



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wednesday January 8, 2025
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187
5:00 pm**

Public Notice Date January 6, 2025

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 on Wednesday December 4, 2024, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

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

Michael J. Benard
Secretary

The Agenda for the January 8, 2025, Subcommittee Meeting is as Follows:

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



Wheaton Park District

Subcommittee Meeting of the Wheaton Park District Board of Commissioners January 8 2025, 4:30 pm

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

COMMUNITY INPUT

Public comments are important to the Board. However, it is the Board's policy not to take action on items until time has been taken to gather information and discuss all options. Lack of action does not imply lack of interest in the issues. During the community input portion of the agenda the Board typically will ask residents to provide input prior to accepting input from nonresidents.

The purpose of the public participation is to allow the public the opportunity to make a statement to the Board. The purpose of public participation is not to provoke a debate with the Board. Once an individual has spoken, that individual may not speak on the same issue again. Any limitation regarding addressing the Board may be waived by a majority vote of the Board.

Except during the public comment portion of the regular Board agenda, or as stated in this rule, no person other than the Executive Director or the District's Attorney may address the Board.

DISCUSSION ITEMS

Buildings and Grounds

1. **Cosley Zoo Staff and Overflow Parking Area Project** – Review of Change Order #1 from EP Doyle Construction
2. **Sale and Consumption of Alcoholic Beverages on Park District Property per Park Use Ordinance Section 4.4** – Review of Requests for Board Approval of the Sale and Consumption of Alcoholic Beverages During Special Events at the Following Locations:
 - a. Memorial Park
 - b. DuPage County Historical Museum
 - c. Cosley Zoo
3. **Central Athletic Center Parking Lot** – Review of License Agreement with Bauer and Bauer Dentistry and Orthodontics for Access and Use of 20 Parking Spaces at the Central Athletic Complex
4. **Prairie Avenue Office Building** – Review of Agreement with Computer System Innovations for Lease of Office Space
5. **Americans With Disabilities Act Access Audit and Transition Plan**

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Wheaton Park District

CLOSED SESSION

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, 5ILCS 120/2 (c)(1)
- b. The Selection of a Person to Fill a Vacancy in Public Office, 5 ILCS 120/2(c)(3).
- c. Purchase or Lease of Real Property, 5ILCS 120/2 (c)(5)
- d. Setting of Price for Sale or Lease of Property Owned by the Public Body, 5ILCS 120/2 (c) (6)
- e. Pending, Probable or Imminent Litigation, 5ILCS 120/2 (c)(11)
- f. Discussion of Minutes of Meetings Lawfully Closed Under this Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes, 5 ILCS 120/2(c)(21)

ADJOURNMENT

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

TO: Board of Commissioners
FROM: Rob Sperl, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning
THROUGH: Michael Benard, Executive Director
RE: Cosley Parking Lot – Change Order #1
DATE: January 8, 2025



SUMMARY:

Construction of the parking lot has progressed very well with over half of the work being completed. During excavation, only one area was identified with poor soils. Our contractor and engineer reviewed several options to remedy this situation and determined the most cost-effective solution to be installation of a tensar geogrid that would stabilize the base.

PREVIOUS COMMITTEE/BOARD ACTION:

The original contract with E.P. Doyle was approved at the October 23, 2024 board meeting, along with a 10% contingency for this project.

REVENUE OR FUNDING IMPLICATIONS:

The original contract	\$1,999,599.00	Approved October 23, 2024
Change Order #1	\$5,158.34	Current recommendation
Total	\$2,004,757.34	\$194,801.56 contingency remaining

STAKEHOLDER PROCESS:

Our engineer reviewed this change and recommended approval.

LEGAL REVIEW:

N/A

ATTACHMENTS:

E.P. Doyle Change Order 1/Extra Work Proposal 1

ALTERNATIVES:

N/A

RECOMMENDATION:

Staff recommends the Wheaton Park District Board of Commissioners approve Change Order #1 in the amount of \$5,158.34 with E.P. Doyle Construction.

