-4550

**Administration**  
192 E. Wesley Street  
Wheaton, IL 60157



December 7, 2021

Illinois Department of Natural Resources  
Attn. Mary Jo Weller  
One Natural Resources Way  
Springfield, IL 62702-1271

Re: OSLAD Grant Program – OS 87-242, OS 99-952 – Requested Easements

Dear Mary Jo,

Following up on our recent correspondence, the Wheaton Park District is seeking approval to grant easements on parcels acquired with grants through the OSLAD program. The purpose of these easements would be to allow the City of Wheaton to improve the adjacent right-of-way.

As a part of these improvements, they would be adding an 8' wide multi-use path separated from the road. While this path would be within their right of way, the added width of this path would require a temporary easement for grading appropriate slopes to the adjacent grant funded property (OS 99-952) that we own in conjunction with the Forest Preserve District of DuPage County. The width of this temporary easement would be 10' wide for a length of approximately 280' along the grant funded parcel (05-08-409-022).

They have also requested a permanent easement that would allow construction of a longer culvert for the Winfield Creek to accommodate the added width of the multi-use path. This easement would be 15' wide for 100' (05-08-414-023).

These improvements and easements are shown on the attached preliminary plans. Please note that there are additional easements being considered that are on parcels not acquired with OSLAD grant funds.

Granting of these easements would not alter the property from its intended use for outdoor recreation. The construction of the adjacent multi-use path would provide a benefit by permitting additional pedestrian traffic.

The City of Wheaton is anticipating receiving approval to proceed with this project in early 2022. It would be ideal if we could grant these easements in January or February. Please feel free to reach me at [rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org) or (630) 510-4970.

Best regards,

Rob Sperl

Director of Parks and Planning

Attachment: City of Wheaton Easement Request – December 6, 2021

Cc: Sarang Lagvankar, City of Wheaton

Kevin Stough, Forest Preserve District of DuPage County



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**Board of  
Commissioners**

Bob Fray

John Kelly

William Barrett

Terry A. Mee

Ray Merrill

John Vies

**Executive Director**

Michael Benard  
690.510.4945

**Community Center**

630.690.4889

**Administration**

102 E. Wesley Street  
Wheaton, IL 60187



December 7, 2021

City of Wheaton  
Attn. Mike Dzugan, City Manager  
303 W. Wesley  
Wheaton, IL 60187

Re: Gary Avenue Improvements

Dear Mike,

Your engineering staff has been sharing plans for improvements to the Gary Avenue Right of Way between Harrison and Jewell Road. I understand that the proposed plan includes a new traffic signal at Prairie Avenue, a left turn lane and pedestrian improvements including a multi-use path along the east side of the right of way.

As a part of these improvements, several temporary easements have been requested from the Wheaton Park District. These are primarily for grading and a permanent easement to widen the existing culvert at Winfield Creek to allow the additional width of the path. We are currently working with the Illinois Department of Natural Resources, who provided grant funding for the acquisition of some of these parcels, on allowing us to grant these easements.

The Wheaton Park District supports these improvements as they will provide benefits for those we serve. First, the traffic signal at Prairie Avenue will improve safety and traffic flow to the area that includes our administrative office and Cosley Zoo. Cosley Zoo can see a significant amount of traffic throughout the year, approximately 160,000 visitors annually, along with other businesses in the area. We are currently working on plans for a new parking lot to improve traffic flow to the zoo and reduce its impact on the surrounding area. The proposed traffic signal will align with the proposed parking lot entrance.

The new traffic signal will benefit safe pedestrian access along Gary Avenue as much as vehicle traffic. It is critical that the signal is installed to allow planned pedestrian crossing at Prairie Avenue from the new parking lot. Additionally, the multi-use path will promote visitors to the zoo via walking or cycling. It will also benefit pedestrians and cyclists for recreational use and transportation along Gary Avenue. Being surrounded on both sides by the Lincoln Marsh, path users can enjoy the views of nature and wildlife.

We look forward to seeing this project move forward. If we can be of any assistance, please let us know.

Best regards,

Mike Benard  
Executive Director

December 6, 2021

Mr. Rob Sperl, CPRE  
Director of Parks and Planning  
Wheaton Park District  
102 E. Wesley St.  
Wheaton, IL 60187

Dear Mr. Sperl:

On behalf of the City of Wheaton, Thomas Engineering Group formally requests easements for land parcels located along Gary Avenue. These easements are necessary for the on-going roadway improvement project on Gary Avenue between Prairie Avenue and Harrison Avenue. The following table depicts the parcel number, size of easement (in acres), area (which corresponds to the attached exhibits), owner and type.

Parcel #	Area	WPD	FPDDC	Co-owned	Easement Type
05-08-407-010	A	0.006	-	-	Temporary
05-08-408-032	B	0.010	-	-	Temporary
05-08-408-033	B	0.016	-	-	Temporary
05-08-408-034	B	0.016	-	-	Temporary
05-08-408-035	B	0.016	-	-	Temporary
05-08-409-022	B	-	-	0.061	Temporary
05-08-409-023	C	-	0.019	-	Permanent
05-08-414-023	C	-	-	0.016	Permanent
05-08-418-006	D	0.023	-	-	Temporary
05-08-414-027	E	0.836	-	-	Permanent
05-08-415-002	F	-	0.004	-	Temporary

The temporary easements are required for regrading to meet into existing ground elevations. The permanent easements are required for the construction and future maintenance of the proposed culvert extension ("Area C") and compensatory storage area ("Area F").

