

### **PUBLIC NOTICE**

Wheaton Park District Board of Commissioners SUBCOMITTEE MEETING Wednesday December 6, 2023, 5:00 p.m. Arrowhead Golf Club 26W151 Butterfield Road, Wheaton, IL 60189

Public Notice Date December 4, 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 December 6, 2023, at Arrowhead Golf Club 26W151 Butterfield Road, Wheaton, IL 60189

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

Michael J. Benard Secretary

The Agenda for the December 6, 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



### <u>Subcommittee Meeting of the Wheaton Park District Board of Commissioners</u> <u>December 6, 2023, 5:00 pm</u>

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

#### **DISCUSSION ITEMS**

#### **Finance and Administration**

- 1. Wheaton Park District 2024 Budget Review of 2024 Budget Draft
- 2. Ordinance 2023-04 Review of An Ordinance Levying and Assessing the Taxes of the Wheaton Park District, DuPage County, Illinois for the Tax Year 2023
- 3. Ordinance 2023-05 Review of An Ordinance Abating the Taxes Heretofore Levied for the Year 2023 to Pay Debt Service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois
- **4.** Wheaton Park District Board of Commissioners Meeting Schedules 2024 Review of Annual Regular Meeting and Subcommittee Schedules
- **5. Illinois Association of Park Districts Annual Meeting –** Review of Credentials Certificate and Identification of Delegate
- 6. Vehicle Purchases for Parks Department Review of Truck Replacement Proposal
- 7. Baseball & Softball Uniforms and Equipment Review of Bid Results
- 8. Arrowhead Golf Club Review of Proposed 2024 Green Fees
- 9. Request for Disconnection of Certain Territory from the Wheaton Park District Review of Disconnection Request for 2S725 Cree Lane

### **Buildings and Grounds**

- 1. Central Athletic Center Parking Lot Review of License Agreement for Access and Use
- 2. 855 Prairie Avenue Review of Lease Agreement
- 3. Danada South Park Review of Engineering Proposal for Utility Services
- 4. Central Athletic Complex Kale Gym Floor Replacement Project Review of Bid Results
- 5. Rice and Northside Pool Projects Review of Agreements for Professional Services

### **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**

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## Wheaton Park District ORDINANCE 2023\_04

# AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE TAX YEAR 2023

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

### **SECTION 1**

That the sum of Sixteen Million One Hundred Thirty-Six Thousand One Hundred Sixty-Eight (\$16,136,168) or so much as may be authorized by law, is hereby assessed and levied for the anticipated objects and purposes hereinafter specified against all taxable property within the Wheaton Park District at full, fair cash value as the same is assessed and equalized for State and County purposes.

### **SECTION 2**

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

### **GENERAL CORPORATE FUND**

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

	Amount to be
	<b>Raised by Taxation</b>
Salaries & Wages	\$2,268,759
Contractual Services	\$1,273,340
Supplies	\$445,555
Other Charges	\$203,386
Capital Items	\$311,219
Transfers Out	\$733,239
TOTAL	5,235,498

### **RECREATION FUND**

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

	Amount to be
	<b>Raised by Taxation</b>
Salaries & Wages	\$2,047,343
Contractual Services	\$1,651,683
Supplies	\$597,776
Other Charges	\$96,824
Capital Items	\$12,089
Transfers Out	<u></u> \$775,666
TOTAL	5,181,380
Capital Items Transfers Out	\$12,089 \$775,666

#### **IMRF FUND**

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

Amount to be

**Raised by Taxation** 

**IMRF** Expenditures

191,240

**TOTAL** 

191,240

### **FICA FUND**

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

Amount to be

**Raised by Taxation** 

FICA Expenditures

482,069

TOTAL

482,069

### LIABILITY FUND

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

Amount to be

Raised by Taxation

Insurance expenditures

658,561

TOTAL

658,561

### **AUDIT FUND**

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

Amount to be

**Raised by Taxation** 

**Auditing Expenses** 

12 70

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12,705

**TOTAL** 

12,705

### **SPECIAL RECREATION ASSOCIATION FUND**

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

Amount to be

Raised by Taxation

Joint Recreation Programs for People with Disabilities

352,000

TOTAL

352,000

### **MUSEUM FUND**

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

	Amount to be
	Raised by Taxation
Salaries & Wages	\$778,083
Contractual Services	\$272,898
Supplies	\$120,025
Other Charges	\$44,990
Capital Items	\$0
Transfers Out	\$58,259
TOTAL	1,274,255

### **DEBT SERVICE ACTIVITY**

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

Debt Service TOTAL	Amount to be <u>Raised by Taxation</u> 2,748,460  2,748,460
CHAAAADVOO	A EVALEG
SUMMARY OF	
General Corporate Levy	5,235,498
Recreation Program Levy	5,181,380
IMRF	191,240
FICA	482,069
Insurance	658,561
Audit	12,705
Special Recreation Association	352,000
Museum	1,274,255
Debt Service	2,748,460
	16,136,168

### **SECTION 3**

Pursuant to Section 4-4 of the Park District Code, neither the Combined Budget and Appropriation Ordinance for the fiscal year beginning January 1, 2023 and ending December 31, 2023, nor any other combined budget and appropriation ordinance, is intended or required to be in support of, or in relation to, the tax levy made in this ordinance.

### **SECTION 4**

The Secretary of the Wheaton Park District shall file with the County Clerk of the County Clerk of the County of DuPage, State of Illinois, a certified copy of this Ordinance and said County Clerk shall ascertain the rate per centum which, upon the total values of all property subject to taxation within said District, as the full, fair cash value as the same is assessed land equalized by the Department of Revenue of the State of Illinois for state and county purposes for tax year 2023 will produce the net amount herein levied and ordered certified and they shall extend the tax upon the tax books of the collector of the state and county taxes within said District as provided by law.

### **SECTION 5**

Ordinance 2023\_04 shall be in full force and effect from and after its adoption.

ADOPTED this 20th day of December 2023, pursuant to a roll call vote as follows.

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

STATE OF ILLINOIS	)	
	)	SS.
COUNTY OF DUPAGE	)	

### **SECRETARY'S CERTIFICATE**

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

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance 2023 04,

# AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE TAX YEAR 2023,

of the Wheaton Park District, DuPage County, Illinois adopted at a duly called meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the 20th day of December.

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

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District at Wheaton, Illinois, this 20th day of December.

Mike Benard Secretary, Board of Park Commissioners Wheaton Park District

### TRUTH IN TAXATION

### **CERTIFICATE OF COMPLIANCE**

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

This certificate applies to the 2023 levy.

IN WITNESS WHEREOF, I have signed my name in my official capacity as the President and presiding officer of the Board of Park Commissioners of the Wheaton Park District, Wheaton, Illinois this 20th day of December 2023.

President, Board of Park Commissioners Wheaton Park District

TO:

**Board of Commissioners** 

FROM:

Sandra Simpson, Director of Finance

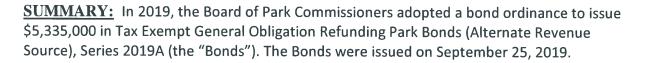
THROUGH: Michael Benard, Executive Director

RE:

Abatement Ordinance

DATE:

December 20, 2023



Since the Bonds are Alternate Bonds, the taxes levied to pay debt service on the Bonds must be "abated" each year or the County Clerk will levy a tax to repay the Bonds; if the tax is extended, the Bonds will count against the District's debt limit. The abatement ordinance attached was prepared by our bond counsel and abates the taxes levied to pay the Bonds for the 2023 tax levy year.

The tax can be abated because we are paying debt service on the Bonds by issuing limited bonds payable from the District's Debt Service Extension Base (DSEB). The DSEB represents the amount of taxes that the District can levy in each levy year to pay debt service on limited bonds. The District's DSEB for levy year 2023 is \$2,748,461.07 and increases each year by the lesser of 5% or the Consumer Price Index.

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

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

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

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



MINUTES of a regular public meeting of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, held in the Wheaton City Council Chambers, 303 West Wesley Street, Wheaton, Illinois, in said Park District at 5:00 o'clock P.M., on the 20th day of December, 2023.

The President called the meeting to order and directed the Secretary to call the roll. Upon the roll being called, John Kelly, the President, and the following Park Commissioners were physically present at said location: The following Park Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: No Park Commissioner was not permitted to attend the meeting by video or audio conference. The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: The President announced that the next item of business before the Board of Park Commissioners was the consideration of an ordinance abating the taxes heretofore levied for the

year 2023 to pay debt service on the General Obligation Refunding Park Bonds (Alternate

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

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

### ORDINANCE No. 2023-05

AN ORDINANCE abating the taxes heretofore levied for the year 2023 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

\* \* \*

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

WHEREAS, Pledged Revenues (as defined in the Ordinance) or other lawfully available funds are available and on deposit in the Bond Fund (as defined in the Ordinance) to pay principal of and interest on the Bonds when due in the next bond year (June 15 and December 15), so as to enable the abatement of all of the Pledged Taxes levied for the year 2023; and

WHEREAS, the Board hereby further determines that it is necessary and in the best interests of the District that the Pledged Taxes levied for the year 2023 to pay the Bonds be abated in their entirety:

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

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

Section 2. Abatement of Tax. The Pledged Taxes levied for the year 2023 in the Ordinance are hereby abated in their entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to abate the Pledged Taxes levied for the year 2023 in accordance with the provisions hereof.

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

Adopted December 20th, 2023.

_	
	President, Board of Park Commissioners
_	
	Secretary, Board of Park Commissioners

Park Commissioner moved and Park Commissioner			
seconded the motion that said ordinance as presented and read by title be adopted.			
After a full discussion thereof, the President directed that the roll be called for a vote			
upon the motion to adopt said ordinance.			
Upon the roll being called, the following Park Commissioners voted AYE:			
and the following Park Commissioners voted NAY:			
Whereupon the President declared the motion carried and said ordinance adopted,			
approved and signed the same in open meeting and directed the Secretary to record the same in			
the records of the Board of Park Commissioners of the Wheaton Park District, DuPage County,			
Illinois, which was done.			
Other business not pertinent to the adoption of said ordinance was duly transacted at the			
meeting.			
Upon motion duly made, seconded and carried, the meeting was adjourned.			
Secretary, Board of Park Commissioners			

STATE OF ILLINOIS	)
	) SS
COUNTY OF DUPAGE	)

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

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of December 2023, insofar as same relates to the adoption of Ordinance No. 2023-05 entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2023 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 20th day of December, 2023.

Secretary,	Board o	of Park	Commissioners

STATE OF ILLINOIS )	
COUNTY OF DUPAGE )	SS .
	FILING CERTIFICATE
I, the undersigned, d	o hereby certify that I am the duly qualified and acting County Clerk
of The County of DuPage, Illi	inois, and as such official I do further certify that on the day or
December, 2023, there was	filed in my office a duly certified copy of an ordinance entitled:
to pay debt Bonds (Altern	abating the taxes heretofore levied for the year 2023 service on the General Obligation Refunding Park late Revenue Source), Series 2019A, of the Wheaton DuPage County, Illinois.
duly adopted by the Board o	f Park Commissioners of the Wheaton Park District, DuPage County
Illinois, on the 20th day of De	ecember, 2023, and that the same has been deposited in the officia
files and records of my office	2.
I do further certify th	at the taxes heretofore levied for the year 2023 for the payment of
the General Obligation Ref	unding Park Bonds (Alternate Revenue Source), Series 2019A, as
described in said ordinance b	be abated in its entirety as provided in said ordinance.
In WITNESS WHERETO, I	hereunto affix my official signature and the seal of said County, this
day of December, 2023	<b>3.</b>
	County Clerk of The County of DuPage, Illinois

### Sandra Simpson

F	ro	m	:

Seema Ganatra Patel <spatel@chapman.com>

Sent:

Friday, November 3, 2023 10:33 AM

To:

Sandra Simpson

Cc:

Anjali Vij

Subject:

Re: 2023 Annual Abatement Ordinance

Good morning Sandra,

We have reviewed the draft ordinance and memo to the Board and have no comments on either document. Please let us know if we can help with anything else. Have a good weekend!

Thanks, Seema

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

From: Sandra Simpson <ssimpson@wheatonparks.org>

Date: Tuesday, October 31, 2023 at 12:04 PM

To: Anjali Vij <anjvij@chapman.com>, Seema Ganatra Patel <spatel@chapman.com>

Subject: 2023 Annual Abatement Ordinance

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

Good afternoon Anjali and Seema,

Hope you both are doing well.

Could you please review the attached documents for our annual abatement ordinance? We will be presenting this to our board at their December meetings (subcommittee on 12/6 and regular meeting on 12/20).

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

Thank you!

Sandra



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

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

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Board of Commissioners

John Vires

William Barrett

Bob Frey

Linda Pecharich

Executive Director
Michael Benard
630.510.4945

Community Center 630.690.4880

Administration 102 E. Wesley St. Wheaton, IL 60187





### **REGULAR MEETING SCHEDULE 2024**

The Wheaton Park District Board of Commissioners regular meetings for the year 2024 will be held on the following dates. The regular board meetings typically will typically take place on the third Wednesday of each month in the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, IL. All meetings will begin at 5 p.m. **Please note deviations below in bold.** 

January 17 Regular Meeting February 21 Regular Meeting March 20 Regular Meeting April 17 Regular Meeting May 15 Regular Meeting June 19 Regular Meeting July 17 Regular Meeting August 21 Regular Meeting September 18 Regular Meeting October 23 **Regular Meeting** 

Fourth Wednesday of the month

November 20 Regular Meeting
December 18 Regular Meeting

Respectfully Submitted,

Michael Benard Board Secretary

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



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Board of Commissioners

John Kelly John Vires

William Barrett

Bob Frey

Terry A. Mee

Linda Pecharich

Executive Director
Michael Benard
630.510.4945

### Community Center 630.690.4880

Administration 102 E. Wesley St. Wheaton, IL 60187





### BUILDINGS GROUNDS & FINANCE SUBCOMMITTEE MEETING SCHEDULE 2024

The Wheaton Park District Board of Commissioners Buildings Grounds and Finance Subcommittee meetings for the year 2024 will be held on the following dates. The Buildings Grounds and Finance Subcommittee meetings typically will take place on the first Wednesday of each month at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL, Beginning at 5:00 p.m. **Please note deviations below in bold.** 

	January 3	Buildings Grounds & Finance Meeting
	February 7	Building Grounds & Finance Meeting
	March 6	Buildings Grounds & Finance Meeting
	April 3	Building Grounds & Finance Meeting
8,1111	May 1	Buildings Grounds & Finance Meeting
	June 5	Buildings Grounds & Finance Meeting
	July 10	<b>Buildings Grounds &amp; Finance Meeting</b>
		Second Wednesday of the month
	August 7	Buildings Grounds & Finance Meeting
	September 4	Buildings Grounds & Finance Meeting
	October 2	Buildings Grounds & Finance Meeting
	November 6	Buildings Grounds & Finance Meeting
	December 4	Buildings Grounds & Finance Meeting at Arrowhead Golf Club

Duildings Ossunds 9 Finance Meetings

### Respectfully Submitted

### Michael Benard Board Secretary

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact the park district's ADA Compliance Officer, Michael Benard, at the park district's Administrative Office, 102 E. Wesley Street, Wheaton, IL Monday through Friday from 8:30 am until 4:30 pm at least 48 hours prior to the meeting. Requests for a qualified ASL interpreter require five (5) working days advance notice. dsiciliano@wheatonparks.org or Telephone number 630-510-4944 Fax number 630.665.5880



TO:

ALL MEMBER DISTRICTS

FROM:

Peter M. Murphy, President/CEO

DATE:

October 5, 2023

RE:

**CREDENTIALS CERTIFICATE** 

The IAPD/IPRA Soaring to New Heights Conference will be held on January 25-27, 2024.

