



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wednesday March 1, 2023, 5:00 p.m.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187**

Public Notice Date February 24, 2023

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 March 1, 2023, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

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

Michael J. Benard
Secretary

The Agenda for the March 1, 2023, Subcommittee Meeting is as Follows:

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



Wheaton Park District

Subcommittee Meeting of the Wheaton Park District Board of Commissioners

March 1, 2023, 5:00 pm

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

DISCUSSION ITEMS

Finance and Administration

1. **Government Relations Services** – Review of Agreement with Government Navigation Group / Leinenweber Baroni Consulting for Legislative and Administrative Advocacy
2. **Financial Software Upgrades** – Review of Proposal and Professional Services Agreements from Springbook and Affiliates for Cloud Migration
3. **Recreation and Athletic Department Contractual Program Services** – Review of 2023 Athletic and Recreation Program Services Independent Contractor Agreements Resulting in Expenditures over \$19,999

Buildings and Grounds

1. **Resolution 2023-0X** – Review of the Terms of an Intergovernmental Agreement Between the County of DuPage and the Wheaton Park District for the DuPage County Historical Museum Repair Project
2. **Kelly Park Asphalt Replacement Project** – Review of Bid Results and Recommendation
3. **Community Center / Rice Pool Filter Room Roof and Wall Repair Project** – Review of Bid Results and Recommendation
4. **Capital Project Grant Applications** – Review of Target Projects for Potential Grant Funding
5. **Briar Patch Park Grant Funded Improvements** – Review of Recommended Revisions to Park Improvement Plan
6. **Pickleball Courts Construction Project** – Review of Potential Locations for New Pickleball Courts
7. **Parks Department Vehicle and Equipment Purchases** – Review of Purchase Plan and Quotes

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8. **Seven Gables Park Tennis Courts Resurfacing Project** – Review of Bid Results and Recommendation
9. **Rice Pool Water Slide Resurfacing Project** – Review of Quotes
10. **Memorial Park Bandshell** – Review of License Agreement with the City of Wheaton for Access and Use by the Wheaton Municipal Band
11. **Memorial Park Bandshell** – Review of 2022 Events and Entertainment Report
12. **2023 Planning and Capital Projects** – Review of Schedule for Planning, Bidding, Board Review and Construction

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)

ADJOURN

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

To: Wheaton Park District, Board of Directors
From: Government Navigation Group; Leinenweber Baroni Consulting
Re: Legislative and Administrative Advocacy
Date: February 20, 2023

GNG and LBD have represented the Wheaton Park District (District) for the past decade and a half. We have successfully advocated for millions of state dollars for the District during that representation, including over a million dollars in the last two years. **In 2021, the District was issued a grant for \$750,000 under the IDNR's Museum Grant Program** to improve the structural stability of the 130 year old DuPage County Historical Museum.

In 2022, under IDNR OSLAD grant program, IDNR released \$317,500 to the District for Briar Patch Park Improvements. Also, in 2022, the state budget contained a reappropriation of capital dollars for the District totaling \$697,900 as well as **a new capital grant for improvements totaling \$100,000** for a total of \$797,900.

In 2023, we again are actively seeking the release of capital dollars allocated to the District as well as the release of more state grant monies for various state agencies. We have and continue to work in lock step with District staff, led by Mike Benard, to identify and pursue grant opportunities available to the District. GNG and LBD help the District navigate the opportunities and minefields throughout government. We have used our bi-partisan approach to advocate for the District in all aspects of government relations.

One clear illustration of our efficacy in 2020 relates to an inter-agency dispute around capitol project funding. One administrative agency believed that another administrative agency had failed to comply with grant program protocols as they related to the District. This erroneous view led to a standoff between agencies and a direct threat to the funding of our project. We were able to address the problem through a mix of legislative and administrative outreach. The problem was resolved, and the project funding was preserved without limit or erroneous bureaucratic overreach.

Because the 2019 capitol program is a five-year process, the need for advocacy remains throughout the program. Capitol dollars do not get pushed out at one time and there is a need to maintain vigilance on the appropriate rollout of funding as it becomes available. We are fully engaged in that process and will continue to ensure that capitol dollars flow to the District pursuant to the capitol bill allocation for the life of the program. GNG and LBD are constantly looking for grants, capital funding, and other opportunities to bring money back to the District – in addition to and independent of the 2019 capitol program – like the additional \$100,000 capital grant the District obtained in 2022. Over the years, the amount of funding we have helped bring back to the District has been many, many multiples over what we have been paid. The District is an outstanding organization that is well run, with a great reputation. Our historic collaborative success is driven by the District's strong leadership and innovative staff.

Pursuant to the above, we will continue our strong relationships with legislators who represent the WPD and the Administrative agencies that oversee funding:

Legislators:

1. Senator Laura Ellman, 21st Legislative District
2. Representative Amy Grant, 47th Representative District
3. Representative Terra Costa Howard, 42nd Representative District
4. Senator Seth Lewis, 24th Legislative District

Administrative Agencies:

1. The Governor's Office
2. Department of Natural Resources
3. Department of Commerce and Economic Opportunity

As you know, many of these grants were sponsored by specific legislators. If we are going to continue to be successful, it is imperative that we continue working on our relationships with your elected officials, regularly.

We appreciate the opportunity to represent such an outstanding organization and hope to help you fulfill your mission for years to come.

GOVERNMENT RELATIONS SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 15th day of March, 2023 by and between Government Navigation Group, Inc. ("GNG") with offices at 227. W. Monroe, #2100 Chicago, Illinois 60606 and Wheaton Park District ("Park District") with its principal office at 102 E. Wesley Street, Wheaton, Illinois, 60187 For purposes of this Agreement, GNG and Park District may also be referred to individually as a "Party" or together as the "Parties."

RECITALS

WHEREAS, Park District wishes to retain GNG to assist Park District in securing government funds in support of Park District's government purposes and to perform certain other government relations services to promote the business, services, reputation and interests of Park District as may be requested by Park District (collectively, the "Services"), on and subject to the terms and conditions of this Agreement; and

WHEREAS, GNG has represented to Park District that it is qualified and capable to perform and is willing perform the Services for Park District in the State of Illinois;

NOW, THEREFORE, in consideration of the payments to be made to GNG as provided herein, and in consideration of the mutual agreements and covenants contained herein, Park District and GNG agree as follows:

1. Incorporation of Recitals and Term.

The Recitals are hereby incorporated in and made a part of the agreement of the Parties.

The term of this Agreement shall commence on January 1, 2023 and unless sooner terminated in accordance with the provisions of this Agreement, shall remain in effect through December 31, 2022 (the "Term").

Expiration or early termination of the Term shall not terminate any obligations of the Parties that accrued prior to termination and continue after termination, including but not limited to, those obligations set forth in Sections 5, 6, and 7, and shall in no way be deemed to be construed as a restriction, limitation or waiver of either Party's rights to pursue any additional available remedy at law or equity.

2. Services

Park District hereby retains GNG and GNG hereby undertakes to exercise its best efforts to perform the Services.

The Services will be provided directly by GNG, or where appropriate, by individuals or entities retained by GNG that GNG knows to be qualified and competent to perform the Services which GNG assigns to them and which or who GNG believes will help to accomplish the Services (collectively, the "GNG subcontractors"). As between the Park District and GNG, GNG will be solely responsible for the actions of the GNG subcontractors and Park District shall not be responsible for any fees owed to outside individuals or entities, including GNG subcontractors, unless responsibility for payment of such amounts is pre-approved by Park District in writing. Furthermore, GNG represents that any individual or entity retained by GNG will be bound to the same obligations of GNG under this Agreement, including but not limited to the obligation of confidentiality.

GNG will identify any special restrictions, limitations or terms associated with each source of funds which it advises Park District may be available for its use in support of its government functions.

All substantive written communications to funding sources on behalf of Park District will be submitted to Park District's Executive Director for review and approval prior to submission to the appropriate governmental body or agency.

Services shall at all times be coordinated with the Park District's Executive Director in such a fashion that he is aware of intended activities to be undertaken by GNG prior to their being performed, in the event, for whatever reason, he determines that such planned activity is not in the best interests of Park District.

Park District's Executive Director shall inform GNG promptly of any changes in previously communicated Services goals and objectives of Park District which might require modification of Services or their performance.

GNG understands and acknowledges that Park District lacks the specialized expertise to perform the Services on its own behalf and that it is relying on the expertise of GNG to properly perform the Services in the best interests of Park District. Accordingly, GNG shall inform Park District immediately if GNG believes any request or direction given by Park District in connection with the Services is contrary to laws, rules or regulations to which GNG or the Services are subject or which in GNG's opinion are otherwise not in the Park District's best interests.

3. Compensation and Expenses

For and in consideration of GNG's performance of Services in accordance with the terms and conditions of this Agreement, Park District shall pay GNG a retainer at the rate of \$4,000 per month for the period beginning January 1, 2022 and ending December 31, 2022.

If GNG determines that there is a need to incur additional costs and expenses in the performances of Services hereunder, then in that event, Park District shall reimburse GNG for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by the Executive Director of Park District prior to the time such additional costs or expenses are incurred. GNG will provide a detailed accounting of all such additional costs and expenses.

4. Payment Terms/Late Payment

Payment to GNG in accordance with the above payment schedule shall be paid by Park District in accordance with the Illinois Local Government Prompt Payment Act. All billing statements will include a reasonably detailed description of the Services to which the bill relates and the name(s) and position(s) of the persons performing the Services, as well as a reasonably detailed description of the expenses incurred and copies of third party invoices and receipts, as applicable, pertaining to such expenses.

5. Compliance with State and Federal Laws

In rendering Services on behalf of Park District, GNG shall comply fully with all federal, state, and local laws, rules and regulations applicable to the Services and the performance thereof and agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions, and requests of any federal, state, or local governmental or judicial body, agency, or official (collectively "legal requirements") pertaining or related to this Agreement or the performance of the Services. GNG possesses and shall maintain during the term of this Agreement, all registrations and licenses required for the performance of the Services and shall notify Park District immediately in the event any claim is made, proceeding brought or action taken against GNG alleging non-compliance with any legal requirements. Park District in its sole discretion may suspend or terminate this Agreement immediately upon written notice to GNG in the event Park District receives information from any credible source that GNG may not be in compliance with legal requirements. Park District shall also comply fully with all legal requirements associated with its performance of its obligations under this Agreement.

6. Indemnification

GNG will assume full responsibility for and shall indemnify and hold harmless Park District and its elected and appointed officials, officers, employees, and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of GNG or on the part of any of the GNG subcontractors or any breach by GNG or any of the GNG subcontractors of any of its obligations under, or of the terms and provisions of, this Agreement.

To the extent permitted by Law, Park District will assume full responsibility for and shall indemnify and hold harmless GNG and its subsidiaries and their directors, officers, GNG subcontractors, employees and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from Park District's sole gross negligence or willful and wanton misconduct, or any breach by Park District of any of its obligations under, or any of the terms and provisions of this Agreement.

7. Confidentiality

In rendering Services pursuant to this Agreement, GNG, the GNG subcontractors and its and their associates and employees may acquire or be exposed to confidential information or trade secrets concerning the business and operations of Park District or its affiliates. GNG agrees to treat and maintain all such information and data as Park District confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to in advance and in writing by Park District. The confidentiality obligations hereunder shall not extend to: (i) Confidential information already in the possession of GNG without any obligation of confidentiality; (ii) Confidential information already in the public domain; or (iii) Confidential information independently received by GNG without any obligations of confidentiality. The obligations of GNG contained in this Paragraph shall ensure that any employees, agents, or subcontractors of GNG who have access or exposure to the aforesaid information shall be bound by these obligations of confidentiality.

8. Independent Contractor.

Park District is not an employer or joint venturer of GNG. In all matters relating to this Agreement, GNG shall be acting as an independent contractor. Park District shall not withhold from the compensation paid to GNG any taxes or other items due to be paid by GNG. At the end of the calendar year, Park District shall file the necessary Information Returns (U.S. IRS form 1099) with respect to the compensation paid to GNG.

9. Termination

In addition to its right to terminate early under any other provision of this Agreement, either Party may terminate this Agreement at any time upon at least thirty (30) days prior written notice to the other Party, provided that if GNG has commenced but not completed certain Services for which it has received payment, GNG shall not terminate this Agreement prior to the completion of such Services without Park District's written consent. Either Party may terminate this Agreement immediately upon written notice to the other Party the event of a breach by the other Party of any of its obligations under this Agreement.

Upon the expiration of this Agreement or upon the effective date of early termination of this Agreement, all obligations of the Parties under this Agreement shall cease, with the exception that (i) Park District shall remain liable to GNG for payment of all retainer amounts that were or would become due and owing to GNG for Services properly rendered in accordance with this Agreement through the month the termination is effective, and (ii) GNG shall remain responsible to Park District for the provision of such Services for which it has received payment in accordance with this Agreement, and also with the exception of such other obligations which by the specific terms of this Agreement continue after termination of the Agreement, including those set forth in paragraphs 6, 7 and 8.

10. Non-Assignment

This Agreement shall be personal to the Parties and no Party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder, and any such transfer, assignment, or delegation shall be void and of no effect. This Paragraph shall not apply to GNG's use of sub-contractors noted above.

11. Entire Agreement; Amendments, Etc.

This Agreement, including the Recitals, contains the entire agreement and understanding of the Parties, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. No modification or waiver of this Agreement shall be effective unless the modification or waiver shall be in writing, signed by both Parties to the Agreement. Any waiver shall be effective only in the specific instance and/or the specific purpose for which given.

12. No Waiver

No failure or delay on the part of either GNG or Park District in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy. The exercise of any such right or remedy shall not preclude any other exercise of any right or remedy under this Agreement. Nothing contained in this Agreement shall act as a waiver by the Park District of its rights, defenses and immunities provided at law or in

equity including but not limited to those contained in the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

13. Compliance and Headings

The headings in this Agreement are for convenience and reference only.

14. Limitation on Damages

Neither Party shall be liable to the other for any punitive, special or exemplary damages.

15. Governing Law

The Parties agree that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois.

16. Counterparts

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument.

17. Notice

All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District: Wheaton Park District
 102 E. Wesley Street
 Wheaton, IL 60187
 Attn: Michael J. Benard, Executive Director
 Email: mbenard@wheatonparks.org

If to GNG: Government Navigation Group, Inc.
 227. W. Monroe, #2100
 Chicago, Illinois 60606
 Attn: Paul Rosenfeld
 Email: Paul@govnavigationgroup.com

18. Conflict of Interest

GNG represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of GNG or this Agreement; (2) as

of the date of this Agreement neither GNG nor any person employed or associated with GNG has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither GNG nor any person employed by or associated with GNG shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

19. No Collusion

GNG represents and certifies that (1) GNG is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless GNG is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by GNG without collusion with any other person, firm, or corporation. If at any time it shall be found that GNG during this Agreement, colluded with any other person, firm, or corporation, then GNG shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

20. Sexual Harassment Policy/Non-Discrimination

GNG certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4). In all hiring or employment by GNG pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. GNG agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

IN WITNESS THEREOF, the Parties have duly executed this Agreement as of the date first above written.

Government Navigation Group, Inc.

Wheaton Park District

By:_____

By:_____

As its:_____

As Its:_____

**Wheaton Park District
Grant Award History
Updated 2/23**

Year	Grant	Source	Amount	GovNav
1979	Lincoln Marsh - 8.4 acres	LWCF	\$63,000.00	no
1981	Lincoln Marsh Natural Area - 17-00835 - 12 acres	LWCF	\$45,000.00	no
1987	Lincoln Marsh Natural Area - OS 87-266		See below	no
1987	Lincoln Marsh Natural Area - OS 87-242		See below	no
1988	Lincoln Marsh Natural Area - OS 88-273 - 95 acres		\$798,000.00	no
1998	OS 99-952 - 3.5 acres		\$215,500.00	no
1998	TEA-21 - verify date	Federal	\$1,881,000	no
2000	Winfield Creek Greenway Expansion - OS 00-1046 - 2.5 acres		\$298,300.00	no
2000	UPRR - verify date	Private	\$20,700	no
2000	Metra - verify date	Private	\$20,700	no
2001	BriarPatch Park Preservation - OS 01-1125		\$750,000	no
2003	IDNR Bikeways Grant - verify date	State	\$200,000	no
2005	Illinois Commerce Commission (allocated 11/05)	State	\$240,000	no
2005	Illinois Commerce Commission (allocated 11/05)	State	\$490,000	no
2005	CMAQ (allocated 12/05)	Federal	\$430,649	no
2007	CMAQ (allocated 4/07)	Federal	\$75,000	no
2008	Triangle Park Playground - 08203055	DCEO	\$30,000	no
2008	Seven Gables Demolition - 08203335	DCEO	\$40,000	no
2008	Northside Engineering - 08203320	DCEO	\$50,000	no
2009	OSLAD - Northside OS09-1700	IDNR	\$400,000	yes
2009	Northside Park Water Quality Grant	DuPage County	\$129,038	no
2010	Community Center Solar PV 5190	ICECF	\$420,500	yes
2010	OSLAD - Kelly OS10-1747	IDNR	\$377,200	yes
2010	Northside Park Stormwater Improvements	City of Wheaton	\$1,000,000	no
2010	Cosley Bobcat Museum Grant	IDNR	\$300,000	yes
2011	Snow Storm Reimbursement	FEMA	\$11,446	no
2011	Central Park Acquisition	PARC	\$2,441,300	yes
2012	Cosley Parking Lot	DCEO	\$50,000	yes
2012	Danada Storage Building	DCEO	\$10,000	yes
2012	Arrowhead Infrastructure Improvements	DCEO	\$175,000	yes
2012	Lincoln Avenue Native Landscaping	DCEO	\$50,000	yes
2012	Northside Park Infrastructure Improvements	DCEO	\$75,000	yes
2012	Sunnyside Park Renovation	DCEO	\$40,000	yes
2012	Lincoln Marsh Boardwalk RTP Grant	IDNR	\$200,000	yes
2013	Gateway Garden Development	DCEO	\$150,000	yes
2013	Flood Reimbursement	FEMA	\$9,424	no
2013	Cosley Parking Lot Water Quality Grant	DuPage County	\$72,252	no
2013	Wesley Leuhring (sensory)		\$150,000	no
2013	Power Play Grant (ppfc)		\$2,000	no
2013	Rotary Club of Wheaton (sensory)		\$25,000	no
2013	175th Programming	DPCF	\$5,000	no
2014	Elliot Lake Water Quality Grant	DuPage County	\$100,369	no
2014	DuPage Historical Museum Grant	IDNR	\$600,300	yes
2014	Kiwanis club of Wheaton (sensory)		\$25,000	no
2014	Rotary Club of Lisle (sensory)		\$10,000	no
2014	Rotary Club of Central DuPage AM (sensory)		\$25,000	no
2014	Illinois Recycling Grants Program (Cosley)		\$9,900	no
2014	Illinois Youth Recreation Corps Grant (Teen visitor engagement guides)	IDNR	\$5,472	no
2016	Rathje Water Quality Grant	DuPage County	\$68,357	no
2016	Openlands Lincoln Marsh Natureplay	Openlands/ComEd	\$10,000	no
2019	Zamboni Storage Building - 19-203014	DCEO	\$40,000	yes
2019	OSLAD - Memorial OS19-2062	IDNR	\$400,000	yes
2019	Memorial Water Quality Grant - SM-P-0135-19	DuPage County	\$65,100	no
2021	Museum Grant	IDNR	\$750,000	yes
2021	OSLAD - Briarpatch Park Improvements OS 22-2240	IDNR	\$317,500	yes
2022	LWCF - Lincoln Marsh Acquisition	IDNR	Pending	yes
2022	Tourism Attractions & Festivals Grant	DCEO	Pending	yes
2022	OSLAD - Danada South Playground and Site Improvements	IDNR	Pending	yes
		Total	\$8,640,158	
	Government Navigator Assistance		\$6,796,800	
	Other		\$1,843,358	
		Total	\$8,640,158	



TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: Financial System Upgrade – Springbrook Cloud Financial Suite

DATE: March 15, 2023

SUMMARY: For well over a decade the District has used Springbrook for its accounting software. Springbrook specializes in finance and administrative solutions for local governments and is used by numerous local agencies. While Springbrook offers many features, the District specifically relies on the software to perform critical functions such as General Ledger management, Budgeting, Reporting, and Accounts Payable. In 2014, the District upgraded the premise-based software from v7.06 to v7.16 at a cost of \$1,275. Additionally, Electronic Work Flows for Purchase Orders was added in 2016 for an added cost of \$7,697.

We are now entering that critical period in which the current premise version of the software is becoming limited in functionality. The cloud version of Springbrook will allow staff to access the software from anywhere there is an internet connection. Staff will be able to access the application from a mobile device, tablet, or browser allowing for efficient user functionality and improved work-flows processing.

The cloud solution of Springbrook will provide the District with enhanced security and back up of our financial data. Additionally, updates and enhancements are automatic thus ensuring that we are update to date and protected against potential cyber security threats.

PREVIOUS COMMITTEE/BOARD ACTION: The Board approved the initial contract with Springbrook for premise-based software in 2007 with implementation beginning FY2008.

REVENUE OR FUNDING IMPLICATIONS: The table below depicts the expenses incurred by the District since the original implementation to date.

	exp_fisc_year														
Vendor Last Name	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Accela Inc.									\$6,789	\$14,326	\$8,374	\$8,875			
SBRK Finance Holding, Inc.	\$38,337	\$10,408	\$7,478	\$1,219	\$3,785	\$5,865	\$8,128	\$5,466					\$9,232	\$9,694	\$10,178
	\$38,337	\$10,408	\$7,478	\$1,219	\$3,785	\$5,865	\$8,128	\$6,466	\$6,789	\$14,326	\$8,374	\$8,875	\$9,232	\$9,694	\$10,178

Accela aquired Springbrook in 2015 and subsequently sold it to Accel-KKR's portfolio in 2020.

\$41,470.00 has been budgeted in the current fiscal for the upgrade including IT project labor.

The total cost for the cloud upgrade is \$36,470.00. This includes a one time implementation fee of \$15,750.00 and annual product pricing of \$20,720.00. A credit memo will be issued for the current year's annual maintenance fee of \$10,687.21 upon signing the migration proposal.

STAKEHOLDER PROCESS: N/A

LEGAL REVIEW: Reviewed by Tressler LLP. – [In process]

ATTACHMENTS: Professional Services Agreement, Master Services Agreement, Proposal/Cloud Migration Statement of Work and an email from Springbrook highlighting the benefits of cloud-based services.

ALTERNATIVES: N/A

RECOMMENDATION: It is recommended that the Wheaton Park District Board of Directors approve the upgrade to Springbrook cloud version for the following reasons:

- Increased user functionality and efficiency for improved work-flows.
- Automatic updates and enhancements.
- Increased security and cloud back up of financial data.
- Enhanced Reporting & Analytic tools.

Order Form: Q-04277-1
Date: 8/11/2022, 8:53 AM
Expires On: 6/30/2023

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
Sandra Simpson
Wheaton Park District, IL
102 E. Wesley St.
Wheaton, Illinois 60187
ssimpson@wheatonparks.org

Bill To:
Randy Tucker
Wheaton Park District, IL
102 E. Wesley St.
Wheaton, Illinois 60187
rtucker@wheatonparks.org

Account Manager	E-mail	Phone Number	Payment Terms
Tom Hamm	tom.hamm@sprbrk.com	(503) 436-5131	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Project Management Subscription	USD 4,500.00	1	33.333	USD 3,000.00
Purchase Orders Subscription	USD 4,250.00	1	5.882	USD 4,000.00
Finance Suite Subscription	USD 12,900.00	1	12.248	USD 11,320.00
Cloud Database Backup Subscription	USD 2,400.00	1	0.000	USD 2,400.00
Annual Product Pricing Total:				USD 20,720.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services	Fixed Fee Professional Services	USD 15,750.00	1	0.000	USD 15,750.00
Fixed Fee Professional Services Total:					USD 15,750.00

Grand Total: USD 36,470.00

* excludes applicable sales tax

Order Details

Customer Name: Wheaton Park District, IL

Customer Contact: Sandra Simpson

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

* Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.

Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Wheaton Park District, IL

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____

Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

1. **Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project.*
2. **Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.*
3. **Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software.*
4. **Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
5. **Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources.*

*If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.

SPRINGBROOK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“PSA” or “Agreement”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation and affiliates with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205, and Springbrook Affiliates (“Springbrook”) and the entity identified in the Order Form (“Customer”), together referred to as “Parties” and individually as “Party.”

Purchase or use of the Software (defined below) is subject to this PSA. This agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook agrees to provide to Customer.

1. SCOPE OF SERVICES

- 1.1. Subject to this PSA, Springbrook will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively “Professional Services”) as set forth in the applicable order form executed by Springbrook and Customer (each an “Order”). Any such Order must reference this PSA or the master agreement to which this PSA is incorporated. For purposes of this PSA, “Software” means the Springbrook software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Springbrook or its authorized resale partner.
- 1.2. Each Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a “Deliverable”); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Orders will be deemed part of and subject to this PSA.
- 1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of Customer’s purchase or Springbrook’s performance of such Professional Service; and/or (ii) performed by Springbrook, its affiliates, partners or subcontractors acting within or outside of the United States.