Thank you for your consideration of our request. Please contact me directly at 630-360-1625 or [jamesy@thomas-engineering.com](mailto:jamesy@thomas-engineering.com) if you have any questions or need additional information.

Sincerely,



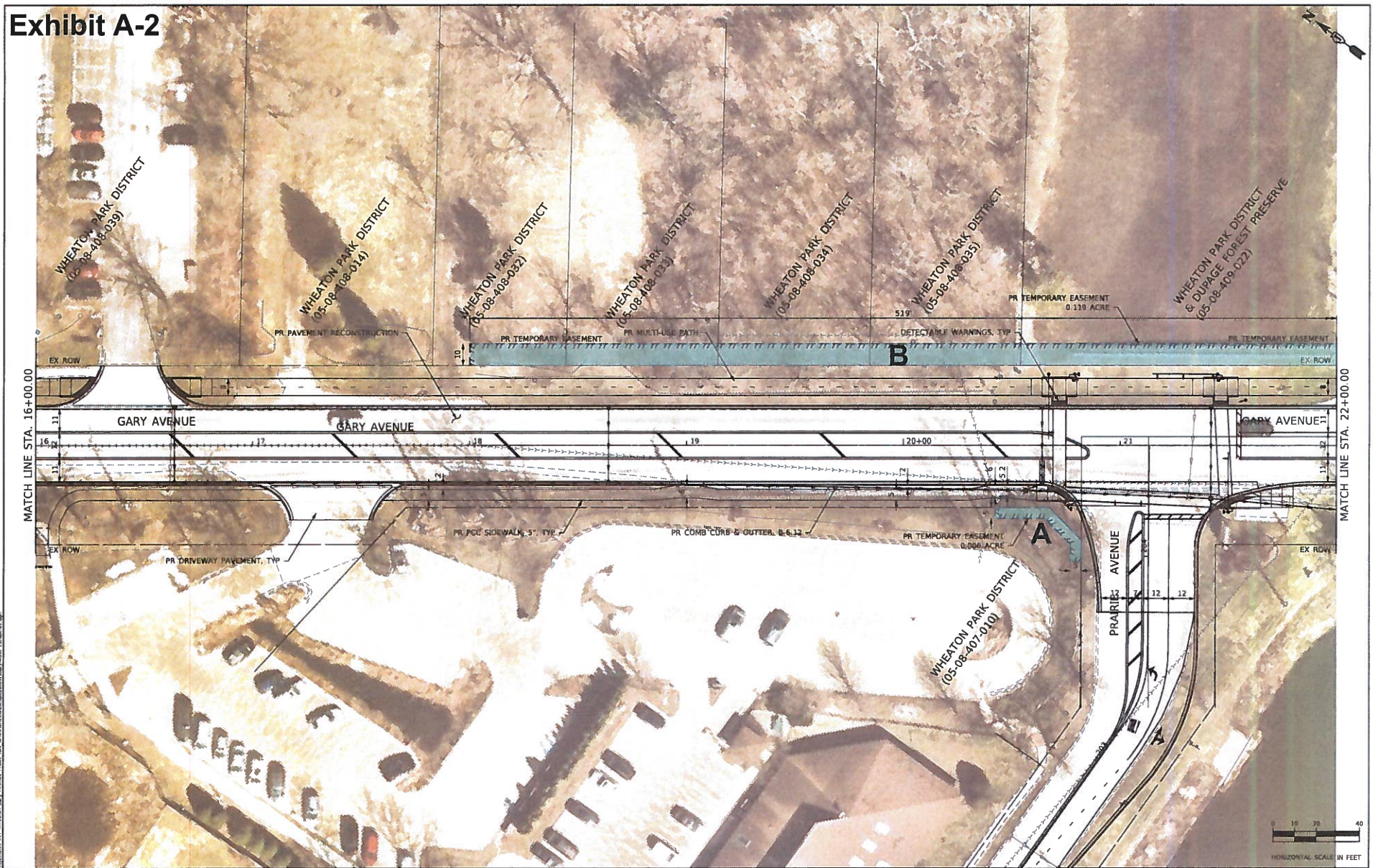
James Yuratovac, P.E., PTOE, RSP  
Senior Project Manager