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

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

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

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

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 27, 2024 at 3:30 p.m.

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

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

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

### **CREDENTIALS CERTIFICATE**

			held at
	f Agency)		
(Location)	on( <i>Month/L</i>	Day/Year)	(Time)
the following individuals	s were designated to se	erve as delegate(s)	to the Annual Busine
Meeting of the ILLIN	OIS ASSOCIATION	OF PARK DIST	RICTS to be held
Saturday, January 27,			
	<u>Name</u>	<u>Title</u>	<u>Email</u>
Delegate:			
1st Alternate:			
2nd Alternate:			
3rd Alternate:			
This is to certify that the	foregoing is a statemen	at of action taken a	t the board meeting cit
This is to certify that the			
3rd Alternate:  This is to certify that the above.  Affix Seal:		gned:	t the board meeting cit
This is to certify that the above.	Sig	gned:(Pres	ident of Board)

Return this form to:

Illinois Association of Park Districts

211 East Monroe Street Springfield, IL 62701-1186 Email: <u>iapd@ilparks.org</u> TO:

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE:

2024 Ford Ranger Truck Replacements

DATE:

December 4, 2023



We currently have three Ford Rangers (smaller trucks) budgeted for 2024. These vehicles are primarily used by our managers to access the parks, perform maintenance, small repairs and are occasionally people movers. These vehicles are also used to store, and haul tools and supplies for park operations and maintenance.

They were originally scheduled for replacement in 2020, but due to the pandemic and supply chain issues, their replacement has been delayed. We would typically seek to purchase through the state contract. Currently there is no state contract for the Ford Mayericks or comparable vehicles.

Price quotes were obtained from 3 local dealers. These are built to order and have an expected delivery date 3-4 months after the order is made.

		Willowbrook Ford	Fair Oaks	Haggerty Ford
Budget	Description		Ford	
\$32,000.00	#1181 2008 Ford Ranger	\$27,575.26	\$27,845.00	\$31,750.00
\$32,000.00	#1182 2008 Ford Ranger	\$27,575.26	\$27,845.00	\$31,750.00
\$36,000.00	#1107 2010 Ford Ranger	\$27,575.26	\$27,845.00	\$31,750.00

### PREVIOUS COMMITTEE/BOARD ACTION:

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

In April 2023, Resolution 2023-02 was approved allowing us to purchase vehicles through the emergency expenditure of funds without competitive bidding.

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

The items above are line items in the 2024 Capital Budget 10-101-000-57-5706-0000. The existing vehicles would be declared as surplus and auctioned later in 2024.

### **STAKEHOLDER PROCESS:**

Not applicable.



### **LEGAL REVIEW:**

If approved, we would seek legal counsel on this process similar to purchases in the previous year.

### **ATTACHMENTS:**

Three Dealer Quotes

### **ALTERNATIVES:**

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

### **RECOMMENDATION:**

Staff recommends the Board of Commissioners approve the purchase of three 2024 Ford Mavericks through Willowbrook Ford at a price of \$27,575.26 each for a total cost of \$82,725.78.



Date/Time:

Nov 7, 2023 10:39 AM

Buyer: Phone: Joe Themel C: 6309886900

Address:

Wheaton, IL60187

Salesperson: sean lane

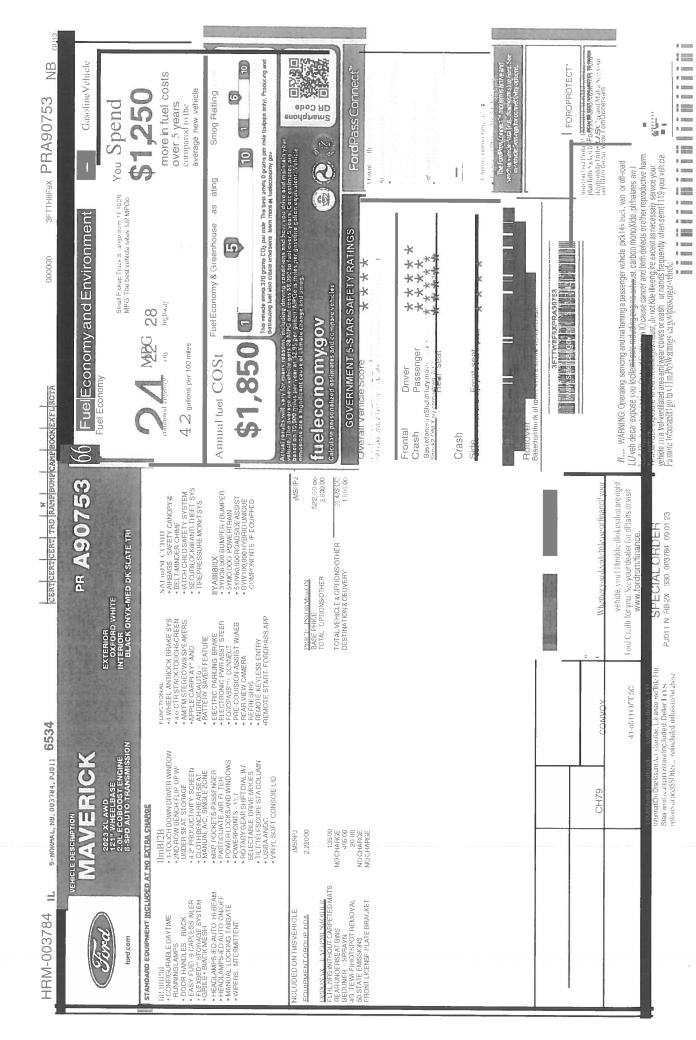
### 2024 Ford Maverick, Body Type:Truck

Color:White

Cash	Balance Due
\$ Down	
\$0	\$27,575

\$27,020.00
\$27,020.00
\$27,020.00
\$208.00
\$347.26
\$27,575.26
\$27,575.26

Χ	X
Customer Signature	Manager Signature
Date	Date





Preview Order M440-W88-SuperCrew AWD-XL: Order Summary Time of Preview: 11/10/2023 15:SS:41 Receipt: 11/10/2023

Dealership Name: Fair Oaks Ford

Sales Code: F41079

ı	Dealer Rep.	Dan Buzdugan	Туре	Retail	VehicleLine	Maverick	Order Code	M440
ı	CustomerName	X XXXXX	Priority Code	19	ModelYear	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP	
WSBO MAVERICK XLAWD	\$23400	FLR LNRS WITHOUT CARPETED MATS	\$13S	
.1210" WHEELBASE	\$0	BEDLINER - SPRAY-IN	\$49S	
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0	
CLOTH	\$0	SO STATE EMISSIONS	\$0	
EBONY	\$0	FUEL CHARGE	\$0	
EQUIPMENTGROUP OOA	\$2220	PRICED DORA	\$0	
XLTRIM	\$0	ADVERTISING ASSESSMENT	\$0	
.2.0L ECOBOOST ENGINE	\$0	DESTINATION & DELIVERY	\$1S95	
8-SPD AUTO TRANSMISSION	\$0			

MSRP
TOTAL BASE AND OPTIONS
DISCOUNTS
NA
TOTAL
\$2784S

Customer Name: Customer Address: Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.
This Is not an Inwice.



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Haggerty Ford 330 E. Roosevelt Rd West Chicago, IL60185 Ph: (630) 231-3200

			Р	h: (630) 23	31-3200				
DATE	11/06/2023	Sale	sman			David	Lindstron	n	
NAME Joe Theme! WHEATON PARK DISTRICT		STOC	STOCK#		F81736	F <u>8</u> 1736			
CO-BUYER			EMAI	EMAIL		joethenel @yahoo.com_			
ADDRESS 1000 MANCHESTER RD.			_		CI	ELL PHON HOM		(630) 988-6900	
CITY	WHEATON	STATE	<u>L</u>	ZIP	60187	PHON HOM	E	(630) 988-6900	
please enter my	order for the following	: ONew	/ ODe	mo ()	Used	PHON		(630) 988-6900	
	YEAR	NAME	MOI	DEL	COLO	R .	MI <u>L</u> EAGE_	SERIAL	_#
BOUGHT	2023	Ford	Mav	erick	OXFORD	WHITE	6	3FTTW8F97	PRA62753
TRADED									
CASH SELLING PRICE 31,390.00 TRADE DISCOUNT CASH DIFFERENCE 31,390.00									
								TAXES LICENSE &	13.00
								ADMINISTRATIVE FEES & CHARGES	347.00
								SUB TOTAL	31,750.00
								PAYOFF ON TRADE	
								SUB TOTAL FACTORY	31,750.00
								REBATE	
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								DEPOSIT BALANCE DUE	
ADMINISTRATIVE	FEES AND CHARGES	AN ADMINISTRATIVE FE	- 5 NOT AN	<del>ÚJERCIAI</del> E	EE A <del>N ADMINIST</del>	BATIVE EEE	S NICT DECLINE	ON DELIVERY	31.750.00
TO BUYERS FOR WAS \$40.00. THE N	HANDLING DOCUMEN MAXIMUM AMOUNT TH INNUAL ADJUSTMENT	TS AND PERFORMING S AT MAY BE CHARGED FO EQUAL TO THE PERCEN	ERVICES RE OR ADMINIS	ELATING TO FRATIVE FE	CLOSING OF A SES & CHARGESS	ALE. THE BASE A	SE ADMINISTR DMINISTRATIV	RATIVE FEE ENDING JAN /E FEE OF \$40.00 WHICH	JARY 1,1992 SHALL BE
NOTICE: THE ONL' COST OF LICENSE	Y OTHER ADDITIONAL AND TITLE REGISTRA	CHARGES PERMITTED A ATION AND TAXES.	RE DEALER	-ADDED OF	PTIONS, WARRAN	TY AND SER'	/ICE CONTRAI	CTS, INSURANCE AND TI	HE ACTUAL
		surance bsued With This							
SUPPLIER SHALL SERVICE CONTRA MERCHANTABILIT ASB-NOT EXPRES	BE LIABLE FOR PERFO ACT MADE BY DEALER Y OR FITNESS FOR A SLY WARRANTED OR	TURERS OR SUPPLIER C PRMANCE UNDER SUCH ON I'S OWN BEHALF.DI PARTICULAR PURPOSE, GUARANTEED.	WARRANTIE EALER HERI	S UNLESS EBY DISCLA	DEALER FURNISH IMS ALL WARRAN	HES BUYER V NTIES, EXPRE	VITH A SEPARA ESS OR MPLIE	ATE WRITTEN WARRANT D WARRANTIES OF	TY OR
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			SIGNED					PI	JRCHASER

SIGNED

--CO-BUYER

TO:

**Board of Commissioners** 

FROM:

Dan Novak, Director of Athletics & Facilities

Adam Lewandowski, Superintendent of Athletic Programs & Facilities

Darrell Houston, Athletic Manager

THROUGH: Michael Benard, Executive Director

RE:

BASEBALL/SOFTBALL UNIFORMS AND ATHLETIC EQUIPMENT

DATE:

December 20, 2023

### **SUMMARY:**

The Wheaton Park District Youth Baseball and Softball Program has over 1,600 participants. All expenses are covered by sponsorships, registration fees, and fundraising in the 2024 Athletic Department Baseball/Softball Budget.

Bid packets were sent to fifty-four (54) companies and a bid notice was placed in the Daily Herald. Bids were officially opened on Tuesday, November 14, 2023, at 10:00am at the Wheaton Park District Park Services Center. Results for the eight qualified competing vendors are listed below.

### **Bid Results:**

#### I. BASEBALLS

Name	Rawlings RSGRLLB1 60 doz.	Rawlings RPLB1 30 doz.	Champro CBB-61 SAF-T- SOFT Level 1 Baseball 10 doz.	
Santo Sport Store	\$42.89	\$42.89	\$22.60	
TPS Sports	\$42.38	\$42.38	\$19.98	
Riddell	SUB \$68.46	SUB \$83.62	\$32.82	
Kirhofer's Sports	\$43.00	\$43.00	\$21.00	
BSN Sports	\$50.63	\$52.74	SUB \$41.73	
Undefeated Sports	N/B	N/B	\$22.50	
Taza Supplies	\$130.00	\$105.00	\$82.00	
Pyramid School Products	SUB \$68.50	\$68.50	\$23.95	

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - TPS Sports be awarded the Rawlings RSGRLLB1, Rawlings RPLB1, and Champro CBB-61 SAF-T-SOFT Level 1 baseball.

### II. SOFTBALLS

Name	Rawlings C11BYLUC 30 doz.	Rawlings C12BYLUC 60 doz.	Champro CSB63 11" SAFE- T-SOFT – Durahide Cover 5 doz.	B5105 JUGS Sports 12" Softies 8 doz.	B5110 JUGS Sports 11" Softies 3 doz.
Santo Sport Store	\$66.40	\$66.40	\$53.60	N/B	N/B
TPS Sports	\$68.98 \$68.98	\$68.98	\$52.98 N/E	N/B	N/B
Riddell	N/B	N/B	\$80.11	\$120.60	\$120.60
Kirhofer's Sports	\$69.00	\$69.00	\$53.00	\$100.00	\$100.00
BSN Sports	\$81.36	\$81.36	SUB \$52.86	\$119.44	N/B
Undefeated Sports	N/B	N/B	N/B	N/B	N/B
Taza Supplies	\$128.00	\$128.00	\$141.00	\$138.00	\$180.00
Pyramid School Products	\$79.89	\$79.89	\$63.50	\$118.00	\$118.00

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o Santo Sport Store be awarded the Rawlings C11BYLUC and Rawlings C12BYLUC softball.
  - TPS Sports be awarded the Champro CSB63 11" SAFE-T-SOFT Durahide Cover softball. The lower bid submitted by BSN Sports was a substitute and does not meet the quality bid specifications.
  - o Kirhofer's Sports be awarded the JUGS Sports 12" Softies and JUGS Sports 11" Softies softball.