Cosley Zoo Parking Lot (24-032)
Change Order No. 1



To: **Wheaton Park District - Cosley Zoo**
1356 Gary Avenue
Wheaton IL 60187

Project: **Cosley Zoo Parking Lot**
Project No: **24-032**
Location: 1356 N. Gary Avenue
Wheaton IL 60187

Reference: **Payment Application #2**

In accordance with the terms of this contract, the following change is made to the project cost and/or time duration as follows:

EWP#	Description	Cost	Time Ext.
001	Tensar Geogrid	\$5,158.34	-
Change Order Total Cost		\$5,158.34	
Change Order Total Time Extension			0 C.D.
Original Contract Amount:		\$1,999,599.00	
Previous Contract Amount:		\$1,999,599.00	
Current Contract Amount:		\$2,004,757.34	
Original Contract Time:			C.D.
Current Contract Time:			C.D.

The said contract as hereby amended shall remain in full force and effect.

E. P. Doyle & Son, LLC

By

December 31, 2024

Date

Wheaton Park District - Cosley Zoo

By

Date

Wight & Co.

By

Date

**Cosley Zoo Parking Lot (24-032)
Extra Work Proposal #001**



Below are the pricing and time requirements to perform the following extra work to the contract:

Tensar Geogrid

Submittal : #1 12/27/2024

EWP Cost Subtotal		\$4,597.00
GL Insurance	1.00%	\$45.97
Overhead and Profit	10.00%	\$464.30
P&P Bond	1.00%	\$51.07

EWP #001 Total Cost:	\$5,158.34
EWP #001 Time Extension :	0 C.D.

Notes : Unsuitable soils were found in 3 locations during a proof roll. Three pricing options were provided for evaluation. Wight and Wheaton Park District selected option 2, to install 378 SY of Tensar Geogrid for \$4,597.

To authorize E.P. Doyle & Son, LLC to proceed with this extra work, please acknowledge your acceptance of this proposal by signing and dating below, and we will issue a Change Order in accordance with the Contract provisions.

E. P. Doyle & Son, LLC



By

December 27, 2024

Date

Wheaton Park District - Cosley Zoo

By

Date

Wight & Co.

By

Date

TO: Board of Commissioners
FROM: Mike Benard, Executive Director
THROUGH: Margie Wilhelmi, Director of Marketing
Carolyn Wilkin, Special Event Manager
Kaitlin Lizik, Annual Giving & Events Manager
RE: 2025 Memorial Park Special Events
DATE: January 8, 2025



SUMMARY: Staff seeks the board’s approval to serve liquor (beer/wine/ready-to-drink beverage (RTD)s) in Memorial Park for the following park district special events:

- **Cream of Wheaton:** June 5-8
- **Memorial Park Concert Series:** June 27, 28, 29, July 18, 19, 20, August 8, 9, September 5, 6 (Potential Benefit Concert Dates: September 12, 13)
- **HOPtober Fest:** September 27

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

Cream of Wheaton 2025

Cream of Wheaton is scheduled for June 5 – June 8. The Beer Garden will be open for service on Thursday, 4-9:30P, Friday, 4-9:30P, Saturday, 8A-9:30P and Sunday, 12-7P. This event is held in partnership with the Wheaton Chamber of Commerce.

Memorial Park Concert Series 2025

This will be the fifth season of the Memorial Park Concert Series. Concessions will be available at concerts from 5 to 9:30P. Dates include June 27, 28, 29, July 18, 19, 20, August 8, 9, September 5, 6 (Potential Benefit Concert Dates: September 12, 13).

HOPtober Fest 2025

HOPtober Fest will return to Memorial Park for the second year and will offer event attendees 16 – 3 oz. samples between the hours of 1 and 5P on Saturday, September 27. This event will be 21+ and will feature Fall/October Fest themed beverages.