Cc: Sarang Lagvankar, Senior Project Engineer, City of Wheaton



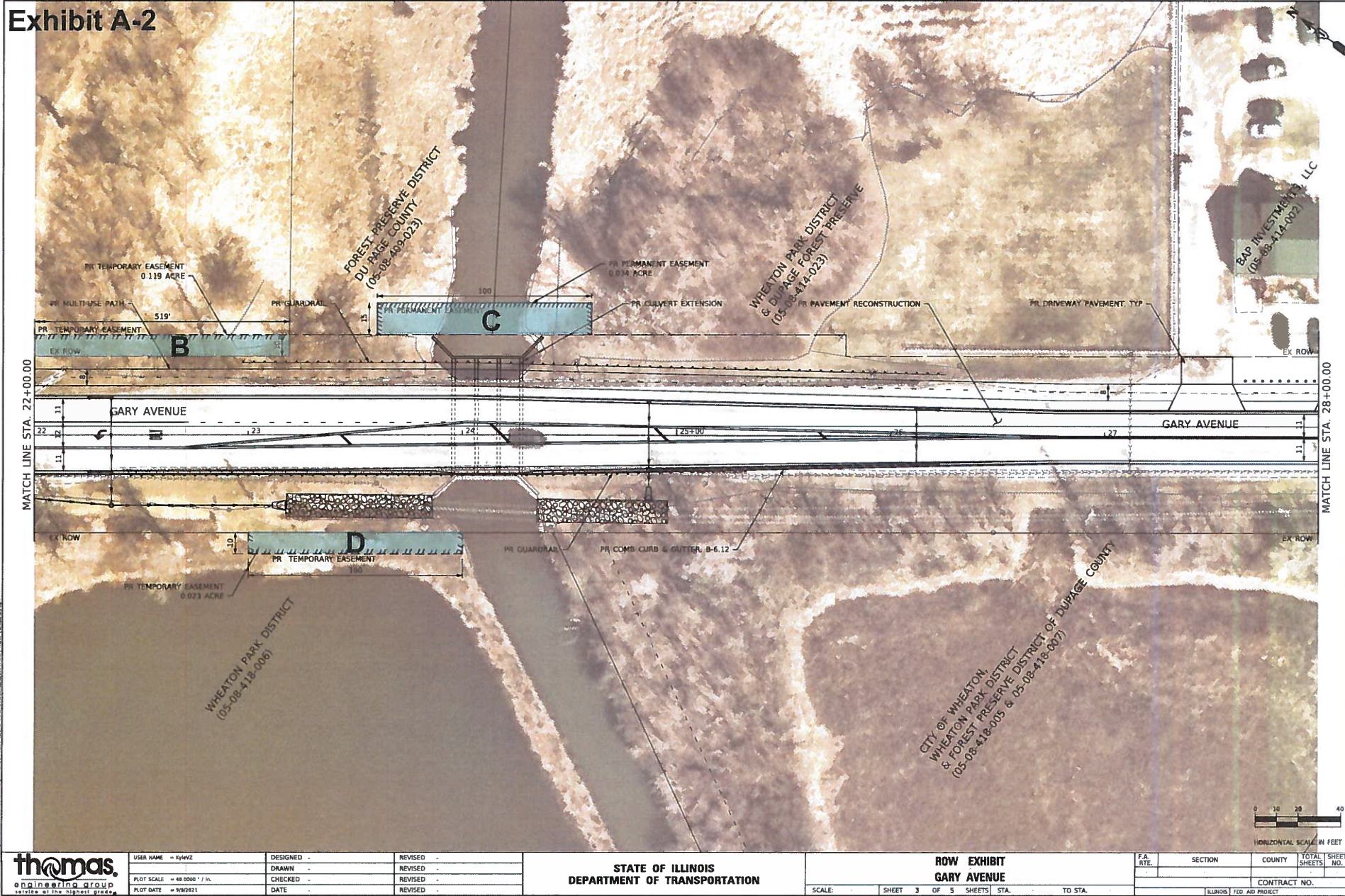
**Exhibit A-2**

# Exhibit A-2

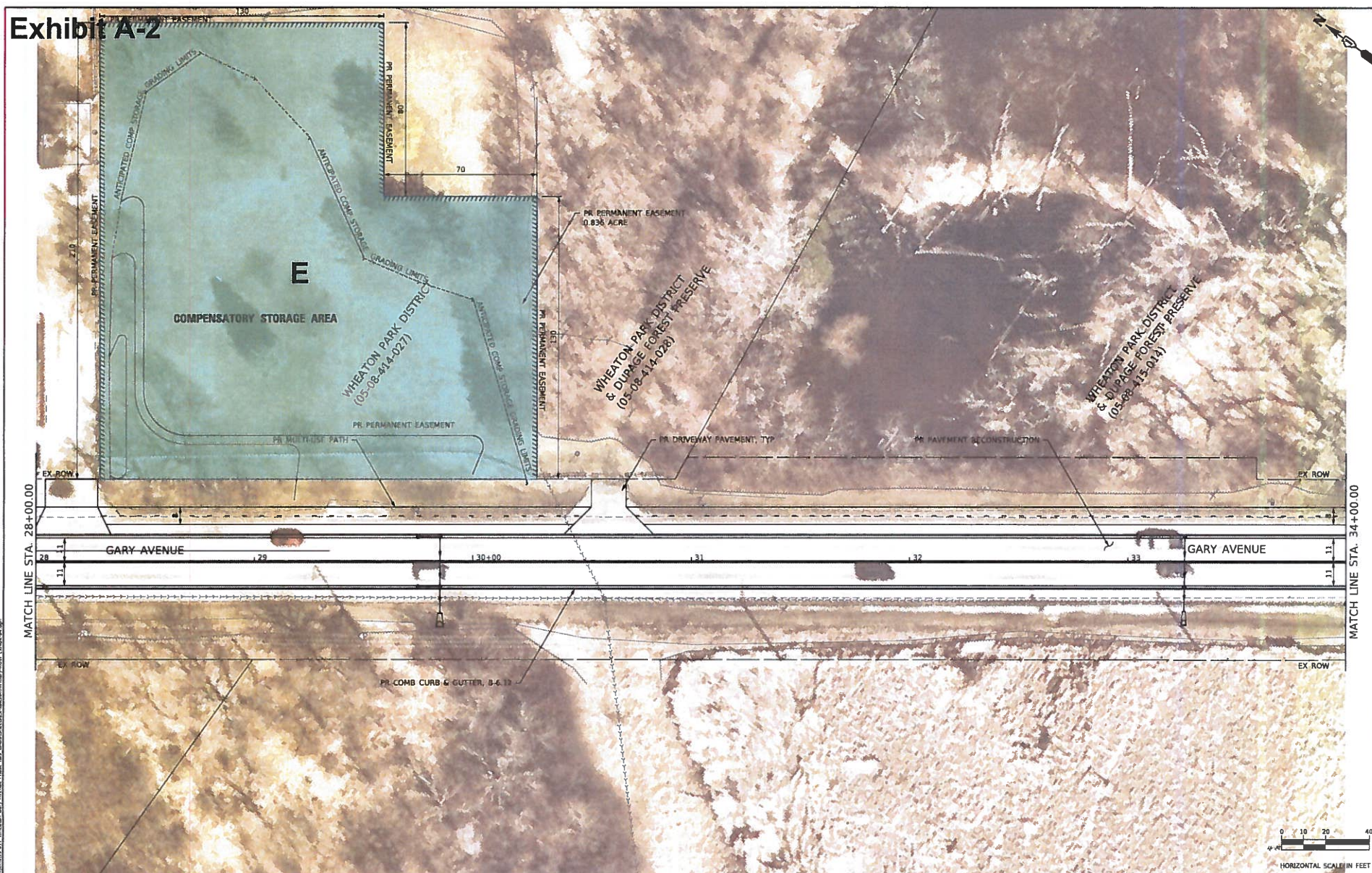


<b>thomas.</b> engineering group service at the highest grade	USER NAME = RYHYZ	DESIGNED =	REVISED =	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	ROW EXHIBIT GARY AVENUE	F.A. RTE.	SECTION	COUNTY	TOTAL SHEET NO.
	PLOT SCALE = 40 0000' / 1"	DRAWN =	REVISED =						
	PLOT DATE = 9/20/2021	CHECKED =	REVISED =						
	DATE =	REVISED =							
SCALE: SHEET 2 OF 5 SHEETS STA. TO STA.					CONTRACT NO. ILLINOIS FED AID PROJECT				

## Exhibit A-2



# Exhibit A-2



**thomas**  
engineering group  
service of the highest grade

USER NAME = kylewz	DESIGNED -	REVISED -