### III. CAPS/VISORS

Name	Replica Caps Adult MLB-350 60 doz.	Replica Caps Youth MLB-350 55 doz.	Cotton Twill Visors PCTV-100Y With Embroidered "W" 26 doz. #	Cotton Twill Caps GL271 With Embroidered "W" 27 doz. #	Cotton Twill Caps GL271Y With Embroidered "W" 10 doz. #
Santo Sport Store	\$84.60	\$84.60	N/B	N/B	N/B
TPS Sports	\$85.98	\$85.98	\$95.98	\$89.98	\$89.98
Riddell	N/B	N/B	SUB \$240.36	SUB \$251.16	SUB \$251.16
Kirhofer's Sports	\$108.00	\$108.00	\$102.00	\$95.40	\$95.40
BSN Sports	\$114.00	\$114.00	\$57.00	\$38.40	\$38.40
Undefeated Sports	N/B	N/B	N/B	N/B	N/B
Taza Supplies	\$166.00	\$166.00	\$116.00	\$88.00	\$88.00
Pyramid School Products	N/B	N/B	N/B	N/B	N/B

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - Santo Sport Store be awarded the Replica Caps Adult MLB-350 and Replica Caps Youth MLB-350.
  - BSN Sports be awarded the Cotton Twill Visors PCTV-100Y, Cotton Twill Caps GL271, and Cotton Twill Caps GL271Y.

### IV. PANTS

Name • •	Champro BPVY Value Pull-up Youth OR Champro BPY Performance Pull Up Youth 90 doz.	Champro BPA Performance Pull Up Adult 15 doz.	Champro BP11 Tournament Girl's Traditional Low Rise 48 doz.	Champro BP11 Tournament Women's Traditional Low Rise 24 doz.
Santo Sport Store	\$66.84	\$77.76	\$134.64	\$156.84
TPS Sports	\$63.68	\$74.58	\$131.68	\$153.28
Riddell	\$81.48	\$112.60	\$198.60	\$230.40
Kirhofer's Sports	\$72.00	\$96.00	\$155.40	\$177.00
BSN Sports	\$75.60	\$120.00	\$180.00	\$216.00
Undefeated Sports	\$60.00	\$80.00	\$140.00	\$160.00
Taza Supplies	\$182.00	\$152.00	\$360.00	\$360.00
Pyramid School Products	\$62.08	\$89.88	\$169.98	\$188.88

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - Undefeated Sports be awarded the Champro BPVY Value Pull-up Youth pant or Champro BPY Performance Pull Up Youth pant.
  - TPS Sports be awarded the Champro BPA Performance Pull-up Adult pant, Champro BP11
     Tournament Girl's Traditional Low Rise pant, and Champro BP11 Tournament Women's
     Traditional Low Rise pant.

### V. SOCKS/BELTS

Name	Champro AS2 Multi- Sport Sock Small 48 doz.	Champro AS2 Multi- Sport Sock Medium 27 doz.	Champro AS2 Multi- Sport Sock Large 20 doz.	Champro A060 Adult Brute 32 doz.
Santo Sport Store	\$24.90	\$24.90	\$24.90	\$37.40
TPS Sports	\$21.98	\$21.98	\$21.98	\$33.98
Riddell	SUB \$41.25	SUB \$41.25	SUB \$41.25	\$54.00
Kirhofer's Sports	\$27.00	\$27.00	\$27.00	\$39.00
BSN Sports	\$42.00	\$42.00	\$42.00	\$54.00
Undefeated Sports	\$27.00	\$27.00	\$27.00	\$36.00
Taza Supplies	\$44.00	\$44.00	\$44.00	\$72.00
Pyramid School Products	\$25.08	\$25.08	\$25.08	\$46.20

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - TPS Sports be awarded the Champro Multi-Sport AS2 Small Sock, Champro Multi-Sport AS2 Medium Sock, Champro Multi-Sport AS2 Large Sock, and Champro A060 Adult Brute belt.

### VI. UNIFORMS

Name	791 Youth Nextgen Wicking Tee 1 Logo 650 ea.	791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo 350 ea.	791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo, Number 230 ea.	790 Nextgen Wicking Tee 200 ea.	1791 Girls Nextgen Wicking Tee 175 ea.	1790 Nextgen Wicking Tee 230 ea.
Santo Sport Store	N/B	N/B	N/B	N/B	N/B	N/B
TPS Sports	\$6.18	\$7.88	\$8.88	\$9.18	\$8.88	\$9.18
Riddell	\$6.90	\$8.40	\$13.40	\$13.40	N/B	\$13.40
Kirhofer's Sports	\$6.00	\$10.50	\$13.50	\$13.50	\$13.50	\$13.50
BSN Sports	\$6.30	\$14.00	N/B	N/B	N/B	N/B
Undefeated Sports	\$6.00	\$7.50	\$10.00	\$10.00	\$10.00	\$10.00
Taza Supplies	\$10.00	\$10.00	\$10.00	\$10.00	\$6.00	\$10.00
Pyramid School Products	N/B	N/B	N/B	N/B	N/B	N/B

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - Kirhofer's Sports and Undefeated Sports both be partially awarded the 791 Youth Nextgen
     Wicking Tee 1 Logo. Awards will be split up by leagues to give each company a similar quantity.
  - o Undefeated Sports be awarded the 791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo.
  - TPS Sports be awarded the 791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo, Number, 790 Nextgen Wicking Tee, 1791 Girls Nextgen Wicking Tee, and 1790 Nextgen Wicking Tee. The lower 1791 Girls Nextgen Wicking Tee bid submitted by Taza Supplies does not meet the bid specifications.

### VII. BATS

Name	27" (-10) (2 5/8" Barrel) 3 ea.	28" (-10) (2 5/8" Barrel) 3 ea.	29" (-10) (2 5/8" Barrel) 5 ea.	30" (-10) (2 5/8" Barrel) 5 ea.	31" (-10) (2 <sup>°</sup> 5/8" Barrel) 3 ea.	32" (-10) (2 5/8" Barrel) 3 ea.
Santo Sport Store	\$58.39	\$58.39	\$58.39	\$58.39	\$58.39	\$58.39
TPS Sports	\$35.08	\$35.08	\$35.08	\$35.08	\$73.48	\$73.48
Riddell	N/B	N/B	N/B	N/B	N/B	N/B
Kirhafer's Sports	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
BSN Sports	\$58.86	\$58.86	\$58.86	\$58.86	N/B	N/B
Undefeated Sports	N/B	N/B	N/B	N/B	N/B	N/B
Taza Supplies	\$330.00	\$150.00	\$525.00	\$525.00	\$525.00	\$525.00
Pyramid School Products	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o TPS Sports be awarded the 27" (-10) (2 5/8" barrel), 28" (-10) (2 5/8" barrel), 29" (-10) (2 5/8" barrel), and 30" (-10) (2 5/8" barrel) bat.
  - o Kirhofer's Sports be awarded the 31" (-10) (2 5/8" Barrel) and 32" (-10) (2 5/8" Barrel) bat.

### VIII. BATS (Continued)

Name	30" (-5) (2 5/8" Barrel) 3 ea.	31" (-5) (2 5/8" Barrel) 3 ea.	32" (-5) (2 5/8" Barrel) 3 ea.	SB 24" (-12) 5 ea.	SB 25" (-12) 5 ea.	SB 27" (-10) 5 ea.	SB 28" (-10) 5 ea.	SB 30" (-10) 5 ea.
Santo Sport Store	\$76.47	\$76.47	\$76.47	\$22.67	\$22.67	SUB \$46.67	SUB \$46.67	SUB \$46.67
TPS Sports	\$73.48	\$73.48	\$73.48	\$21.98	\$21.98	\$24.98	\$24.98	\$24.98
Riddell	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Kirhofer's Sports	\$85.00	\$85.00	\$85.00	\$25.00	\$25.00	\$35.00	\$35.00	\$35.00
BSN Sports	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Undefeated Sports	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Taza Supplies	\$300.00	\$300.00	\$300.00	\$68.00	\$68.00	\$68.00	\$68.00	\$645.00
Pyramid School Products	\$79.95	\$79.95	\$79.95	SUB \$29.95	SUB \$29.95	\$29.95	\$29.95	\$29.95

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o TPS Sports be awarded the 30" (-5) (2 5/8" Barrel), 31" (-5) (2 5/8" Barrel), 32" (-5) (2 5/8" Barrel), SB 24" (-12), SB 25" (-12), SB 27" (-10), SB 28" (-10), and SB 30" (-10) bat.

### IX. HELMETS

Name	Champro HXU HX Rookie Batting Helmet Small T-Ball - Black 6 ea.	Champro HXU HX Rookie Batting Helmet Med Junior – Black 6 ea.	Champro HXU HX Rookie Batting Helmet Lg Senior – Black 6 ea.	CMHXU Cannon Catcher's Helmet – Youth 16 ea.	CMHXU Cannon Catcher's Helmet – Adult 16 ea.	Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior - Black 6 ea.	Champro HXFPU HX Rookie Fastpitch Batting Helmet Lg Senior - Black 6 ea.
Santo Sport Store	\$15.20	\$15.68	\$16.22	\$56.40	\$56.40	\$25.49	\$25.49
TPS Sports	\$14.08	\$14.88	\$15.38	\$52.98	\$52.98	\$24.88	\$24.88
Riddell	\$36.91	\$36.91	\$36.91	\$82.49	\$82.49	\$102.98	\$102.98
Kirhofer's Sports	\$15.00	\$15.50	\$16.00	\$55.00	\$55.00	\$25.00	\$25.00
BSN Sports	\$16.86	\$17.54	\$18.16	\$66.33	\$66.33	\$29.86	\$29.86
Undefeated Sports	\$17.00	\$18.00	\$19.00	\$65.00	\$65.00	\$26.50	\$26.50
Taza Supplies	\$38.00	\$45.00	\$45.00	\$120.00	\$122.00	\$75.00	\$75.00
Pyramid School Products	\$18.25	\$18.25	\$19.50	\$63.50	\$63.50	\$28.95	\$28.95

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - TPS Sports be awarded the Champro HXU HX Rookie Batting Helmet Small T-Ball Black, Champro HXU HX Rookie Batting Helmet Med Junior Black, Champro HXU HX Rookie Batting Helmet Large Senior Black, Champro CMHXU Cannon Catcher's Helmet Youth, Champro CMHXU Cannon Catcher's Helmet Adult, Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior Black, and Champro HXFPU HX Rookie Fastpitch Batting Helmet Large Senior -Black helmet.

### X. MISCELLANEOUS/CATCHER'S MITT

Name	Champro B047 Movable Pitcher Rubber 10 ea.	Champro A07 Scorebook 70 ea.	Champro B050 Heavy Duty Rubber Batting Tee 15 ea.	Rawlings Renegade 31.5 in P-RCM315B 6 ea.	Rawlings Renegade 32.5 in P-RCM325B 6 ea.
Santo Sport Store	\$12.40	\$3.27	\$12.70	\$34.70	\$36.70
TPS Sports	\$12.68	\$3.58	\$12.08	\$32.98	\$32.98
Riddell	\$19.00	\$4.89	\$24.98	N/B	N/B
Kirhofer's Sports	\$14.00	\$4.00	\$13.00	\$35.00	\$37.00
BSN Sports	SUB \$11.63	SUB \$4.33	SUB \$20.43	N/B	N/B
Undefeated Sports	\$13.00	\$3.26	\$12.50	N/B	N/B
Taza Supplies	\$38.00	\$8.00	\$28.00	\$75.00	\$75.00
Pyramid School Products	\$15.58	\$3.89	\$19.50	\$38.95	\$42.25

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o BSN Sports be awarded the Champro B047 Movable pitcher rubber.
  - o Undefeated Sports be awarded the Champro A07 scorebook.
  - TPS Sports be awarded the Champro B050 Heavy Duty Rubber Batting Tee, Rawlings Renegade 31.5 in Catcher's Mitt, and Rawlings Renegade 32.5 in Catcher's Mitt.

### XI. MISCELLANEOUS ITEMS

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

### PREVIOUS COMMITTEE/BOARD ACTION:

On December 21, 2022 the Wheaton Park District Board of Commissioner's approved the 2023 Baseball/Softball uniforms and athletic equipment bid results presented by staff.

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

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

### **ATTACHMENTS:**

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

### **RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioner's approve the 2024 Baseball/Softball uniforms and athletic equipment bid results as presented.

### Wheaton Park District 2024 BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS

Vendor	Equipment	Quantity	Cost
	Baseballs		
TPS Sports	Rawlings RSGRLLB1	60 doz	\$42.38/doz
TPS Sports	Rawlings RPLB1	30 doz	\$42.38/doz
TPS Sports	Champro CBB-61 SAF-T-SOFT Level 1 Baseball	10 doz	\$19.98/doz
	Softballs		
Santo Sport Store	Rawlings C11BYLUC	30 doz	\$66.40/doz
Santo Sport Store	Rawlings C12BYLUC	60 doz	\$66.40/doz
TPS Sports	Champro CSB63 11" SAFE-T- SOFT – Durahide Cover	5 doz	\$52.98/doz
Kirhofer's Sports	JUGS Sports 12" Softies	8 doz	\$100.00/doz
Kirhofer's Sports	JUGS Sports 11" Softies	3 doz	\$100.00/doz
	Caps/Viso	rs	
Santo Sport Store	Replica Caps Adult MLB-350	60 doz	\$84.60/doz
Santo Sport Store	Replica Caps Youth MLB-350	55 doz	\$84.60/doz
BSN Sports	Cotton Twill Visors PCTV-100Y With embroidered "W"	26 doz	\$57.00/doz
BSN Sports	Cotton Twill Caps GL271 With embroidered "W"	27 doz	\$38.40/doz
BSN Sports	Cotton Twill Caps GL271Y With embroidered "W"	10 doz	\$38.40/doz
	Pants		
Undefeated Sports	Champro BPVY Value Pull-up Youth or Champro	90 doz	\$60.00/doz

## Wheaton Park District 2024 BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS

\$74.58/doz \$131.68/doz \$153.28/doz	
\$131.68/doz	
\$131.68/doz	
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ć22.00/-I	
\$33.98/doz	
\$6.00/ea	
\$7.50/ea	
\$8.88/ea	
\$9.18/ea	
75.10/ea	
\$8.88/ea	
\$8.88/ea	
\$8.88/ea	
\$8.88/ea \$9.18/ea	

# Wheaton Park District 2024 BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS

	Bats		
TPS Sports	27" (-10) (2 5/8" barrel)	3 ea	\$35.08/ea
TPS Sports	28" (-10) (2 5/8" barrel)	3 ea	\$35.08/ea
TPS Sports	29" (-10) (2 5/8" barrel)	5 ea	\$35.08/ea
TPS Sports	30" (-10) (2 5/8" barrel)	5 ea	\$35.08/ea
Kirhofer's Sports	31" (-10) (2 5/8" barrel)	3 ea	\$50.00/ea
Kirhofer's Sports	32" (-10) (2 5/8" barrel)	3 ea	\$50.00/ea
	Bats (Gontin	ued)	Charlet Hill
TPS Sports	30" (-5) (2 5/8" barrel)	3 ea	\$73.48/ea
TPS Sports	31" (-5) (2 5/8" barrel)	3 ea	\$73.48/ea
TPS Sports	32" (-5) (2 5/8" barrel)	3 ea	\$73.48/ea
TPS Sports	SB 24" (-12)	5 ea	\$21.98/ea
TPS Sports	SB 25" (-12)	5 ea	\$21.98/ea
TPS Sports	SB 27" (-10)	5 ea	\$24.98/ea
TPS Sports	SB 28" (-10)	5 ea	\$24.98/ea
TPS Sports	SB 30" (-10)	5 ea	\$24.98/ea
	Helmets		
TPS Sports	Champro HXU HX Rookie Batting Helmet Small T- Ball	6 ea	\$14.08/ea
TPS Sports	Champro HXU HX Rookie Batting Helmet Med Junior	6 ea	\$14.88/ea
TPS Sports	Champro HXU HX Rookie Batting Helmet Large Senior	6 ea	\$15.38/ea
TPS Sports	CMHXU Cannon Catcher's Helmet – Youth	<b>16</b> ea	\$52.98/ea
TPS Sports	CMHXU Cannon Catcher's Helmet – Adult	16 ea	\$52.98/ea
TPS Sports	Champro HXFPU HX Rookie Fastpitch Batting	6 ea	\$24.88/ea

# Wheaton Park District 2024 BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS

	Helmet Med		
TPS Sports	Champro HXFPU HX Rookie Fastpitch Batting Helmet Large Senior	6 ea	\$24.88/ea
	Miscellaneous/Cat	cher's Mitt	
BSN Sports	Champro B047 Movable Pitcher Rubber	10 ea	\$11.63/ea
Undefeated Sports	Champro A07 Scorebook	70 ea	\$3.26/ea
TPS Sports	Champro B050 Heavy Duty Rubber Batting Tee	15 ea	\$12.08/ea
TPS Sports	Rawlings Renegade 31.5 in P-RCM315B	6 ea	\$32.98/ea
Rawlings TPS Sports Renegade 32.5 in P-RCM325B		6 ea	\$32.98/ea

TO:

**Board of Commissioners** 

FROM:

Daniel Novak, Director of Athletics & Facilities

Adam Lewandowski, Superintendent of Athletic Programs & Facilities

Matthew Wrobel, Athletic Manager

THROUGH:

Michael Benard, Executive Director

RE:

FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT

DATE:

December 20, 2023

## **STATEMENT OF THE ISSUE**

The Wheaton Park District Youth Football Program has over 600 participants. Official bids were mailed or sent out electronically for our youth football uniforms and equipment. The expenses will be covered by sponsorships, registration fees, and fundraisers, which will be covered in the 2024 athletic department football operational budget.