2. ACCEPTANCE.

- 2.1 Acceptance and Nonconformance. Customer is responsible for reviewing and testing all Deliverables in accordance with each Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for a Deliverable within the mutually agreed timeframes established in the project plan or schedule. Customer will provide Springbrook with written timely notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Springbrook in writing within twenty (20) business days after Springbrook’s submission of the Deliverable, specifying the deficiencies in detail. If Customer does not so notify Springbrook within twenty (20) days, the Professional Services will be deemed accepted. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. If a Deliverable fails to meet the acceptance criteria after its resubmission to Customer, Customer may terminate immediately upon written notice.

3. **CHANGE MANAGEMENT PROCESS.** If Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Order, the party seeking the change will propose the applicable changes by written notice.

- 3.1. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "**Change Order**").
- 3.2. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.
- 3.3. In the event Customer requires significant changes (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines is (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration, Springbrook may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable Order and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A "**Supported Configuration**" means a configuration of the Software that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

4. **OWNERSHIP RIGHTS AND LICENSES**

- 4.1. License for Deliverables. Subject to this PSA and upon payment of fees due under an applicable Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Springbrook to develop the Deliverables.
- 4.2. Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.
- 4.3. Deliverables are Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.
- 4.4. Processes & Know-How. Springbrook will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Springbrook in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute workproduct or work-for-hire inuring to the benefit of Customer.

- 4.5. In the event any language conflicting with this Section 4 is added to any Order or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

5. COOPERATION

- 5.1. Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each Order Form; (ii) timely delivering any materials and other obligations required under each Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager for each a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.
- 5.2. Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Although Springbrook will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates. If Customer cancels the Services or postpones or reschedules the Services with less than seven (7) days' notice to Springbrook, Springbrook may accelerate Customer's unpaid fee obligations under this PSA (including any Order) so that all such obligations become immediately due and payable.

6. PAYMENT TERMS.

- 6.1. Invoicing and Payment. Customer will pay Springbrook fees calculated in accordance with the terms set forth in the applicable Order Form. Springbrook will invoice Customer for the Professional Services fees as designated in the applicable Order. Professional Services fees are due upon invoice and payable within thirty (30) days of the invoice date.
- 6.2. Billing Info & Overdue Charges. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 6.3. Overdue Payments. If any amount owing by Customer under this PSA for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this PSA (including any Order) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.
- 6.4. Suspension of Professional Services. If any amount owing by Customer under this or any other

agreement for Springbrook's Professional Services is thirty (30) days or more overdue, Springbrook may, without imitating its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

- 6.5. Taxes. Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

7. WARRANTY & DISCLAIMERS.

- 7.1. Warranty. Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Customer's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. DISCLAIMER.

Section 7 sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. TERM AND TERMINATION.

- 9.1. Term. This PSA commences on the date of last signature ("Effective Date") and will remain in effect until terminated in accordance with this section. Each Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable Order.
- 9.2. Once signed by both parties, an Order will be non-cancellable, except as otherwise explicitly stated in such Order.
- 9.3. Termination. This PSA will terminate automatically when any agreement to which this PSA is incorporated and/or all Orders referencing this PSA are terminated or expired. Either party may terminate this PSA for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 9.4. Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Deliverables provided prior to such termination. Upon any termination of this PSA, Customer will have no rights to continue receipt of any on-going or additional Professional

Services, whether or not such Professional Services are completed prior to such termination.

10. CONFIDENTIALITY.

- 10.1. Definition. As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this PSA or an Order that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Springbrook regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.
- 10.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.
- 10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.
- 10.4. Customer's Confidential Information. Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for Springbrook development, internal training and other reasonable business purposes not specific to Customer or its End Users.

11. Indemnification

- 11.1. Mutual Indemnification. Each Party (an "Indemnifying Party") will defend (or settle), indemnify and hold harmless any action, demand, suit or proceeding ("Claim") made or brought against the other party ("the Indemnified Party") by a third party arising out of (A) death, personal injury or damage to tangible property to the extent caused by the Indemnifying Party, and will indemnify the Indemnified Party for any damages, attorneys fees and costs finally awarded against it as a result of, or for amounts paid by Indemnified Party under a settlement approved in writing by the Indemnifying Party of, any such Claim, all of the foregoing to the extent caused by the Indemnifying Party or its personnel and (B) any alleged infringement of any third-party

intellectual property rights by the Professional Services as provided by the Indemnifying Party, or Indemnified Party's use thereof when used as authorized under this Agreement, provided, however, that the Indemnifying Party will not be responsible for alleged infringement that is due to the combination of the Professional Services with goods or services provided by third parties, provided that the Indemnified Party: (i) promptly provides the Indemnifying Party notice of the Claim; (ii) gives the Indemnifying Party control of the defense and settlement of the Claim; and (iii) gives the Indemnifying Party all reasonable assistance. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnified Party's breach of this Agreement, Order Forms or gross negligent acts or willful misconduct of the Indemnified Party.

- 11.2. Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

12. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY ORDER, IN NO EVENT WILL SPRINGBROOK'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE ORDER.

- 12.1. Exclusion of Damages. NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY, CHANGE ORDER OR ORDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT SPRINGBROOK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

13. GENERAL

- 13.1. Notice. Except as otherwise specified in this PSA, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1). Customer's email address for communication and notice purposes relating to this PSA will be set forth on the applicable Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the above e-mail address.
- 13.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Professional Services or this PSA will be the

state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

- 13.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this PSA including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.
- 13.4. Relationship of Parties. Springbrook's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the parties. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.
- 13.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this PSA will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 13.6. Severability. If any provision of this PSA is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this PSA will remain in effect.
- 13.7. Assignment. Customer may not assign or transfer this PSA or any Order hereunder, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this PSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.8. Publicity. Subject to the provisions of Section 10, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the period of Customer's use of the Software, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Professional Services and Software to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.
- 13.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this PSA to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.
- 13.10. Dispute Resolution. This Agreement is governed by the laws of the State of Oregon. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Multnomah County, Oregon. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs

of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

- 13.11. Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Springbrook of Professional Services for Customer and the possible strategies which may be used by Springbrook to implement the Software to achieve the requirements identified by Customer. This PSA constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this PSA is incorporated, any Customer Order or other order documentation, or any CO will be incorporated into or form any part of this PSA unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this PSA be deemed to modify, alter or expand this PSA, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties.

SPRINGBROOK MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE

This Springbrook Master Services Agreement (this “**Agreement**”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation and affiliates with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205, (“**Springbrook**”) and Customer identified on the Order (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

- 1.1 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.
- 1.2 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.
- 1.3 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.
- 1.4 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.5 “**Online Payments Schedule**” means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.
- 1.6 “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Software.
- 1.7 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.
- 1.8 “**Order Form**” means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).
- 1.9 “**Order Term(s)**” means the Term(s) specified on the Order Form.
- 1.10 “**Services**” means the Software and services identified in a corresponding Order Form that are provided by Springbrook.
- 1.11 “**Software**” means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.
- 1.12 “**Specifications**” means the online specifications for the Subscription Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).
- 1.13 “**Subscription Period(s)**” means the duration of Customers and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

- 1.14 **"Subscription Service(s)"** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces ("APIs") developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Subscription Service(s)" will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.
- 1.15 **"Supported Modification"** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.
- 1.16 **"Third Party Services"** means products, services, technology and methods other than Springbrook proprietary Software and Services.

2. USAGE AND ACCESS RIGHTS

- 2.1. Right to Access. Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates' internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer's payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.
- 2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:
- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
 - 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
 - 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;
 - 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
 - 2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
 - 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
 - 2.2.7. create derivative works based on the Subscription Service;
 - 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business

- purposes in accordance with Springbrook's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;
- 2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).
- 2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).
- 2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://sprbrk.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("AOC") which shall be available upon request to Customer once per year.
- 2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

3. PAYMENT TERMS.

- 3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service and is payable net thirty (30) days of the invoice date. Subscription Service fees will be due thirty (30) days in advance of the first day of each Subscription period to which the payment relates. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon

execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

- 3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.
- 3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.
- 3.5. Taxes. Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

4. CONFIDENTIALITY

- 4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that
 - (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
 - (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.
- 4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party

if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

- 5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.
- 5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook PrivacyPolicy.
- 5.3. Third Party Services. Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.
- 5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

- 6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.
- 6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.
- 6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.
- 6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

7. MUTUAL INDEMNIFICATION

- 7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible under Section 8) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.
- 7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent.

THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

- 7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.
- 7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. **LIMITATIONS OF LIABILITY**. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE

SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

Exclusion of Damages. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDemnIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

- 8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

- 9.1. Security. Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service
- 9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.
- 9.3. Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. SUBSCRIPTION PERIOD AND TERMINATION

- 10.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to prorating where Springbrook deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Order Term.
- 10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.
- 10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.
- 10.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 10.3 (Effect of Termination), 10.4 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement.

11. GENERAL

- 11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 11.1).
- 11.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

- 11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.
- 11.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.
- 11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 11.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.
- 11.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.
- 11.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

EXHIBIT A
AVAILABILITY AND SECURITY

Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 - 1. Customer's use of any programs not supplied by Springbrook;
 - 2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 - 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 - 4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
 - 5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

Customer Account Login:

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

Exhibit C
ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK SOFTWARE

1. Definitions

“Citizen” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“Online Payments” means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“Payment Application(s)” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. Online Payments

2.1 During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.

2.2 To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.

2.3 The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

3. Additional Customer Responsibilities

3.1 Springbrook’s provision of Online Payments is conditioned on Customer’s acknowledgement of and agreement of the following:

- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
- (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.
- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be

affected by Customer's use of Online Payments; and

- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability

- 4.1 Springbrook Payments Warranty.** The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.
- 4.2 Disclaimer.** Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.
- 4.3 Limitation of Liability.** Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

5. Third Party Claims

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.

TO: Board of Commissioners

FROM: Dan Novak, Director of Athletics
Adam Lewandowski, Superintendent of Athletic Programs & Facilities
Vicki Beyer, Director of Recreation
Jamie Martinson, Superintendent of Recreation Programs

THROUGH: Michael Benard, Executive Director

RE: Athletic and Recreation Vendor List Over \$19,999.99

DATE: March 1, 2023

SUMMARY:

The Recreation and Athletic Department retain independent contractors to provide specialized services such as program instruction, athletic training, officiating, and facility space. These vendors are expected to be paid more than \$19,999.99 through March 2024.

Discussion of the Issue

The following independent contractors were paid more than \$19,999.99 in 2022 or are expected to be paid more than that threshold in 2023.

Vendors likely to be over \$19,999.99	Vendor Number	Service Provided	2021	2022
EVP Academies LLC	05220	Volleyball Programs	\$18,031	\$18,959
Center Ice of DuPage	06371	Ice Skating Lessons	\$8,359	\$12,482
Bill George Youth Football League (BGYFL)	00120	Tackle Football League Fees and Dues	\$9,900	\$18,490
IWSL	00481	Illinois Soccer League	\$7,915	\$19,994
Illinois Shotokan Karate	00449	Karate Programs	\$13,369	\$14,849
Mabini Systems	05674	Wings Soccer referees	\$1,464	\$0
RJ Sisson Inc.	05264	Parent/Child Music Programs	\$14,087	\$17,359
Youth Tech Inc.	06002	Computer Program Design Instructional Programs	\$11,666	\$10,863
BoosterShot LLC	04265	Cheerleading & Football Fundraiser	\$15,744	\$18,913
Chicago Classic Coach	05068	Transportation MLC Trips	\$10,031	\$13,747
All in Athletics	06976	Basketball Instruction	\$8,010.07	\$7,615
Arin Enge	06689	Tennis Instruction	\$17,414	\$14,015
Nathan Atkinson	07105	United Soccer	New in 2022	\$14,000
Justin Sheppard	07135	United Soccer	New in 2022	\$7,500
Janet Cleary Allman	07085	United Soccer	New in 2022	\$12,728
Sola Abolaji	07104	United Soccer	New in 2022	\$13,438

Vendors over \$30,000 State Bidding Law	Vendor Number	Service Provided	2021	2022
Hot Shot Sports	06851	Youth Athletic Programs	\$36,593	\$49,384
Soccer Shots (Carly's Kickers LLC)	05083	Youth Soccer Programs	\$45,633	\$54,687
Chicagoland Whistles, Inc.	00643	Referees/Officials (Basketball)	\$10,894	\$26,968
Naperville Yard	05756	Facility Rental (Wings)	\$22,830	\$36,425
TJ Official Finders	04857	Referees/Officials (Football, Baseball/Softball, Soccer & Basketball)	\$73,601	\$67,002
Redlok Productions Inc.	09534	Cheer Competition and State Fees	\$43,040	\$46,716
Tumbling Times	06555	Tumbling Programs	\$30,619	\$41,887
YSSL	06201	Young Sportsman Soccer League/Wings Boys	\$18,545	\$17,700
Lacrosse Illinois NFP	06914	Lacrosse Instruction	\$14,958	\$44,603
Chicagoland Indoor Soccer	06257	Indoor Soccer League	\$7,485	\$53,985
Rudy Keller	07067	United Soccer	New in 2022	\$67,707
Chris Whaley	07131	United Soccer	New in 2022	\$24,375

PREVIOUS COMMITTEE/BOARD ACTION:

Athletic and Recreation Department specialized service vendors over \$9,999.99 was last approved by the Wheaton Park District Board of Commissioners in March of 2022. Wheaton Park District Finance Policies were last reviewed and approved by the Board of Commissioners on May 18, 2022.

REVENUE OR FUNDING IMPLICATIONS

Program fees and charges cover the cost of the services. In addition, the gross profit margin on most recreation/athletic program is a minimum of 34%.

RECOMMENDATION:

No action required by the Board of Commissioners. This is a housekeeping item.

BIDDING POLICY

- A. Purchase of goods or services estimated to exceed in value the legal limit set by Illinois statues shall follow these bidding procedures:
 1. The Wheaton Park District shall award contracts for supplies, materials, and labor more than the legal limit to the lowest responsible bidder after proper advertisement and receipt of sealed bids. Exclusions include professional services, computer hardware and software and utility services including telecommunications and interconnect equipment, software, and services. Contracts for professional services exempted include those for services where the individuals possess a high degree of professional skill where the ability or fitness of the individual plays an important part. All these independent contractors are required to have a significant level of training and expertise in their specific area of service, whether it's sports aptitude or ability, coaching experience, licensing, certifications, or other requirements. In

other words, the individual abilities and experience of the independent contractor are of the utmost concern in the contracting process.

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Michelle Podkova, Museum Manager and Educator

THROUGH: Michael Benard, Executive Director

RE: 2021 Museum Grant – DuPage County Agreement

DATE: March 1, 2023



SUMMARY:

Last year we received notice that we were awarded \$750,000 through the Illinois Department of Natural Resources 2021 Museum Grant program. This is the program that previously funded the roof replacement at the DuPage County Historical Museum.

Our initial intent was to apply for tuckpointing and window replacement. After working with DuPage County staff and the restoration architect it was determined that structural reinforcement in the attic and rebuilding the gutter system was more critical to preventing deterioration of the structure.

The architect has been working on the engineering to stabilize the existing wooden trusses with the least amount of impact to the building. They have identified a way to reinforce the trusses with 4" diameter steel pipes that will be hidden in the existing walls. It will be necessary to remove and reinstall some of the existing millwork on the second floor and open up the floor. Access to the attic will also require temporary storage of the artifacts currently located in the mezzanine.

At this time, it is necessary to approve a new intergovernmental agreement with DuPage County. As previously done for the grant funded roof project, the Wheaton Park District obtained the grant and DuPage County contracted for the work to be completed. The IGA outlines this arrangement and how we will transfer the grant funds to them at the completion of the work.

PREVIOUS COMMITTEE/BOARD ACTION:

A resolution authorizing this grant application was approved by the board in June 2021.

REVENUE OR FUNDING IMPLICATIONS:

Based on our attendance, there is no required match for the grant. This is a reimbursement grant and there is a small application fee and award fee that we would allocate.

STAKEHOLDER PROCESS:

The DuPage County board is intending to approve this agreement on February 28, 2023.

LEGAL REVIEW:

Our attorney has reviewed and approve the agreement.

ATTACHMENTS:

Resolution

Intergovernmental Agreement

Exhibit A – Original IGA

Exhibit B – Project Drawing Cover Sheet

Structural Reinforcement Option C

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve Resolution _____ a resolution approving the terms and authorizing the execution of the intergovernmental agreement between County of DuPage, Illinois and Wheaton Park District for the DuPage Historical Museum repair project.

**WHEATON PARK DISTRICT
RESOLUTION NO. ____**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK
DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT**

WHEREAS, the County of DuPage ("County") and the Wheaton Park District ("Park District") are parties to an intergovernmental agreement regarding the operation and maintenance of the DuPage County Historical Museum ("Museum"); and

WHEREAS, the Museum requires certain repair and stabilization work to its gables and gutters to help preserve the facility and keep it functional and safe for patrons and staff; and

WHEREAS, the Park District, in conjunction with the County of DuPage, Illinois ("County"), has secured a grant from the Illinois Department of Natural resources ("IDNR") through the Illinois Public Museum Capital Grants Program to fund the necessary Museum repair work; and

WHEREAS, the County and Park District have negotiated an intergovernmental agreement that outlines the parties' respective rights and obligations with respect to the Museum repairs and the IDNR grant, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to enter into Agreement, subject to the terms and conditions set forth therein.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.
2. The form, terms and provisions of the proposed Agreement attached hereto as Exhibit A are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the First Amendment in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.
3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the Agreement.
4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted this 21st day of December, 2022 by roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

President
Board of Park Commissioners
Wheaton Park District

ATTEST:

Secretary
Board of Park Commissioners
Wheaton Park District

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

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

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK
DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT**

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, Illinois at 7:00 p.m. on the ~~21st day of December, 2022.~~

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted as required by the Open Meetings Act and that said meeting was otherwise called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this ~~21st day of December, 2022.~~

Michael J. Benard
Secretary

[SEAL]

EXHIBIT A

Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND WHEATON PARK DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR
PROJECT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this ____ day of ~~December, 2022~~, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley Street, Wheaton, Illinois 60187 (hereinafter referred to as the "DISTRICT").

R E C I T A L S

WHEREAS, the DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to operate, maintain and keep in repair necessary COUNTY buildings, and to enter into agreements for those purposes pursuant to (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1108 et. seq.); and

WHEREAS, the COUNTY and DISTRICT previously entered into an Intergovernmental Agreement dated June 24, 2008, which document is attached hereto and incorporated herein as **Exhibit A** ("Museum IGA"), adopted the DuPage County Board as Resolution DC-0002-08 and approved by the DISTRICT'S Board in July 2008, to provide for the operation of the DuPage County Historical Museum located at 102 E. Wesley in Wheaton, Illinois ("Museum Facility"); and

WHEREAS, the Museum Facility requires vital masonry repair and stabilization work and a gutter rebuild (herein referred to as the "PROJECT") in order to keep that facility functional and safe for patrons and staff. Such repairs will also end ongoing and progressive water damage to that structure; and

WHEREAS, the DISTRICT, in conjunction with the COUNTY, applied for and has been awarded a grant from the Illinois Department of Natural Resources ("IDNR") as part of the Illinois Public Museum Capital Grants Program ("State Grant"), in the gross total amount of

seven hundred fifty thousand dollars and no cents (\$750,000.00) (“State Grant Funds”). The State Grant Funds are intended to fully reimburse the COUNTY for all PROJECT costs; and

WHEREAS, the PROJECT will benefit local citizens by preserving the quality, value and useful life of the Museum Facility, a historically significant structure safeguarding valuable and important historical artifacts and sustaining local tourism opportunities; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the COUNTY shall undertake the PROJECT and the DISTRICT shall reimburse the COUNTY for PROJECT expenses from State Grant Funds disbursed to the DISTRICT by the State of Illinois in an amount not to exceed a gross total amount of seven hundred fifty thousand dollars and no cents (\$750,000.00) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and DISTRICT shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the repair and stabilization of the Museum Facility’s historic masonry gables and the original integrated gutter system. The Project is more fully described in Exhibit A of the State Grant.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the Knight E/A, Inc, 221 N. La Salle St., # 300, Chicago, IL 60601, which have been mutually approved by the DISTRICT and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B.**

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated to seven hundred fifty thousand dollars and no cents (\$750,000.00).
- 3.1.1 A grant award fee of \$5,000, which is payable to IDNR, will, if the final budget allows, be paid from the State Grant Funds as allowed for in the Grant Project Agreement, Grant No. MC 21-036, which document is attached hereto and incorporated herein as **Exhibit C**. If the final budget does not allow for payment of the grant award fee from the State Grant Funds, the fee shall be paid as follows in accordance with the terms of the Museum IGA: 25% to be paid by the DISTRICT; and b) 75% to be paid by the COUNTY.
- 3.2 It is the intention of the Parties that all PROJECT costs will be fully reimbursed from State Grant Funds received by the DISTRICT, except, if applicable, for the \$5,000 grant award fee identified in Section 3.1.1 above. The DISTRICT, by this AGREEMENT, does not assume responsibility for paying any PROJECT costs and shall only be responsible for reimbursing the COUNTY'S PROJECT costs to the extent the DISTRICT receives State Grant Funds. The COUNTY agrees that the DISTRICT'S reimbursement of the PROJECT'S costs is contingent upon the DISTRICT'S receipt of State Grant Funds and that the COUNTY shall only receive reimbursement for PROJECT costs to the extent the DISTRICT receives State Grant Funds. In the event that the DISTRICT does not receive all or any portion of the State Grant Funds, the Parties shall pay for the costs of the PROJECT, or any balance thereof, as follows in accordance with the terms of the Museum IGA: a) 25% of the costs shall be paid by the DISTRICT; and b) 75% of the costs shall be paid by the COUNTY.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 COUNTY'S RESPONSIBILITIES.

- 4.1 The COUNTY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The COUNTY shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the DISTRICT in a timely manner to ensure sufficient review by the DISTRICT.

The purpose of the DISTRICT'S review shall be for the sole purpose of verifying whether PROJECT work components qualify as allowable expenses per the State Grant and the Grant Project Agreement.

- 4.4 The COUNTY shall submit one invoice to the DISTRICT following 50% PROJECT completion, and a final invoice at final regulatory sign-off for the PROJECT, consistent with the terms of the State Grant. These invoices shall be supported with documentation required by the State Grant and the DISTRICT shall remit payment to the COUNTY within 30 days of submission of invoice, provided the DISTRICT has received the State Grant Funds to cover the amount of the invoice.
- 4.5 The COUNTY shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the DISTRICT'S obligation to reimburse the COUNTY from State Grant Funds in the amounts herein agreed to the extent that ~~upon~~ such funds become available.
- 4.6 The COUNTY'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the COUNTY beyond the usual burdens and liabilities for a municipality in the construction of public improvements.
- 4.7 The COUNTY shall provide the DISTRICT unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement pursuant to the State Grant the Grant Program Agreement. The COUNTY shall also provide the IDNR with access to the PROJECT site in accordance with the State Grant and the Grant Program Agreement.

5.0 DISTRICT'S RESPONSIBILITIES.

- 5.1 The DISTRICT reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the COUNTY'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the State grant and to monitor PROJECT billing requirements. The DISTRICT shall promptly notify the COUNTY of any work component or proposed expense that the DISTRICT believes to be ineligible for reimbursement pursuant to the State grant.
- 5.2 The DISTRICT shall not be responsible for or have control over the design, construction, means, methods, ~~technique~~ techniques, or procedures with respect

to any work performed for the PROJECT. This section is intended merely to relieve the DISTRICT from such liabilities in this PROJECT. The DISTRICT'S role in conducting any review or granting any consent or approval relates solely to the item's eligibility for reimbursement under the State grant.

- 5.3 The DISTRICT shall administer the State Grant, including the preparation and submittal of all State Grant reporting requirements. The DISTRICT shall hold and maintain PROJECT records and document for the mandatory retention period as required by the State grant.
- 5.4 Upon receipt of the COUNTY'S invoice, and all necessary supporting documentation, the DISTRICT shall promptly reimburse the COUNTY for approved costs associated with the PROJECT from State Grant Funds to the extent such funds are, or later become, available to the DISTRICT. The total reimbursement amount paid by the DISTRICT to the COUNTY shall not exceed seven hundred fifty thousand dollars and no cents (\$750,000.00) or such lesser amount equal to the amount of State Grant Funds actually received for the PROJECT. In the event PROJECT costs total less than State Grant Funds, the COUNTY'S total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT and the State grant.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the

DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following ~~occurs~~:

9.1.1 August 14, 2024, or to a new date agreed by the parties; or:

9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before August 14, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

Mike Benard
Executive Director
Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
(630) 945-7726

Tim Harbaugh
Deputy Director
DuPage County Facilities Management
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-5670

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

17.0 COMPLIANCE WITH STATE GRANT

- 17.1 The Parties shall comply with all terms, promises, conditions, plans, specifications, maps, and assurances contained in the State Grant's approved PROJECT Application, a copy of which is attached to and incorporated as part of this AGREEMENT as **Exhibit D**.
- 17.2 The Parties shall comply with all applicable provisions of the State Grant's Project Agreement, a copy of which is attached to and incorporated as part of this Agreement as **Exhibit C**, including, but not limited to all provisions regarding bidding, change orders, project accessibility, project implementation, project billing and monitoring, intellectual property rights and vendor certifications.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

WHEATON PARK DISTRICT

Deborah Conroy
Chairman

Bob Frey,
President

Board of Park Commissioners

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Michael Benard,
Secretary

***These plans and specifications are adopted by reference. Final plans awarded for construction will be available at the Facilities Management Department.