PLOT SCALE = 1/8" = 40'	DRAWN -	REVISED -
PLOT DATE = 9/2/2021	CHECKED -	REVISED -
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STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

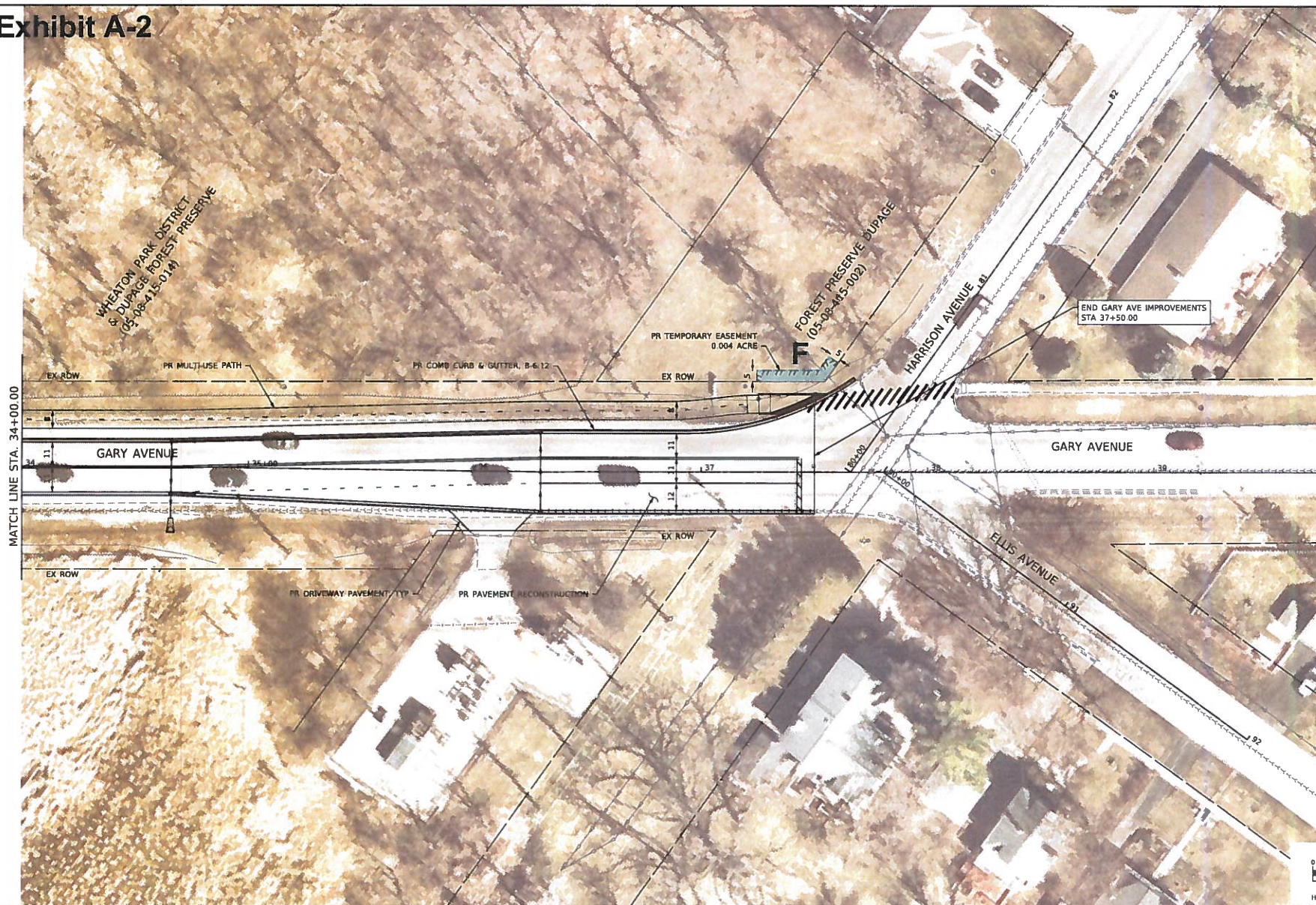
ROW EXHIBIT  
GARY AVENUE

SCALE: SHEET 4 OF 5 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO.				
ILLINOIS / FED. AID PROJECT				



# Exhibit A-2



MODEL: DYNTR  
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DATE: 11/15/2021

**thomas.**  
engineering group  
service at the highest level

USER NAME = EYNYZ	DESIGNED =	REVISED =
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STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

ROW EXHIBIT  
GARY AVENUE

SCALE: SHEET 5 OF 5 SHEETS STA. TO STA.