Bid packets were sent to fifty-four (54) companies and a bid notice was placed in the Daily Herald newspaper. On Wednesday, November 15, 2023, at 10A at the Wheaton Park District Park Services Center the eight (8) received bids were officially opened.

## I. Equipment/Helmets/Miscellaneous Supplies

Vendor	800 ea. Mouth Guards (Strapped) Navy Blue	60 ea. Riddell Hard Cup Chin Strap Navy Blue	35 doz. Champro Football Belt FWB - Orange	70 ea. Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC- HS4 Facemask Attached (Navy Blue FM)	30 ea. Shutt Youth Vengeance A11 Helmet (Gloss Navy) With V-ROPO- TRAD-YF Facemask Attached (Navy Blue)	200 ea. Champro 5- Star Rated SH7 Soft Shell Helmet Small / Medium / Large	30 ea. Champro 6" Pump A143	10 ea. Champro Replacement Needle A142RN
Santo Sport Store	N/B	N/B	\$9.39	N/B	N/B	N/B	\$3.40	\$.64
Pyramid School Products	\$.68	N/B	\$9.95	N/B	N/B	\$44.95	\$2.99	\$.85
BSN Sports	\$.45	N/B	\$11.48	N/B	\$160.68	\$47.82	\$2.23	\$.66
Undefeated Sports	\$.55	N/B	\$9.50	N/B	N/B	\$38.50	\$3.69	\$.35
Taza Supplies	\$.70	\$42.00	\$30.00	\$224.00	\$224.00	S - \$75.00 M - \$90.00 L - \$91.00	\$10.00	\$6.00
Kirhofer's Sports	\$.50	N/B	\$9.00	N/B	N/B	\$38.00	\$2.00	\$3.00
Riddell	\$.59	\$12.00	\$13.92	\$150.00	N/B	\$59.89	\$5.65	\$.48
TPS Sports	\$.48	N/B	\$8.88	N/B	N/B	\$38.88	\$3.88	\$.68

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o BSN Sports be awarded the Mouth Guard (strapped) and Shutt Youth Vengeance A11 Helmet.
  - o Undefeated Sports be awarded the Champro Replacement Needle.
  - Kirhofer's Sports be awarded the Champro 5-star Rated Soft Shell Helmet and Champro 6"
     Pump.
  - o Riddell be awarded the Riddell Hard Cup Chin Strap and Riddell Speed Classic Youth Helmet.
  - o TPS Sports be awarded the Champro Football Belt.

### II. Footballs/Shoulder Pads/Pants

Vendor	20 ea. Wilson GST Composite Pee Wee	20 ea. Wilson GST Composite Junior	20 ea. Wilson GST Composite Youth	15 ea. Wilson NFL The Duke Mini Replica Footballs	100 ea. Riddell Pursuit Youth Shoulder Pad Youth Sizes: Small / Medium/ Large/ X-Large/ XX-Large/ XXX-	500 ea. Navy Game Pant – Champro Blocker Traditional Game Pant FP20 (Youth & Adult)	500 ea. White Game Pant – Champro Blocker Traditional Game Pant FP20 {Youth & Adult}
Santo Sport Store	\$29.20	\$29.20	\$29.20	N/B	N/B	Y - \$14.64 A - \$16.39	Y - \$14.64 A - \$16.39
Pyramid School Products	\$30.85	\$30.85	\$30.85	N/B	N/B	Y - \$18.88 A - \$18.98	Y - \$17.68 A - \$18.95
BSN Sports	\$31.32	\$31.32	\$31.32	N/B	N/B	Y - \$20.45 A - \$23.06	Y - \$20.45 A - \$23.06
Undefeated Sports	N/B	N/B	N/B	N/B	SUB \$36.00	Y - \$18.00 A - \$20.00	Y - \$18.00 A - \$20.00
Taza Supplies	\$63.00	\$65.00	\$65.00	\$16.00	\$112.00	Y — \$30.00 A - \$34.00	Y - \$30.00 A - \$34.00
Kirhofer's Sports	\$32.00	\$32.00	\$32.00	\$32.00	N/B	Y - \$15.00 A - \$16.00	Y - \$15.00 A - \$16.00
Riddell	\$45.99	\$45.99	\$45.99	N/B	\$47.25	SUB Y - \$15.00 A - \$17.00	SUB Y - \$15.00 A - \$17.00
TPS Sports	N/B	N/B	N/B	N/B	N/B	Y - \$14.38 A - \$15.99	Y - \$14.38 A - \$15.98

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - Santo Sport Store be awarded the Wilson GST Composite Pee Wee, Wilson GST Composite
    Junior, and Wilson GST Composite Youth Football.
  - o Taza Supplies be awarded the Wilson NFL The Duke Mini Replica Football.
  - Riddell be awarded the Riddell Pursuit Youth Shoulder Pad. The lower bid submitted by Undefeated Sports was a substitute and does not meet the quality bid specifications.
  - TPS Sports be awarded the Navy Game Pant Champro Blocker Traditional and White Game
     Pant Champro Blocker Traditional.

## III. Socks/Miscellaneous

Vendor	8 doz. Champro Socks (Orange) AS2 Multi-Sport Sock Small	17 doz. Champro Socks (Orange) AS2 Multi-Sport Sock Medium	19 doz. Champro Socks (Orange) AS2 Multi-Sport Sock Large	300 ea. Champro Scrimmage Vest FV – Orange (Adult & Intermediate)	1 ea. Champro Deluxe Down Box And Chains A103	25 ea. Riddell HS-24 Half Blocking Shield	25 ea. Riddell R-13 Half Round Step-Over Dummy
Santo Sport Store	\$24.90	\$24.90	\$24.90	\$3.18	\$214.70	N/B	N/B
Pyramid School Products	\$25.08	\$25.08	\$25.08	\$3.99	\$285.00	N/B	N/B
BSN Sports	\$42.00	\$42.00	\$42.00	\$3.48	\$327.14	SUB \$65.37	SUB \$91.12
Undefeated Sports	\$27.60	\$27.60	\$27.60	\$4.00	N/B	N/B	N/B
Taza Supplies	\$42.00	\$42.00	\$42.00	\$7.00	\$560.00	\$88.00	\$168.00
Kirhofer's Sports	\$23.00	\$23.00	\$23.00	\$3.25	\$190.00	N/B	N/B
Riddell	\$42.00	\$42.00	\$42.00	\$5.35	\$427.89	\$65.00	\$90.00
TPS Sports	\$21.98	\$21.98	\$21.98	\$2.68	\$171.98	N/B	N/B

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - TPS Sports be awarded the Champro Multi-Sport Sock for small, medium, and large, Champro Scrimmage Vest FV, and Champro Deluxe Down Box and Chains.
  - Riddell be awarded the Riddell HS-24 Half Blocking Shield and Riddell R-13 Half Round Step-Over Dummy.

IV. Jerseys

Vendor	500 ea. Reversible Game Jersey Adult & Youth	500 ea. Two Separate Game Jerseys Adult & Youth Home (Dark/Navy) and Away (Light/White) If Providing 2-Jersey Option 500 Of EACH Color Will Be Required	500 ea. Hero Flag Football Jersey With 3 Flags & Ten (10) different Color Mix (762FFJY/762FFJ) With 2" WHEATON And 6" Number w/single Color On Screen Front With 8" Number With Single Color On Screen Back	500 ea. Champro Pre Season Practice Football Jersey FJ57 — Navy 2" RAMS On Front Of Jersey — White (Youth & Adult)
Santo Sport Store	N/B	N/B	N/B	N/B
Pyramid School Products	N/B	N/B	N/B	N/B
BSN Sports	A - \$75.00 Y - \$75.00	A \$56.50 Y \$56.50	Y - \$24.00 A - \$26.00	Y - \$23.00 A - \$23.00
Undefeated Sports	A - \$50.00 Y - \$55.00	A \$32.00 Y \$32.00	N/B	Y - \$12.00 A - \$12.00
Taza Supplies	A - \$9.00 Y - \$7.00	A \$7.00 Y \$9.00	Y - \$32.00 A - \$32.00	Y - \$16.00 A - \$21.00
Kirhofer's Sports	A - \$49.00 Y - \$49.00	N/B	Y - \$19.00 A - \$20.00	Y - \$9.00 A - \$9.00
Riddell	A - \$70.00 Y - \$68.00	A \$59.45 Y \$56.80	Y - \$27.56 A - \$28.74	Y - \$18.98 A - \$18.98
TPS Sports	A - \$42.88 Y - \$42.88	A \$29.98 Y \$28.98	Y - \$17.28 A - \$18.48	Y - \$10.68 A - \$10.68

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - TPS Sports be awarded the Reversible Game Jersey and Hero Flag Football Jersey. The lower Reversible Game Jersey bid submitted by Taza Supplies does not meet the bid specifications.
  - o Kirhofer's Sports be awarded the Champro Pre Season Practice Football Jersey FJ57.
  - Staff recommends rejecting the 5 two separate game jersey bids as these will not be ordered for the 2024 season, with the single reversible jersey proving more cost effective. The lower Two Separate Game Jerseys bid submitted by Taza Supplies does not meet the bid specifications.

#### V. MISCELLANEOUS ITEMS

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

## PREVIOUS COMMITTEE/BOARD ACTION:

The Wheaton Park District Board of Commissioner's approved the 2023 Football uniforms and athletic equipment bid results as presented at the December 21, 2022 meeting.

## REVENUE OR FUNDING IMPLICATIONS:

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

## **ATTACHMENTS:**

Summary of the Awarded Vendors per Football Equipment Bid Category.

## **RECOMMENDATION:**

Staff recommend that the Wheaton Park District Board of Commissioner's approve the 2024 Football uniforms and athletic equipment bid results as presented.

# Wheaton Park District 2024 FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS

Vendor	Equipment	Quantity	Cost
<u> </u>	pment/Helmers/Miscellan	Bous Supplies	
BSN Sports	Mouth Guards (strapped) Navy Blue	800 ea.	\$.45
Riddell	Riddell Hard Cup Chin Strap Navy Blue	60 ea.	\$12.00
TPS Sports	Champro Football Belt FWB – Orange	35 doz.	\$8.88
Riddell	Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC-HS4 Facemask Attached (Navy Blue FM)	70 ea.	\$150.00
BSN Sports	Shutt Youth Vengeance A11 Helmet (Gloss Navy) With V-ROPO- TRAD-YF Facemask Attached (Navy Blue)	30 ea.	\$160.68
Kirhofer's Sports	Champro 5-Star Rated SH7 Soft Shell Helmet Small / Medium / Large	200 ea.	\$38.00
Kirhofer's Sports	Champro 6" Pump A143	30 ea.	\$2.00
Undefeated Sports	Champro Replacement Needle A142RN	10 ea.	\$.35
The second secon	Footballs/Shoulder Pads/	/Pants	
Santo Sport Store	Wilson GST Composite Pee Wee	20 ea.	\$29.20
Santo Sport Store	Wilson GST Composite Junior	20 ea.	\$29.20
Santo Sport Store	Wilson GST Composite Youth	20 ea.	\$29.20
Taza Supplies	Wilson NFL The Duke Mini Replica Footballs	15 ea.	\$16.00
Riddell	Riddell Pursuit Youth Shoulder Pad Youth Sizes: Small / Medium/	100 ea.	\$47.25

## Wheaton Park District 2024 FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS

	Large/ X-Large/ XX- Large/XXX-Large		
TPS Sports	Navy Game Pant – Champro Blocker Traditional Game Pant FP20	500 ea.	Y-\$14.38 A-\$15.98
TPS Sports	White Game Pant – Champro Blocker Traditional Game Pant FP20	500 ea.	Y-\$14.38 A-\$15.98
	Socks/Miscellaneou	5	WAS COLLEGE
TPS Sports	Champro Socks (orange) AS2 Multi- sport sock small	8 doz.	\$21.98
TPS Sports	Champro Socks (orange) AS2 Multi- sport sock medium	17 doz.	\$21.98
TPS Sports	Champro Socks (orange) AS2 Multi- sport sock large	19 doz.	\$21.98
TPS Sports	Champro Scrimmage Vest FV – Orange	300 ea.	\$2.68
TPS Sports	Champro Deluxe Down Box And Chains A103	1 ea.	\$171.98
Riddell	Riddell HS-24 Half Blocking Shield	25 ea.	\$65.00
Riddell	Riddell R-13 Half Round Step-Over Dummy	25 ea.	\$90.00
	Jerseys		
TPS Sports	Reversible Game Jersey Adult & Youth	500 ea.	A-\$45.98 Y-\$44.98
TPS Sports	Hero Flag Football Jersey (762FFJY)	500 ea.	Y-\$17.28 A-\$18.48
Kirhofer's Sports	Champro Pre Season Practice Football Jersey FJ57 — Navy 2" RAMS On Front Of Jersey — White	500 ea.	Y-\$9.00 A-\$9.00

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TO:

**Board of Commissioners** 

FROM:

Andy Bendy, Director of Special Facilities

Bruce Stoller, Director of Golf, Arrowhead Golf Club

THROUGH:

Michael Benard, Executive Director

RE:

2024 Golf Rates

DATE:

December 6, 2023



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

Staff had developed, and started to implement, a plan to deal with the incremental increases to the minimum wage which will continue through 2025.