DUPAGE COUNTY HISTORICAL MUSEUM EXTERIOR MASONRY FACADE AND GUTTER IMPROVEMENTS

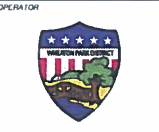
INCLUDING MASONRY/BUILDING STABILIZATION AT THE GABLES AND HISTORICAL GUTTER REPLICATION

102 E WESLEY STREET
Wheaton, Illinois 60187

95% REVIEW - 2/06/2023



421 NORTH COUNTY FARM ROAD
WHEATON, ILLINOIS 60187
TEL: 630-407-5700
FAX: 630-407-5701

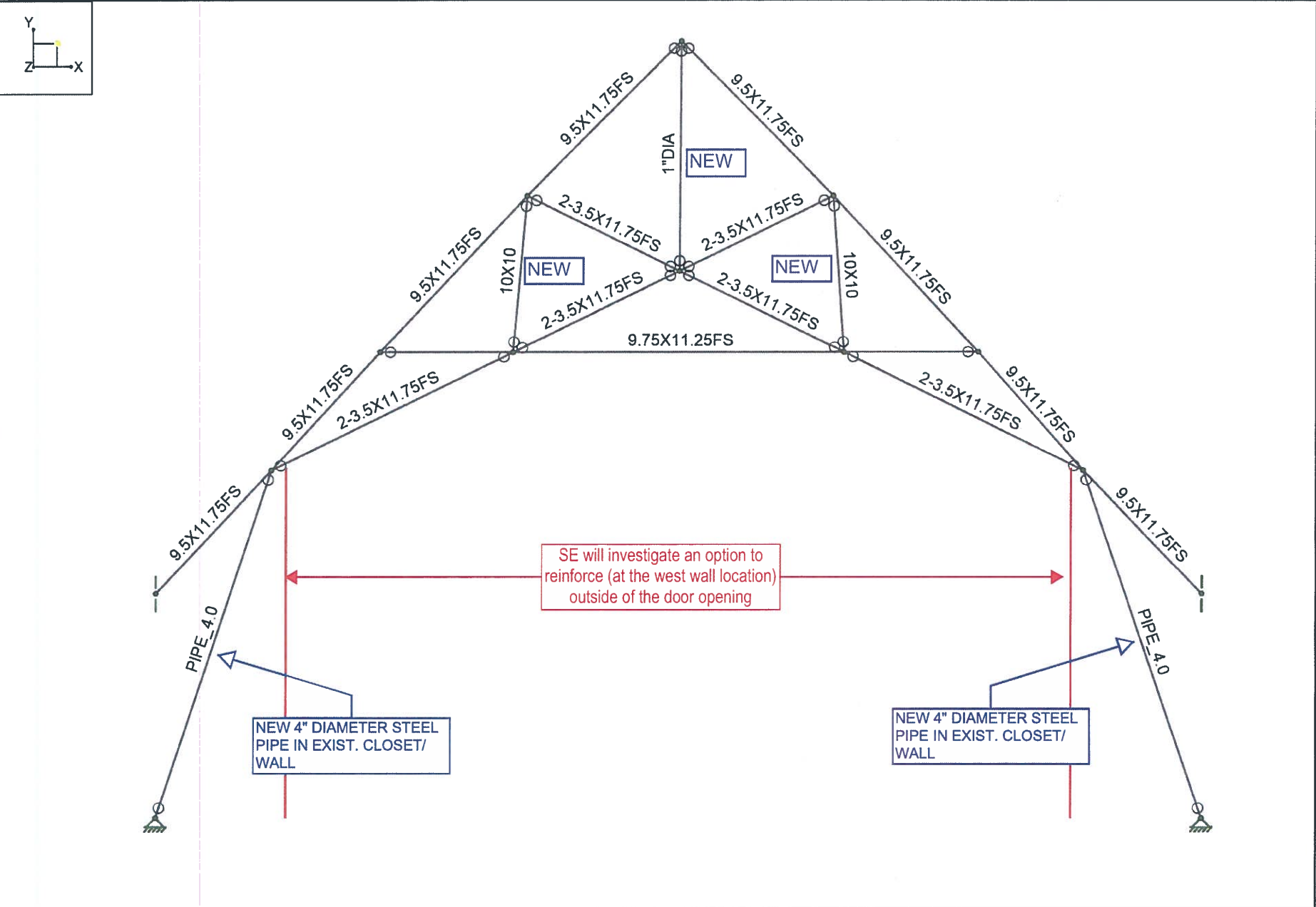


DUPAGE COUNTY HISTORICAL MUSEUM EXTERIOR MASONRY FACADE AND GUTTER IMPROVEMENTS

102 E. WESLEY STREET
WHEATON, ILLINOIS 60187

SITE LOCATION MAP		COUNTY BOARD		HISTORICAL PRESERVATION		STATEMENT OF COMPLIANCE																																																	
		<p>CHAIRMAN DEBORAH CONROY *SAM CRONIN</p> <p>DISTRICT No. 1 MICHAEL CHILDRESS CINDY CRONIN CAHILL SAM TOMATORE *DONALD PUCHALSKI *ASHLEY SYLVESTER</p> <p>DISTRICT No. 3 LUCY CHANG EVANS KARI GALASSI BRIAN KRAJEWSKI *ARLEEN HART *JULIE KENDRICK</p> <p>DISTRICT No. 6 SADIA COVERT DAWN DESART PATTY GUSTIN *AMY CHAVEZ</p>		<p>DISTRICT No. 2 ELIZABETH CHAPLIN PAULA DEACON GARCIA YEENA YOO *PETER DICAMERE</p> <p>DISTRICT No. 4 GRANT ECKHOFF MARY FITZGERALD OZOG LYNN LAPLANTE</p> <p>DISTRICT No. 8 SHEILA RUTLEDGE GREG SCHWARZE JAMES ZAY</p> <p>*PREVIOUS BOARD MEMBER DURING PROJECT PLANNING PHASE.</p>		<p>"CONTRACTOR MUST AGREE TO ACCEPT THE EXTREME CARE AND HIGH PRESERVATION QUALITY STANDARDS REQUIRED TO PROTECT THIS NATIONALLY REGISTERED HISTORIC BUILDING"</p> <p>ORIGINALLY DESIGNED AS THE ADAMS MEMORIAL LIBRARY, BY ARCHITECT CHARLES SUMNER FROST, THIS STRUCTURE WAS DEDICATED ON OCTOBER 23, 1891. THE DUPAGE COUNTY HISTORICAL SOCIETY PURCHASED THE BUILDING IN 1965, AND IT WAS RE-OPENED AS THE DUPAGE COUNTY HISTORICAL MUSEUM IN 1967.</p> <p>ALL ORIGINAL CONDITIONS OF THIS 131 YEAR OLD STRUCTURE MUST BE PROTECTED, MAINTAINED, AND/OR RESTORED. THIS PROJECT REPRESENTS A SINGLE PHASE OF RESTORATION BEGINNING WITH ROOF LEVEL GUTTER AND FACADE IMPROVEMENTS.</p> <p>THERE SHOULD BE NO PERMANENT CHANGES TO PUBLIC OR STORAGE SPACES. ALL MODIFICATIONS ARE LIMITED TO THE INTERIOR ATTIC AND EXTERIOR GUTTER/ROOF AREAS AS INDICATED WITHIN THE DRAWINGS.</p> <p>CONTRACTOR SHALL NOT CREATE ANY OPENINGS, HOLES, PUNCTURES, ATTACHMENTS, ETC., TO ANY VISIBLE INTERIOR BUILDING COMPONENTS, OUTSIDE OF THE CONCEALED ATTIC SPACE. ALL EXTERIOR IMPROVEMENTS ARE INTENDED TO RESTORE THE BUILDING BACK TO ORIGINAL DETAILS.</p> <p>EXISTING COURSE ROCK-FACE LIMESTONE VENEER SHALL BE MATCHED IN SHAPE, PATTERN, AND COLOR WHEN RE-CONSTRUCTING THE CHIMNEY TO THE NEW HEIGHT. NATURAL HYDRATED LIME (NHL) MORTAR IS REQUIRED FOR ALL APPLICATIONS IN THIS PROJECT AND SHALL BE INSTALLED WITH THE BEADED ROPE PROFILE TO MATCH EXISTING.</p> <p>THE MUSEUM RESERVES TO RIGHT TO SALVAGE ANY AND ALL MATERIALS. DO NOT DISCARD ANY EXISTING BUILDING COMPONENTS WITHOUT REVIEWING WITH THE MUSEUM STAFF. IN MOST CASES, A SMALL SECTION OF EXISTING BUILDING COMPONENTS WILL BE KEPT FOR ARCHIVES OR DISPLAY. CONTRACTOR SHALL CUT MATERIALS TO A SPECIFIED LENGTH AND RETURN TO THE OWNER AS REQUESTED.</p> <p>BOTH THESE DRAWINGS AND THE PROJECT MANUAL CONSTITUTE THE BID/CONSTRUCTION DOCUMENTS.</p>		<p>I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED DRAWINGS AS LISTED ON THIS COVER SHEET AND STATE THAT THEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIERS ACT (410 ILCS 25), THE ILLINOIS ACCESSIBILITY CODE (71 ILL. ADM. CODE 400), AND THEY COMPLY WITH THE ORDINANCES AND BUILDING CODES OF THE VILLAGE OF ARLINGTON HEIGHTS.</p> <p>ADDITIONALLY, I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DESIGN IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE ILLINOIS ENERGY CONSERVATION CODE.</p> <p>WSP USA DESIGN, INC. PROFESSIONAL DESIGN FIRM ILLINOIS LICENSE NUMBER: 184-006555-0001 DATE OF EXPIRATION: 4-30-2023</p> <p>ARCHITECT ROXANNE M. KNAPP, ARCHITECT ILLINOIS LICENSE NUMBER: 001-015533 SIGNED: _____ DATE: 11-30-2024 EXPIRATION DATE: _____</p> <p>STRUCTURAL VICTOR G. CARSELLO, STRUCTURAL ENGINEER ILLINOIS LICENSE NUMBER: 001-008047 SIGNED: _____ DATE: 11-30-2024 EXPIRATION DATE: _____</p> <p>DATE OF ILLINOIS LICENSE EXPIRATION SIGNED: _____ DATE: 11-30-2024 EXPIRATION DATE: _____</p>																																															
KEY PLAN		BUILDING & FIRE DEPARTMENTS		CONSULTANTS		CODE INFORMATION																																																	
		<p>CITY OF WHEATON, ILLINOIS 303 W WESLEY STREET WHEATON, ILLINOIS 60187 630-260-2650</p> <p>FIRE STATION 30 (HEADQUARTERS) 1 PAPP CIRCLE WHEATON, ILLINOIS 60187 630-260-2175</p>		<p>CARSELLO ENGINEERING 2656 WILD TIMOTHY ROAD NAPERVILLE, IL 60564 TEL: +1 630 854 3567</p>		<table><thead><tr><th>CODE / ORDINANCE</th><th>ABREV</th><th>EDITION</th><th>AMENDMENTS</th></tr></thead><tbody><tr><td>INTERNATIONAL BUILDING CODE</td><td>IBC</td><td>2018</td><td>YES</td></tr><tr><td>INTERNATIONAL EGRESS AND BUILDING CODE</td><td>IEBC</td><td>2018</td><td>YES</td></tr><tr><td>INTERNATIONAL FIRE CODE</td><td>IFC</td><td>2018</td><td>YES</td></tr><tr><td>INTERNATIONAL MECHANICAL CODE</td><td>IMC</td><td>2018</td><td>YES</td></tr><tr><td>INTERNATIONAL PLUMBING CODE</td><td>IPCC</td><td>2018</td><td>YES</td></tr><tr><td>ILLINOIS ACCESSIBILITY CODE</td><td>IMC</td><td>2018</td><td>---</td></tr><tr><td>ILLINOIS PLUMBING CODE</td><td>IPCC</td><td>2018</td><td>---</td></tr><tr><td>ILLINOIS BATTERY COMBINATION CODE</td><td>IBCC</td><td>2018</td><td>YES</td></tr><tr><td>ILLINOIS CODE FOR SAFETY FOR LIFE IN BUILDING AND STRUCTURES</td><td>---</td><td>2000</td><td>---</td></tr><tr><td>ILLINOIS FOOD SERVICE SANITATION CODE</td><td>IFSS</td><td>---</td><td>---</td></tr></tbody></table> <p>NOTE: THESE CODES HAVE IN EFFECT AT THE TIME OF PLANNING. HOWEVER, IF A MAINTENANCE AND REPAIR PROJECT DOES NOT INCLUDE ANY NEW STRUCTURAL CHANGES, INTERIOR ALTERATIONS, MODIFIED BUILDING SYSTEMS, OR LIFE SAFETY WORK GOVERNED BY THESE BUILDING CODES.</p>		CODE / ORDINANCE	ABREV	EDITION	AMENDMENTS	INTERNATIONAL BUILDING CODE	IBC	2018	YES	INTERNATIONAL EGRESS AND BUILDING CODE	IEBC	2018	YES	INTERNATIONAL FIRE CODE	IFC	2018	YES	INTERNATIONAL MECHANICAL CODE	IMC	2018	YES	INTERNATIONAL PLUMBING CODE	IPCC	2018	YES	ILLINOIS ACCESSIBILITY CODE	IMC	2018	---	ILLINOIS PLUMBING CODE	IPCC	2018	---	ILLINOIS BATTERY COMBINATION CODE	IBCC	2018	YES	ILLINOIS CODE FOR SAFETY FOR LIFE IN BUILDING AND STRUCTURES	---	2000	---	ILLINOIS FOOD SERVICE SANITATION CODE	IFSS	---	---				
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Option C (New Option) - Add Steel braces within in Existing Closet/Wall/Millwork:



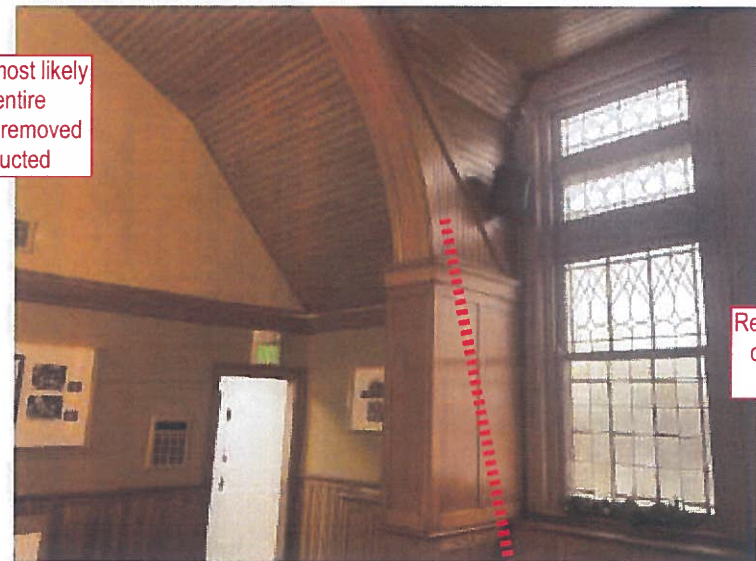
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Option C (New Option) - Add Steel braces within in Existing Closet/Wall/Millwork:



Reinforcement steel
concealed within
millwork

This option will most likely
will require entire
enclosure to be removed
and reconstructed



Reinforcement steel
concealed within
millwork

East Wall



Reinforcement steel
concealed within
millwork

This option will most likely
will require entire
enclosure to be removed
and reconstructed

Reinforcement steel would block
this doorway access, so SE will
be investigating other means to
reinforce this truss line



Reinforcement steel
concealed within
millwork

Reinforcement steel would block
this doorway access, so SE will
be investigating other means to
reinforce this truss line

West Wall

**WHEATON PARK DISTRICT
RESOLUTION NO. 2020-06**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND THE COUNTY
OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM**

WHEREAS, the County of DuPage ("County") and the Wheaton Park District ("Park District") are parties to an intergovernmental agreement regarding the occupancy and maintenance of the DuPage County Historical Museum entered into on June 24, 2008 ("Agreement"); and

WHEREAS, the County and Park District wish to amend the Agreement to modify certain aspects of the Compensation and Annual Reporting requirements set forth in Article II of the Agreement; and

WHEREAS, the County and Park District have negotiated an amendment to the Agreement that reflects the agreed upon changes, a copy of which is attached hereto as Exhibit A ("First Amendment"); and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to enter into the First Amendment, subject to the terms and conditions set forth therein.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.
2. The form, terms and provisions of the proposed First Amendment attached hereto as Exhibit A are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the First Amendment in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.
3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the First Amendment.
4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

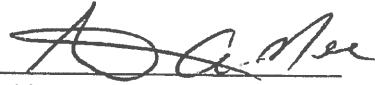
Adopted this 16th day of December 2020 by roll call vote as follows:

AYES: Fahey, Frey, Hodgkinson, Kelly, Morrill, Vires, mee

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø



President
Board of Park Commissioners
Wheaton Park District

ATTEST:



Secretary
Board of Park Commissioners
Wheaton Park District

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

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

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at Wheaton, Illinois at said District at 5:00 p.m. on the 16th day of December 2020.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted as required by the Open Meetings Act and that said meeting was otherwise called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this 16th day of December 2020.



Michael J. Benard
Secretary

[SEAL]

EXHIBIT A

FIRST AMENDMENT

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK
DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF
THE DUPAGE COUNTY HISTORICAL MUSEUM**

This First Amendment ("Amendment") is made and entered into this 16th day of ~~November~~ ^{December}, 2020, by and between the County of DuPage, a body corporate and politic ("County"), and the Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and amends, in certain respects, that certain Intergovernmental Agreement Between the Wheaton Park District and the County of DuPage for the Occupancy and Maintenance of the DuPage County Historical Museum, made and entered into on June 24, 2008 ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the County and the Park District are Parties to an Agreement regarding the occupancy and maintenance of the DuPage County Historical Museum; and

WHEREAS, the Parties wish to amend the Agreement to modify certain aspects of the Compensation and Annual Reporting requirements set forth in Article II of the Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Agreement on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Compensation and Annual Reporting. Article 2.3 of the Agreement is stricken and replaced with the following:

For calendar year 2021 of the term of this AGREEMENT, the COUNTY shall make four (4) quarterly payments to the PARK DISTRICT in the amount of Thirty-two Thousand, Five Hundred and 00/100 Dollars (\$32,500.00) each, to be used exclusively for general maintenance and specialty staff for the MUSEUM, as set forth in Paragraph 1.2.1 of this AGREEMENT. Beginning January 1, 2022, the annual payment required by this Article 2.3 shall increase to four (4) quarterly payments of Thirty-Six Thousand, Two Hundred and Fifty Dollars (\$36,250). Beginning January 1, 2023, the annual payment required by this Article 2.3 shall increase to four (4) quarterly payments of Forty Thousand and 00/100 Dollars (\$40,000). Beginning January 1, 2024, and on January 1 of each year thereafter, during the term of this Agreement, the annual payment, made in quarterly installment payments, shall increase by 2.25% per annum.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned .pdf file, such signature

shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned .pdf signature page were an original thereof.

5. Entire Agreement; Modification. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Amendment contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Amendment must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth below.

COUNTY OF DUPAGE

By: 

Its: DUPAGE COUNTY BOARD CHAIRMAN

Attest: 

Its: DUPAGE COUNTY CLERK

Date: _____

WHEATON PARK DISTRICT

By: 

Its: PRESIDENT

Attest: 

Its: Executive Director

Date: _____

Resolution

FM-R-0652-20

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE
WHEATON PARK DISTRICT AND THE COUNTY OF DU PAGE
FOR THE OCCUPANCY AND MAINTENANCE OF
THE DU PAGE COUNTY HISTORICAL MUSEUM

WHEREAS, the County of DuPage entered into an Intergovernmental Agreement with the Wheaton Park District on June 24, 2008, pursuant to Resolution DC-002-08, regarding the occupancy and maintenance of the DuPage County Historical Museum; and

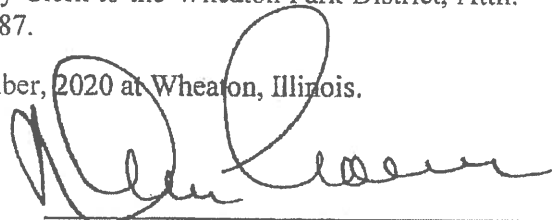
WHEREAS, the Parties now desire to amend that Intergovernmental Agreement to modify the "Compensation and Annual Reporting" requirements set forth in Article II thereof as reflected in the FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT attached hereto; and

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Agreement on the terms and subject to the conditions set forth in the attachment.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board authorizes the DuPage County Board Chairman to sign on behalf of the County of DuPage the First Amendment to the Intergovernmental Agreement between the County of DuPage and the Wheaton Park District, attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the First Amendment, be transmitted by the County Clerk to the Wheaton Park District, Attn: Michael Benard, 102 E. Wesley St., Wheaton, IL 60187.

Enacted and approved this 24th day of November, 2020 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:


JEAN KACZMAREK, COUNTY CLERK

AYES 16
NAYS 0
ABSENT 2

R E S O L U T I O N

DC-0002-08

INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT
AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF
THE DUPAGE COUNTY HISTORICAL MUSEUM

WHEREAS, the Wheaton Park District and the County of DuPage are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the County of DuPage desires to have the Wheaton Park District assume the operation of the DuPage County Historical Museum and employ its expertise in operating recreational and educational facilities to create new and exciting ways to present the history and culture of DuPage County; and

WHEREAS, the Wheaton Park District desires to assume the operation of the DuPage County Historical Museum and also utilize space in the Museum building for administration offices for the Wheaton Park District; and

WHEREAS, the Wheaton Park District and the County of DuPage recognize the advantages to both organizations, and to the people of DuPage, of entering into an agreement that will stabilize and strengthen the DuPage County Historical Museum; and

WHEREAS, an Intergovernmental Agreement has been developed, that is attached hereto and made a part of this resolution, that describes the terms of the Wheaton Park District's assumption of the operations of the DuPage County Historical Museum and the use of the Museum building and further describes the responsibilities of the Wheaton Park District and the County of DuPage regarding the Museum.

NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement, attached hereto and made a part of this resolution, between the Wheaton Park District and the County of DuPage is hereby accepted and approved and that the Chairman of the DuPage County Board is hereby authorized and directed to execute said Agreement on behalf of the County.

BE IT FURTHER RESOLVED that approval on behalf of the County regarding the Museum collection and improvements to the Museum building that do not affect the County's finances may respectively be given by the Director of the Department of Community Services and the Facilities Management Director in accordance with the terms of said Agreement.

Enacted and approved this 24th day of June, 2008 at Wheaton, Illinois.

By: 

ROBERT J. SCHILLERSTROM
CHAIRMAN, DUPAGE COUNTY BOARD

ATTEST

By: 

GARY A. KING, COUNTY CLERK

Ayes: 17
Absent: 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK
DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND
MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM**

THIS AGREEMENT is entered into this 24th day of June, 2008 between the County of DuPage, a body corporate and politic (hereinafter the "COUNTY"), with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Wheaton Park District, a unit of local government, (hereinafter the "PARK DISTRICT"), with offices located at 600 S. Main Street Wheaton, IL 60187. COUNTY and PARK DISTRICT are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois *Intergovernmental Cooperation Act*, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article 7, Section 10, of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the COUNTY owns certain real property located at 102 E. Wesley Street, Wheaton, Illinois which is improved with a building commonly known as the DuPage County Historical Museum and originally known as the Adams Memorial Library (the "MUSEUM building" or the "Premises") which was erected in 1891, and has been listed on the National Register of Historic Places since 1981 (building no. 81000675); and

WHEREAS, the COUNTY owns and operates the DuPage County Historical Museum (hereinafter the "MUSEUM") in the MUSEUM building where a vast collection of DuPage County historical artifacts and exhibits owned by the COUNTY are housed (hereinafter the "Collections"); and

WHEREAS, the PARK DISTRICT was incorporated in 1921 and operates over 800 acres of parks and facilities in the City of Wheaton, in an effort to enrich the quality of community life through a diversity of healthy leisure pursuits; and

WHEREAS, the COUNTY desires to have the PARK DISTRICT assume the operation of the MUSEUM and employ its expertise in operating recreational and educational facilities to create new and exciting ways to present the history and culture of DuPage County; and

WHEREAS, the PARK DISTRICT desires to assume the operation of the MUSEUM and also utilize space in the Museum building for administration offices for the PARK DISTRICT; and

WHEREAS, the Parties desire to enter into this AGREEMENT in order to provide a full statement of their respective obligations in connection with the PARK DISTRICT'S exclusive, non-transferable license to operate the MUSEUM, and to occupy and utilize the MUSEUM building.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, and other good and valuable consideration acknowledged by the Parties, the Parties agree as follows:

ARTICLE I. SPACE, STAFF, ARTIFACT COLLECTION, EQUIPMENT, AND MISCELLANEOUS ITEMS

- 1.1 Description of Space and Use: The space to be utilized by PARK DISTRICT (the "Premises") shall include the entire MUSEUM building, consisting of a lower level, which is partially below grade, and two floors above grade, the current configuration of which is shown in Attachment A, attached hereto and made a part hereof, subject to the following clarifications and exceptions.
 - 1.1.1 PARK DISTRICT shall retain the Auditorium on the second floor, also known as Margaret Adams Dutton Hall, to be used for MUSEUM programs and related community programs, and the PARK DISTRICT shall be allowed to utilize said Auditorium for third-party gatherings, and may charge fees therefore, consistent with rules and regulations prescribed by the DuPage County Board.
 - 1.1.2 The current exhibit space in the northeast quadrant of the first floor, housing the permanent DuPage County history exhibit at the time of this Agreement, will be retained as a narrative exhibit on the History of DuPage County.
 - 1.1.3 The current exhibit space in the southeast quadrant of the first floor, commonly known as the Changing Exhibit gallery, will be retained for display of MUSEUM exhibits.
 - 1.1.4 The model train exhibit (hereinafter "Train Exhibit") in the lower level of the MUSEUM, including the room immediately to the west of the Train Exhibit, will be retained in its current configuration, but the Train Exhibit may be expanded with the mutual agreement of the COUNTY, the PARK DISTRICT, and the DuPage Society of Model Engineers.
 - 1.1.5 PARK DISTRICT will retain space in the MUSEUM building for a library and for MUSEUM archives with square footage at a minimum equal to the current space devoted to these purposes, and it will retain space adequate for the Collections and for processing accessions and de-accessions.
- 1.2 Staff: PARK DISTRICT shall provide, along with the support of the COUNTY as provided in Article II of this AGREEMENT, all staff necessary to support the operation of the MUSEUM, and said staffing will be done in a manner that is consistent with the policies and guidelines of the *American Association of Museums* (www.aam-us.org).