P.A. SITE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



**TO:** Board of Park Commissioners

**FROM:** Rob Sperl, Director of Parks and Planning  
Michael Benard, Executive Director

**RE:** **Cosley Zoo Master Plan Phase 1 East Parking Lot and Gary Avenue Improvements Review of Project Planning, Schedules, and Funding Sources**

**DATE:** February 4, 2022

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### **Background Summary**

In 2017, the Cosley Foundation and the Wheaton Park District approved a Master Plan for the Cosley Zoo. This plan serves as a long-term vision to guide fundraising for, and the future development of, the Cosley Zoo. The Cosley Foundation has been working hard raising funds via a Capital Campaign since 2018 with the goal of funding the construction of a 250-space permeable paver parking lot on the east side of Gary Avenue as Phase 1 of the Master Plan. Attached you will find a document entitled “Cosley Zoo Master Plan Progression.” This document will provide you with historical context concerning the partnership between the Wheaton Park District and the Cosley Zoo Foundation. Also attached is a document entitled “Creating Space for Our Mission, Space for our Future – A Campaign for Cosley Zoo,” which outlines the case for support for the funding of the new parking lot. I encourage you to review both documents before proceeding further into this report.

As you will note in the master plan progression report, in 2017 the Park District completed the acquisition of 1.5 acres of residential property adjacent to the zoo on the east side of Gary Avenue directly across from the Prairie Avenue intersection. This acquisition made it possible for the zoo parking lot expansion project fundraising to begin. Shortly thereafter, the City of Wheaton began to contemplate improving traffic flow on Gary Avenue which suffers regular and significant congestion due to its current configuration. The City funded a traffic study which analyzed traffic from Harrison Avenue to the South and Jewel Road to the North. The traffic study yielded confirmation that widening Gary Avenue and including turn lanes and traffic lights at Prairie Avenue would alleviate congestion and related safety concerns. The City then funded an engineering study that would allow them to make a grant application for the funding of the Gary Avenue Improvements. The City efforts were welcome as the zoo master plan concept of building an overpass or underpass to provide a safe way across Gary Avenue from the new parking lot turned out to be unrealistic from a cost to fundraising capacity standpoint. In 2020, the Cosley Foundation engaged Wight Engineering to provide a Phase 1 design and cost analysis for the future construction of the new parking lot. Ultimately, Wight completed a design and cost analysis which called for pedestrian access across Gary Avenue at the proposed new traffic light at Prairie Avenue rather than an overpass or underpass. At this point, the Cosley Zoo parking lot expansion plan is tied to expectation that the Gary Avenue improvement project will be completed by the City of Wheaton.

## Status of Gary Avenue Improvement Project - City of Wheaton

The Cosley Foundation Board and Wheaton Park District Staff have been working on the Cosley Zoo parking lot expansion project with the understanding that construction on the Gary Avenue improvement project could occur as soon as 2023. Throughout 2021, city staff and their consulting engineer have been in contact with us regarding the project and the need for easements and an area for stormwater storage (see related action item on the February 9 Subcommittee Agenda regarding these easements).

Previous City Schedule - On June 17, 2021, the City of Wheaton held a public hearing and provided a summary of the project and timeline indicating construction could begin in 2023. This information is available on the city's website at: <https://wheaton.il.us/1094/Gary-Avenue-Improvements>. The timeline for the projects is available as a PDF (portion below) and is described in the recording of the meeting (<https://vimeo.com/564678085>) at approximately 21 minutes into the presentation.

### PROJECT TIMELINE



City Project Funding - The city's estimated cost for their improvements is currently \$3.7 million. The city is seeking a portion of this funding for this project through the Federal Surface Transportation Program (STP). Approximately \$12 million dollars are allocated annually from the program for projects in DuPage County and administered through the DuPage Mayors and Managers Conference. They rank projects every other year and approve a 5 year program of funded projects and contingency projects. This process is described in the Policies and Procedures of the DuPage Council approved September 18, 2019 (<https://dmmc-cog.org/wp-content/uploads/2019/09/STP-Manual-Revised-June-2019-FINAL.pdf>).

The Gary Avenue Project is currently at Design Approval in Phase I. In order to get to Phase II, they need approval from the Illinois Department of Transportation who are responsible for processing projects as described in the Policies and Procedures noted above.

As of January 2021, this project was ranked at the top of the contingency list with a score of 45/100 (<https://dmmc-cog.org/wp-content/uploads/2021/11/FFY-22-23-DMMC-CONTINGENCY-STP-V3-rev.-January-2021.pdf>). This means it could be first in line to be funded if projects on the approved list (<https://dmmc-cog.org/wp-content/uploads/2021/11/Copy-of-Copy-of-FFY-22-26-DMMC-STPV3-October-2021-DK-Edited-002.pdf>) are unable to move forward.