REVENUE IMPLICATIONS

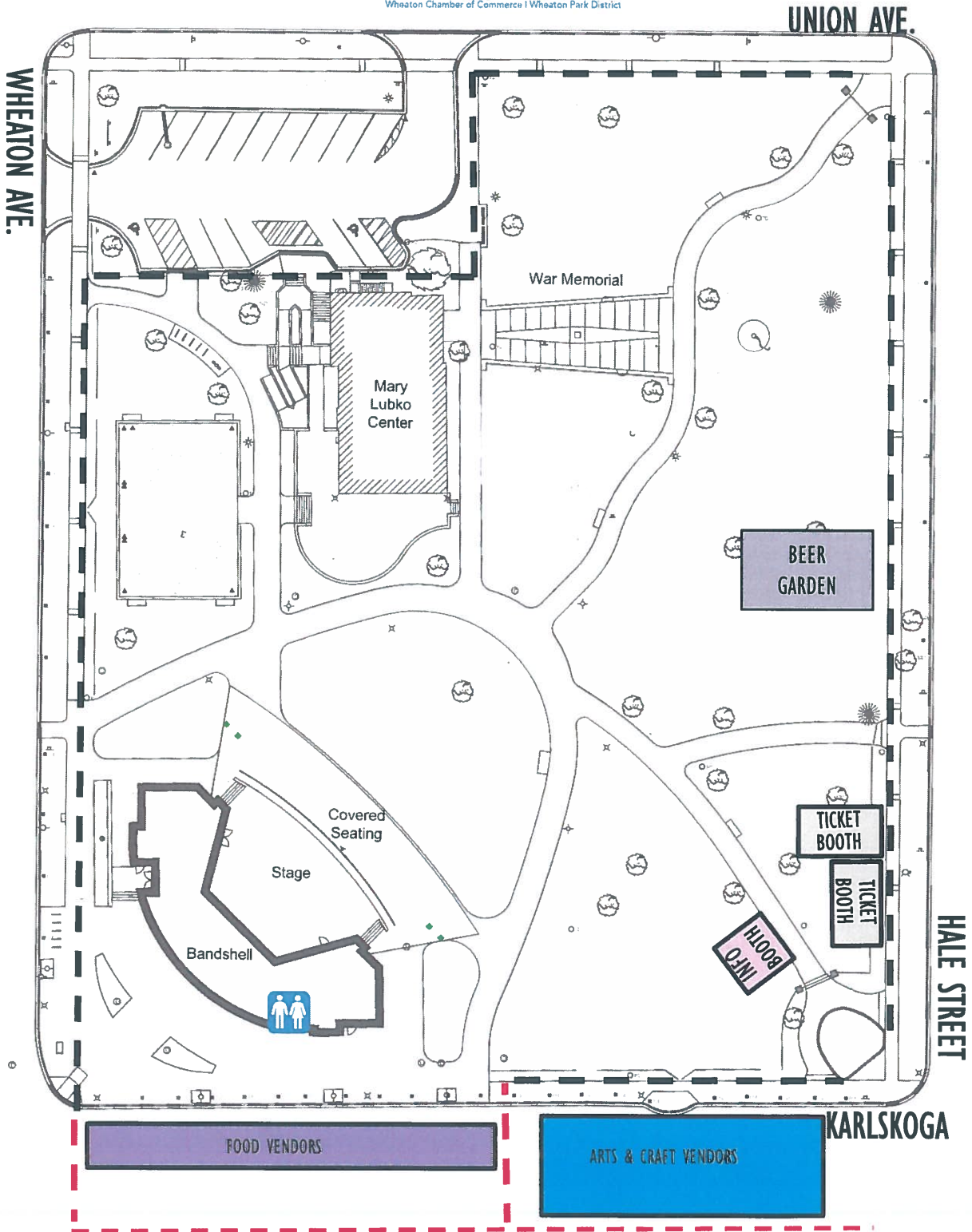
At Cream of Wheaton, tickets will be purchased at the ticket booth and redeemed at the Beer Garden. At the Memorial Park Concert Series, concessions will be sold through two controlled concessions areas. Beer, wine, and RTDs will cost \$6.00 per unit. HOPtober Fest will be a ticketed event that includes sampling.

ATTACHMENTS:

- (1) Map of Projected Plan for Cream of Wheaton +
- (2) Map of Projected Plan for Memorial Park Concert Series +
- (3) Map of Projected Plan for HOPtober Fest +

RECOMMENDATION: Staff seeks board approval to serve beer and wine within the fenced perimeter of Memorial Park for 2025 special events: Cream of Wheaton, Memorial Park Concert Series, HOPtober Fest.