- 1.2.1 PARK DISTRICT shall, at a minimum, employ two (2) specialty staff for the MUSEUM that includes a Curator and an Educator, the qualifications of which shall conform to COUNTY standards for said positions and as described in Attachment B, attached hereto and made a part hereof.
 - 1.2.2 COUNTY and PARK DISTRICT must mutually agree on the initial hires for these two specialty staff positions.
 - 1.2.3 PARK DISTRICT warrants and represents that all staff who will be employed to work at the MUSEUM shall be legally eligible to provide services in the United States, and will have documented such evidence that meets the requirements of the U.S. Department of Justice (including, but not limited to, driver's license, social security card, passport or work permit).
- 1.3 Artifact Collection: PARK DISTRICT shall have the responsibility for managing the Collections, including accessioning, de-accessioning, protection, and care of all artifacts, but PARK DISTRICT recognizes that the Collections will remain the property of the COUNTY. PARK DISTRICT shall not be responsible for damage to or loss of any artifacts unless such damage or loss is directly caused by a negligent act or omission of the PARK DISTRICT.
- 1.3.1 PARK DISTRICT shall manage the Collection of the MUSEUM in a manner consistent with the MUSEUM's current document entitled "Collections Policy: DuPage County Historical Museum" approved by the DuPage County Development Committee on September 23, 2002, which is incorporated in this AGREEMENT by reference and which the PARK DISTRICT, by adopting this AGREEMENT, acknowledges having received a copy, except as it may be specifically modified by the Strategic Plan as described in paragraph 1.12 of this Agreement. Management of the Collections shall be consistent with the policies and guidelines of the *American Association of Museums* as they relate to the management of collections.
 - 1.3.2 Any accessioning or de-accessioning of Collection items requires written approval from the COUNTY.
 - 1.3.3 COUNTY shall give the PARK DISTRICT advance written notice of any planned accession of significant size, detailing the amount and location of space in the Museum building required, and in the event the PARK DISTRICT notifies the COUNTY in writing within thirty (30) days after its receipt of such notice from the COUNTY, that the amount or the location of the additional space required to accommodate such accession will adversely affect the PARK DISTRICT'S use of the MUSEUM building, and that the PARK DISTRICT intends to terminate this AGREEMENT in accordance with Article IV, the COUNTY shall give the PARK DISTRICT at least one

hundred eighty (180) days from the date of its receipt of such notice from the PARK DISTRICT within which to re-locate its administrative offices before such accession occurs.

- 1.3.4 Any revenue earned by the de-accessioning of items from the Collections shall be for the exclusive use of furthering the Collections.
- 1.4 Hours of Operation: The hours of operation of the MUSEUM shall be no less than thirty (30) hours per week, and of that time, a minimum of four (4) hours on Saturdays and four (4) hours on Sundays.
- 1.5 Museum Fees and On-Site Donations: PARK DISTRICT may set the amount of the MUSEUM'S entrance fee provided that said entrance fee is uniform for residents from any part of DuPage County, and PARK DISTRICT may set reasonable fees for the short-term rental of space in the MUSEUM building for programs and events. Any fees or donations shall contribute to the maintenance of the MUSEUM building and the Collection.
- 1.6 Furnishings and Equipment: PARK DISTRICT may utilize COUNTY's existing furnishings; e.g., desks, chairs, tables, etc. PARK DISTRICT, at its own expense, shall provide its own furnishings for any additional office space created by the PARK DISTRICT.
- 1.7 Operating Supplies: PARK DISTRICT shall provide, at its own expense, for all necessary office and museum-related supplies needed in order to provide required services.
- 1.8 Custodial Services, Facility Maintenance, Security and Utilities: PARK DISTRICT shall provide custodial, ordinary "wear and tear" building maintenance, ordinary utilities, and security services.
- 1.9 Capital Maintenance Costs: COUNTY and PARK DISTRICT recognize the need for replacement of the roof on the MUSEUM and mutually agree to share the cost of said replacement. COUNTY shall be responsible for seventy-five percent (75%) of actual roof replacement costs, and PARK DISTRICT shall be responsible for twenty-five percent (25%) of actual costs. Any other capital maintenance costs will be negotiated between the PARK DISTRICT and the COUNTY.
- 1.10 Additional Alterations: The capital cost of alterations to the MUSEUM that are not considered as capital maintenance costs shall be the responsibility of the PARK DISTRICT. PARK DISTRICT shall not, without prior written consent of the COUNTY, make any alterations, improvements or additions to the MUSEUM building, including the roof replacement previously referenced in this Article. The COUNTY'S refusal to give said consent shall be conclusive. The COUNTY'S *Facilities Management Director* will have the authority to give consent to any non-structural changes. It shall be the PARK DISTRICT'S responsibility to provide

assurance that all improvements are consistent with the MUSEUM building's status on the *National Register of Historic Places*.

1.11 Right of Access: COUNTY shall be entitled to access exhibit-portions of the MUSEUM twenty-four (24) hours a day with upon reasonable advance notice under the circumstances, except in the event of a bona fide emergency in which event advance notice need not be given. The COUNTY shall give the PARK DISTRICT a minimum of twenty-four (24) hours notice before entering non-MUSEUM related office space utilized by the PARK DISTRICT. PARK DISTRICT is not responsible for the acts or omissions of COUNTY, its employees, agents or contractors.

1.12 Advisory and Fundraising Board: COUNTY and PARK DISTRICT hereby acknowledge the Board established by COUNTY Resolution GE-0002-04 on March 23, 2004 (the "Resolution").

1.12.1 COUNTY and PARK DISTRICT agree that the purpose of said Board, as established by the Resolution, shall be fundraising for the MUSEUM and advising the COUNTY and PARK DISTRICT on matters relating to the MUSEUM's mission and strategic direction, and that said Board shall not have authority over the MUSEUM's operations and staff.

1.12.2 COUNTY and PARK DISTRICT acknowledge that said Board is now incorporated as the DuPage County Historical Museum Association, Inc. (the "ASSOCIATION"), a 501(c)3 not-for-profit Illinois corporation.

1.12.3 COUNTY and PARK DISTRICT shall each appoint fifty percent (50%) of the Trustees of the ASSOCIATION, the total number being in accordance with ASSOCIATION bylaws, and, in accordance with ASSOCIATION bylaws, the ASSOCIATION Trustees may elect one additional Trustee.

1.13 Strategic Plan: PARK DISTRICT and the COUNTY agree to work cooperatively, with the input of the ASSOCIATION, to develop a new Strategic Plan for the MUSEUM that is consistent with the mission of the MUSEUM as recently revised by the ASSOCIATION, and a statement of which is attached as Attachment C hereto and made a part hereof, said mission emphasizing an educational and cultural role for the MUSEUM in addition to its role in promoting DuPage County history.

1.13.1 Said Strategic Plan shall be completed within 12 months of the date of this AGREEMENT, and shall have a five-year planning horizon.

1.13.2 Said Strategic Plan shall be completed in a manner that is consistent with the guidelines of the *American Association of Museums*, with the desired goal of obtaining accreditation from the *American Association of Museums*.

- 1.13.3 Said Strategic Plan shall include a component setting out a plan for the regular updating, as necessary, of the permanent DuPage County History exhibit.

ARTICLE II. COMPENSATION AND ANNUAL REPORTING

- 2.1 PARK DISTRICT is hereby granted an exclusive, non-transferable license to occupy and utilize the space of the MUSEUM building, as set forth in this AGREEMENT, at no cost.
- 2.2 COUNTY and PARK DISTRICT agree that if there are any changes regarding space, staff, equipment or other miscellaneous items after the effective date of this AGREEMENT that may impact the cost of COUNTY's operations, COUNTY, as mutually agreed upon with PARK DISTRICT, shall charge back for such changes.
- 2.2.1 PARK DISTRICT agrees to compensate for charge back services upon receipt of a completed and approved invoice detailing the services provided net thirty (30) days.
- 2.3 For each year of the term of this AGREEMENT, the COUNTY shall make four (4) quarterly annual payments to the PARK DISTRICT in the amount of Thirty-two Thousand, Five Hundred and 00/100 Dollars (\$32,500.00) each, to be used exclusively for general maintenance and specialty staff for the MUSEUM, as set forth in Paragraph 1.2.1 of this AGREEMENT.
- 2.3.1 At the end of five (5) years from the date of this AGREEMENT, and at any time thereafter, upon at least twelve (12) months prior written notice to PARK DISTRICT, COUNTY has the right to rescind or renegotiate the level of its annual contribution to the PARK DISTRICT, taking into account the level of fundraising for the MUSEUM, and in consideration of the financial positions of the COUNTY and the PARK DISTRICT.
- 2.3.2 Each year during the above five-year period, PARK DISTRICT shall provide COUNTY with a written report, due on the anniversary date of this AGREEMENT, that reports on progress in fundraising, strategic plan development, strategic plan implementation, and MUSEUM development.
- 2.4 PARK DISTRICT will provide quarterly reports to the COUNTY in the following manner; the format of said reports shall be mutually agreed upon by COUNTY and PARK DISTRICT:
- 2.4.1 PARK DISTRICT shall provide reports to COUNTY regarding visitors to MUSEUM exhibits, participation in educational programs, and attendance at events.

- 2.4.2 PARK DISTRICT shall provide reports to COUNTY regarding revenues from entrance fees, educational programs and events, and said reports shall also describe how these funds are used to benefit the MUSEUM and the Collections as required by this AGREEMENT.

ARTICLE III. LIABILITY AND RISK MANAGEMENT

- 3.1 Indemnification: PARK DISTRICT shall, to the extent permitted by law, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees and agents (hereinafter collectively the "County Indemnities") from and against any claims, liabilities, damages, and expenses, incurred by the COUNTY or any of the County Indemnities in defending or compromising actions brought against the COUNTY or any of the County Indemnities to the extent arising out of or related to the acts or omissions of the PARK DISTRICT or its employees and agents in connection with the PARK DISTRICT's performance of any of its obligations under this AGREEMENT. Nothing in this paragraph shall prohibit the COUNTY from retaining at its own cost, its own attorney to defend or settle a claim.
- 3.2 Indemnification: COUNTY shall, to the extent permitted by law, indemnify, defend and hold harmless the PARK DISTRICT, its officials, officers, employees and agents (hereinafter collectively the "Park District Indemnities") from and against any claims, liabilities, damages and expenses incurred by the PARK DISTRICT or any of the Park District Indemnities to the extent arising out of or related to the acts or omissions of the COUNTY its employees, contractors and agents in connection with the exercise by the COUNTY of any of its rights or the performance of any of its obligations under this AGREEMENT. Nothing in this paragraph shall prohibit the PARK DISTRICT from retaining at its own cost, its own attorney to defend or settle a claim.
- 3.3 Survival of Indemnification: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.
- 3.4 Insurance: PARK DISTRICT shall maintain at its sole expense, insurance coverage including:
- 3.4.1 Workers' Compensation Insurance in the statutory amounts.
- 3.4.2 Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than one million (\$1,000,000) dollars per occurrence bodily injury/property damage combined signal limit; three (\$3,000,000) dollars excess liability coverage in the annual aggregate injury/property damage combined single limit. The Park District's insurance shall not cover the Collection. The County shall maintain at its sole expense insurance in such amounts and with such insurers as it shall deem necessary and appropriate to cover the Collection.

3.4.3 PARK DISTRICT shall submit to the COUNTY copies of PARK DISTRICT'S Certificates of Insurance within ten (10) days of executing this AGREEMENT.

3.4.4 The insurance required to be purchased and maintained by PARK DISTRICT shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater, and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the COUNTY. Notwithstanding the foregoing, the PARK DISTRICT'S membership in a government risk management pool that provides coverage equal to or greater than the coverage and policy limits required under this paragraph shall be deemed to satisfy the PARK DISTRICT'S insurance obligation as specified herein.

3.4.5 PARK DISTRICT shall name the COUNTY, County of DuPage, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state:

"The County of DuPage, its officers, employees and agents are named as additional insured as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims to the extent they arise from the performance of the Wheaton Park District under the Agreement."

3.4.6 Neither Party shall be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, *et. seq.*).

ARTICLE IV. TERM AND TERMINATION OF AGREEMENT

4.1 Term. This Agreement will be effective for twenty-five (25) years from the date of this AGREEMENT.

4.1.1 For a period of five (5) years from the date of this AGREEMENT, either party may terminate this AGREEMENT, but except as permitted Under Paragraph 1.3.3 only in the event of a material breach of this AGREEMENT and upon at least one hundred eighty (180) days prior written notice to the other party.

4.1.2 Following said five (5) year period as described in 4.1.1, either party may terminate this AGREEMENT with or without cause upon at least one hundred eighty (180) days prior written notice to the other party.

- 4.2 Surrender of Possession: Upon the expiration of the Term or upon the termination of PARK DISTRICT'S right of possession, PARK DISTRICT shall forthwith surrender the Premises, to the COUNTY in good order, repair and condition, ordinary wear and tear excepted, and shall, if COUNTY so requires, restore the Premises to the condition existing at the beginning of the Term including the removal of any additions and alterations approved by COUNTY from time to time, if requested to do so. Any interest of PARK DISTRICT in the alterations, improvements, and additions to the Premises (including without limitation all carpeting or floor covering) made or paid for by COUNTY or PARK DISTRICT, excluding any of the PARK DISTRICT'S trade fixtures, shall, without compensation to PARK DISTRICT become COUNTY's property at the termination of this AGREEMENT by lapse of time or otherwise, and such alterations, improvements and additions if they are to be relinquished shall be relinquished to COUNTY in good condition, ordinary wear and tear excepted.

ARTICLE V. GENERAL PROVISIONS

- 5.1 Independent Contractors. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the Parties to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.
- 5.2 Notice of Lawsuit: Within thirty (30) days of service of process, PARK DISTRICT shall notify the COUNTY of any lawsuit involving the indemnification provided for above in ARTICLE III. Failure to provide such notice shall not relieve the COUNTY of its obligation to provide indemnification. However, PARK DISTRICT shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within thirty (30) days.
- 5.2.1 Within thirty (30) days of service of process, the COUNTY shall notify PARK DISTRICT of any lawsuit involving the indemnification provided for above in ARTICLE III. Failure to provide such notice shall not relieve the COUNTY of its obligation to provide indemnification, to the extent permitted by law. However, the COUNTY shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within thirty (30) days.
- 5.3 Entire Agreement; Modification: This AGREEMENT contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This AGREEMENT may not be amended or modified except by mutual written agreement.

- 5.4 Compliance with Applicable Law: Each Party agrees to comply with all applicable state and federal law.
- 5.5 Governing Law and Jurisdiction: This AGREEMENT shall be construed in accordance with the laws of the State of Illinois. The Parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.
- 5.6 Partial Invalidity. If any provision of this AGREEMENT is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
- 5.7 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:
- If to PARK DISTRICT:
- Wheaton Park District Administrative Office
600 S. Main St.
Wheaton, IL 60187
Attention: Executive Director
- If to the COUNTY:
- DuPage County Department of Community Services
421 North County Farm Road
Wheaton, Illinois 60187
Attention: Director
- or to such other persons or places as either Party may from time to time designate by written notice to the other.
- 5.8 Approval by COUNTY and PARK DISTRICT. Unless otherwise specified in this AGREEMENT, approvals from COUNTY and PARK DISTRICT as required by this AGREEMENT may be given by the individuals listed in 5.7 of this AGREEMENT.
- 5.9 Waiver. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

acknowledges and agrees that the Parties have participated equally in the negotiation and drafting of this AGREEMENT. Accordingly, any rule or construction that a document or provision thereof is to be construed against the drafting party shall not be applicable to this AGREEMENT.

- 5.13 No Third Party Beneficiaries. No person is an intended third party beneficiary under this AGREEMENT, and no claim as a third party beneficiary under this AGREEMENT by any person or entity shall be made, or be valid, against any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the day and year first written above.

For:
DuPage County

Robert J. Schillerstrom, Chairman
DuPage County Board

Date 6/24/00

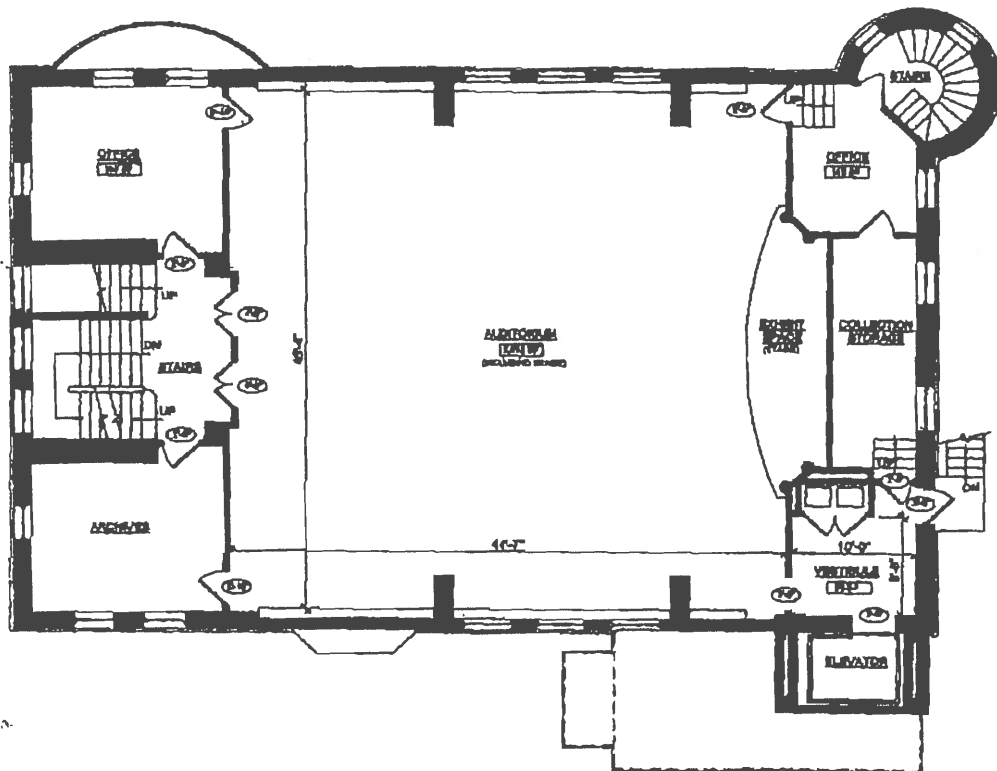
For:
Wheaton Park District

Phillip A. Luetkehans, President
Board of Park Commissioners

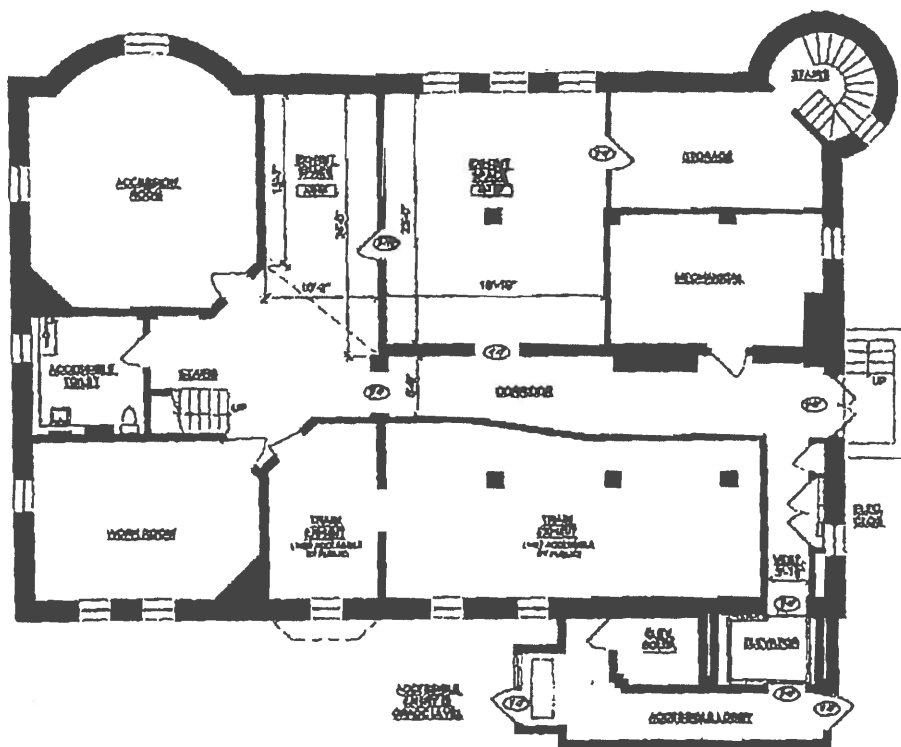
Date 7/16/00

Space Plan Depicting the Current Layout of the Premises





 **SECOND FLOOR PLAN** 



 LOWER LEVEL PLAN 

Attachment B

Minimum Requirements of Specialty Staff

1. Museum Curator – Job Description

DEFINITION: Under direction; performs work of moderate difficulty in collection management for the DuPage County Historical Museum; performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS: The employee in this class is responsible for assisting the Director in the operations of the County Historical Museum in exhibit development and oversight of collection management. Direction is received from the Museum Director.

EXAMPLES OF DUTIES TO BE PERFORMED WITH OR WITHOUT REASONABLE ACCOMMODATIONS: Researches, develops and designs the installation of exhibits; performs maintenance on exhibits; develops long term exhibit plans and collection management priorities on an annual basis; reviews and assesses materials offered for the Museum's collection; oversees processing and storage; maintains the physical collection inventory; implements collection policies and procedures; conducts collection inventories; prepares research notes and reports; coordinates, assigns and supervises the activities of volunteers, interns and the Curatorial Assistant; interacts with the public and assists visitors with questions regarding the identification and care of heirlooms; researches requests requiring the use of archival materials; maintains computerized collection records; assists with general maintenance of public areas; opens and closes the building on days open to the public.

DESIRABLE KNOWLEDGE AND SKILLS: Considerable knowledge of collection management; good knowledge of artifact handling and storage; good knowledge of museum operations; good knowledge of artifact care and preservation practices; some knowledge and appreciation for County history.

Working skill in assessing materials offered for the Museum's collection; working skill in dealing effectively with others; some skill in assigning and supervising the work of others; some skill in written and/or verbal communications; some skill in the operation of related Museum equipment.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: While performing the duties of this job, the employee is regularly required to climb ladders and move collection pieces weighing a minimum of 25 lbs.

SUGGESTED TRAINING AND EXPERIENCE: Completion of a Master's degree in Museum Studies; or an equivalent combination of training and experience.

ADDITIONAL REQUIREMENTS: A valid Illinois Drivers License may be required when travel is a part of the position.

2. Museum Educator – Job Description

DEFINITION: Under direction; performs work of moderate difficulty assisting in directing and coordinating the educational programs of the DuPage County Historical Museum; performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS: The employee in this class is responsible for educational programming and services. Direction is received from the Museum Director.

EXAMPLES OF DUTIES TO BE PERFORMED WITH OR WITHOUT REASONABLE ACCOMMODATIONS: Plans and implements an education program for the museum's permanent collection and current exhibits; plans and implements special events and outreach programs; develops and prepares formal and informal education programs for all age levels and groups; manages and schedules public programs; presents school, family and community programs; recruits and trains volunteers; oversees the volunteer program; assists visitors with research by utilizing professional knowledge; works with the Director to develop educational priorities and an annual strategic plan; promotes the Museum as a learning resource to the public and the educational community; acts as a museum representative for the County's safety program; assists with collection moving and exhibits as needed; participates in professional organizations; drafts business letters, prepares reports; assists with general maintenance of public areas; opens and closes the building on days open to the public.

DESIRABLE KNOWLEDGE AND SKILLS: Considerable knowledge of museum education; considerable knowledge of learning theories and methods; considerable knowledge of the theory and practice of educational programming; some knowledge and appreciation for County history.

Considerable skill in written and/or verbal communications; considerable skill in coordinating educational programs; working skill in organizational planning; working skill in dealing effectively with others.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: While performing the duties of this job, the employee is regularly required to climb ladders and move collection pieces weighing a minimum of 25 lbs.

SUGGESTED TRAINING AND EXPERIENCE: Completion of a Master's degree in Museum Studies or a related field and two to three years of education programming experience in a Museum setting; or an equivalent combination of training and experience .