Staff would like to request an increase in golf fees of \$1.00 for 9-holes and \$2.00 for 18-holes across the board for 2024. The exception would be to the junior/senior resident rates which would show no increase for 9-holes and only \$1.00 for 18-holes. Raising the junior/senior resident green fees in this way would allow us to align these rates with the rest of our fee structures which charge 9-hole rates at 50% of 18-hole rates.

**PREVIOUS COMMITTEE/BOARD ACTION:** Green fees were last raised before the 2023 season when an increase of \$1.00 per nine holes was instituted across the board with the exception of the junior/senior 9-hole rate which was not changed.

**REVENUE OR FUNDING IMPLICATIONS:** Raising green fees as requested will produce additional revenue of approximately \$70,000 which will cover the increases to the minimum wage along with the portion of annual increases for full-time staff funded by the pro shop area of the golf division.

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

**LEGAL REVIEW: NA** 

**ATTACHMENTS:** Rate comparison chart

**ALTERNATIVES:** Rates can be left unchanged acknowledging that this will potentially have a negative impact on the bottom line.

## **Proposed:** Arrowhead Golf Rates for 2024 Season

Rate increase for the 2024 season

	18-hole \$ Increase	9-hole \$ Increase
Resident Weekday	\$2.00	\$1.00
Resident Weekend	\$2.00	\$1.00
Resident Jr/Senior	\$1.00	\$0.00
	18-hole \$ Increase	9-hole \$ Increase
Non Resident Weekday	\$2.00	\$1.00
Non Resident Weekend	\$2.00	\$1.00
Non Resident Jr/Senior	\$2.00	\$1.00

## **Golf Rates 2024**

	Resident 18-Holes w/Cart	Resident 18-Holes w/Cart	Resident 18-Holes w/Cart	Non-Resident 18-Holes w/Cart	Non-Resident 18-Holes w/Cart	Non-Resident 18-Holes w/Cart
Course	Weekday	Weekend	Jr/Senior	Weekday	Weekend	Jr/Senior
PROPOSED 2024			- Carlonary			
18-Holes	\$74.00	\$79.00	\$59.00	\$89.00	\$99.00	\$75.00
9-Holes	\$37.00	\$39.50	\$29.50	\$44.50	\$49.50	\$37.50
ARROWHEAD 2023						
18-Holes	\$72.00	\$77.00	\$58.00	\$87.00	\$97.00	\$73.00
9-Holes	\$36.00	\$38.50	\$29.50	\$43.50	\$48.50	\$36.50
Bolingbrook	\$100.00	\$114.00	\$75.00	\$110.00	\$124.00	\$75.00
Bowes Creek	NA	NA	NA	\$75.00	\$105.00	\$55.00
Cantigny	NA	NA	NA	\$111.00	\$134.00	\$72.00
Klein Creek	NA	NA	NA	\$65.00	\$85.00	\$55.00
Prairie Landing	NA	NA	NA	\$80.00	\$110.00	\$60.00 (M-R)
The Preserve	NA	NA	NA	\$85/\$100 (Fri)	\$110.00	\$70.00
Seven Bridges	NA	NA	NA	\$89.00	\$99.00	\$69.00
Village Links	\$63.00	\$75.00	\$53.00	\$83.00	\$93.00	\$62.00

**RECOMMENDATION:** Staff recommends increasing green fees by \$1.00 for 9-holes and \$2 for 18-holes for all rates with the exception of junior/senior resident fees which would remain unchanged for 9-holes and would increase by \$1.00 for 18-holes.

Jessica & Stuart Hatton 2 S 725 Cree Lane Wheaton, IL 60189 Milton Township 30 October 2023

Mr. Mike Benard & Wheaton Park District Board Executive Director
Wheaton Park District
102 E. Wesley St.
Wheaton IL 60187

Dear Mr. Mike Benard & Wheaton Park District Board:

We purchased the residential property located at 2 S 725 Cree Lane in Wheaton, IL (Milton Township) in September 2020. We have noticed that in our tax assessments for this property that we are currently assessed for the Wheaton Park District. While we certainly value the Wheaton Park District and all that the Board has done to advance the community, it is our belief that the current zoning to include our parcel as a connected property for purposes of Wheaton Park District tax assessment, is no longer consistent with the surrounding properties and it is our formal petition to the Board to review this request to disconnect our real property from the current territorial boundary.

I hold a Masters in Taxation Regulation and in my expertise reviewing the tax information for our residence against that of the remaining parcels on our street, our home is the only one coded 5097, whereas the entirety of the other 19 homes on our street are 5090 tax codes. I understand that this was likely coded at the desire of the original parcel owner when the property was first divided (circa 1973 or earlier), but as it is inconsistent with the remaining properties, we request to permanently and irreversibly disconnect the parcel from the Wheaton Park District.

If you would like any additional information or if there is anything further that we may clarify, please don't hesitate to reach out to Jessica by phone at 630-699-5750 or via email Hatton.jessicaek@gmail.com.

Sincerely,

Tessica Hatton, MST

Stuart Hatton

Property owners of parcel 05-30-406-039 located at 2S725 Cree Lane

## Exhibit A Criteria & Process

## Criteria

The territory sought to be disconnected is not contiguous in whole or in part to another park district and is less than 20 acres.

The property parcel 05-30-406-039 located at 2S725 Cree Lane of Milton Township indeed is not contiguous in any part to another park district. It is also less than 20 acres. See Exhibit B.

The territory sought to be disconnected is: (i) located on the border of the Wheaton Park District, and (ii) if disconnected from the park district, the territory to be disconnected would not "separate any part of the Park District from any other part."

This territory is indeed on the border of the Wheaton Park District and if disconnected, would not separate any part of the Park District from another. See Exhibit B.

If these criteria are met, the territory could be disconnected from the Park District, in the discretion of its corporate authorities (park board), according to the following process as set forth in 70 ILCS 1205/3-6:

- 1. Petition Filed by Owners of Record: A written Petition must be filed with the Park district Secretary (M. Benard). The Petition must be signed by: (i) the majority of the owners of record of land; and (ii) the owners of record of more than one-half of the area of land in the territory to be disconnected.
  - Please see attached, signed petition.
- 2. Petition Must Specify the Territory: The Petition must request that the specified territory be disconnected from the Park District. A legal description is typically provided.

Please see attached, signed petition, and Exhibit B for legal description.

3. County Clerk's Certificate Must Accompany Petition: The Petition must be accompanied by a certificate from the DuPage County Clerk, showing that all Park District assessments (taxes) due up to the time of presenting the petition are fully paid.

Please see attached, Exhibit C.

- 4. Timing of park Board Consideration: The Petition must be on file with the Park District's Secretary at least 30 days before the Park Board considers it.

  Understood. We await the Board's formal review.
- 5. Disconnection does not Exempt Territory from existing Park District Debt. *Understood. No such debt exists.*

Mr. Mike Benard & Wheaton Park District Board 30 October 2023 Hatton Petition, Page 3

## Exhibit B Tax Coding of Surrounding Parcels

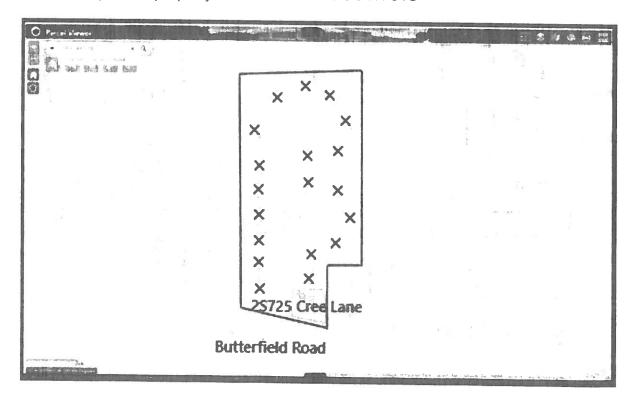
I have included below a screen shot of each of the houses on our street, denoted with an "X" for the properties coded 5090 (not assessed for the Wheaton Park District) and then also an arrow/outline denoting my own property, coded 5097.

Property:

2 S 725 Cree Lane, Wheaton, IL (Milton Township)

Parcel: 05-30-406-039

Legal Description of property: ARROWHEAD SOUTH 018



Mr. Mike Benard & Wheaton Park District Board 30 October 2023 Hatton Petition, Page 4

Exhibit C
County Clerk's Certificate

STATE OF ILLINOIS
COUNTY OF DU PAGE

I, JEAN KACZMAREK, COUNTY CLERK IN AND FOR THE COUNTY AND
STATE AFORESAID AND KEEPER OF THE RECORDS PERTAINING TO TAXES, DO
HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS ON FILE IN MY OFFICE
AND FIND THAT THERE ARE NO DELINQUENT TAXES FOR THE FOLLOWING
PROPERTY: 05-30-406-039 ARROWHEAD SOUTH LOT 18

ALL OF WHICH APPEARS FROM THE RECORDS NOW IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON, ILLINOIS THIS 30TH DAY OF OCTOBER A.D., 2023.

JEAN KACŹMAREK DU PAGE COUNTY CLERK

## LICENSE AGREEMENT FOR ACCESS AND USE

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

## **RECITALS**

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

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

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

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

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

## ARTICLE 1 INCORPORATION OF RECITALS

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

## ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

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

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

## ARTICLE 3 LICENSEE'S USE OF THE LICENSED PREMISES

- 3.1 <u>Grant of non-exclusive License</u>. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee the following rights ("License"):
  - A. Access to the Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Parking Area for the Licensed Activities during the term of this Agreement on the dates and times set forth in Section 3.2 below, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.
  - B. <u>Ingress/Egress</u>. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park Property on the dates and times set forth in Section 3.2 below for the limited purpose of enabling reasonable access to and use of the Licensed Premises, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.
- 3.2 <u>Dates and Times</u>. Licensee shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, as follows:
  - A. <u>Licensed Parking Area</u>. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to the Licensed Parking Area during the term of this Agreement from:
    - January 1, 2023 through December 31, 2023
    - Monday through Friday
    - 6:30 am though 5:30 pm
  - B. Additional Dates and Times. Licensee may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours, subject to availability as determined by the Park District in its sole and absolute discretion. Any request for additional access or use shall be submitted by Licensee to the Park District in writing in accordance with Article 6 not less than seventy-two (72) hours in advance.
- 3.3 <u>Compliance with Laws; Manner of Use</u>. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees,

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

- Maiver and Release of Liability. Licensee shall conduct the Licensed Activities entirely at its own risk. Licensee acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. The Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of the Park District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless the Park District, and its elected and appointed officials, officers, employees and agents from any and all claims of every nature whatsoever, which Licensee may have at any time against the Park Indemnitees (as hereinafter defined), including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Parking Area, or use by the Park District or Licensee of the Licensed Parking Area.
- 3.5 <u>Condition of the Property</u>. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Parking Area or its suitability for any purposes, including but not limited to the Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Parking Area prior to its execution of this Agreement, and prior to each use thereof by Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.
- Park District reserves the right to continue its use and the public's use of the Park Property and the Licensed Parking Area, which specifically includes but is not limited to access to and use of the Licensed Parking Area by the Park District. The Park District shall have the right to use the Park Property, including the Licensed Parking Area, at any time for any purpose which does not unreasonably interfere with the Licensed Activities during the term of this Agreement. Any rights to the Licensed Parking Area not specifically granted to Licensee under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Parking Area at any time(s) to inspect, maintain or repair the Park Property, including the Licensed Parking Area and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).
- 3.7 <u>License Fee</u>. As compensation for the License, Licensee shall pay to Park District a licensee fee in the total amount of ten thousand four hundred four dollars (\$10,404), or eight

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

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

## ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

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

## ARTICLE 5 TERM AND TERMINATION

- 5.1 <u>Term</u>. Subject to the dates and times set forth in Sections 3.1 and 3.2 above, the term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023, unless earlier terminated by the Park District pursuant to Article 5, or otherwise by mutual written agreement of the Parties.
- 5.2 <u>Termination</u>. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice: (i) upon Licensee's default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances; or (ii) in the event Licensee abandons, discontinues, or otherwise ceases

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

## ARTICLE 6 NOTICES

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

If to Licensee:

Bauer and Bauer Dentistry and Orthodontics

623 S. Naperville Road Wheaton, IL 60187

Attn: AloNORa Hernandez

Email: Alondra @ bayer smiles. Com

If to the Park District:

Wheaton Park District 102 E. Wesley St. Wheaton, IL 60187 Attn: Executive Director

Email: mbenard@wheatonparks.org

## ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 <u>Amendments and Modifications</u>. This Agreement may be amended or modified only by a written instrument executed by the Parties.
- 7.2 <u>Governing Law</u>. 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 <u>Time of the Essence</u>. 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 <u>Counterparts/Electronic Signatures</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.
- 7.6 <u>Severability</u>. 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 <u>Article Headings</u>. 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 <u>Waiver</u>. 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 <u>Binding Effect</u>. 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 <u>Assignment</u>. 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 <u>Further Assurances</u>. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.
- 7.12 <u>Joint Participation</u>. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.
- 7.13 No Third Party Beneficiaries. This Agreement does not confer any rights or benefits on any third party.
- 7.14 <u>Authorization</u>. The undersigned duly authorized representatives of Licensee and the Park District represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

- 7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement shall constitute a waiver by the Park District of any right, privilege or defense available to the Park District under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended."
- 7.16 <u>Sexual Harassment Policy</u>. Licensee certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

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

LICENSEE	
Ву:	Date:
Its:	
Attest:	
Its:	
WHEATON PARK DISTRICT	/ /
By: President, Board of Park Commissioners	Date: 1/21/22
Attest:	
Attest: Secretary, Board of Park Commissioners	

- 7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement shall constitute a waiver by the Park District of any right, privilege or defense available to the Park District under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended."
- 7.16 <u>Sexual Harassment Policy</u>. Licensee certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

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

LICENSEE	
By: Bryn Bu	Date: 18/23/22
Its: Bryan Bauen, President	
Attest:	
Its: Davielle Baner, Via-president	
WHEATON PARK DISTRICT	
By:	Date:
President, Board of Park Commissioners	Date.
Attest:	
Secretary, Board of Park Commissioners	

Exhibit A

Central Athletic Center

License Agreement for Access & Use



## **EXHIBIT B**

## **Insurance Requirements**

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

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

## A. Commercial General and Umbrella Liability Insurance

## Commercial General and Umbrella Liability Insurance

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

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

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

## B. Business Auto and Umbrella Liability Insurance

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

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

## C. Workers Compensation Insurance

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

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

## D. General Insurance Provisions

## a. Evidence of Insurance

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

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

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

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

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

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

### b. Acceptability of Insurers

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

## c. Cross-Liability Coverage

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

## d. Deductibles and Self-Insured Retentions

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PROPUSES		or oden chaorsement(s).					
PRODUCER		CONTACT NAME:					
Associated 1701 Golf Road #3-700		PHONE (A/C, No, Ext): (847) 427-8400	FAX (A/C, No):(847) 427-3430				
Rolling Me	adows, IL 60008	E-MAIL ADDRESS: assocagencies@associated.cc					
		INSURER(S) AFFORDING COVERAGE	NAIC#				
623	Bauer Dentistry & Orthodontics; Bauer Real Estate LLC 623 S. Naperville Road Wheaton, IL 60187	INSURER A : Cincinnati Insurance Company	10677				
		INSURER B : Cincinnati Indemnity Company	23280				
		INSURER C:					
		INSURER D:					
		INSURER E :					
		INSURER F:					
COVERAG	ES CERTIFICATE NUMBER:	REVISION NUM	MRER:				

**REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR LTR ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 2,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR ECP 0370841 X 1/7/2023 DAMAGE TO RENTED PREMISES (Ea occurrence) 1/7/2024 2,000,000 5,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER

4,000,000 GENERAL AGGREGATE X POLICY 4,000,000 PRODUCTS - COMP/OP AGG OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 2,000,000 ANY AUTO ECP 0370841 1/7/2023 1/7/2024 BODILY INJURY (Per person) SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) Х X OCCUR UMBRELLA LIAB 5,000,000 **EACH OCCURRENCE EXCESS LIAB** ECP 0370841 CLAIMS-MADE 1/7/2023 1/7/2024 5,000,000 AGGREGATE **RETENTION \$** 

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Activity Location: Central Athletic Complex, 500 S. Naperville Road Wheaton, IL 60187

Licensed Parking Area:
- January 1st, 2023 - December 31st, 2023

- Monday through Friday

- 7:00 am - 5:30 pm

Wheaton Park District is included as Additional Insured when required by written agreement or contract, as respects the commercial liability policy indicated above.