Wheaton has reapplied for to the program to improve their score for the FFY 2023-2027 schedule during the current call for projects that is open from January 13, 2022 to March 15, 2022. Scoring is based on categories noted in the Policies and Procedures including: Safety Improvement/Need, Project Readiness, Current Conditions, Local needs, Financial Commitment, etc. Reapplying does not affect the current standings.

Revised City Schedule - Within the last two weeks, city staff has indicated that it is unlikely they will be able to construct the right of way improvements before 2024 as previously indicated. This is a due to delays in obtaining approvals they need from IDOT which also affects the ranking of their project by the DuPage Mayors and Managers Conference and funding for the project.

Below is the summary of the current best-case scenario provided by city staff on 1/27/2022:

- IDOT provides design approval by April 2022
- Begin plan preparation and specifications – 12 months
- Meet with IDOT to review and make changes/ revise plans accordingly- 2 months
- Confirm DMMC funding \* required before moving forward with IDOT letting
- Assume funding is available by late 2022
- Submit plans for IDOT letting- earliest is late 2023; realistically mid to late 2024
- Start the project by 2025
- Late start- 2026 if funding does not commit by 2023

### **Impact on the Cosley Zoo Parking Lot Project**

City staff has indicated that construction of the parking lot before the traffic signal at Prairie Avenue is installed would be very difficult to justify. The traffic signal and associated pedestrian improvements would be needed to safely manage vehicular traffic to and from the parking lot as well as safely getting people across Gary Avenue. As noted in their presentation, they have traffic study that indicates the current need for the traffic signal. We will need to update this traffic study to include the traffic of our improvements.

This delayed schedule will impact our construction costs. Below is a summary of the information provided in Wight Engineering's summary report from March 2021. Their report assumed construction in 2023 with a 4% annual escalation. This has been extended out to 2026 and indicates the difference in constructing the entire lot versus constructing in two phases. Each additional year will add approximately \$200,000 to the cost of the project. Constructing in phases will add approximately 17% to the cost of the project based on the year it is undertaken.

<b>Cosley Parking Lot - 4% Annual Escalation</b>						
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Construction Cost</b>	\$3,099,511	\$3,223,491	\$3,352,431	\$3,486,528	\$3,625,989	\$3,771,029
<b>Soft Costs</b>	\$893,361	\$929,095	\$966,259	\$1,004,910	\$1,045,106	\$1,086,910
<b>Total</b>	<b>\$3,992,872</b>	<b>\$4,152,587</b>	<b>\$4,318,690</b>	<b>\$4,491,438</b>	<b>\$4,671,095</b>	<b>\$4,857,939</b>
<b>If completed in phases</b>						
<b>Phase 1</b>	\$2,952,417	\$3,070,514	\$3,193,334	\$3,321,068	\$3,453,910	\$3,592,067
<b>Phase 2</b>	\$1,719,523	\$1,788,304	\$1,859,836	\$1,934,230	\$2,011,599	\$2,092,063
<b>Total</b>	<b>\$4,671,940</b>	<b>\$4,858,818</b>	<b>\$5,053,170</b>	<b>\$5,255,297</b>	<b>\$5,465,509</b>	<b>\$5,684,129</b>
Difference in cost for phase approach		\$706,231	\$734,480	\$763,859	\$794,414	\$826,190

### **Status of Fundraising by the Cosley Foundation**

As of the close of fiscal year 2021, the Cosley Foundation has a fund balance of \$1,000,000 that can be targeted to the parking lot expansion project. The Foundation's fundraising campaign consultant has in place a solicitation strategy for 2022 to generate an additional \$440,000 for the project. Annual Cosley Foundation special event fundraisers which includes the Run for the Animals, Cosley Classic Golf Outing, Christmas tree sales and the annual appeal will conservatively add another \$60,000 to the funds available for the parking lot after other Cosley Foundation obligations are met. By the end of 2022, the Cosley Foundation should have 1.5 million dollars available to be targeted to the parking lot expansion project.

### **Moving Forward**

As you can see from the construction cost estimates provided by Wight Engineering, the parking lot expansion project will cost \$4.5 million dollars in 2024. For the project to be completed, sources of funding beyond the fundraising efforts of the Cosley Foundation will be required. These sources include funding from the Wheaton Park District and State and Federal Grants.

At this time, we are seeking Park Board Consensus on three items that will facilitate the continuation of positive momentum for completing this project.

- #1 Park Board agreement to match the dollars raised by Cosley foundation for the parking project at the time construction is certain to occur.
- #2 Park Board agreement to support the solicitation of state and federal grants for this project by park district staff and the Cosley Foundation. The Park Board commitment to match the funds raised by the Cosley Foundation will represent the local or project sponsors contribution the project. We have experienced that articulated contributions from both the project sponsor (the park district) and other community support sources (the foundation) often lead to successful grant applications.
- #3 Park Board to support advocacy to the City of Wheaton for completion of the Gary Avenue improvement project as a priority regardless of the DuPage Mayors and Managers grant award (ideally in 2023 or 2024 as their initial timeline outlined).

## **COSLEY ZOO MASTER PLAN PROGRESSION**

**1999** The Cosley Foundation purchased one acre of property increasing total acreage to two on the east side of Gary Avenue. This allowed the zoo to relocate staff parking out of the public lot.

**2009** With the assistance of the Cosley Foundation, the park district purchased an additional .9 acres of land adjacent to the staff parking lot, bringing total land ownership to 2.9 acres across from the zoo.

**2012** Because of a partnership between the Wheaton Park District and the Cosley Foundation, the district was able to purchase an office building adjacent to the zoo at 855 Prairie. This purchase provided a suite of offices for zoo administrative and education staff, additional weekend zoo parking and protected the property from future non-zoo related development.