ADDITIONAL REQUIREMENT: A valid Illinois Drivers License may be required when travel is a part of the position.

Attachment C

Mission of the DuPage County Historical Museum

The Museum is an educational institution devoted to serve as a resource and venue for sharing experiences, learning, artifacts and collection based research for greater public understanding and appreciation of our historical and cultural life and their inseparable relationship to DuPage County and the world in which we live.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2023 Spring Asphalt Project

DATE: March 1, 2023



SUMMARY:

As a continuation of our asphalt replacement program based on priority by condition, staff requested bids to perform work at Kelly Park. This would involve removing and replacing all of the park asphalt pathways and basketball court.

Plans and specifications were prepared by staff. Bids were solicited on February 7, 2023, from 34 contractors. Addendum #1 was sent out on February 15, 2023. Seven bidders responded and bids were opened on February 21, 2023. The results were as follows:

Contractor	Base Bid: Kelly Park Asphalt Paths	Unit Cost #1 CA-1 Gravel / CY	Unit Cost #2 CA-6 Gravel / CY	Unit Cost #3 Asphalt Pavement/SF
Accu-Paving Co.	\$114,830.00	\$120/cy	\$64/cy	\$2.70/sf
Chadwick Contracting Company	\$88,895.00	\$127/cy	\$49/cy	\$2.30/sf
Chicagoland Paving Contr. Inc.	\$95,000.00	\$100/cy	\$65/cy	\$3.50/sf
Obsidian Asphalt Paving, Inc.	\$75,853.00	\$50/cy	\$45/cy	\$1.84/sf
Advantage Paving Solutions, Inc.	\$137,555.00	\$110/cy	\$24.50/cy	\$2/sf
Schroeder Asphalt Services, Inc.	\$102,000.00	\$150/cy	\$60/cy	\$4.50/sf
Evans & Son Blacktop, Inc.	\$70,690.00	\$90/cy	\$50/cy	\$1.90/sf

The low bidder Evans & Son Blacktop, Inc. has performed work on previous park district projects and staff has been satisfied with their work.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

\$250,000 is budgeted within the current fiscal year (40-000-000-57-5701-0000) for District Wide Asphalt Replacement. To date, we have not spent any funds on pavement projects from this fund.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

Contract documents were provided by our legal counsel.

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner's accept the bid from Evans & Son Blacktop, Inc. for an amount of \$70,690.00 plus a contingency of 10% (\$7,069.00).

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 Filter Room Roof Wall Coating

DATE: February 23, 2023



SUMMARY:

Staff has continued to work with Klein and Hoffman to resolve leaking experienced at the Rice Pool filter building. In a report provided to the district in September 2022 a recommendation was made to lower some roof flashing and coat areas of masonry wall. The flashing work was completed late fall 2022. The coating work was made available for bid on February 9, 2023 and bids were received February 22, 2023. The results were as follows:

Company	Base Bid	Alternate 1	Alternate 2	Total
Berglund	\$39,000	\$6,000	\$4,000	\$49,000
JSL	\$26,250	\$16,000	\$11,000	\$53,250
Central	\$38,015	\$8,400	\$8,735	\$55,150
NRS	\$41,494	\$11,500	\$10,750	\$63,744
LS Contracting	\$33,775	\$18,950	\$14,250	\$66,975
DIS	\$64,200	\$12,800	\$21,800	\$98,800
Mark 1 Restoration	\$67,300	\$22,000	\$20,000	\$109,300

Additional work to stabilize some additional deterioration to the structure is still anticipated. This work will be scheduled in 2023 or 2024 at a time that does not interfere with the pool season.

PREVIOUS COMMITTEE/BOARD ACTION:

Report provided at the September 7, 2022 subcommittee meeting and an update was provided at the November 2, 2022 subcommittee meeting.

REVENUE OR FUNDING IMPLICATIONS:

\$ 4,330,000 is budgeted for projects at the Community Center in 2023 (40-800-846-57-5701-0000)

STAKEHOLDER PROCESS:

Work will be scheduled with Community Center staff and completed prior to the 2023 pool season.

LEGAL REVIEW:

Contract documents were provided by our legal counsel.

ATTACHMENTS:

Photos of Base Bid & Alternate Scope of Work

Recommendation from Klein and Hoffman

ALTERNATIVES:

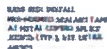
The scope of work may be reduced to lower cost.

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner's accept the base bid and both alternates from Berglund for an amount of \$49,000 plus a contingency of 10% (\$4,900).



1



(2)



3



4



5



6



7



8

LETTER OF RECOMMENDATION

February 22, 2023

Mr. Steve Hinchee
Superintendent of Planning
Wheaton Park District
1000 Manchester Road
Wheaton, Illinois 60187

Re: Rice Pool Filter Building Exterior Coating
Wheaton Park District
1777 South Blanchard Street
Wheaton, IL 60187
K&H Project Number: 09871.0006R

Dear Mr. Hinchee:

Klein and Hoffman, Inc. (K&H) has reviewed the bids submitted for the Rice Pool Filter Building Exterior Coating Project at 1777 South Blanchard Street. Bids were received from seven Bidders. Two bidders, Design Installation Systems (DIS) and J.S.L. Building Restoration Group, Inc. (JSL) did not submit the provided bid table with their bids, therefore K&H did not have that information to review or analyze.

The two (2) apparent low bidders based on K&H's analysis of the bidding documents that were complete are Berglund Construction Company (Berglund) and Central Building & Preservation L.P. (Central). Both contractors have successfully completed similar projects and we believe each contractor is qualified to perform the described scope of work and we understand they have availability to start in April of 2023.

Bids submitted by Berglund and Central were very comparable, their base bids were as follows:

Berglund:	\$39,000.00
Central:	\$38,015.00

Should the Association determine to proceed with **Alternates 1 - 2**, the total project costs would be as follows:

Berglund:	\$49,000.00
Central:	\$55,150.00

Based upon our recent conversation, it is our understanding that the Owner intends to proceed with **Alternates 1 and 2**. Based on the base bid and alternates selected, it is our recommendation that the Owner select **Berglund Construction Company** for the **Rice Pool Filter Building Exterior Coating Project**.

Should you have any questions or would like to discuss the matter further, please do not hesitate to contact us.

Sincerely,
Klein and Hoffman, Inc.

A handwritten signature in black ink, appearing to read "Musa Muhammad", with a stylized flourish at the end.

Musa Muhammad
Associate II

cc: Jason Wilen (K&H)
Mike C. Naponelli (K&H)
Allysia Youngquist (K&H)

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2023 Grant Applications

DATE: March 1, 2023



SUMMARY:

The Wheaton Park District has an excellent track record of furthering our capital dollars by applying for applicable grants. Often, we can do this by finding available grants that will pay for projects we currently have planned. This year the Illinois Department of Natural Resources has several opportunities. These are summarized below:

Grant Program	Potential Project	Application Dates	Maximum Award	Match
Urban and Community Forestry	Update our current tree inventories	2/1-12/29	\$12,500	50%
Recreational Trails	Rehabilitation of existing trails	1/17-3/17	\$200,000	20%
PARC Grant	Community Center Phase 3 Renovations & HVAC	5/1-6/30	\$2,500,000	25%
OSLAD Grant	Graf Synthetic Turf Replacement & Playground Replacement	7/3-8/31	\$600,000	50%
Museum Grant	DuPage County Historical Museum Tuckpointing/downspout rebuild or entrance restoration and preservation	4/3-5/31	\$750,000	0%

PREVIOUS COMMITTEE/BOARD ACTION:

The board has requested that we seek permission prior to applying for grant funding.

REVENUE OR FUNDING IMPLICATIONS:

These grants range from 50% matches for OSLAD to full funding of the Museum grant. If we apply in the current year, notifications are typically made in the following year. Budget recommendations will be made based on the applications.

STAKEHOLDER PROCESS:

Stakeholder input is very desirable on grant applications, and we will ensure we seek appropriate input on these applications.

LEGAL REVIEW:

N/A

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve staff applying for the grants identified. Additional approval of resolutions is typically required at the time of submittal.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Briar Patch OSLAD Grant Revisions

DATE: February 22, 2023



SUMMARY:

As staff reviewed the concept plan for the Briar Patch Park Improvement project, ideas to improve the layout and increase recreational opportunities were discussed. One change would be to locate the adult fitness equipment closer to the shelter along Briarcliff Blvd. where it would be more visible (originally proposed near the playground equipment on the west end of the park).

The other change would be to construct six pickle ball courts where the existing tennis courts are located and reconstruct two tennis courts where the three pickleball courts were originally proposed. The result would be three more pickleball courts than were originally proposed. It would also require the removal of more trees than the original plan called for. These trees are in poor condition and considered weedy species.

PREVIOUS COMMITTEE/BOARD ACTION:

A resolution approving the OSLAD grant application for Briar Patch Park was approved at the July 21, 2021 Board meeting.

A contract with Engineering Resource Associates in the amount of \$26,700 was approved at the January 18, 2023 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Options 2 & 3 would be expected to increase the cost of construction by a small amount and remain within budget.

STAKEHOLDER PROCESS:

Residents around the park were surveyed as part of the grant application.

Staff responsible for programs within the park will be consulted concerning planned improvements.

These revisions would need to be reviewed by IDNR prior to proceeding. It is expected that they will be approved as the recreational value is increased.

ATTACHMENTS:

Alternative plan options

RECOMMENDATION:

Staff is seeking direction from Wheaton Park District Board of Commissioner's for a preferred plan for Briar Patch Improvements.

Briar Patch Option 1



Briar Patch Option 2



Briar Patch Option 3



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Potential Locations for Pickleball Courts

DATE: February 24, 2023



SUMMARY:

The popularity and demand for pickleball has been growing steadily over the last few years and residents have expressed interest in having dedicated courts for their use. We currently have two dedicated courts at Atten and six at Central. There are additional pickleball courts planned to be constructed at Briar Patch Park this year. Staff is hearing the demand for these courts is increasing.

Staff has identified the following locations as potential sites where additional pickleball courts could be constructed.

Park Location	No. of Courts
Arrowhead Golf Course	4
Northside Park	3
Seven Gables Park	6
Scottdale Park	2
Atten open space northeast of tennis	6
OR	
Atten Park convert tennis courts (2 of 4)*	6

**Courts at Atten have the Titan Trax surface*

PREVIOUS COMMITTEE/BOARD ACTION:

Construction of courts at Atten were approved at the May 15, 2019, Board meeting at a cost of \$60,000, and construction of the courts at Central were approved at the March 17, 2021 Board meeting at a cost of \$70,000.

REVENUE OR FUNDING IMPLICATIONS:

\$250,000 (40-000-000-57-5701-0000) is budgeted in 2023 for additional pickleball courts.

STAKEHOLDER PROCESS:

Staff will work with Athletics staff for patron feedback on court design.

ATTACHMENTS:

Maps of potential sites

RECOMMENDATION:

Staff is seeking direction from the Wheaton Park District Board of Commissioner's for where to consider adding pickleball courts.



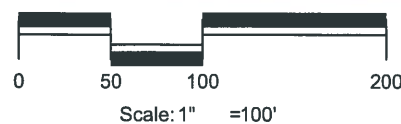
300 ft. to nearest neighbor
 16 parking spaces required
 16+ parking spaces available
 230 ft. to restroom
 230 ft. to drinking fountain
 No lighting currently
 Lose 14 parking spaces

Approx. 300'

4 Courts

Approx. 90'

Approx. 160'

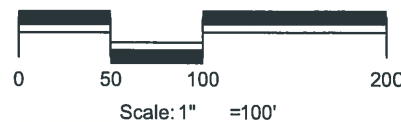
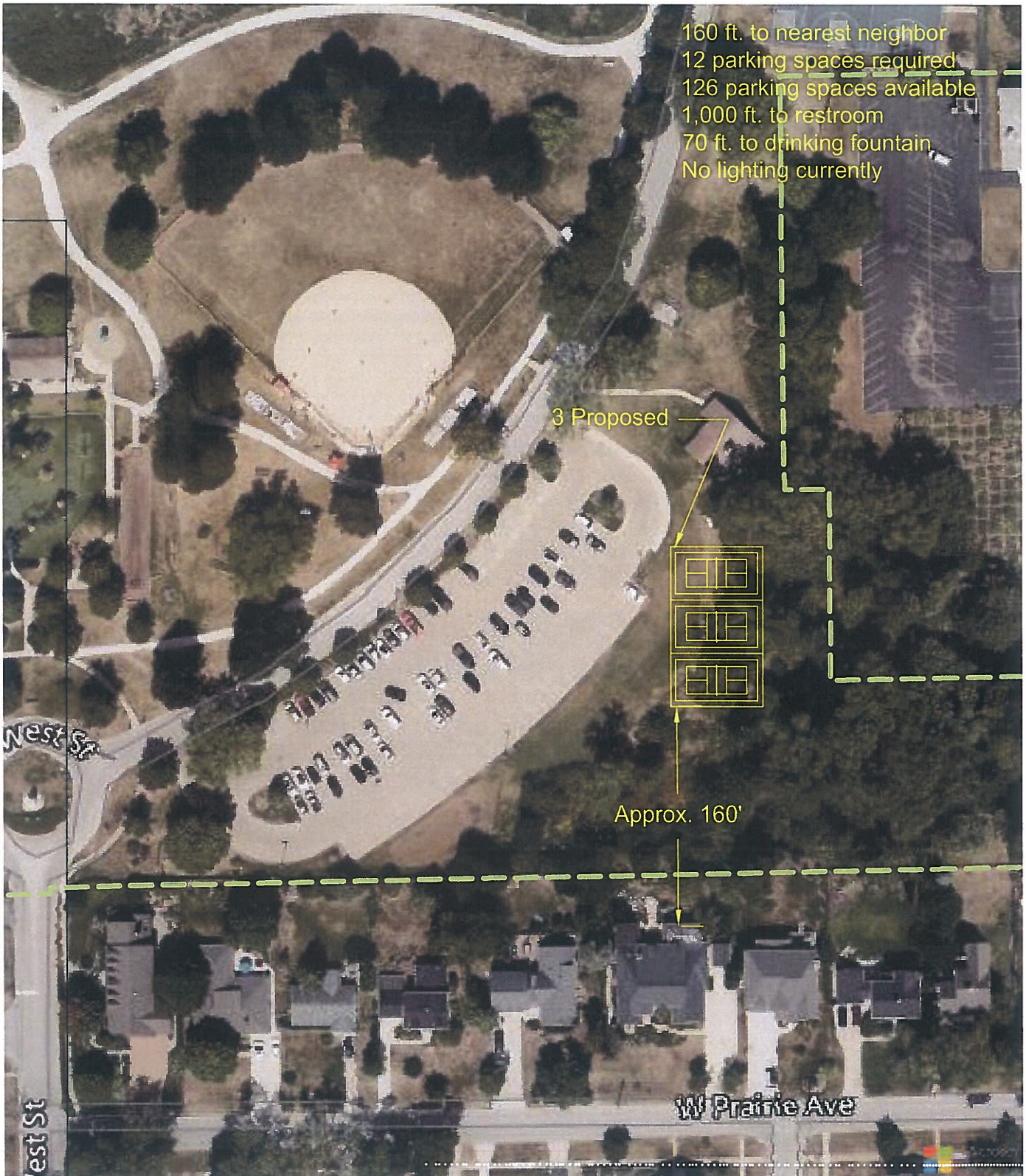


**WHEATON
 PARK DISTRICT**
 102 E. WESLEY WHEATON IL, 60187
 (630) 865-4710

Arrowhead Golf Course Potential Pickleball Locations

Sheet of

drawn by: SMH	revised by:
date: 7/22	date:
checked by:	revised by:
date:	date:
file name: 2022 pickleball locations	revised by:
m:\01-park\pic\pickleball	date:



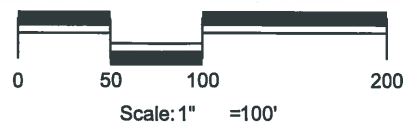
**WHEATON
PARK DISTRICT**

102 E. WESLEY WHEATON IL 60187
(630) 665-4710

Northside Park Potential Pickleball Locations

Sheet of

drawn by: SMH	revised by:
date: 7/20	date:
checked by:	revised by:
date:	date:
file name: 2022 pickleball locations	revised by:
m:\01-park\misc\pickleball	date:



**WHEATON
 PARK DISTRICT**

102 E. WESLEY WHEATON IL, 60187
 (830) 665-4710

Seven Gables Park Potential Pickleball Locations

Sheet of

drawn by: SMH	revised by:
date: 7/22	date:
checked by:	revised by:
date:	date:
file name: 2022 pickleball location	revised by:
m001-park/pickleball	date:



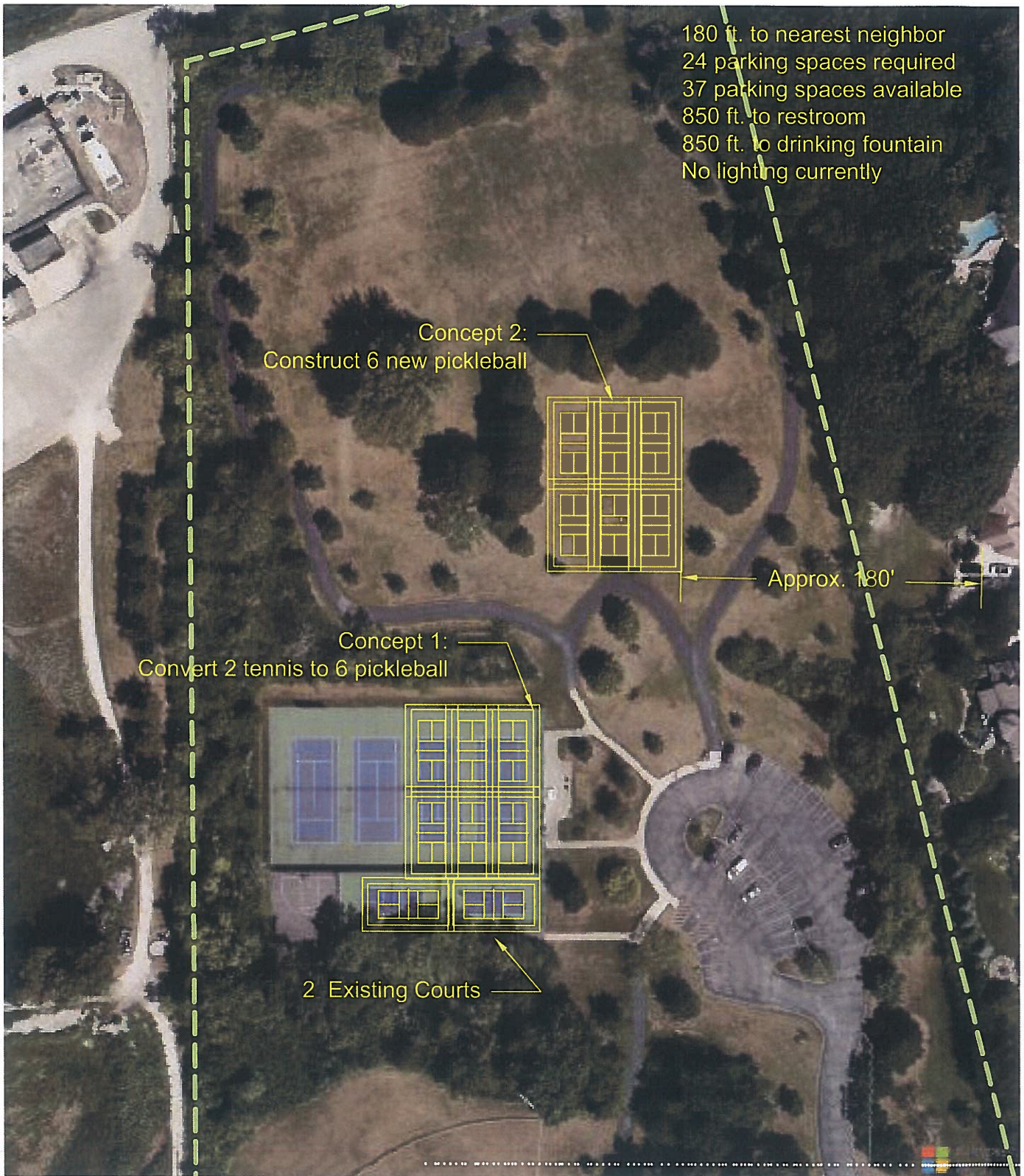
**WHEATON
PARK DISTRICT**
102 E. WESLEY WHEATON IL, 60187
(630) 665-4710

Scottdale Park Potential Pickleball Locations

Sheet of

drawn by: SMH
date: 7/22
checked by:
date:
file name: 2022 pickleball locations
m-121-park/rev/pickleball

revised by:
date:
revised by:
date:
revised by:
date:



**WHEATON
 PARK DISTRICT**
 102 E. WESLEY WHEATON IL, 60187
 (630) 665-4710

Atten Park Potential Pickleball Locations

Sheet of

drawn by: SMH	revised by:
date: 7/22	date:
checked by:	revised by:
date:	date:
file name: 2022 pickleball locations	revised by:
m:\01 park\pickleball	date:

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2023 Vehicle Replacement

DATE: February 23, 2023



SUMMARY:

We currently have three trucks budgeted for this year that we would typically seek to purchase through the state contract. In 2021, we intentionally deferred many of our planned purchases. In 2022, the lack of inventory and supply chain issues led the state contract holder to renege on their commitments.

The state awarded a contract for 2023 with a substantial price increase in November, however the supply was quickly exhausted. The previous order sheets included the following statement:

The 23MY will be a short production run. With the Super Duty order bank having been closed for over a year, we anticipate more orders than we will be able to accommodate. Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.

New order sheets for the 2024 model year are anticipated to be available in April. However, we are concerned that the issues from last year will persist, and it is uncertain when they will supply vehicles that are ordered.

We have explored vehicles from the previous contract holder who had some remaining vehicles in stock.

Budget	Description	Morrow (State contract)*	Bob Ridings
\$48,000.00	#1104 Truck - Chevy Dump/ Plow	\$49,993	\$52,878**
\$45,000.00	#1192 Truck - Ford F250 – 2 door/long bed	\$49,053	\$49,673
\$38,000.00	New truck/ projects/signs – 4 door/crew cab	\$53,273	\$52,993

*Existing pricing not available for ordering. New pricing expected in April.

**No longer available when contacted 2/23

We can continue to source other options for suitable vehicles that are in stock for this vendor and local sources, but it is unlikely that any dealers will hold these vehicles for us.

PREVIOUS COMMITTEE/BOARD ACTION:

The board has approved vehicle purchases annually through state purchasing when applicable.

REVENUE OR FUNDING IMPLICATIONS:

The items above are line items in the FY2023 Budget (10-101-000-57-5706-0000).

STAKEHOLDER PROCESS:

Not applicable.

LEGAL REVIEW:

TBD

ATTACHMENTS:

Previous state contract order sheet

Comparable pricing

ALTERNATIVES:

Staff would like the ability to purchase comparable vehicles that are currently available.

RECOMMENDATION:

Staff recommends the Board of Commissioners allow us to purchase vehicles that are currently available and comparable to what is offered by the state within 5% of the state cost.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038

**STATE OF ILLINOIS
FORD F250/350 SUPER DUTY PICKUP
GOVERNMENT PRICING**

ORDERING AGENCY: _____

CONTACT PERSON: _____ CELL: _____

FORD FLEET # _____ PURCHASE ORDER # _____

QUANTITY: _____ COST EACH: \$ _____

ADDRESS: _____

CITY: _____ ZIP CODE: _____ TAX EXEMPT # E999 _ _ _ _ _

PHONE: _____ FAX: _____ EMAIL: _____

TOTAL ORDER COST: \$ _____

SIGNATURE _____ TITLE _____

Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.

Morrow Brothers Ford Inc.
1242 Main Street
Greenfield, IL 62044

Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

The 23MY will be a short production run. With the Super Duty order bank having been closed for over a year, we anticipate more orders than we will be able to accommodate. Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.