CERTIFICATE HOLDER	CANCELLATION	
Wheaton Park District 102 E. Wesley St. Attn: Execuitive Director	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
Wheaton, IL 60187	AUTHORIZED REPRESENTATIVE	
	Mars R Syll	



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Associated** 1701 Golf Road #3-700 Rolling Meadows, IL 60008

INSURED

CONTACT NAME: PHONE (A/C, No, Ext): (847) 427-8400

FAX (A/C, No): (847) 427-3430

E-MAIL ADDRESS: assocagencies@associated.cc

INSURER(S) AFFORDING COVERAGE

INSURER A: Cincinnati Insurance Company INSURER B: Cincinnati Indemnity Company

NAIC # 10677

23280

Bauer Dentistry & Orthodontics; Bauer Real Estate LLC

623 S. Naperville Road Wheaton, IL 60187

INSURER C: INSURER D .

INSURER E :

INSURER F

00	VEDACES	TICIOATE	1100				
-		TIFICATE NU				REVISION NUMBER:	
C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTAIN. THE	TERM OR CONDITION OF TINSURANCE AFFORDED	ANY CONTRAC	CT OR OTHER	DOCUMENT WITH DECRE	OT TO MULIOU TILLO
LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	- ala ()
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR	X ECP	0370841	1/7/2022	1/7/2023	DAMAGE TO RENTED	\$ 2,000,000
						MED EXP (Any one person)	5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
	JEC1 EOC					PRODUCTS - COMP/OP AGG	\$ 4,000,000
-	OTHER:						\$
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	ANY AUTO OWNED SCHEDULED	ECP	ECP 0370841	1/7/2022	1/7/2023	BODILY INJURY (Per person)	\$
	AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
A							\$
Α	X UMBRELLA LIAB X OCCUR	F05	0070044			EACH OCCURRENCE	5,000,000
	EXCESS LIAB CLAIMS-MADE	ECP	0370841	1/7/2022	1/7/2023	AGGREGATE	5,000,000
L	DED RETENTION \$						S
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	-144				PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	EWC 0303189	1/7/2022	1/7/2023	E.L. EACH ACCIDENT	\$ 100,000	
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	
-	DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	<sub>\$</sub> 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Activity Location: Central Athletic Complex, 500 S. Naperville Road Wheaton, IL 60187 Licensed Parking Area:

- January 1st, 2023 December 31st, 2023
- Monday through Friday
- · 6:30 am 5:30 pm

Wheaton Park District is included as Additional Insured when required by written agreement or contract, as respects the commercial liability policy indicated

CERTIFICATE HOLDER

CANCELLATION

**Wheaton Park District** 102 E. Wesley St. Attn: Execuitive Director Wheaton, IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

original 2023

### LEASE AGREEMENT

This Lease Agreement ("Lease") is made by and between the Wheaton Park District, an Illinois park district (the "Landlord") and Computer System Innovations, Inc., an Illinois corporation (the "Tenant") (Landlord and Tenant are collectively referred to as the "Parties"). This Lease is effective the date the Landlord closes on the purchase of the Building.

Landlord is the owner of the land and improvements commonly known as the Wheaton Oaks Professional Building, and numbered as 855 West Prairie Avenue, Wheaton, IL 60176 (the "Building").

Landlord makes available for lease a portion of the Building designated as approximately 2,070 square feet of the First Floor West Suite in Exhibit A, attached to and incorporated herein by reference (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

#### 1. Term and Termination.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning January 1, 2023 and ending December 31, 2023 (the "Term"), unless otherwise terminated in accordance with the terms and provisions of this Lease. Tenant already has and shall retain possession. Notwithstanding the foregoing, Landlord has the right to terminate this Lease in accordance with Sections 8C and 16 of this Lease.

Upon termination of this Lease, by expiration or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall immediately, peaceably, and quietly surrender to Landlord possession of and vacate the Leased Premises, and Tenant shall return the Leased Premises to Landlord in as good a condition as existed when Tenant took possession, except for reasonable wear and tear and loss by fire or other casualty.

#### 2. Rental.

Tenant shall pay to Landlord during the Term rent of \$41,055 paid in full in a lump sum payment on or before January 1, 2023 ("Rent"). Rent shall be due to Landlord at 102 E. Wesley Street, Wheaton, Illinois 60187, or at such other place designated by written notice from Landlord to Tenant.

## 3. Intentionally Omitted.

#### 4. Use.

Tenant shall use and occupy the Leased Premises for office space only. The Leased Premises shall be used for no other purpose. Landlord represents that the Leased Premises may lawfully be used for such purpose. Tenant shall not use or permit the Leased Premises to be used for any unlawful purpose and covenants and agrees not to maintain any nuisance on the Leased Premises which shall be in any manner injurious to or endanger the health and safety of any persons on or in the vicinity of the Leased Premises.

#### 5. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord's written consent, which may be withheld for any reason. Landlord may assign this Lease without Tenant's consent to any purchaser of the Building.

## 6. Cleaning and Repairs.

During the Term, Tenant shall keep the Leased Premises in clean, safe and sanitary condition and be responsible for the costs of cleaning the Leased Premises and shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant shall not be responsible for other expenses of the Building, including the maintenance and repair of the HVAC system serving the Leased Premises. Landlord agrees to empty garbage and recycling bins within Tenant's offices on a regular schedule (typically Tuesday through Saturday each week as staff availability allows).

## 7. Alterations and Improvements.

Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in, to or about the Leased Premises.

## 8. Insurance and Indemnity.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain during the Term of this Lease, commercial general liability insurance, on an occurrence basis, in the amount of \$2,000,000 per occurrence. Tenant shall also maintain during the Term of this Lease, business auto liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Upon execution of the Lease, and upon demand by Landlord, Tenant shall furnish to Landlord a certificate of insurance indicating that the policies of insurance required hereunder have been purchased and paid for by Tenant. Failure of Tenant to submit proof of acceptable insurance to Landlord shall entitle Landlord to immediately terminate the Lease. The certificates of insurance shall provide that all insurance required hereunder shall not be cancelled, terminated or reduced without at least ten (10) days advance written notice to Landlord. The Landlord, its Park Commissioners, employees and agents shall be named as additional insureds on the commercial general liability insurance. All insurance of the Tenant shall be primary insurance.

D. Tenant shall defend, indemnify and hold the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns, harmless from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees and costs, costs and expenses of litigation for any claim against the Landlord, including personal injury, death and property damage, arising out of Tenant's use of the Premises except to the extent caused by the negligence of the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns. Tenant shall similarly defend, indemnify and hold the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns, harmless from and against all claims, costs, damages, losses and expenses, including but not limited to, attorneys' fees and costs, costs and expenses incurred by reason of Tenant's breach or default of any of its obligations under this Lease.

#### 9. Utilities/Services.

Landlord shall pay all charges for gas, electricity and other utilities used by Tenant on the Leased Premises during the Term of this Lease unless otherwise expressly agreed in writing by Tenant. Tenant acknowledges that the Leased Premises are designed to provide standard office use. Tenant shall not use any equipment or devices that

utilize excessive electrical energy, or which may, in Landlord's reasonable opinion, overload the wiring or HVAC system or interfere with utility services to other tenants.

### 10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and other restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## 11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## 12. Parking.

During the Term of the Lease, Tenant shall have the right to ten (10) reserved parking spaces that are on the Building premises. Landlord and Tenant shall reasonably agree on the location of those spaces.

## 13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time as long as such rules do not unreasonably interfere with Tenant's use of the Premises and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

## 14. Security.

The Tenant is responsible, at its sole cost and expense, for establishing and maintaining the safety and security of the Leased Premises, including the safety and security of Tenant's personal property on the Leased Premises, and the safety and security of Tenant's employees, invitees, licensees, patrons, agents, representatives, and anyone else on the Leased Premises during Tenant's occupancy of the same.

## 15. Damage and Destruction.

Subject to Section 8A above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within forty-five (45) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises which the Tenant is not obligated to repair, and if such damage does not render the Leased Premises unusable for Tenant's purposes. Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### 16. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for three (3) days after written notice thereof shall have been given to Tenant by Landlord, or, except as provided in Section 8C of this Lease, if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Leased Premises. Landlord shall have, in addition to the remedy above provided, the right to exclude the Tenant from the Leased Premises without terminating this Lease and all other rights and remedies available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

#### 17. No Liability.

Landlord shall not be liable for any damage done or occasioned in, upon or about the Leased Premises nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except to the extent attributable to the reckless and/or willful/wanton acts of the Landlord and/or its employees. In the event of a breach of contract claim by Tenant against the Landlord, Landlord shall only be liable for direct damages caused by such breach and not consequential damages.

### 18. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the Term of this Lease.

## 19. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for Rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

#### 20. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

## 21. No Encumbrances.

Lessee shall not undertake or cause to be undertaken any act or thing so as to encumber in any manner the title of the Leased Premises or to create a lien upon the Leased Premises or any buildings or structures on the Leased Premises. In the event that the any part of the Leased Premises becomes encumbered by any lien or other interest as a result of any act or omission of Tenant, Tenant shall, upon demand, take such actions as are necessary to obtain a release of such lien or other interest. If Tenant fails to commence any action to release such lien, Landlord may, but is not obligated to, take any action as it deems necessary to release such lien or other interest and Tenant shall reimburse Landlord upon demand for all costs and expenses incurred in obtaining such release, including, but not limited to, reasonable attorneys' fees.

#### 22. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Executive Director Wheaton Park District 102 E. Wesley Street Wheaton, IL 60187

If to Tenant to:

Computer System Innovations, Inc. c/o Douglas Morris 747 Elm Glen Ellyn, IL 60137

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

## 23. No Third-Party Beneficiary.

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

### 24. Brokers.

Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

#### 25. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

## 26. Memorandum of Lease.

The Parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

## 27. Headings.

The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

#### 28. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, and assigns.

#### 29. Consent.

Landlord and Tenant shall not unreasonably withhold or delay their consent with respect to any matter for which their consent is required or desirable under this Lease.

## 30. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

## 31. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

## 32. Governing Law.

This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois.

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

LANDLORD:

Wheaton Park District

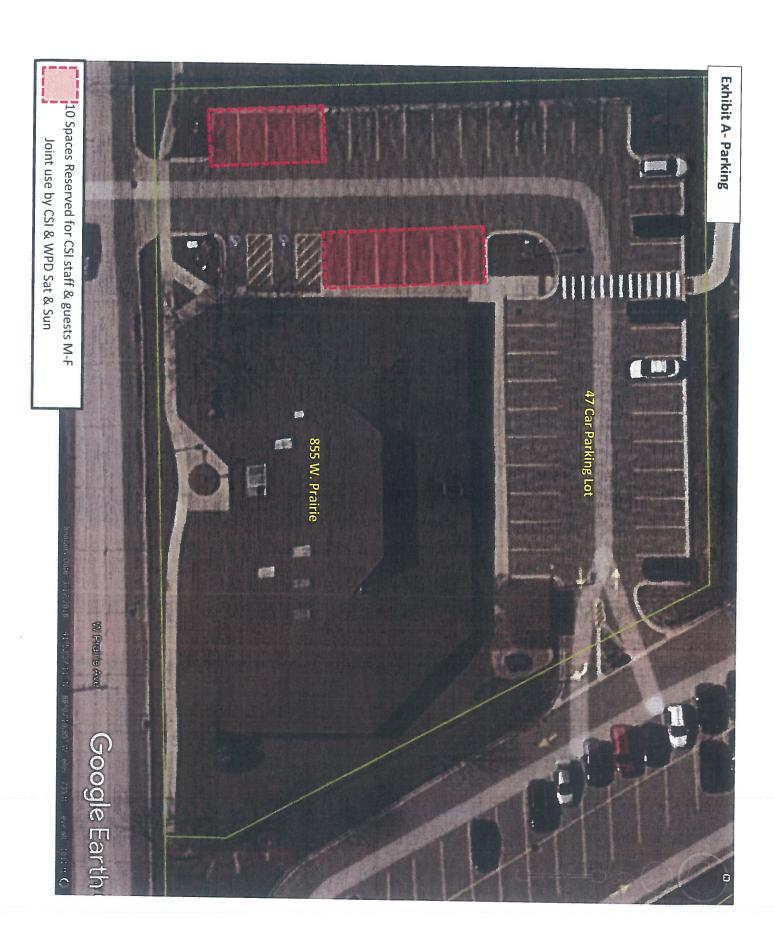
Michael J. Benard, Executive Director

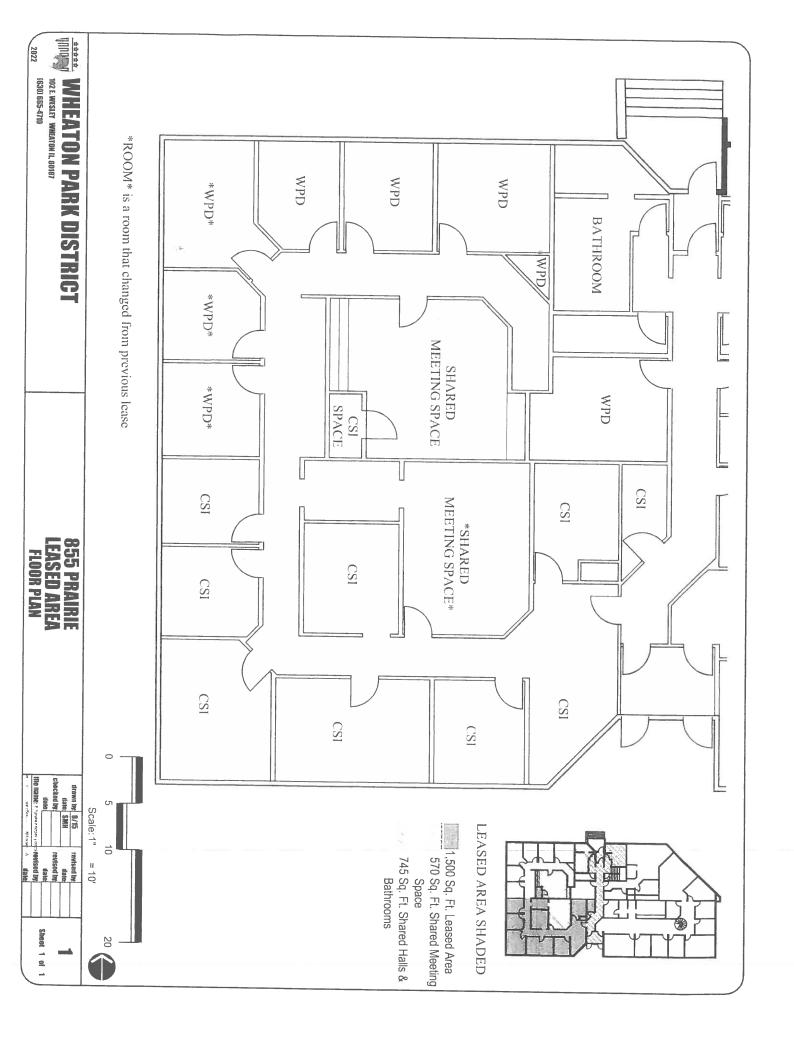
TENANT:

Computer System Innovations, Inc.