**2015** The Cosley Foundation engaged the well-respected zoo design firm, Torre Design Consortium, to develop a comprehensive master plan for the zoo. This plan will guide the zoo over the next 20-30 years.

**2016** With support from the Wheaton Park District, the Cosley Foundation financed the construction of a new quarantine facility. This allows the zoo to follow best practices related to biosecurity to protect both animal and human health and safety. This facility was built on the east side of Gary Avenue so it would not impact available public space.

**2017** Both the Wheaton Park District Board of Commissioners and the Cosley Foundation formally approved the zoo's master plan and related strategic plan. These plans lay out a bold vision, which will allow the zoo to teach, inspire, advocate, and engage the community in new ways, all while preserving the best that Cosley Zoo has to offer: an accessible, safe, family-friendly, and convenient experience.

**2017** The Cosley Foundation engaged Shultz & Williams (now Relevant Strategies & Solutions) to conduct a Capital Campaign Planning Study to assess the feasibility of a \$15 million campaign. The study brought to light two important pieces of information. First, Cosley Zoo was highly thought of and supported by everyone. Second, the zoo was not on anyone's philanthropic radar, meaning there would need to be a lot of relationship building to raise capital funds.

**2017** The Wheaton Park District made an important acquisition of 1.525 acres on the east side of Gary Avenue adjacent to the zoo property. This brought total land available for expansion to 5.1 acres. This land purchase will facilitate implementation of the zoo's master plan, providing space for expanded public parking.

**2017** The master plan was unveiled to the public during the zoo's annual Cosley Zoo Uncorked wine tasting event. This included several large signs placed throughout the zoo, highlighting various phases. The plan was very well received by those in attendance.

**2018** The Cosley Foundation once again engaged Schultz & Williams (Relevant Strategies & Solutions) to manage a capital campaign to support implementation of phase 1 of the master plan. This campaign included hiring a local campaign manager. Named Renew the Zoo, this phase included a new larger parking lot and renovation of the current barn learning center.

**2018** The Cosley Foundation in partnership with Relevant Strategies & Solutions (RS & S), developed a new Renew the Zoo Capital Campaign Committee which included senior zoo and park district staff, the Cosley Foundation President, the Campaign Manager, and interested stakeholders.

**2018** A Neighbor Night about the master plan was conducted. This enabled nearby stakeholders the chance to learn about the plan and ask questions.

**2019** The relationship with the consultant RS & S continued, with the expansion of the local Campaign Managers hours from 20 to 30 hours/week as they worked to develop philanthropic relationships.

**2020** Due to the covid 19 pandemic the capital campaign was paused for several months beginning in March. The campaign was restarted in the fall with a pivot from a focus on Renew the Zoo to operational support and a reduction in the hours of the Campaign Manager to 20 hours/week. This effort kept the zoo sustainable despite the nearly four-month closure. Because of the focus on operation, the Capital Campaign Committee was suspended.

**2020** The Cosley Foundation engaged a design-build firm, Wight & Company, to develop a parking lot concept plan and complete a site investigation.

**2021** Based on the cost estimates provided by Wight & Company it was decided to remove the renovation of the barn from phase 1, focusing solely on the new parking lot. It was determined that completion of the new lot was the lynch pin to all other projects and needed to be completed before any other project.

**2021** The partnership with RS & S continued with the focus remaining on operational support. This was the first year that the zoo/foundation facilitated three annual appeals in addition to their other fundraising activities and efforts. These efforts brought in more than \$800,000 in support of the zoo and foundation.

**2022** The foundation renewed its commitment to refocus on raising funds for the new parking lot to facilitate this important project. This included an increased in the Capital Campaign Managers hours to 25/week.



# 2021 IMPACT REPORT

Here are the highlights of your tremendous impact through generous gifts, zoo membership, event participation and volunteering.



Welcomed a record  
number of  
**VISITORS - 173,000**



## EDUCATION

Hosted 1,236  
programs with  
**52,000+ PARTICIPANTS**  
who learned about  
animals and  
conservation



## ANIMAL CARE & WELFARE

Provided daily  
world-class care for  
**230 ANIMALS**  
and welcomed  
**23 NEW ANIMALS**

Conducted  
**3,600 ANIMAL  
TRAINING SESSIONS**

ACCREDITED BY THE  
**ASSOCIATION  
OF ZOOS &  
AQUARIUMS**

The gold standard for  
animal care & welfare

Achieved 5-Year Reaccreditation



## CONSERVATION

### INVESTED \$26,000 IN PROJECTS

Reared and released  
**82 ENDANGERED  
BLANDING'S TURTLES**  
into the wilds of  
DuPage County

Supported other  
**ENDANGERED SPECIES:**  
Monarch butterflies  
African lions  
Vaquita porpoises  
North American  
songbirds  
American turtles



Led **2 STREAM CLEAN UPS**

## COMMUNITY SUPPORT

Community members  
provided **\$820,000 in  
FINANCIAL SUPPORT**  
through generous  
donations and  
fundraising events

Visitors invested in  
**998 ZOO MEMBERSHIPS** –  
a record number

**38 WILDLIFE CHAMPIONS**  
society members each  
donated \$1,000 or  
more



Special thanks to the Cosley Foundation Board:

Matt Szafranski, President | Shayne Purdue, Vice President | Adam Sharpee, Treasurer | Michael Benard, Secretary  
Jennifer Clark | Phyllis Geyer | Rachel Ittner | Larry Kmiecik | Ashley Rabatic | Susan Varcak

If you are interested in learning more or want to continue to support Cosley Zoo, visit **cosleyzoo.org**

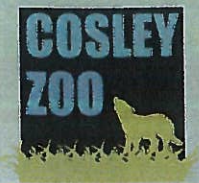
**Mission:** To create connections between people and animals that will inspire lifelong conservation of the natural world.