2023 Ford Super Duty Truck Standard Equipment

Engine 6.8L V8 Gasoline	Tow hooks – front, two (2)
4-Wheel Disc Anti-Lock Brake System (ABS)	(5) LT245/75R17E AS Tires w/jack
Transmission TorqShift 10-speed automatic	Windshield wipers – intermittent
Air conditioning	Black vinyl floor covering
Power Windows/Locks/Mirrors	Outside Temperature Display
Remote keyless entry	Overhead console w/storage and map lights
Cruise Control w/Tilt, Telescoping Wheel	PowerPoint – auxiliary two (2) in dash
SYNC 4 Bluetooth Communications	Vinyl, split bench seat w/armrest, cup holder, storage
Rear View Back-Up Camera	Front & Side Airbags
Trailer tow mirrors with power/heated glass	SecuriLock® Passive Anti-Theft System
Tow Package w/Receiver Hitch & Wiring	Auto Lamp (Auto On/Off Headlamps)
Trailer Brake Controller	Audio – AM/FM stereo/MP3 Player
Tailgate – Removable w/key lock	In Bed Cargo Tie-Down Hooks (4)

Exterior Colors and Seating Options

<input type="checkbox"/> UM Agate Black Metallic	<input type="checkbox"/> AS Vinyl 40/20/40 Standard	\$0.00
<input type="checkbox"/> M7 Carbonized Gray Metallic	<input type="checkbox"/> 1S Cloth 40/20/40 Seating, Reg. or Ext. Cab	\$100.00
<input type="checkbox"/> PQ Race Red	<input type="checkbox"/> 1S Cloth 40/20/40 Seating, Crew Cab	\$300.00
<input type="checkbox"/> Z1 Oxford White	<input type="checkbox"/> LS Vinyl Bucket Seats for all Cabs	\$425.00
<input type="checkbox"/> HX Antimatter Blue Metallic	<input type="checkbox"/> 4S Cloth Bucket Seat(s) Reg. or Ext. Cab	\$525.00
<input type="checkbox"/> JS Ingot Silver Metallic	<input type="checkbox"/> 4S Cloth Bucket Seats Crew Cab	\$625.00
<input type="checkbox"/> D1 Stone Gray Metallic	<input type="checkbox"/> VSO Paint: Green, Orange, Yellow, etc.	\$860.00

F250 / F350 Pickup Configurations and Options

<input type="checkbox"/> F250 Regular Cab 4x2 8' Bed	\$42,265.00	<input type="checkbox"/> F350 Regular Cab 4x2 8' Bed	\$43,635.00
<input type="checkbox"/> 99N/44G 7.3L V8 Gasoline Engine	\$1,685.00	<input type="checkbox"/> 99T/44G 6.7L V8 Turbo Diesel Engine	\$9,870.00
<input type="checkbox"/> Extended Cab 6' 6" Bed	\$5,656.00	<input type="checkbox"/> Extended Cab 8' Bed	\$5,956.00
<input type="checkbox"/> Crew Cab 6' 6" Bed 4 Full Doors	\$4,160.00	<input type="checkbox"/> Crew Cab 8' Bed 4 Full Doors	\$4,460.00
<input type="checkbox"/> 4x4 Four Wheel Drive	\$4,243.00	<input type="checkbox"/> E-Locking Rear Axle	\$390.00
<input type="checkbox"/> TBM 17" All-Terrain Tires	\$160.00	<input type="checkbox"/> TDX 18" All-Terrain Tires (F350 only)	\$710.00
<input type="checkbox"/> 47B Plow Prep Dual Batteries, HD Alternator	\$720.00	<input type="checkbox"/> 66S Up-Fitter Switches (6)	\$160.00
<input type="checkbox"/> 18B Platform Running Boards	\$420.00	<input type="checkbox"/> 85G Tailgate Step	\$375.00
<input type="checkbox"/> GSB Grip Strut Running Boards	\$510.00	<input type="checkbox"/> 87S Bed Side or 87B Corner Step	\$330.00
<input type="checkbox"/> 41H Engine Block Heater	\$100.00	<input type="checkbox"/> 52S Interior Work Surface	\$140.00
<input type="checkbox"/> 17Z Off-Road Pkg LT285 Tires, S. Plate, E-Lock	\$990.00	<input type="checkbox"/> 592 Roof Clearance Lights	\$60.00
<input type="checkbox"/> 96V Fog Lights, Chrome Bumpers	\$225.00	<input type="checkbox"/> 43B Rear Defrost w/Dark Glass	\$85.00
<input type="checkbox"/> 85S Spray in Bed Liner	\$610.00	<input type="checkbox"/> 85L Drop in Plastic Bed Liner	\$390.00
<input type="checkbox"/> 43K 2kW On Board Pro Power	\$1,310.00	<input type="checkbox"/> 43C 120V/400W In Dash Outlet	\$175.00
<input type="checkbox"/> 66L In Bed LED Lighting	\$70.00	<input type="checkbox"/> 53W Gooseneck Hitch Prep Pkg.	\$580.00
<input type="checkbox"/> 76S Remote Start System	\$260.00	<input type="checkbox"/> WTX WeatherTech Floor Liners	\$220.00
<input type="checkbox"/> 61N Wheel Well Liners	\$320.00	<input type="checkbox"/> 62S Body Molded Splash Guards (4)	\$290.00
<input type="checkbox"/> FEM Fire Extinguisher w/mount	\$170.00	<input type="checkbox"/> 76C Back-Up Alarm	\$125.00
<input type="checkbox"/> KWR Extra Key w/Remote	\$190.00	<input type="checkbox"/> CDS CD ROM Service Manual	\$275.00
<input type="checkbox"/> DL1 Delivery Per Single Unit	\$295.00	<input type="checkbox"/> MLT New M License/Title	\$225.00
<input type="checkbox"/> APO Agency Pick Up NO FUEL	\$0.00	<input type="checkbox"/> APF Agency Pick Up Full of Fuel	\$160.00

Snow Plows and Spreaders

Plows include: Quick attach, E-hydraulic, Power angle, raise, lower, high carbon edge, halogen lights

<input type="checkbox"/>	Western 8' Pro PLUS Plow	\$7,985.00	<input type="checkbox"/>	Upgrade to LED Plow Lights	\$490.00
<input type="checkbox"/>	Western 8' 6" V-Plow	\$8,985.00	<input type="checkbox"/>	Rubber Snow Deflector	\$240.00
<input type="checkbox"/>	Western Wide-Out 8'-10' Plow	\$10,185.00	<input type="checkbox"/>	SaltDogg Tailgate Spreader	\$2,885.00

LED Warning Lights, Cab Guard, Ladder Rack, Liftgate, Caps, Toppers

<input type="checkbox"/>	Whelen 16" Century Minibar	\$890.00	<input type="checkbox"/>	Whelen 4 Corner LED Warning	\$890.00
<input type="checkbox"/>	Whelen RST Traffic Director	\$1,190.00	<input type="checkbox"/>	Whelen 54" Liberty II Lightbar	\$2,770.00
<input type="checkbox"/>	Cab Guard / Headache Rack	\$875.00	<input type="checkbox"/>	Ladder Rack 700# capacity	\$1,770.00
<input type="checkbox"/>	1,500# Alum. Platform Liftgate	\$4,879.00	<input type="checkbox"/>	1,500# Steel Platform Liftgate	\$4,780.00
<input type="checkbox"/>	Fiberglass Bed Cover	\$2,890.00	<input type="checkbox"/>	Cab High Fiberglass Topper	\$3,890.00
<input type="checkbox"/>	Locking Aluminum Tool Box	\$980.00	<input type="checkbox"/>	Tri-Fold Bed Cover	\$1,910.00

Service Body and Options

<input type="checkbox"/>	6 Compartment 8' Service Body, White	\$10,890.00	<input type="checkbox"/>	Flip-Tops for Service Body	\$990.00
<input type="checkbox"/>	Master Locking System	\$760.00	<input type="checkbox"/>	CTech Drawers starting at	\$1,180.00
<input type="checkbox"/>	Adjustable Hook Set (Pair)	\$140.00	<input type="checkbox"/>	LED Compartment Lighting	\$980.00
<input type="checkbox"/>	In Bed Cargo Area LED Work Light	\$370.00	<input type="checkbox"/>	Spray Liner Floor, Walls, Gate and Bumper	\$990.00
<input type="checkbox"/>	Paint other than white	TBD	<input type="checkbox"/>	E-Track w/2 Ratchet Straps	\$580.00

Requests / Notes:

Trade In Vehicle Information

VIN: _____ Miles: _____ Color: _____

Condition: _____

Email pictures to: richie@morrowbrothersfordinc.com

Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Thursday, January 19, 2023

JOE THEMEL
WHEATON PARK DISTRICT
1000 MANCHESTER RD
WHEATON, IL 60187

Dear Joe:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new truck, note that ordering has expired but Bob Ridings has arranged for a few extras; this one is ordered with production and delivery TBD in the spring or summer. Contact me with any questions and thanks,

1	2023 Ram 3500 Regular Cab 4x4 (DD8L63) CHASSIS ONLY	
	Includes: All Standard Equipment, Tradesman Pkg (2GA)	143" Wheelbase
	(ESB) 6.4 Litre HEMI V8 w/8spd Automatic	52 Gallon Rear Fuel Tank
	Power Steering and Brakes, 4 Wheel Anti-Lock Brakes, Traction Control	
	Air Conditioning	Tilt Wheel & Cruise Control
	UConnect 3 w/5" Screen	AM/FM Stereo
	(PW7) White Ext, (V9X9) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	(A61) Tradesman Level I Group w/Power Windows/Locks/Remote Keyless	
	(WLA) Dual Rear Wheels	(DSA) Anti Spin Limited Slip Axle
	(LM1) Daytime Running Lights	(LHL) Upfitter Switch Panel
	BASE COST	\$49,845.00
ADD	(TV3) LT235/80R17E All Terrain Tires	\$250.00
	ADD SPARE TIRE (TBB)	\$395.00
	(MRU) Factory Black Tubular Side Steps	\$495.00
	(XHC) Built in Factory Trailer Brake	\$465.00
	(AHD) Snowplow Prep Pkg w/Skid Plate	\$275.00
	(XCH) 2 Extra Remote Keys, (4) Total	\$250.00
	(JKV) 115V Power Outlet on Dash	\$250.00
	(XAW) Backup Alarm	\$145.00
	Delivery to your Location	\$295.00
	New Municipal Title & Lic	\$213.00
	YOUR COST, P/O # Pending	\$52,878.00

OPTIONS AVAILABLE

CRYSTEEL Tipper 2-3yd Dump Body Packages **See at www.crysteel.com**
Includes 87" Inside Width, 14" Sides w/Board Pockets, 10ga Floor, 12ga Sides, Cab Shield w/Screen Window, 20" Double Acting Removable Tailgate w/One Hand Release, Dirt Shedding Rails & Pillars. Includes Crysteel LB500 Electric Holst w/Power Up, Gravity Down, 45 Degree Dump Angle & 17" Stroke.

ALSO INCLUDES Class V Hitch Receiver Tube w/pintle plate **YOUR COST \$15,585.00**
SELECT ☐ Fixed Sides Included ☐ Fold Down Sides \$895.00

STAINLESS CRYSTEEL 2-3yd Dump Body Pkg. 9ft Standard Length **YOUR COST \$23,945.00**
SELECT ☐ Fixed Sides Included ☐ Fold Down Sides \$3450.00

15" Amber LED Light w/Level Bracket **\$750.00** **Built in 4 Way Strokes, Amber LED \$995.00**

WESTERN Snowplows, Installed with Ultra-Mount, Snow Deflector & Hand Held Controller
Western 8.5 ft Pro PLUS \$7495.00 8.5ft MVP3 V-Plow \$8295.00 8.5ft Prodigy Plow \$8495.00
Western 9.0 ft Pro PLUS \$7595.00 9.5ft MVP3 V-Plow \$8745.00 8-10ft WIDE OUT \$9545.00

13,500 GVWR, Approx 4500 lb Payload, Approx 14,000 Trailer Weight, 22,000 GCWR

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.

Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager

Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Friday, January 20, 2023

JOE THEMEL
WHEATON PARK DISTRICT
1000 MANCHESTER RD
WHEATON, IL 60187

Dear Joe:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new vehicles, note that ordering has expired but Bob Ridings has ordered a few extras with production and delivery still TBD. Contact me with any questions and thanks,

1	2023 Ford F250 CREW Cab 4x4 (W2B) Pickup w/6.75ft SHORT Bed	CREW Cab
	CREW Cab includes FULL rear doors and FULL rear seat	
	Includes All Standard XL Pkg Equipment, Pkg 600A	
	NEW 6.8 Litre V8 w/10spd Automatic	10,000 GVWR
	Air Conditioning	Tilt Wheel & Cruise Control
		Electric Shift on the Fly 4x4
	NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs	
	AM/FM w/SYNC 4 Bluetooth & 8" Touchscreen Controls & Rearview Camera	
	AutoLamp On/Off Headlamps & Programmable (942) Daytime Running Lamps	
	Trailer Pkg w/HD Cooling, Class IV Hitch, 7 Wire Harness & Factory Trailer Brake	
	Power Heated Trailer Tow Mirrors, Extendable AND MORE!	
	BASE COST	\$49,795.00
ADD	110V Power Outlet	\$175.00
	Chrome Bumper Décor	\$225.00
	67B HD Alternator	\$115.00
	86M DUAL Batteries	\$200.00
	Aux Rear Springs & Stabilizer & Snowplow Prep Pkg	\$305.00 (HD Front Springs)
	3.73 Electronic Locking Axle	\$415.00
	TBM All Terrain Tires	\$160.00
	Factory Upfilter Switch Panel	\$160.00
	Roof Clearance Lights	\$95.00
	Factory Black Running Boards	\$445.00
	✓ Power Sliding Rear Window	\$395.00
	NOT ORDERED Bedliner	
	Pickup in Taylorville	
	Delivery to your Location	\$295.00
	New Municipal Lic & Title	\$213.00
(Z1) White OR (PQ) Bright Red Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering		
	YOUR COST, P/O # Pending	\$52,993.00
OPTIONS AVAILABLE		
15" Amber LED Light w/Backrack Cab Protector	\$995.00	RHINO Liner Spray in Bedliner \$695.00
Built In Parking Lamp Strobes, Amber/White LED	\$750.00	
A.R.E V-Series Body Color Fiberglass Topper,		WeatherTech Premium Floor Liners, Frt Pr \$150.00
Cab Height, Deep Tint Side Windows	\$2795.00	Front & Rear Set \$235.00
ADD Swing Up Side Windows	\$350.00	A.R.E Fiberglass Tonneau Cover \$2345.00
WESTERN Snowplows, Installed with Ultra-Mount, Snow Deflector & Hand Held Controller		
Western 8ft ProPlow PLUS	\$7395.00	8.5 ft Pro PLUS \$7495.00
		8.5ft MVP3 V-Plow \$8295.00

10,000 GVWR, Payload Approx 3000lb, 19,500 GCWR, Max Trailer Wt Approx 12,000lb

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.

Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager

Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Friday, January 20, 2023

JOE THEMEL
WHEATON PARK DISTRICT
1000 MANCHESTER RD
WHEATON, IL 60187

Dear Joe:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new vehicles, note that ordering has expired but Bob Ridings has ordered a few extras with production and delivery still TBD. Contact me with any questions and thanks,

1 2023 Ford F250 REGULAR Cab 4x4 (F2B) Pickup w/8ft LONG Bed
Includes All Standard XL Pkg Equipment, Pkg 600A
NEW 6.8 Litre V8 w/10spd Automatic 10,000 GVWR
Air Conditioning Tilt Wheel & Cruise Control Electric Shift on the Fly 4x4
NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs
AM/FM w/SYNC 4 Bluetooth & 8" Touchscreen Controls & Rearview Camera
AutoLamp On/Off Headlamps & Programmable (942) Daytime Running Lamps
Trailer Pkg w/HD Cooling, Class IV Hitch, 7 Wire Harness & Factory Trailer Brake
Power Heated Trailer Tow Mirrors, Extendable AND MORE!
BASE COST \$46,995.00
ADD 110V Power Outlet \$175.00
Chrome Bumper Décor \$225.00
67B HD Alternator \$115.00
86M DUAL Batteries \$200.00
Aux Rear Springs & Stabilizer & Snowplow Prep Pkg \$305.00 (HD Front Springs)
3.73 Electronic Locking Axle \$415.00
TBM All Terrain Tires \$160.00
Factory Uplifter Switch Panel \$180.00
Roof Clearance Lights \$95.00
Factory Black Running Boards \$320.00 NOT ORDERED Bedliner
Pickup in Taylorville
Delivery to your Location \$295.00
New Municipal Lic & Title \$213.00
(Z1) White OR (PQ) Bright Red Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering
YOUR COST, P/O # Pending \$49,673.00
OPTIONS AVAILABLE
15" Amber LED Light w/Backrack Cab Protector \$995.00 RHINO Liner Spray in Bedliner \$695.00
Built in Parking Lamp Strobes, Amber/White LED \$750.00
WeatherTech Premium Floor Liners, Frt Pr \$150.00
Front & Rear Set \$235.00
A.R.E V-Series Body Color Fiberglass Topper,
Cab Height, Deep Tint Side Windows \$2795.00
ADD Swing Up Side Windows \$350.00 A.R.E Fiberglass Tonneau Cover \$2345.00
WESTERN Snowplows, Installed with Ultra-Mount, Snow Deflector & Hand Held Controller
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10,000 GVWR, Payload Approx 3000lb, 19,500 GCWR, Max Trailer Wt Approx 12,000lb

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2023 Seven Gables Park Tennis Court Color Coating

DATE: February 23, 2023



SUMMARY:

As a continuation of our maintenance of sports courts based on priority and condition, staff requested bids to perform work at the Seven Gables Park Tennis Courts, including 654 LF of crack filling, color coating and restriping.

Bids were solicited on February 9, 2023, and were sent to 42 bidders. Addendum #1 was sent out on February 17, 2023. The bids were opened on February 23, 2023. The results were as follows:

Contractor	BASE BID - Seven Gables Park Tennis Court Color Coating	Unit Cost - Crack Filling Cost / LF
U.S. Tennis Court Construction Company	\$24,500.00	\$5/LF
American Sealcoating of Indiana Inc.	\$26,970.00	\$4/LF

Even though only two bids were received, the amount was under staff estimates, and U.S. Tennis Court Construction Company has successfully completed many paving and tennis court projects for the Park District in the past.

PREVIOUS COMMITTEE/BOARD ACTION:

None

REVENUE OR FUNDING IMPLICATIONS:

Budget Item	Account #
\$30,000	40-800-835-53-5393-0000 – Seven Gables Tennis Court Color Coating

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

Contract documents were provided by our legal counsel.

ATTACHMENTS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners accept the bid from U.S. Tennis Court Construction Company for \$24,500.00 plus a 10% (\$2,450.00) contingency for unforeseen conditions.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Rice Pool Water Slide Painting & Repairs

DATE: February 22, 2023



SUMMARY:

The three water slides at Rice Pool require painting and surface repairs approximately every five years. In 2018 some superficial stress cracks were identified on the tops of the slides outside of the normal path of travel. This is the last time we performed the repairs and painting utilizing IPS Inc.

Quotes were obtained to have a company perform this work again in 2023.

The scope of work includes:

- Sanding existing surface
- Repairing cracks and chips
- Caulking
- Gel coat putty
- Applying gelcoat paint
- Wet sanding

Company	Amount
IPS Inc., Sandwich, IL	\$28,500
Slide Pros, Orongo, MO (Interior Sum for all three slides)	\$56,690
Safe Slide Restoration	\$88,346

This is relatively specialized work that required going out of state to obtain multiple quotes. IPS Inc. is the company that previously completed this work for the district and their pricing in relation to other quotes is in line with what was seen in the past. Staff was pleased with their previous work.

PREVIOUS COMMITTEE/BOARD ACTION:

N/A

REVENUE OR FUNDING IMPLICATIONS:

\$14,000 is included in FY 2023 budget (20-101-232-53-5347-0000) for Paint.

\$18,000 is included in FY 2023 budget (40-800-846-53-5393-0000) Painting at Rice Pool.

STAKEHOLDER PROCESS:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

IPS Proposal

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with IPS Inc. in the amount of \$28,500 with a contingency of \$2,850 for water slide painting and repair at Rice Pool.

IPS Inc.

Waterslide Resurfacing & Instillation

1305 Briarwood Lane, Sandwich, IL 60548

Phone: 815-482-6726

Email-ips@indianvalley.com

PROPOSAL AND AGREEMENT

For general repair or coating

IPS Waterslides Inc. herein proposes and agrees with Wheaton Park District to the following:

PROPOSAL

1. IPS Inc. proposes to perform general repair and or coating of 3 waterslide(s) identified as/or/at: ***Wheaton Park District Rice Pool Water Park.***
2. The following steps will be used to complete this project:
 - Walk-through (with the parties whose signatures are placed upon this agreement) to inspect and identify areas in need of repair. If the repairs are so significant as to warrant an amended a proposal will be submitted as appropriate. ***The walk through can be waived if photographs and projects specifications are provided to IPS Inc. or IPS Inc. possess knowledge of the project and both parties concede that said knowledge is sufficient to enter this agreement.***
 - Repair as needed (see back page).
 - Apply coating (see back page).
 - Conduct a post project walk-through once the walk-through is completed and parties are satisfied, payment is due as agreed to herein.

AGREEMENT

3. WHEATON PARK DISTRICT agrees to provide (as necessary) a source of water, electrical power, and disposable facilities.
4. WHEATON PARK DISTRICT agrees to keep all personal off the waterslide surface until advised by IPS Inc. that people may use the waterslide(s).
5. IPS Inc. proposes and WHEATON PARK DISTRICT agrees that the cost of this project will be: ***\$see back page.***
6. Payment to be made in the following manner: **50% deposit 50% upon completion.**

7. Any adjustments, changes, or additions to this proposal suggested or made by either party must be in the form of a written counter-proposal, amendment or addendum. No changes will be accepted or binding if put forward verbally only.

This agreement is considered binding only after both parties have attached their signatures hereto and have signed copies on file.

IPS INC.

WHEATON PARK DISTRICT

December 13, 2022

RESOLUTION CLAUSE

IPS Inc., as indicated by applicable Illinois statutes, regulations, ordinances, and case law as well as any applicable federal statutes, regulations, or case law, reserves the right to seek resolution, protection and/or award from third party should the conditions of this agreement be breached or violated by direct or indirect actions of WHEATON PARK DISTRICT their agents or employees. If a third party resolution is sought by IPS Inc., IPS Inc. will notify WHEATON PARK DISTRICT in a manner consistent with and prescribed by the aforementioned legal assets.

PROPOSAL: Resurface Interior Portion of 3 Waterslides.

Process:

1. Sand and prep interior surface of the waterslides.
2. Fiberglass repair trouble areas (cracks, chips, spiderwebbing).
3. Gel-Coat putty over repaired areas (this process blends repaired surface with the rest of the waterslide surface).
4. Apply Iso-thallic gel-coat (blue) to interior surface.
5. Wet sand to remove any roughness that may have formed on the surface.

Materials/Equipment/Labor/Travel/Shipping

Total Price Estimate.....\$28,500.00

3 year warranty 1st year full warranty remaining 2 years product warranty only.

This price is valid for 30 days.

Thank you for the opportunity to provide this service.

Brad Inman

TO: Board of Commissioners
FROM: Rob Sperl, Director of Parks and Planning
THROUGH: Michael Benard, Executive Director
RE: 2023 Wheaton Municipal Band License Agreement for Memorial Park Use
DATE: March 1, 2023



SUMMARY:

Our agreement with the Wheaton Municipal Band has been revised for the current year.

The agreement can auto-renew each year. However, there have been some minor changes in the dates of use and an increase in the rates for park staff.

PREVIOUS COMMITTEE/BOARD ACTION:

The previous agreement was reviewed by the board in March 2022.

REVENUE OR FUNDING IMPLICATIONS:

The cost of staff will be billed at actual rates.

STAKEHOLDER PROCESS:

The Wheaton Municipal band has reviewed this agreement.

LEGAL REVIEW:

Our legal counsel reviewed and provided the form of this agreement in 2022.

ATTACHMENTS:

WMB License Agreement for Memorial Park Use

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approved the revised License Agreement with the Wheaton Municipal Band for Memorial Park Use.

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement ("Agreement") is made and entered into this 15th day of March 2023 ("Effective Date") by and between City of Wheaton, Illinois, an Illinois home rule municipality ("City") and Wheaton Park District, an Illinois park district and unit of local government ("Park District"). City and the Park District are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Park District owns certain real property located in Wheaton, Illinois commonly referred to as Memorial Park ("Park Property"); and

WHEREAS, the Park Property includes a variety of amenities, including a newly constructed bandshell facility ("Bandshell"); and

WHEREAS, the City funds and operates the Wheaton Municipal Band ("WMB"), and WMB has used portions of the Park Property for concerts since 1952, and more recently, has utilized the Bandshell for storage, rehearsal, and a summer concert series traditionally held on Thursday nights; and

WHEREAS, WMB is a voluntary association of band musicians, band administrative staff and a band director, who are all independent contractors and not City employees, pursuant to independent contractor contracts between the City and the WMB participants; and

WHEREAS, the City, subject to the approval of the City Council, manages and budgets the WMB through its "Band Commission" (Ch 2 Sec 2-282 et seq.) and effectuation of its independent contractor agreements; and

WHEREAS, the Park District recently completed a major capital improvement project in Memorial Park, including the construction of a new Bandshell facility which will serve to support and enhance WMB's activities; and

WHEREAS, due to the Park District's significant investment in the renovation of Memorial Park and the Bandshell, the Park District's Board of Park Commissioners ("Park Board") desires to formalize the Park District's relationship with the City for purposes of WMB's access to, operations, and use of portions of Memorial Park and the Bandshell (collectively, the "Licensed Premises"), for storage, rehearsal, and the summer concert series (collectively, the Licensed Activities"); and

WHEREAS, the Park Board finds and hereby declares that it is in the best interests of the Park District and its residents to grant the City a license for WMB to use the Licensed Premises for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

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

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement.

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

2.1 Insurance. The City, on behalf of the WMB shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement. WMB shall provide coverage that is at least as broad as:

- A. Comprehensive general liability insurance, including contractual liability coverage, with coverage of no less than \$1,000,000 per occurrence.

The Park District, and its elected and appointed officials, officers, employees, agents, and volunteers (collectively the “Additional Insureds”) shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the City’s insurance and shall not contribute with it. The Park District shall have the right, but not the obligation, to prohibit WMB and any of its officers, officials, employees, volunteers, agents or invitees from entering the Licensed Premises until evidence that insurance has been placed in compliance with the requirements of this Article is received by the Park District.