By: Douglas Morris

Its PresidenT





**Board of Commissioners** 

FROM:

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

THROUGH:

Michael Benard, Executive Director

RE:

Danada South Engineering for Utility Services

DATE:

December 1, 2023



The park at Danada South currently does not have any electric, water or sanitary service at the site. Bringing in these utilities would allow us to provide for current needs as well as planning for future restrooms and possibly lighting the ballfields. In addition, we should consider providing service for events such as Veggiefest that could improve and encourage future park rentals.

These improvements require the services of an engineer to develop a plan, anticipate costs and obtain the necessary permits. Staff sent a Request for Proposal (RFP) to several engineers who have completed this type of work for the district in recent years. Below is a summary of the proposals that were received.

	Total	Reimbursables
Wight	\$46,000	\$1,500
V3	\$58,500	\$500

The proposals include concept designs through construction documents and administration. The preliminary engineering portion from Wight's proposal is identified as costing \$17,500. Completion of this phase would provide a better understanding of the scope and costs proposed.

Wight completed several projects for the district in the past and are well qualified to assist with the work planned a Danada South.

### PREVIOUS COMMITTEE/BOARD ACTION:

NA

## **REVENUE OR FUNDING IMPLICATIONS:**

\$140,000 is budget for Danada South utility improvements in 2024 (40-800-853-57-5701-0000)

### **STAKEHOLDER PROCESS:**

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

### **LEGAL REVIEW:**

N/A

### **ATTACHMENTS:**

Portions of the proposal from Wight



# ALTERNATIVES: N/A

# **RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners approve the preliminary engineering services for Danada South Utility Services in the amount of \$17,500 plus \$1,500 for reimbursables from Wight.



November 28, 2023

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

# Request for Proposals 2023 Danada South Park Utilities - Development Engineering

Dear Mr. Hinchee:

Wight & Company (Wight) is pleased to submit this proposal to you and the Wheaton Park District (WPD) to provide Development Engineering Services for the proposed utilities at your Danada South Park. This proposal includes:

UNDERSTANDING
PROJECT TEAM
APPROACH/SCOPE OF SERVICES
SCHEDULE
COMPENSATION
TERMS & CONDITIONS

### **UNDERSTANDING**

We understand the WPD leases 37-acres from the Forest Preserve District of DuPage County. A universally playground was initially constructed in 2014 and later expanded in 2019. Based on the popularity of the playground, WPD would like to install utilities (water, sewer and electric) to accommodate a future restroom and shelter near the playground and sports field lighting and irrigation for the adjacent ballfields. Based on the information provided, WPD would like to engage a consultant to prepare construction documents and obtain construction permits. WPD indicated the following priorities:

### **Near Term**

- o Electric
  - Power for special evets located near parking lot.
- o Water
  - Drinking fountains near playground and parking lot.
  - Hose connections to water landscape areas.

#### **Future Plans**

- o Electric
  - Power to picnic shelter and restrooms.
  - Power to playground.
  - Power to sports lighting/garage area.
  - Power to north location.
- Water
  - Water to picnic shelter and restrooms.

Wheaton Park District | 2023 Danada South Park Utilities – Development Engineering 11.28 2023 Page 2 of 5

- o Sewer
  - Sewer to picnic shelter and restrooms.

#### **PROJECT TEAM**

Based on our project understanding, we have assembled a talented team of in-house engineers and cost estimators that has designed and engineered many of our recreation-based projects. Shawn Benson will serve as the Project Principal/Manager, David Evans will be the lead civil engineer, Anthony Sullentrup will be the electrical engineer and Matt Babiak will assist with the cost estimating (resumes are available upon request).

#### APPROACH/SCOPE OF SERVICES

Wight proposes to provide design and engineering services for the 2023 Danada South Park Utilities project outlined in the Project Understanding through the following Scope of Service:

- A. Preliminary Engineering
  - a. Kick-off Meeting with Wheaton Park District to confirm Scope
  - b. Study Existing Conditions
    - i. Review Available Plan Documents provided by the Park District
    - ii. Obtain relevant plan documents from municipality and/or utility providers (including atlas maps)
    - iii. Site Visit to Review Existing Site Conditions
    - iv. Coordinate detailed Boundary/Topographic Survey/Utility Survey of improvement area required for design purposes. (Survey to be provided by Park District, Wight will help solicit proposals).
  - c. Concept Plan
    - One Pre-Application meeting with Permitting Authorities (Village of Lisle) for Water and Sanitary.
    - ii. One pre-application meeting with electric utility provider (ComEd) to discuss power improvements and power connection location.
    - iii. Proposed Design Solution
      - Wight will provide one concept plan solution for conceptual routing of utilities, connection points, feasibility, and site impacts for the following:
        - Sanitary Sewer Extension from existing Sanitary main within Naperville Road to service future shelter / restroom.
           Approximately 1,600 LF of sanitary sewer main.
        - b. Water Main/Service extension from existing 10" watermain located along the northside of Navistar Drive:
          - to serve proposed water fountains near the playground and parking lot area.
          - ii. Provide hose connection quick connects for landscape areas near playground and parking lot.
          - Sized and extended for future connection of the picnic shelter and restroom building.
        - Electric Service extension to the site from ComEd Pole #5023 approximately 860 LF to proposed location of future shelter /

restroom. Electric service will be sized for special event loads near the parking lot, load for future shelter / restroom, future ballfield lighting, future power to playground, future power for other needs to the north.

- iv. Meet with Staff to Review Designs (one meeting).
- v. Provide Preliminary Conceptual Cost Estimate
- B. Final Engineering Plans and Permitting
  - a. Prepare the documentation of the proposed design improvements for Bidding and Permitting per the scope listed above in the Conceptual Design Phase. Wight will proceed with Final Engineering Design documents after approval by Wheaton Park District and completion of the Conceptual Design Phase:
    - i. Civil Engineering
      - Cover Sheet
      - 2. Existing Conditions Plan
      - 3. Demolition Plan
      - 4. Utility Improvement Plans
        - Sanitary Sewer Main/Service Extensions. Assumes gravity sewer design.
        - Water Main/Service Extensions. Includes necessary metering and backflow prevention as required.
      - 5. Civil Details
    - ii. Electrical Engineering
      - Site Power and Electrical for proposed and future improvements to site
        parking lot area. Includes site electrical power improvements for parking
        lot area special events. All other future site improvements will be
        designed at a later date, electrical service will be sized for all future
        requirements.
      - 2. Electrical Details
  - b. Prepare the project manual specifications.
    - i. Part One: Front End (Owner to provide applicable sections if requested)
    - ii. Part Two: Technical
  - c. Update construction cost estimate.
  - d. Meet with Staff to Review Designs (one meeting).
  - e. Permitting
    - i. Submit permit documents for the following permit agencies:
      - 1. Site and Building Permits
        - Building and site development permits, local municipality (Village of Lisle)
        - b. IEPA Permits as necessary.
          - National Pollutant Discharge Elimination System (NPDES) permit
            - 1. IHPA Consultation
            - 2. IDNR Eco Cat Consultation

- 3. US Endangered Species Consultation
- ii. IEPA Sanitary Permits
- iii. IEPA Water Permits
- f. Attend review meetings, as required by reviewing agencies.
- g. Revise permit submittals as required by review agencies during the review process.

#### **SCHEDULE**

We propose to begin work on this assignment upon your authorization. We will prepare a detailed project schedule for your review and input during the initial project kick-off meeting. In general, the proposal is based on the following overall schedule:

- Contract Award: January 2024
- Preliminary Engineering: February/March 2024
- Final Engineering April/May 2024
- Permitting: May/June 2024
- Construction Start: Summer 2024
- Construction Complete: Fall 2024

#### COMPENSATION

Wight & Company proposes to perform these professional services listed in the Scope of Services for the Engineering Scope for a Fixed Fee as follows:

Preliminary Engineering: Final Engineering and Permitting: \$17,500.00 \$28,500.00

In addition to the professional services fees, we will invoice reimbursable expenses at direct costs and estimated at \$1,500.00. The following is list of typical reimbursable expenses:

- CAD plots, printing, color reproductions and delivery costs of drawings and reports.
- Supplies, materials, and costs related to specific reports and presentations.
- Travel at current IRS established reimbursement rate.

### **TERMS & CONDITIONS**

This proposal assumes the terms and conditions outlined in the AIA Document B101-2017, "Standard Form of Agreement between Owner and Architect." Wight will invoice monthly based on a percentage of the work completed and payment will be due in 30-days (or in accordance with the Illinois Prompt Payment Act).

We thank you for the opportunity to continue our partnering relationship with the Wheaton Park District and look forward to working with you on this design and engineering effort.

If this proposal meets your approval, please sign one copy and return it to us. If you have any questions regarding this proposal, please do not hesitate to contact us.

Wheaton Park District | 2023 Danada South Park Utilities – Development Engineering 11.28.2023 Page 5 of 5

Respectfully submitted,	$\wedge$
WIGHT & COMPANY	Ins
Shawn M. Benson, PE	Jason Dwyer, AIA, LEED AP
Director of Land Development	President, Design & Construction
Approved by:	
Signature	Date
Printed Name	Title
cc Bob Ijams – Wight & Company	

2500 North Frontage Road | Darien, IL 60561

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Central Athletic Complex Kale Gym Floor Replacement

DATE:

November 30, 2023



In 2016, staff bid and performed renovations to the gym floors at the Central Athletic Complex. The wood flooring in the Main Gym was replaced and the flooring in Kale Gym was patched and refinished. Further wear on the Kale Gym flooring indicates that the entire floor in this gym should be fully replaced. The Kale Gym itself will be closed for construction. However other parts of the Central Athletic Complex will remain open.

Staff is foreseeing a very long lead time in scheduling. We are being told contractors are already booked out through next summer. The bid was sent out far in advance so that work can be done in August-September of 2024.

Plans and specifications were prepared by staff. Bids were solicited on November 14 and Addendum #1 was sent out November 21. Bids were opened on November 29. The results were as follows:

Contractor	Base Bid	
HDI Enterprises	\$164,000	
Floors Inc.	\$183,800	
Top Performance Corp.	\$204,900	
Tiles in Style	\$205,786	
Keifer Specialty Flooring Inc.	\$277,890	

Staff checked references and they were found to be favorable.

# PREVIOUS COMMITTEE/BOARD ACTION:

N/A

## REVENUE OR FUNDING IMPLICATIONS:

Kale Gym Floor Replacement was placed in the 2024 Budget #40-000-187-57-5706-0000 for \$200,000.



# **STAKEHOLDER PROCESS:**

The Athletic Department was consulted regarding adding pickleball court striping to the Kale Gym.

# **LEGAL REVIEW:**

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

# **ATTACHMENTS:**

N/A

# **ALTERNATIVES:**

N/A

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the base bid from HDI Enterprises in the amount of \$164,000. Additionally, staff requests a 10% contingency of \$16,400.

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE:

Pool Access Improvements

DATE:

December 6, 2023



In September we hired an architect to develop concepts for access improvements to the locker rooms at Rice and Northside pools. These improvements would allow patrons to bypass the locker rooms for access directly to the pool and would improve privacy within the locker rooms for all patrons by replacing the current changing and shower partitions.

We would like to take these concepts and develop construction documents that are suitable for obtaining bids for this work. Attached are proposals to proceed with these plans with the expectation of bidding and constructing prior to the 2024 pool season.

## PREVIOUS COMMITTEE/BOARD ACTION:

The concepts developed were discussed at the November 8, 2023 subcommittee meeting.

### REVENUE OR FUNDING IMPLICATIONS:

The 2024 capital budget contains \$125,000 for improvements at Rice pool and \$100,000 for improvements at Northside pool.

Below is a summary of the design work that has been approved:

Northside

Design Proposal

\$6,550 (approved in September)

C-docs, engineering, permitting

\$10,550

Rice

Design Proposal

\$6,050 (approved in September)

C-docs, engineering, permitting

\$5,050

Once bids are obtained, we will seek approval for construction administration.

## STAKEHOLDER PROCESS:

Pool management staff has been included in meetings with the architect.

### **LEGAL REVIEW:**

Not applicable.



# **ATTACHMENTS:**

Proposals and current concept plans for Rice and Northside pool improvements

# **ALTERNATIVES:**

N/A

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board approve proposals from Nevin Hedlund for design work at Rice and Northside Pools in the amount not to exceed \$28,200.

30 North Wolf Road, Second Floor Hillside, Illinois 60162 708.771.7117 HedlundArchitects.com

November 16, 2023

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

Re: Rice Pool Renovation – Construction Documents

NHA Design Services Proposal

Dear Mr. Hinchee:

Nevin Hedlund Architects is pleased to submit the following proposal for the Rice Pool renovation project. Following is our understanding of the project:

#### PROJECT DESCRIPTION

The project includes construction document phase services for the following areas (see attached plans):

- 1. Modify entrance to allow for check in and direct access to the pool.
- 2. Allow for flow of people to central check in zone.
- 3. Modification of the storefront glass.
- 4. Provide improvements to existing restrooms to facilitate changing (bench, hooks, etc.).
- 5. Locker room improvements include replacement of changing partitions with solid doors, piano hinges, astragal doors, replace shower partitions with a separate changing area, replace toilet partitions, reduce locker count for additional space.