**Vision:** Empowering change through conservation action and engagement.



Cosley Zoo is  
Certified Sensory Inclusive





# CREATING SPACE FOR OUR MISSION SPACE FOR OUR FUTURE

A Campaign for Cosley Zoo



## CONNECTING PEOPLE WITH ANIMALS

Cosley Zoo offers visitors of all ages, up close 360-degree views of 200+ native Illinois wildlife and farm animals in a 5-acre setting nestled in Chicago's western suburbs. **The mission of Cosley Zoo is "to create connections between people and animals that will inspire lifelong conservation of the natural world".**

Founded in 1974 by the Wheaton Park District, Cosley Zoo has since grown to become one of the most popular attractions in the western suburbs. The zoo hosts approximately 170,000 visitors each year, three-quarters of whom reside in DuPage County.

As an accredited member of the Association of Zoos & Aquariums, Cosley Zoo is one of the premier small zoos in the nation. The zoo is a leader in animal welfare and conservation and a highly-regarded educational institution that teaches people of all ages. More than 50,000 visitors participate each year in educational programs.



For more information, please contact Susan Wahlgren, Cosley Zoo Director at 630.510.5035 or [swahlgren@wheatonparks.org](mailto:swahlgren@wheatonparks.org).

# THE DYNAMIC COSLEY ZOO OF TOMORROW

In 2017, Cosley Zoo launched its new Master Plan – a grand vision for the future that will allow the zoo to teach and inspire the community about conservation in new ways, all while preserving the best that Cosley Zoo has to offer: an accessible, safe, family-friendly, and convenient experience. The Master Plan provides a compelling vision for the zoo's next 20+ years including:

- Double the visitor access through expanded parking
- Greater emphasis on conservation and animal welfare
- Expanded educational programs and after-hour events
- New immersive exhibits, featuring new animals and hands-on activities
  - Rivers
  - Entry Complex
  - Barn Learning Center renovation
  - Wilds of Illinois
  - Forest of Illinois Biome
  - Discovery Center



By aligning the zoo's mission, exhibits, educational programs, and guest experiences, the expectations of current and future generations will be exceeded.



## CREATING SPACE FOR OUR MISSION | SPACE FOR OUR FUTURE

With Cosley Zoo's increasing popularity and exciting plans for the future, the zoo has long outgrown its parking. The 170,000 guests that visit each year have access to only 80 parking spaces during the week and 120 spaces on the weekends. As a result, the parking lot fills to capacity two out of every three days from April to October. Many families who would like to see the animals or participate in an educational program choose not to visit to avoid parking problems.

To help Cosley Zoo grow, the Wheaton Park District invested \$1 million to acquire land for parking expansion. **The new 250-space lot will greatly improve visitor access to the zoo, as well as lay a strong foundation for Cosley Zoo's exciting future exhibits and facility improvements.**

Cosley Zoo expects its impact on the natural world to grow substantially as thousands more families are able to connect with nature at the zoo every year. When each new visitor meets the animals, develops empathy for them, and appreciates their

*– continued on page 4*

# COSLEY ZOO MASTER PLAN

PARKING EXPANSION   RIVERS EXHIBIT   ENTRY COMPLEX  
BARN LEARNING CENTER   WILDS OF ILLINOIS  
FORESTS OF ILLINOIS BIOME   DISCOVERY CENTER



Through the phased development of its master plan, Cosley Zoo will be able to teach and inspire the community about conservation in new ways, all while carefully preserving the best that Cosley Zoo has to offer: an up-close, accessible, safe, family-friendly and convenient experience.

## INVESTING IN A LIFETIME OF INSPIRATION



value in our ecosystem, they will be compelled to do their individual part to care for, sustain, and preserve the animals' wild habitats.

The new parking lot will be situated on the east side of Gary Avenue. Visitors will cross the road safely to the zoo grounds at a pedestrian crosswalk to be constructed at the intersection of Gary and Prairie Avenues. The City of Wheaton is planning for a new traffic light at this intersection as part of its upcoming redevelopment of Gary Avenue.

Following conservation best practices, Cosley Zoo's new parking lot will be constructed with permeable pavers to reduce runoff, provide a water quality benefit, enhance aesthetics, and address any stormwater impacts.

The parking project is estimated to cost \$4.5 million and can be constructed in phases, if necessary.

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## INVESTING IN A LIFETIME OF INSPIRATION

**Cosley Zoo's parking expansion and Master Plan can only become possible with strong support from community leaders like you.** We invite individuals, foundations, clubs, and businesses to invest in this campaign that will:

- Grow the impact of the zoo's mission by drawing more visitors to the zoo
- Lay a strong foundation for future development that will support conservation, education, and cultural and recreational life in the community



By helping Cosley Zoo to achieve its grand vision for the future, you can support the zoo in becoming an impactful destination that will teach and inspire the community about conservation in new and engaging ways, all while preserving the very best that Cosley Zoo has to offer. With your partnership, together we can fulfill Cosley Zoo's highest purpose: to create connections between people and animals that will inspire lifelong conservation of the natural world.

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Learn more at [cosleyzoo.org](https://cosleyzoo.org)

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For more information, please contact Susan Wahlgren, Cosley Zoo Director at 630.510.5035 or [swahlgren@wheatonparks.org](mailto:swahlgren@wheatonparks.org).