ARTICLE 3 WMB’S USE OF THE LICENSED PREMISES

3.1 Grant of non-exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants the City for use by WMB the following rights (“License”):

- A. Access. WMB and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Premises for the Licensed Activities during the term of this Agreement. For purposes of clarification, the Licensed Premises is more accurately described and depicted in Exhibit A, attached hereto and incorporated herein by reference. In addition to the terms and conditions set forth in this Agreement, WMB’s access to and use of the Licensed Premises shall also be governed by the Park District’s Bandshell Use Guidelines, as may be amended from time to time, a current copy of which is attached hereto as Exhibit B and incorporated herein by reference.

- B. Ingress/Egress. WMB and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park Property for the limited purpose of enabling reasonable access to and use of the Licensed Premises.

3.2 Dates and Times. WMB shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, during the dates and times set forth on Exhibit C, attached hereto and incorporated herein by reference. The dates and times set forth on Exhibit C shall be amended on an annual basis by mutual written agreement of the Parties to reflect the performance and practice schedule for the upcoming year. The dates and times set forth on Exhibit C may be further amended from time to time during the term of this Agreement by mutual written agreement of the Parties. WMB may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours subject to availability and based on the mutual agreement of the Parties.

3.3 License Fee. There shall be no fee for the License granted hereunder. However, the City shall be responsible for reimbursing the Park District for all direct costs associated with WMB's access to and use of the Licensed Premises, including the costs for a facility support attendant provided by Park District. The 2023 estimated hourly staff rate is \$28 per hour and overtime rate is \$42 per hour. The Park District reserves the right to modify the estimated hourly staff rates from time to time during the term of this Agreement, and shall notify City of any such changes in writing.

3.4 Hazardous Materials. No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Property or the Licensed Premises. As used in this Agreement, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. Seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. Seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. Seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

3.5 Compliance with Laws; Manner of Use. The City shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations, and codes in its conduct of the Licensed Activities and manage WMB in the same manner, while it uses the Licensed Premises so that WMB shall conduct, and shall cause its officers, officials, employees, agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. The City shall not nor shall it permit WMB to make or permit to be made

any use of the Licensed Premises which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. The City shall require WMB to cooperate with the Park District, the City, and the Wheaton Police, Fire and Building Departments, and shall strictly follow all public safety requirements regarding its use of the Licensed Premises and its conduct of the Licensed Activities. WMB shall comply fully with any and all federal, state, and local laws, rules, regulations, ordinances, orders, guidelines, or directives of any kind related to the COVID-19 pandemic, including but not limited to the Restore Illinois Plan, guidance issued by the DCEO, Illinois Department of Public Health, CDC, any other federal, state, or local agencies or departments, any other executive orders issued by the Governor of the State of Illinois, and any rules, regulations, policies or procedures issued by the Park District all as may be amended from time to time

3.6 Waiver and Release of Liability. The City acknowledges and agrees that WMB shall conduct the Licensed Activities entirely at the City's own risk. The City on behalf of WMB acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. The Park District shall not be liable or responsible for damage caused by fire, vandalism, or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of the Park District. To the fullest extent permitted by the laws of the State of Illinois, the City on behalf of WMB hereby forever waives, relinquishes and discharges the Park District, and its elected and appointed officials, officers, employees and agents from any and all claims of every nature whatsoever, which WMB may have at any time against the Park District Indemnitees, including without limitation claims for personal injury or property damage sustained or incurred by WMB or any person claiming by, through or under WMB, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Premises, or use by the WMB of the Licensed Premises. Nothing in this Agreement shall be deemed or interpreted to waive, release, or in any manner compromise either the Park District or the City privileges or immunities which are fully reserved by the Park District and the City to the maximum extent allowed by law. There are no intended third person beneficiaries of this Agreement.

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

3.8 Reservation of Rights. The License granted hereunder is not exclusive, and the Park District reserves the right to continue its use and the public's use of the Park Property and the Licensed Premises. The Park District shall have the right to use the Park Property, including the Licensed Premises, at any time for any purpose which does not unreasonably interfere with the Licensed Activities during the term of this Agreement. Any rights to the Licensed Premises not

specifically granted to the City and WMB under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Premises at any time(s) to inspect, maintain or repair the Park Property, including the Licensed Premises and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

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

4.2 Notice of Claims. The Park District shall promptly give written notice of its claim to the City whenever the Park District shall have determined that there are facts or circumstances that render the City liable for indemnification under this Agreement. Such notice (the "Claim Notice") shall set forth in reasonable detail the basis for the claim. If any claim for indemnification arises out of a claim asserted by a third party (a "Third-Party Claim"), the Park District shall serve the Claim Notice within thirty (30) days of its receipt of such claim asserted by a third party.

4.3 Third-Party Claims. If the Claim Notice states that a Third-Party Claim has been asserted against the Park District, the City shall have thirty (30) days after its receipt of the Claim Notice to acknowledge to the Park District, in writing, that the City intend to control the defense of the Third-Party Claim through counsel of its own choosing, including settlement.

4.4 Cooperation. Each Party shall cooperate with the other in connection with the indemnifications contained in this Article 4, including, without limitation, making available to the other all relevant information reasonably available to it that is material to the defense of a Third-Party Claim.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and shall extend through December 31, 2023. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party gives the other Party written notice of its intent not to renew not less than ninety (90) days prior to the expiration of the then current term.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately upon City's or WMB's failure to remedy any breach or default of any term, obligation, or condition of this Agreement within thirty (30) days after written notice of such breach is delivered to City. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date that remains unsatisfied on the effective date, including but not limited to any obligation under Paragraphs 2.1, 3.6 and 4.1 above.

ARTICLE 6 NOTICES

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

If to the City:	City Clerk City of Wheaton 303 West Wesley Street Wheaton, Illinois 60187
If to the Park District:	Wheaton Park District 102 E. Wesley St. Wheaton, IL 60187 Attn: Michael Benard, Executive Director Email: mbenard@wheatonparks.org

Notice by facsimile transmission is not permitted.

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

7.2 Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

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

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

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

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

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

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

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

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

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

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

7.13 No Third-Person Beneficiaries. This Agreement does not confer any rights or benefits on any third person.

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

7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Park District or the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

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

CITY OF WHEATON, ILLINOIS

By:_____

Date:_____

Its:_____

Attest:_____

Its:_____

WHEATON PARK DISTRICT

By:_____

President, Board of Park Commissioners

Date:_____

Attest:_____

Secretary, Board of Park Commissioners

EXHIBIT A

Depiction of Licensed Premises



Areas blacked out are not to be accessed by the WheatonMunicipal Band during use of Memorial Park Bandshell.

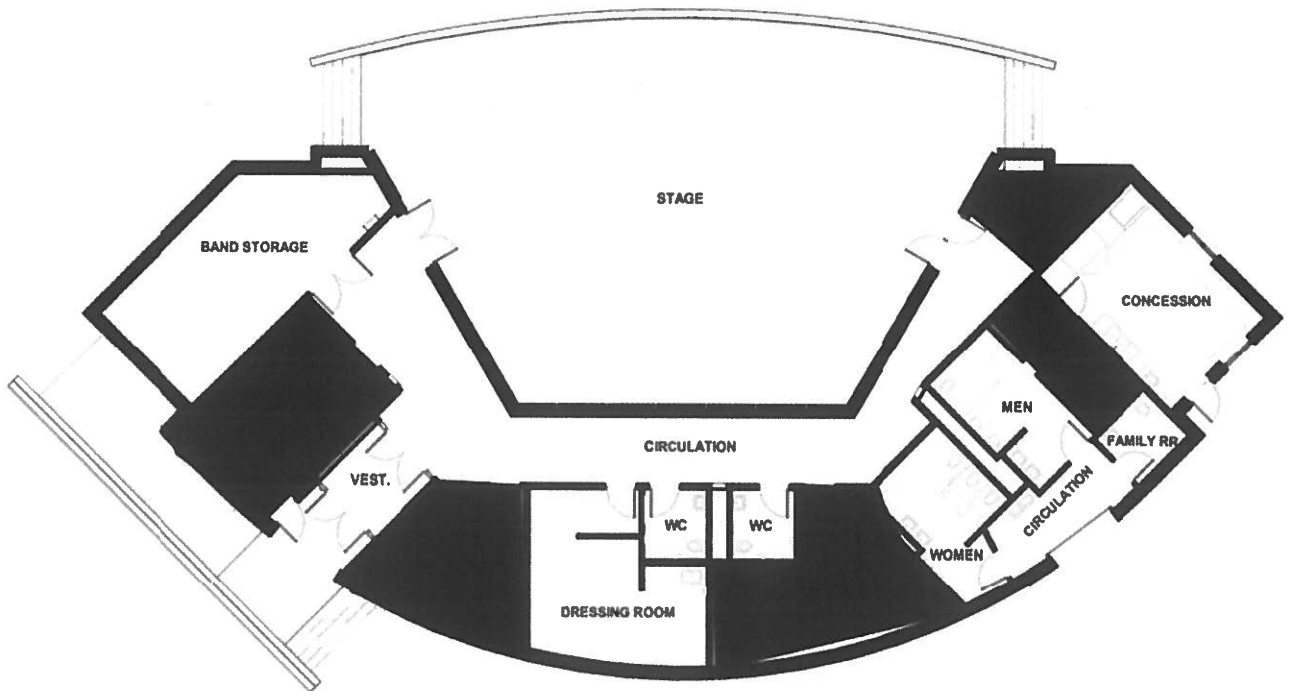


EXHIBIT B



Memorial Park Bandshell Use Guidelines for Wheaton Municipal Band

- A) WMB is authorized to sell merchandise at each performance. If the WMB wishes to sell pre-packaged food and beverages, they must provide the Wheaton Park District with a written plan for managing concession sales in compliance with DuPage County Health Department Guidelines.
- B) PARK DISTRICT agrees to provide a private and secure storage area for the Band no earlier than the Monday following the Cream of Wheaton event (typically the first Monday of June). Subject to the approval of the Wheaton Park District, the WMB may continue to utilize this area for the storage of certain equipment beyond the termination date of this License Agreement.
- C) WMB is authorized to place, at their own cost, one (1) refrigerator within the WMB storage area referenced in item B with an electrical pull not to exceed 20 amps. Said refrigerator must be emptied, cleaned, and unplugged within seven (7) days of the last Performance date listed in this License Agreement.
- D) PARK DISTRICT will provide a door access code for the WMB storage area referenced in item B. Building keys and alarm codes will not be provided. With advance notice and subject to the approval of the Wheaton Park District, WMB may secure access to the Licensed Premises on days and times outside of those listed in the License Agreement.
- E) WMB is authorized access to the following areas within the Building: WMB storage room, backstage hallway, backstage restrooms, stage, one (1) dressing room (Dressing Room A), and the concession area for use by the Friends of the Municipal Band. Subject to the approval of the Wheaton Park District, the second dressing room may be made available during performances involving a guest conductor.
- F) WMB and the Friends of the Municipal Band, may occupy the concession sales area for pre-packaged food and beverage services on performance nights as listed in this License Agreement. Access of the concession area by the WMB and the Friends of the Municipal Band begins at 5:00 pm on performance nights. WMB concession supplies are to be stored within the storage area and refrigerator referenced in items B and C. WMB will not have access to refrigeration and storage areas within the concession area on performance nights. The Concession area must be cleaned and returned to its original state after each use including washing and sanitizing all used surface and glass areas, removal of garbage from the room, and supplies and equipment removal.
- G) The Friends of the Wheaton Municipal Band must also provide a Certificate of Insurance naming the Wheaton Park District as additionally insured at the limits described in Article 2 of this License Agreement related to their occupancy and use of the concession stand as described in item F.

- H) WMB may not alter the dressing rooms or use them for storage beyond performance nights.
- I) PARK DISTRICT will provide a minimum one (1) Park District facility attendant per rehearsal night and one (1) Park District facility attendant per performance night as described in the License Agreement. The facility attendant will perform the following duties: provide access to the facility, unlock and maintain the backstage and public restrooms, facilitate access required by the WMB and Friends of the Band, garbage removal, general site maintenance and assistance and to support the electrical, sound, and lighting access required by the WMB.
- J) PARK DISTRICT will provide WMB logo and branding guidelines for use on promotional and marketing materials. The Park District Director of Marketing will be given a minimum of five (5) business days to approve all promotional materials, websites, or ticketing that will contain the Park District brand, logo, or identifying information as owners of the property.

EXHIBIT C

Dates of Times for Access and Use of Licensed Premises

2023 Performance & Practice Schedule

Date	Time+	Specific Performance Use
Wednesday, June 7	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 8	5:30 p.m. to 10:30 p.m.	Concert / Performance
Wednesday, June 14	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 15	5:30 p.m. to 10: 30 p.m.	Concert / Performance
Wednesday, June 21	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 22	5:30 p.m. to 10: 30p.m.	Concert / Performance
Wednesday, June 28	5:00 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, June 29	5:00 p.m. to 10: 30 p.m.	Concert / Performance
Wednesday, July 5	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 6	5:30 p.m. to 10: 30 p.m.	Concert / Performance
Wednesday, July 12	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 13	5:30 p.m. to 10: 30 p.m.	Concert / Performance
Wednesday, July 19	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 20	5:30 p.m. to 10: 30 p.m.	Concert / Performance
Wednesday, July 26	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, July 27	5:30 p.m. to 10: 30 p.m.	Concert / Performance
Wednesday, August 2	5:30 p.m. to 10:45 p.m.	Rehearsal / Practice
Thursday, August 3	5:30 p.m. to 10: 30 p.m.	Concert / Performance
Saturday, August 5	8 a.m to 9 a.m.; 10:30 p.m. to 11:15 p.m.	Percussion Load Out/In

+ Based on the City of Wheaton Ordinance No. O-2019-21 section C. CESSATION OF AMPLIFIED SOUND: All amplified sound shall cease at 9:30 p.m. On rehearsal evenings non-amplified sound is permitted until 10:15 p.m.

MEMORIAL PARK

REVIEW OF 2022 PROGRAMMING



MEMORIAL
PARK

2022 RECAP

2022 was a great summer at Memorial Park. With events of all types, Memorial Park brought the community together as there was truly something for everybody to enjoy. 2022 saw the return of Cream of Wheaton, Wheaton Brew and Seltzer Fest, Shakespeare in the Park, and the Summer Entertainment Series.



The Summer Entertainment Series hosted a variety of bands and genres within Memorial Park. The entertainment was well-received by the almost 9,000 attendees. The park opened at 5P on each concert night, with the first band starting at 6P and second band beginning at 7:30P. All music ended at 9:30P and concessions closed at 9:30P, with last call at 9:15P. The Summer Entertainment Series included two "Free Family Night" concerts on Mondays, July 11 and August 8. Due to lower than expected ticket sales for Chicago Philharmonic and Bella Cain, those two performances were offered as free concerts. In September, the DuPage Symphony was invited to perform, which was also a free performance for attendees.



2022 MEMORIAL PARK PROGRAMMING



CITY OF WHEATON

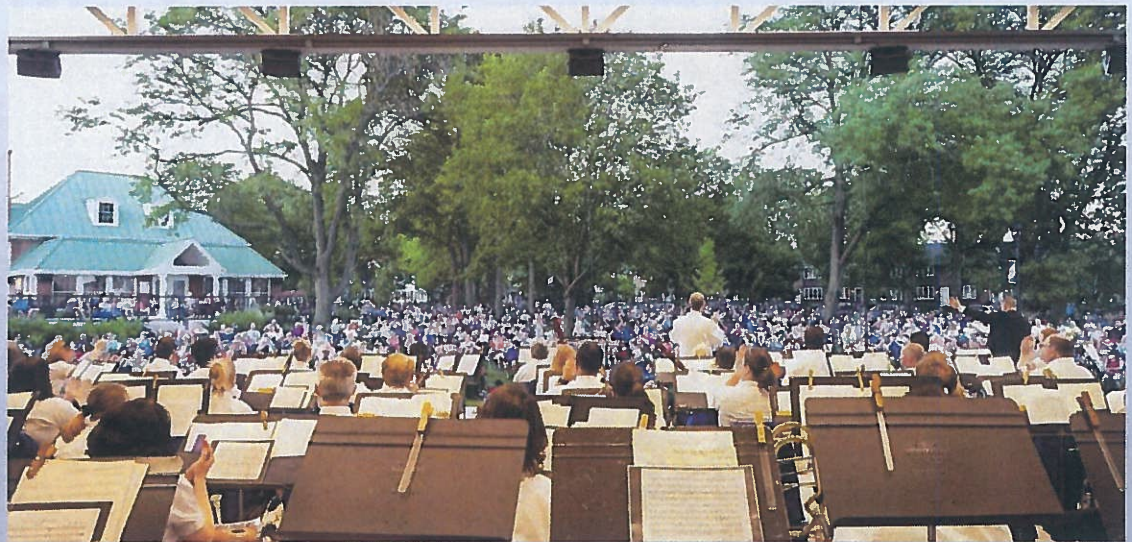
MEMORIAL
—PARK—

CITY OF WHEATON

WHEATON MUNICIPAL BAND

MEMORIAL
PARK

- Rehearsals (9)
 - June 8, 15, 22 and 29
 - July 6, 13, 20 and 27
 - August 3
- Performances (9)
 - June 9, 16, 23, and 30
 - July 7, 14, 21, and 28
 - August 4



Average Attendance | 660

Average Sound | 73

Max DB = 87*

*Maximum DB per City Ordinance = 100

CITY OF WHEATON

OTHER EVENTS

National Night Out

- Tuesday, August 2
- Wheaton Police Department

September 11 Remembrance Ceremony

- Sunday, September 11
- Wheaton Police Department

International Day of Music

- Saturday, October 1
- Fine and Cultural Arts Commission



WHEATON PARK DISTRICT

MEMORIAL
PARK

WHEATON PARK DISTRICT

EVENTS AT A GLANCE

CREAM OF WHEATON

June 2 – 5

SUMMER ENTERTAINMENT SERIES

June 24 and 25

July 11, 15, 16, 29, and 30

August 8, 12, and 13

September 9, 10, and 17

WHEATON BREW AND SELTZER FEST

August 6

SHAKESPEARE IN THE PARK

August 25, 26 and 27



WHEATON PARK DISTRICT

CREAM OF WHEATON

THURSDAY, JUNE 2 – SUNDAY, JUNE 5

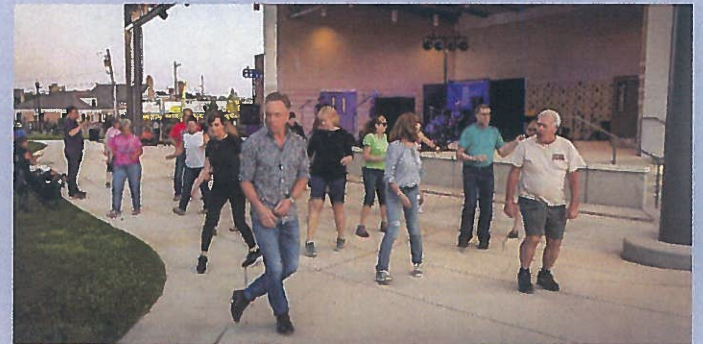
- Vital Signs
- Yankee Cowboy
- Chemically Imbalanced
- Libido Funk Circus
- Nerdvana
- Common Area Maintenance
- Cody Joe Hodges
- Banned Joe
- Planet Groove
- Hi Infidelity
- Karla & the Phat Cats
- The Mixtape Collective
- Neverly Brothers

Estimated Attendance: 20,000+

Sound | Amplified

Max DB = 82*

MEMORIAL
PARK



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES



WEEKEND #1 | FRIDAY AND SATURDAY, JUNE 24 – 25

- Mulberry Street and Gold Dust Dreams
- Mickey Hatfield Trio and HiFi Superstar

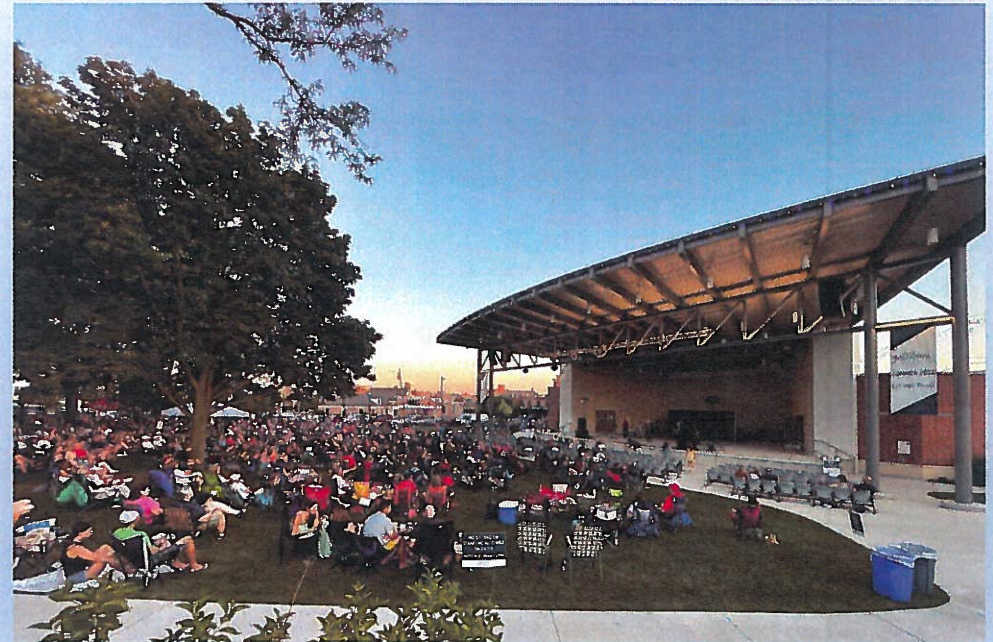
June 24 Attendance: 975

Max. dB = 92*

June 25 Attendance: 242

Max. dB = 79*

Sound | Amplified



*Maximum dB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES



WEEKEND #2 | FRIDAY AND SATURDAY, JULY 15 – 16

- The Wayouts and American English
- Chicago Philharmonic Ensembles

July 15 Attendance: 863

Max. dB = 92*

July 16 Attendance: 200

Max. dB = 68*

Sound | Amplified



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES

MEMORIAL
PARK

WEEKEND #3 | FRIDAY AND SATURDAY, JULY 29 – 30

- Billy Elton and Radio Gaga
- UltraBeat and Sixteen Candles

July 29 Attendance: 1326

Max. dB = 94*

July 30 Attendance: 983

Max. dB = 94*

Sound | Amplified



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES



WEEKEND #4 | FRIDAY AND SATURDAY, AUGUST 12 – 13

- ARRA and One of These Nights
- The Chicago Experience and The PettyBreakers

August 12 Attendance: 922

Max. dB = 85*

August 13 Attendance: 1297

Max. dB = 98*

Sound | Amplified



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES



WEEKEND #5 | FRIDAY AND SATURDAY, SEPTEMBER 9 – 10

- The Ron Burgundy's and Rod Tuffcurls & The Bench Press
- The Special Consensus and Bella Cain

September 9 Attendance: 1143

Max. dB = 90*

September 10 Attendance: 500

Max. dB = 89*

Sound | Amplified



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES



**WEEKEND #6 | SATURDAY,
SEPTEMBER 17**

- DuPage Symphony Orchestra

September 17 Attendance: 1000
Max. dB = 80*

Sound | Amplified (Bandshell only)



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

SUMMER ENTERTAINMENT SERIES



FREE FAMILY NIGHTS | MONDAYS JULY 11 AND AUGUST 8

- Shout Section Big Band
- Jenny V James and The Flames

July 11 Estimated Attendance: 150

Max. dB = 67*

August 8 Estimated Attendance: 50

Max. dB = 90*

Sound | Amplified (Bandshell only)



*Maximum DB per City Ordinance = 100

WHEATON PARK DISTRICT

WHEATON BREW AND SELTZER FEST



SATURDAY, AUGUST 6

- Four Star Brass Band
- 7th heaven

Wheaton Brew and Seltzer Fest
Attendance: 1228

Sound | Amplified*



*Maximum DB per City Ordinance = 100 | DB Readings not recorded

WHEATON PARK DISTRICT

SHAKESPEARE IN THE PARK

**THURSDAY, AUGUST 25 –
SATURDAY, AUGUST 27**

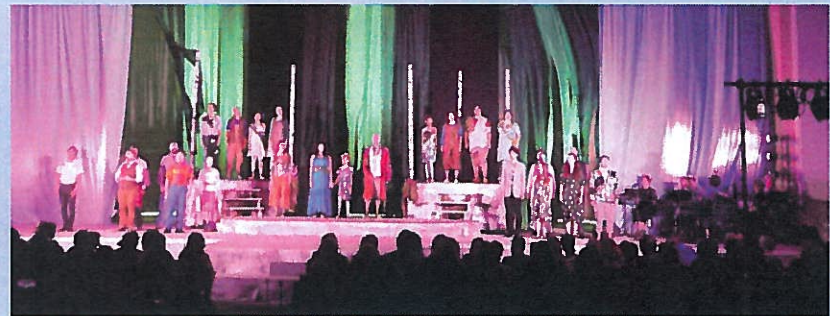
- A Midsummer Night's Dream

Estimated Attendance: 1800

Max. dB = 86*

Sound | Amplified

MEMORIAL
PARK



*Maximum DB per City Ordinance = 100



**IN 2022, OVER 35,000
VISITORS ATTENDED
CONCERTS AND SPECIAL
EVENTS IN MEMORIAL PARK**

BUDGET

MEMORIAL
—PARK—

BUDGET

MEMORIAL PARK

GROSS EVENT REVENUE

- \$138,532.78
 - *Ticket Sales, Concessions*

SPONSORSHIP

- \$41,000
 - *First Trust, Wheaton Bank & Trust, Smile Doctors*

LIONS TERRACE RENTALS

- \$1,000 – *rental income*
 - *2 outside rentals; 2 sponsors rentals*

NET EVENT REVENUE

- \$11,202.53

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.