### **SCOPE OF WORK**

The scope of work for the construction documents includes:

- 1. Prepare construction documents.
- Permit Services Prepare paperwork for permit submittal and respond to permit comments.
- 3. Construction Administration Services At the request of the owner, we will attend site meetings, prepare reports and answer RFI's.

30 North Wolf Road, Second Floor Hillside, Illinois 60162 708.771.7117 HedlundArchitects.com

Based on the scope of work above, we propose the following fee for design services:

		Contract
	Rice Pool	Amount
1	Construction Documents	\$3,000
2	Permit Services	\$1,850
3	Construction Administration	(hourly)_
	Subtotal	\$4,850
	Reimbursable Budget	\$200
	Subtotal	\$5,050

Reimbursables include mileage, parking, printing, and UPS and will be billed at direct cost. Please reply with any questions or comments. Thank you for your consideration.

Sincerely,
Nevin Hedlund Architects, Inc.

Approved: \_\_\_\_\_\_

Nevin Hedlund, AIA
Principal

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

Cc: File

# WHEATON PARK DISTRICT

**1000 MANCHESTER ROAD** WHEATON, ILLINOIS 60187

# **RICE POOL RENOVATION**

PROJECT TEAM

OWNER WHEATON PARK DISTRICT 1000 MANCHESTER ROAD WHEATON, IL 60187

ARCHITECT NEVIN HEDLUND ARCHITECTS, INC. 30 NORTH WOLF ROAD, SECOND FLOOR HILLSIDE, IL 60182

SITE MAP 1777 S. BLANCHARD ST. WHEATON, ILLINOIS 60189



### **BUILDING CODES**

Comply with all local codes including, but not limited to the following:

2016 INTERNATIONAL BUILDING CODE (BIC) W LOCAL AMENCIMENTS 2016 INTERNATIONAL COURT OR BUILDING CODE 1015 INTERNATIONAL PRICE CODE (FIG. 2015) INTERNATIONAL RECOMMEND, CODE (BIC) 2018 INTERNATIONAL PLANSING CODE 2018 INTERNATIONAL PLANSING CODE (2016 INCO WHI Brunks or 2014 INTERNATIONAL CODE (2016 INCO WHI Brunks or 2014 INCO WHI Brunks OCCORD (2014 INCO

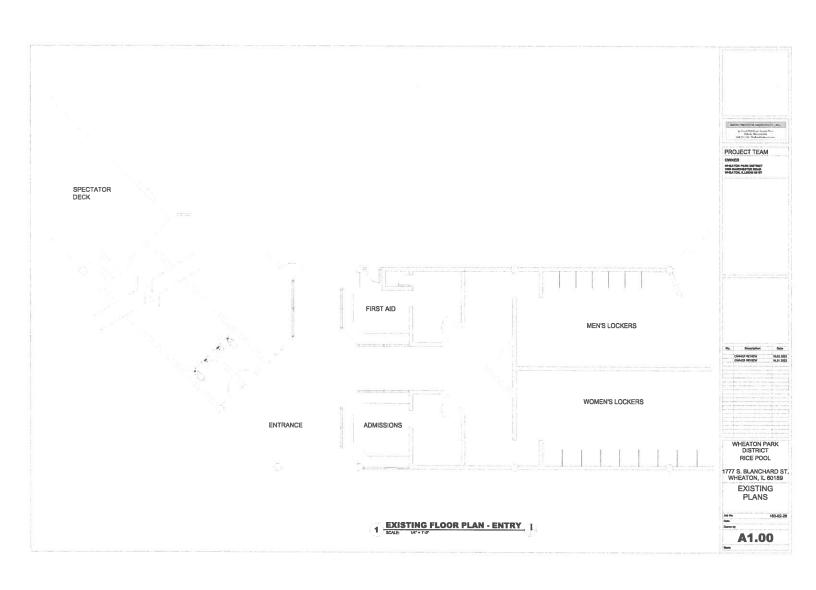
PROJECT TEAM

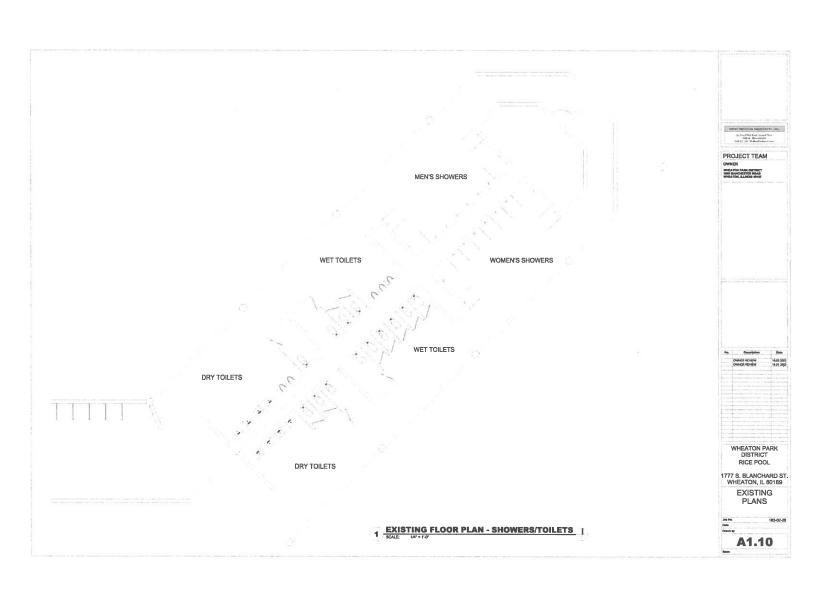
OWNER WISATON PARK DISTRICT 1989 MARCHISTER ROAD VINILATON, BLIROSS 89157

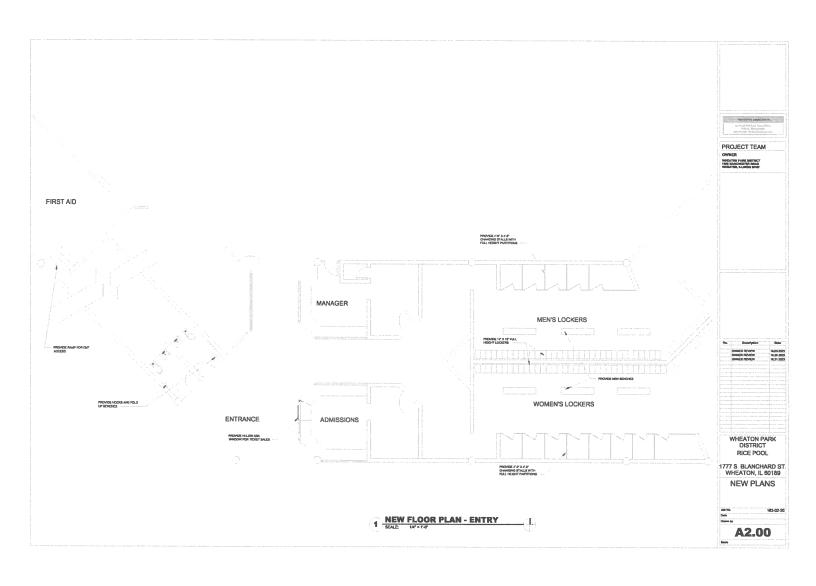
1777 S. BLANCHARD ST. WHEATON, IL 60189

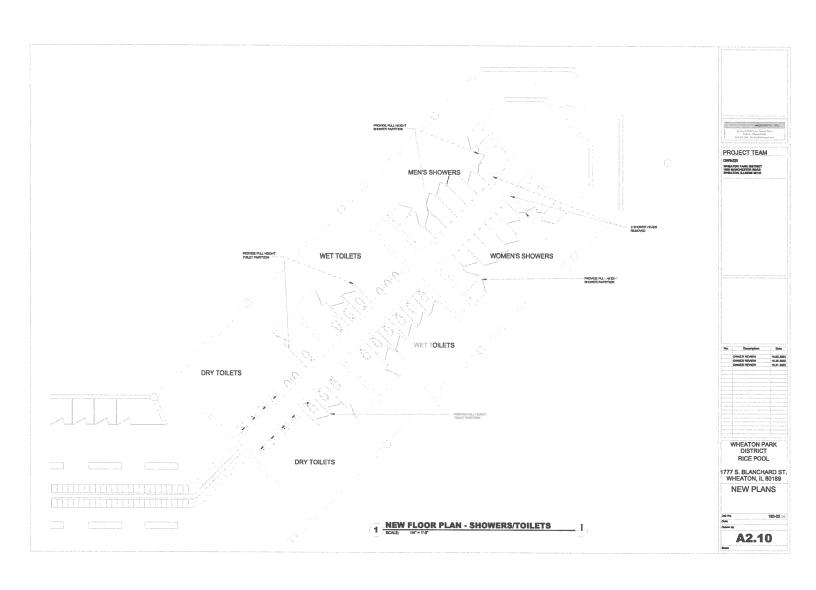
COVER SHEET

A0.00









30 North Wolf Road, Second Floor Hillside, Illinois 60162 708.771.7117 HedlundArchitects.com

November 16, 2023

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

Re:

Northside Pool Renovation - Construction Documents

NHA Design Services Proposal

Dear Mr. Hinchee:

Nevin Hedlund Architects is pleased to submit the following proposal for the Northside Pool renovation project. Following is our understanding of the project:

### **PROJECT DESCRIPTION**

The project includes construction document services for the following areas (see attached plans):

- Modify entrance to allow for check in and direct access to the pool. Remove/build wall to the west of the check in desk.
- 2. Convert staff rooms to unisex changing rooms.
- Create separate restrooms with access to the pool and concert existing from west of hallway.
- 4. Locker room improvements include replacement of changing partitions with solid doors, piano hinges, astragal doors, replace shower partitions with a separate changing area, replace toilet partitions, reduce locker count for additional space.

### **SCOPE OF WORK**

The scope of work for the design phase includes:

- 1. Prepare construction documents. We will work with the owner's contractors on a design build basis for relocation and addition of electrical and plumbing work.
- 2. Prepare structural drawings for wall relocation.
- Permit Services Prepare paperwork for permit submittal and respond to permit comments.
- **4.** Construction Administration Services At the request of the owner, we will attend site meetings, prepare reports and answer RFI's.

30 North Wolf Road, Second Floor Hillside, Illinois 60162 708.771.7117 HedlundArchitects.com

FEE	
Based on the scope of work above, we propose the	e following fee for design services:

		Contract
	Northside Pool	Amount
1	Construction Documents	\$6,500
2	Structural Engineering	\$2,000
3	Permit Services	\$1,850
4	Construction Administration	(hourly)
	Subtotal	\$10,350
	Reimbursable Budget	\$200
	Subtotal	\$10,550

Reimbursables include mileage, parking, printing, and UPS and will be billed at direct cost. Please reply with any questions or comments. Thank you for your consideration.

Sincerely,
Nevin Hedlund Architects, Inc.

Approved: \_\_\_\_\_\_

Nevin Hedlund, AIA

Principal

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

Cc: File

# WHEATON PARK DISTRICT

1000 MANCHESTER ROAD WHEATON, ILLINOIS 60187

# NORTHSIDE POOL RENOVATION

PROJECT TEAM

OWNER WHEATON PARK DISTRICT 1000 MANCHESTER ROAD WHEATON, IL 60187

ARCHITECT
NEVIN HEDLUND ARCHITECTS, INC.
38 NORTH WOLF ROAD, SECOND FLOOR
HILLSIDE, IL 80182

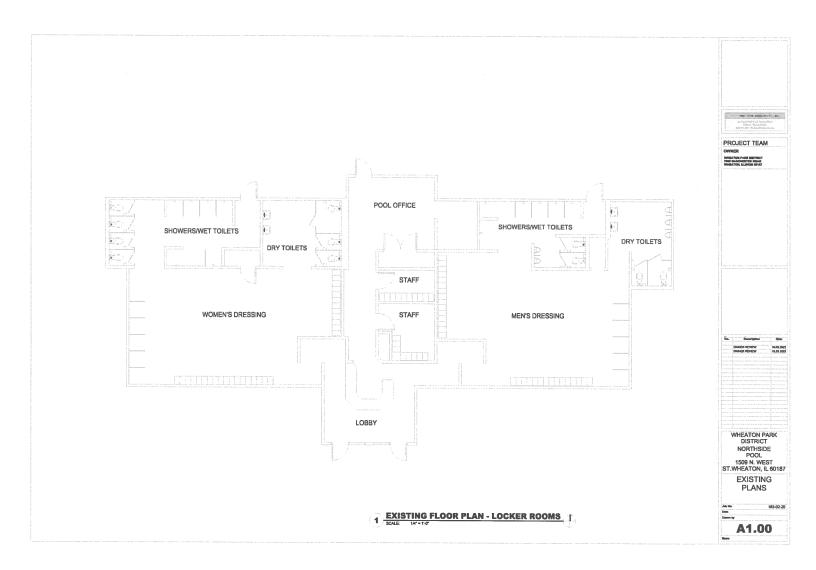
SITE MAP 1509 N. WEST STREET WHEATON, ILLINOIS 60187



#### **BUILDING CODES**

Comply with all local codes including, but not limited to the following:

2018 INTERNATIONAL BUILDING CODE (BIE) WI LOCAL AMEHOMENTS
2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL PRICE CODE (BIE)
2018 INTERNATIONAL PLUE CAN CODE (BIE)
2018 INTERNATIONAL PLUE CODE (CODE (BIE)
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**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Cosley Zoo Visitor's Center Gift Shop Renovation Project

DATE:

December 5, 2023



# **SUMMARY:**

The Cosley Zoo Staff contracted with a retail design firm, Anderson Consulting, to redesign the Visitor's Center Gift Shop to make it more appealing, user-friendly, and accessible for visitors. The renovation includes new vinyl flooring, painting, decorative ceiling beams, new wall displays and an enlarged and relocated point-of-sale counter.

Bid plans and specifications for construction were sent out to the bidders on October 5, 2023. Bids were opened on October 26, 2023, and the results were as follows:

Contractor	Base Bid	Unit Cost - Drywall per Sq. Ft.
MC Building, Inc.	\$156,282.00	\$8.50/sq. ft.
Red Feather Group	\$162,720.00	\$2.50/sq. ft.
CI Construction Inc.	\$252,000.00	\$20.00/sq. ft.

References for MC Building were checked and found to be favorable.

### REVENUE OR FUNDING IMPLICATIONS:

The low bid is over budget by \$81,282.

# STAKEHOLDER PROCESS:

This project has been discussed with the Special Facilities and Cosley Zoo staff.

### **LEGAL REVIEW:**

Our legal counsel provided the front-end bid documents and sample legal agreement that will be used with the selected bidder.

### **ALTERNATIVES:**

Reassess the project to determine how we can better align the scope of work with the budget.

### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners reject all bids for the gift shop renovation project due to the high cost in relation to the project budget.