MEMORIAL
PARK

23

AMPLIFIED

CREAM OF WHEATON (4), SUMMER ENTERTAINMENT SERIES CONCERTS (13), WHEATON BREW AND SELTZER FEST, SHAKESPEARE IN THE PARK (3), CDH-NM SUMMER RENTAL*, AND GARY CHURCH SUNDAY SERVICE*

*RENTALS

ORDINANCE

DOCUMENTATION

PROFESSIONAL SOUND COMPANY

We worked closely with the sound company and bands during each performance to ensure levels were managed.

SOUND DECIBEL LOG

Measured every 30 minutes at various locations

- Sound Booth
- Surrounding Streets
- Throughout Memorial Park

All events stayed within the sound ordinance limitations and swift action was taken to reduce sound when levels were higher than usual.



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: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

TIME: _____ DB READING: _____ INITAIL: _____

ALCOHOL SALES

MEMORIAL
PARK

ORDINANCE

NO. 0-2020-11



ALCOHOL SALES

ALL ALCOHOL SALES SHALL CEASE AT 9:30P

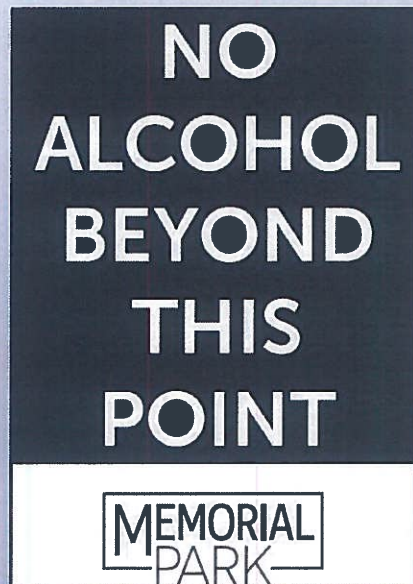
THE PARK DISTRICT SHALL CONTRACT WITH THE CITY TO PROVIDE TWO OFF-DUTY POLICE OFFICERS PRESENT AT EACH OUTDOOR EVENT AT ALL TIMES DURING THE HOURS OF OPERATION. AT THE CHIEF OF POLICE'S DISCRETION, THE PARK DISTRICT SHALL BE REQUIRED TO HIRE ADDITIONAL OFF-DUTY OFFICERS ONCE ATTENDANCE AT ANY EVENT EXCEEDS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

ORDINANCE

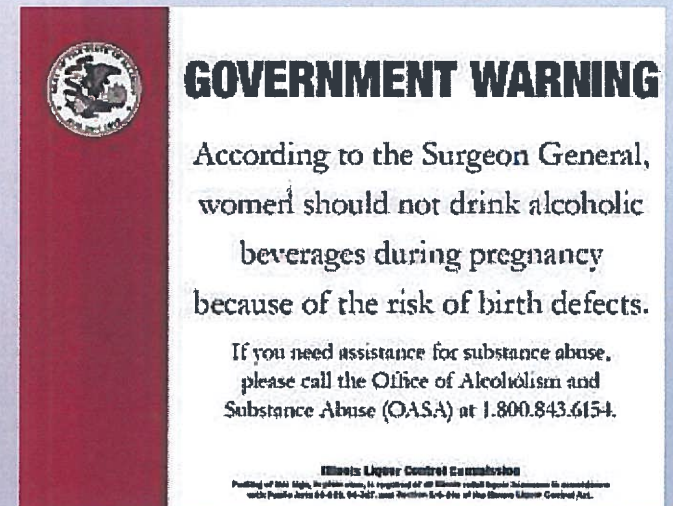
NO. 0-2020-11

MEMORIAL
PARK

EXIT SIGNAGE



DISPLAYED AT CONCESSION STANDS



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*

Wristbands

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

Police Presence

- *2-4 officers present at all times at each concert*

PARKING

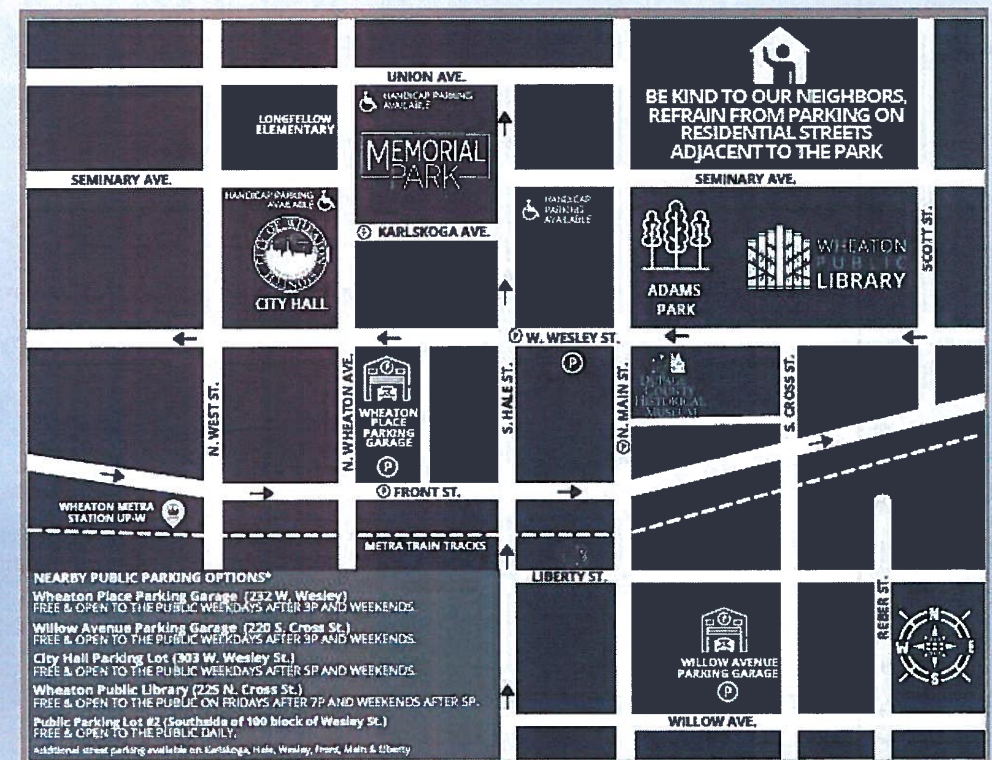
MEMORIAL
—PARK—

PARKING

WEBSITE & COMMUNICATIONS

Information on public parking options for Memorial Park events was included on:

- The memorialparkwheaton.com website
- Ticket purchasing website
- Ticket holder communications
- Reminder emails sent prior to concerts
- Signs placed in Memorial Park neighbor yards



PARKING



PARKING LOG

Parking was tallied at the following locations during the concerts:

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

TOP 3 CONCERT PARKING LOCATIONS

- Franklin Ave. | Max. Parking 54
- Union Ave. | Max. Parking 69
- Church Lot | Max. Parking 53

Date	Lincoln Ave	Franklin Ave	Union Ave	Wheaton Ave	Karliskoga	City Lot	Seminary*	Church Lot*	Total
6/24/2022	1	18	43	20	28	13	6	-	129
6/25/2022	1	2	17	7	19	0	1	-	47
7/11/2022	5	6	49	13	3	29	7	-	112
7/15/2022	3	3	50	23	29	3	11	-	122
7/16/2022	1	5	31	8	31	4	3	-	83
7/29/2022	7	36	65	29	30	26	5	-	198
7/30/2022	1	5	53	14	30	3	17	-	123
8/8/2022	5	36	65	31	30	5	26	-	198
8/12/2022	1	12	62	23	32	19	3	-	152
8/13/2022	1	34	45	27	30	4	0	-	141
8/25/2022	0	31	60	28	29	9	0	12	169
8/26/2022	15	44	69	31	28	17	-	29	233
8/27/2022	24	12	69	32	30	17	-	17	201
9/9/2022	9	54	23	32	22	0	0	7	147
9/10/2022	0	1	49	5	28	0	-	2	85
9/17/2022	9	33	69	32	29	0	27	53	252

*Parking not tallied each night at this location

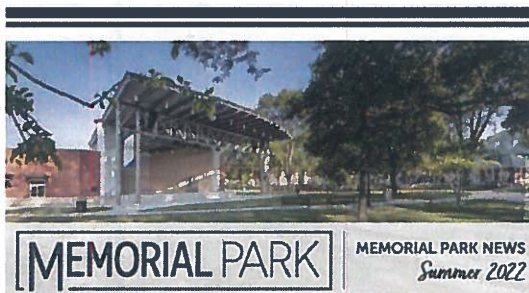
COMMUNITY MESSAGING

MEMORIAL
—PARK—

NEIGHBOR COMMUNICATION



MEMORIAL PARK NEIGHBOR UPDATE (May 2022)



NEIGHBOR UPDATE

Thank you to our friends and valued neighbors for a wonderful first season of concerts and special events at Memorial Park in 2021.

In 2021, we introduced the new handbill at a ribbon cutting event on June 5, which lacked off the Summer Entertainment Series. We were fortunate to provide weekend concerts and Wheaton Municipal Band performances along with a free Shakespeare in the Park production and Wheaton Brew Fest.

As a good neighbor, we wanted to provide you with an advanced look at what we have planned for this upcoming summer season. We will bring back concerts with a mix of genres, Shakespeare in the Park, Wheaton Brew & Seltzer Fest, and the relaunch of Cream of Wheaton. We are committed to limiting the number of days with amplified sound in the park and will continue to work with the city on monitoring event capacities and parking.

The new Cream of Wheaton will take place June 2 through June 5 and will feature arts and crafts, carnival rides, food vendors, live entertainment, and the Cosley Zoo Run for the Animals.

We are looking forward to a summer filled with music, shared experiences, and community goodwill. You will find a complete schedule inside this newsletter. Summer Entertainment Series tickets will go on sale April 15.

See you in the park,

Michael J. Benard
Executive Director
mjbarnard@wheatonparks.org



225 Karlskoga Ave. | Wheaton, IL | memorialparkwheaton.com

MEMORIAL PARK 2022 SUM

JUNE	JULY	AUGUST
<p>June 2-5 Cream of Wheaton Series June 6 Chicago Symphony Orchestra June 7 Chicago Symphony Orchestra June 8 Chicago Symphony Orchestra June 9 Chicago Symphony Orchestra June 10 Chicago Symphony Orchestra June 11 Chicago Symphony Orchestra June 12 Chicago Symphony Orchestra June 13 Chicago Symphony Orchestra June 14 Chicago Symphony Orchestra June 15 Chicago Symphony Orchestra June 16 Chicago Symphony Orchestra June 17 Chicago Symphony Orchestra June 18 Chicago Symphony Orchestra June 19 Chicago Symphony Orchestra June 20 Chicago Symphony Orchestra June 21 Chicago Symphony Orchestra June 22 Chicago Symphony Orchestra June 23 Chicago Symphony Orchestra June 24 Chicago Symphony Orchestra June 25 Chicago Symphony Orchestra June 26 Chicago Symphony Orchestra June 27 Chicago Symphony Orchestra June 28 Chicago Symphony Orchestra June 29 Chicago Symphony Orchestra June 30 Chicago Symphony Orchestra</p>	<p>July 1 Chicago Symphony Orchestra July 2 Chicago Symphony Orchestra July 3 Chicago Symphony Orchestra July 4 Chicago Symphony Orchestra July 5 Chicago Symphony Orchestra July 6 Chicago Symphony Orchestra July 7 Chicago Symphony Orchestra July 8 Chicago Symphony Orchestra July 9 Chicago Symphony Orchestra July 10 Chicago Symphony Orchestra July 11 Chicago Symphony Orchestra July 12 Chicago Symphony Orchestra July 13 Chicago Symphony Orchestra July 14 Chicago Symphony Orchestra July 15 Chicago Symphony Orchestra July 16 Chicago Symphony Orchestra July 17 Chicago Symphony Orchestra July 18 Chicago Symphony Orchestra July 19 Chicago Symphony Orchestra July 20 Chicago Symphony Orchestra July 21 Chicago Symphony Orchestra July 22 Chicago Symphony Orchestra July 23 Chicago Symphony Orchestra July 24 Chicago Symphony Orchestra July 25 Chicago Symphony Orchestra July 26 Chicago Symphony Orchestra July 27 Chicago Symphony Orchestra July 28 Chicago Symphony Orchestra July 29 Chicago Symphony Orchestra July 30 Chicago Symphony Orchestra</p>	<p>August 1 Chicago Symphony Orchestra August 2 Chicago Symphony Orchestra August 3 Chicago Symphony Orchestra August 4 Chicago Symphony Orchestra August 5 Chicago Symphony Orchestra August 6 Chicago Symphony Orchestra August 7 Chicago Symphony Orchestra August 8 Chicago Symphony Orchestra August 9 Chicago Symphony Orchestra August 10 Chicago Symphony Orchestra August 11 Chicago Symphony Orchestra August 12 Chicago Symphony Orchestra August 13 Chicago Symphony Orchestra August 14 Chicago Symphony Orchestra August 15 Chicago Symphony Orchestra August 16 Chicago Symphony Orchestra August 17 Chicago Symphony Orchestra August 18 Chicago Symphony Orchestra August 19 Chicago Symphony Orchestra August 20 Chicago Symphony Orchestra August 21 Chicago Symphony Orchestra August 22 Chicago Symphony Orchestra August 23 Chicago Symphony Orchestra August 24 Chicago Symphony Orchestra August 25 Chicago Symphony Orchestra August 26 Chicago Symphony Orchestra August 27 Chicago Symphony Orchestra August 28 Chicago Symphony Orchestra August 29 Chicago Symphony Orchestra August 30 Chicago Symphony Orchestra</p>

HAND DELIVERED LETTERS

June 17, 2022

Dear Memorial Park Neighbor,

Next week marks the return of the Memorial Park Summer Entertainment Series for Summer 2022. There will be an increase in traffic and sound in the area during the times of the events but the impact to your home will be minimal. Based on city ordinance, these events will require the entire park perimeter to be fenced and secured and the sound levels will be monitored throughout the concerts. Please see below for the schedule and details.

- Friday, June 24 | Malberry Street and Gold Dust Dreams
- Saturday, June 25 | Mickey Hatfield Trio and HiFi Superstar
- Monday, July 11 | Street Section Big Band (Free Family Night | 6-7:30P)
- Friday, July 15 | The Wayzats and American English
- Saturday, July 16 | Chicago Philharmonic Ensemble
- Friday, July 29 | Billy Egan and Radio Gaga
- Saturday, July 30 | Ultraviolet and Sixteen Candles
- Monday, August 8 | Jony V James and The Flares (Free Family Night | 6-7:30P)
- Friday, August 12 | ABBA and One of These Nights
- Saturday, August 13 | The Chicago Experience and The Prettybreakers
- Friday, September 9 | The Ron Dugandy's and Rod Tullio's and The Bench Press
- Saturday, September 10 | The Special Consensus and Bella Cain
- Saturday, September 17 | DuPage Symphony Orchestra (Free Family Night | 7-8:30P)

Memorial Park will open to visitors at 5P, concerts will begin at 6P, and will conclude by 9:30P, unless otherwise noted above.

We apologize for any inconvenience this may cause and thank you for your understanding. We acknowledge and appreciate our Memorial Park neighbors and hope you will be able to join us at one or more of the concerts this summer. Thank you for your cooperation. For more information visit memorialparkwheaton.com or feel free to use the contact information listed below.

Sincerely,

Carolyn Wilkins
Wheaton Park District
(630) 510-4995
cwilkins@wheatonparks.org

Dan Novak
Wheaton Park District
(630) 510-5117
dnovak@wheatonparks.org

July 28, 2022

Dear Memorial Park Neighbor,

This letter is to inform you that Memorial Park will be in use for two special events on Saturday, August 6 and Sunday, August 7. Based on city ordinance, these events will require the entire park perimeter to be fenced and secured. There will be an increase in traffic and sound in the area during the times of the events. Details and street closures are listed below but the impact to your home will be minimal.

On Saturday, August 6, the Wheaton Park District is hosting Wheaton Brew and Seltzer Fest from 12-4P. This is a ticketed event featuring craft beer and seltzer tastings, food vendors and entertainment. Proceeds from this event benefit the Court Appointed Special Advocates of DuPage and the DuPage County Historical Museum.

Wheaton Brew and Seltzer Fest will require only one street closure:

- Refueling Ave.** between Wheaton and Hale will be closed beginning Thursday, August 4 at 11P and will remain closed until Saturday, August 6 at 7P.

On Sunday, 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.

There will be no parking on Hale St. beginning Saturday, August 6 at 11:30P and ending Sunday, August 7 at 7P.

We apologize for any inconvenience these events may cause and appreciate your understanding. We acknowledge and appreciate our neighbors and hope you enjoy your front row seat to all of the great things Memorial Park offers.

If you are able to join us for Brew and Seltzer Fest on August 6, please use coupon code **MEMORIAL** for a \$10.00 discount per ticket for you and your family and friends. Visit wheatonbrewfest.com for details and tickets.

Feel free to reach out using the contact information listed below if you have any questions. Thank you again for your cooperation.

Sincerely,

Carolyn Wilkins
Wheaton Park District
(630) 510-4995
cwilkins@wheatonparks.org

Dan Novak
Wheaton Park District
(630) 510-5117
dnovak@wheatonparks.org

WEBSITE, EMAILS & SOCIAL MEDIA

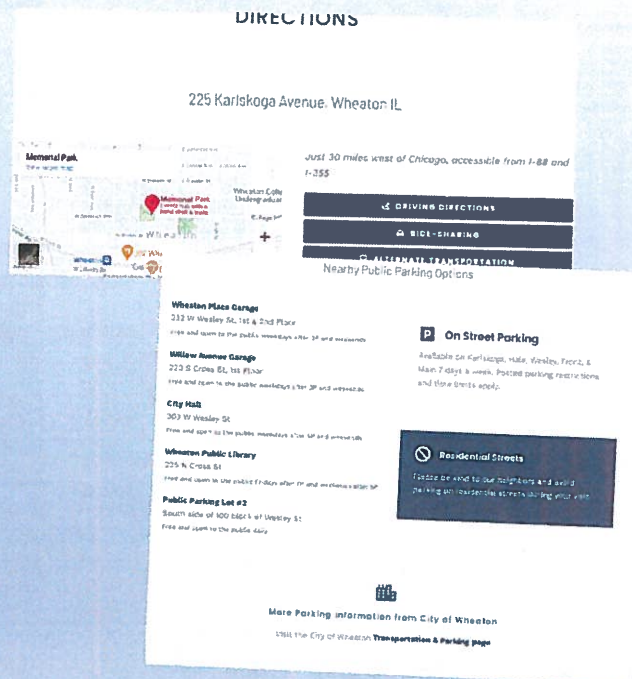


Website

- FAQ's
- Directions
- Parking
- Park Policies

Emails

- Promotional
- Ticket holders



Social Media



PARK SIGNAGE

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 EXPERIENCE

MEMORIAL
PARK

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

ITEMS PROHIBITED



ALCOHOLIC
BEVERAGES



RECORDING
DEVICES



LARGE
COOLERS



WEAPONS

ITEMS PERMITTED



BAGS
NO LARGER THAN
16" X 22" X 10"



CAMP CHAIR
RECLINABLE BACKREST,
CARRYING TOP, FOLDING
TABLE, AND SANITATION
CONTAINER ARE NOT
PERMITTED



BLANKETS
NO LARGER THAN
6' X 8'

This information is subject to change without notice.

MEMORIAL
PARK

**THANK
YOU**

**MEMORIAL
—PARK—**

THANK YOU



- CITY OF WHEATON
- WHEATON LIONS CLUB
- MEMORIAL PARK NEIGHBORS
- CERT
- SPONSORS
- WHEATON COMMUNITY

FOR A SAFE AND SUCCESSFUL SUMMER!

LOOKING AHEAD

MEMORIAL
—PARK—

LOOKING TO 2023

The Cream of Wheaton will return on June 1 – June 4. There will be no charge to attend.

We will continue to use an online service to sell tickets for the Summer Entertainment Series at \$10.00 each. This will allow us to manage the crowd and park capacity. We will maintain a maximum guest count of 1,350 per concert.

Two free family entertainment nights will allow all residents to visit Memorial Park for live music.

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.

Off-street parking locations including the parking lot at Wheaton Public Library and City Hall will continue to be promoted in all communications.



WHEATON PARK DISTRICT SUMMER EVENTS 2023



EVENT

Cream of Wheaton
Summer Entertainment Series Weekend 1
Free Family Night
Summer Entertainment Series Weekend 2
Free Family Night
Wheaton Brew and Seltzer Fest
Summer Entertainment Series Weekend 3
Shakespeare in the Park
Summer Entertainment Series Weekend 4
Summer Entertainment Series Rain Dates

DATE

June 1 – 4
June 23 – 24
June 26
July 14 – 15
July 24
August 5
August 11 – 12
August 24 – 26
September 8 – 9
September 15 – 16



QUESTIONS?

MEMORIAL
PARK

STAFF



- **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
- **Carolyn Wilkin** | Special Event Manager
- **Event & Guest Service Attendants** | 7 part-time staff members

2023 Planning Division Projects

Capital Project	2023 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
District Wide													
District Wide Asphalt Replacement	\$250,000												
District Wide Fence Repair	\$20,000												
Pickleball Courts (location TBD)	\$250,000												
Arrowhead Golf Course													
AGC Clubhouse Painting	\$100,000												
AGC Security System	\$15,000												
Atten Park													
Atten water pump recondition	\$10,000												
Briar Patch Park													
Briar Patch Engineering & Design	\$15,000												
Briar Patch Backstop Replacement	\$85,000												
Briar Patch Landscape	\$25,000												
Briar Patch Outdoor Fitness	\$75,000												
Briar Patch Pickleball Courts	\$100,000												
Briar Patch Replace Tennis Courts/ Fence	\$150,000												
Briar Patch Playground Surfacing	\$80,000												
Briar Patch Shelter Improvements	\$100,000												
Clocktower													
Clocktower HVAC Replacement	\$5,000												
Community Center													
Community Center HVAC Improvements (Eng.)	\$50,000												
Community Center Parking Lot Replacement	\$2,000,000												
Community Center Priority Projects	\$2,000,000												
Community Center Wirlpools	\$30,000												
Community Center Dock Door	\$5,000												
Community Center Gym Scoreboard	\$12,000												
Community Center General Interior Painting	\$5,000												
Rice Pool Master Plan Engineering	\$250,000												
Rice Pool Sandblast	\$18,000												
Cosley Zoo													
Cosley Driveway Fence and Lighting	\$75,000												
Cosley Gift Shop Renovation	\$60,000												
Cosley Landscape Timber Wall Replacement	\$30,000												
Cosley Parking & Street Crossing (phase 2 Eng.)	\$120,000												
Cosley Pavers (between Station and Barn)	\$60,000												
Cosley Public Washroom Renovation	\$75,000												
Cosley Station Deck Replacement	\$45,000												
Cosley Zoo- Infrastructure Equipment	\$10,000												
Danada South													
Danada Electric Service	\$75,000												
Danada Shelter Restrooms	\$200,000												
Danada Ballfield Drainage	\$200,000												
Danada Natural Areas	\$80,000												

Note: Times are estimated subject to change.

Permitting, weather, funding reprioritization are factors that can influence schedule.

Grant Consideration
 Planning & Permitting
 Board Approval
 Bidding
 Construction

Capital Project	2023 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Danada Water Service	\$75,000												
Danada Site Furniture	\$15,000			Pending grant decision									
Play For All 5-12 yr old playground	\$500,000							Equip					
Graf Park													
Graf Grandstands	\$70,000												
Graf Fence along railroad	\$50,000												
Graf Pressbox	\$10,000												
Hawthorn Junction Park													
Hawthorn Junction Playground	\$125,000			Defer to 2024									
Hoffman Park													
Hoffman Playground	\$160,000			Equip			Surf						
Hoffman Park Memorial Area	\$22,000												
Hurley Gardens													
Hurley Gardens Pond Replacement	\$30,000												
Lincoln Marsh													
LM Pedestrian Bridge Replacement	\$80,000												
LM Path Improvements	\$16,000												
Memorial Park													
MLC Roof	\$134,000												
Museum													
Museum Structural	\$750,000			County managed project									
Northside Park													
Northside Boiler Replacement	\$30,000												
Northside Wood Deck Replacement (pool)	\$75,000												
Northside Bike Racks	\$5,000												
Park Services Center													
Park Services Overhead Doors	\$5,000												
Rathje Park													
Rathje Roof & Trim Replacement	\$35,000												
Rathje Flooring	\$7,500												
Rathje HVAC	\$7,500												
Scottsdale Park													
Scottsdale Backstop Replacement	\$100,000												
Seven Gables Park													
Seven Gables Shelter Roof	\$27,900												
Seven Gables Vita Course Replacement	\$80,000												
Seven Gables Tennis Color Coat	\$30,000												
Toohy Park													
Toohy HVAC Replacement	\$18,000												

Note: Times are estimated subject to change.

Permitting, weather, funding reprioritization are factors that can influence schedule.

Grant Consideration
 Planning & Permitting
 Board Approval
 Bidding
 Construction