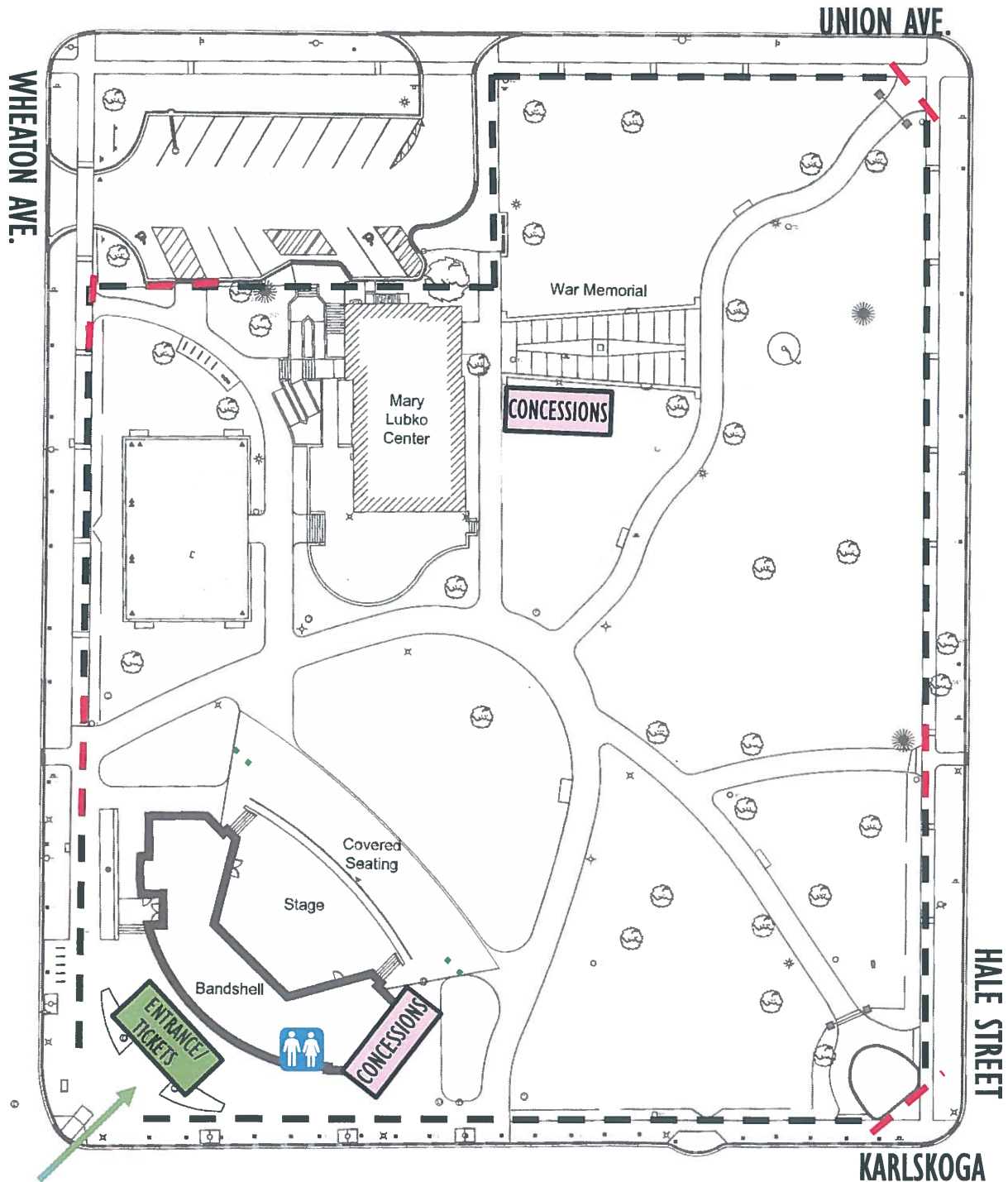
Attachment 1: Cream of Wheaton 2025



MEMORIAL PARK | JUNE 5 - 8, 2025

Attachment 2: Memorial Park Concert Series 2025

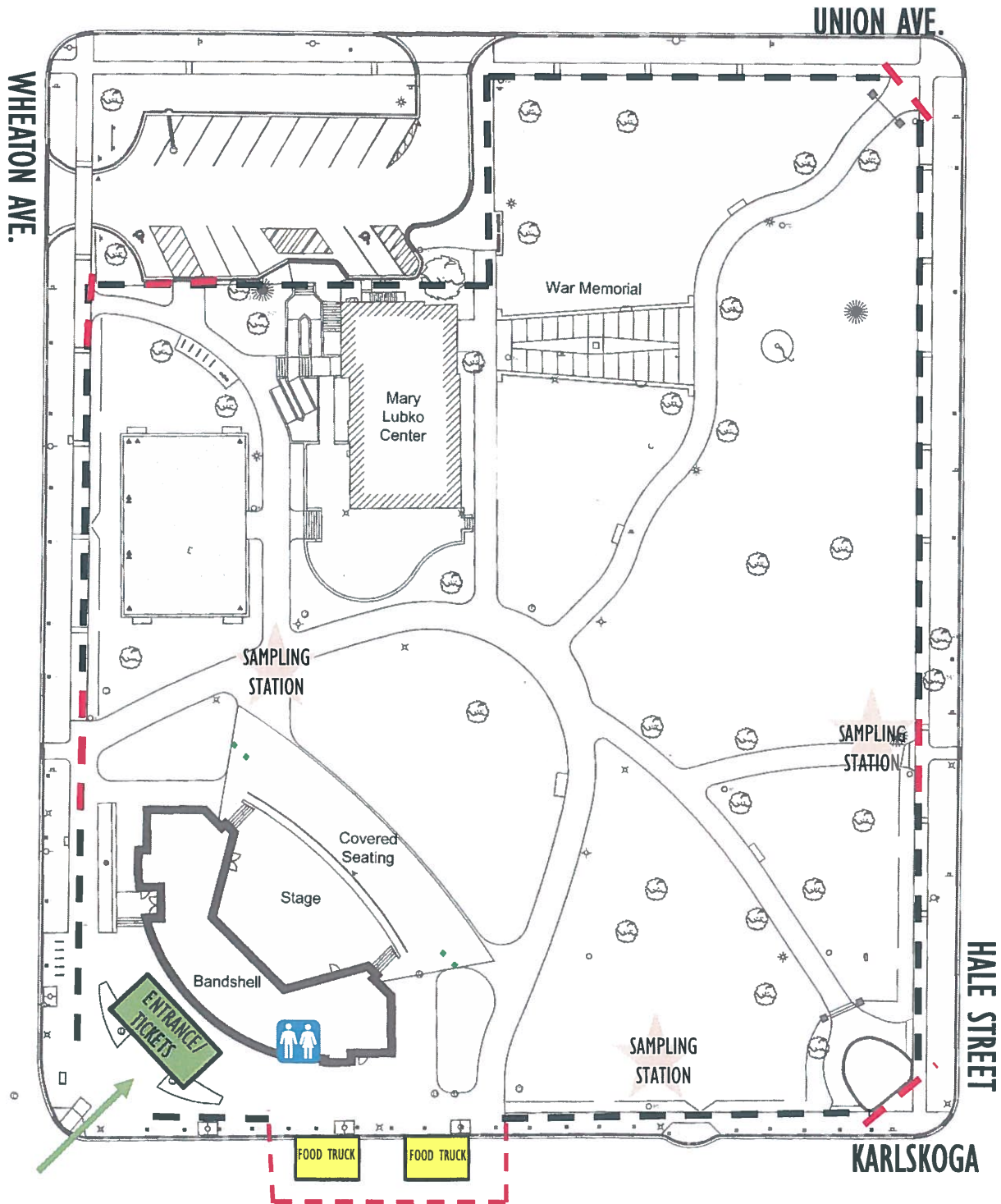
MEMORIAL PARK



MEMORIAL PARK CONCERT SERIES

JUNE 27-29, JULY 18-20, AUGUST 8-9, SEPTEMBER 5-6 and 12-13, 2025

Attachment 3: HOtober Fest 2025



MEMORIAL PARK | HOPTOBER FEST
SEPTEMBER 27, 2025

TO: Board of Commissioners
FROM: Mike Benard, Executive Director
THROUGH: Margie Wilhelmi, Director of Marketing
Kaitlin Lizik, Annual Giving & Events Manager
Carolyn Wilkin, Special Event Manager
RE: 2025 Events
DATE: January 8, 2025



SUMMARY: Staff seeks the board’s approval to serve liquor (beer/wine/ready-to-drink beverage (RTD)s) at the DuPage County Historical Museum, Cosley Zoo and Memorial Park for the following special events:

- **A Night in Monaco: Casino Night: Friday, March 14**
- **Uncorked at Cosley Zoo: Thursday, July 10**
- **Northwestern Medicine Memorial Park Rental: July/August TBD**

A Night in Monaco: Casino Night 2025

A Night in Monaco: Casino Night will be returning to the Museum in 2025. All tickets include access to an open bar, which will be in the Museum’s auditorium/upper level. The open bar will include beer, wine, RTDs, and spirits. Bartenders will be staff from Arrowhead Golf Club.

Uncorked at Cosley Zoo 2025

The wine event is scheduled for Thursday, July 10. Wine sampling will be available within the footprint of the zoo. It is a ticketed event for adults 21+.

Northwestern Medicine Memorial Park Rental

Northwestern Medicine has rented Memorial Park for their staff picnic for several years, including 2022, 2023 and 2024.

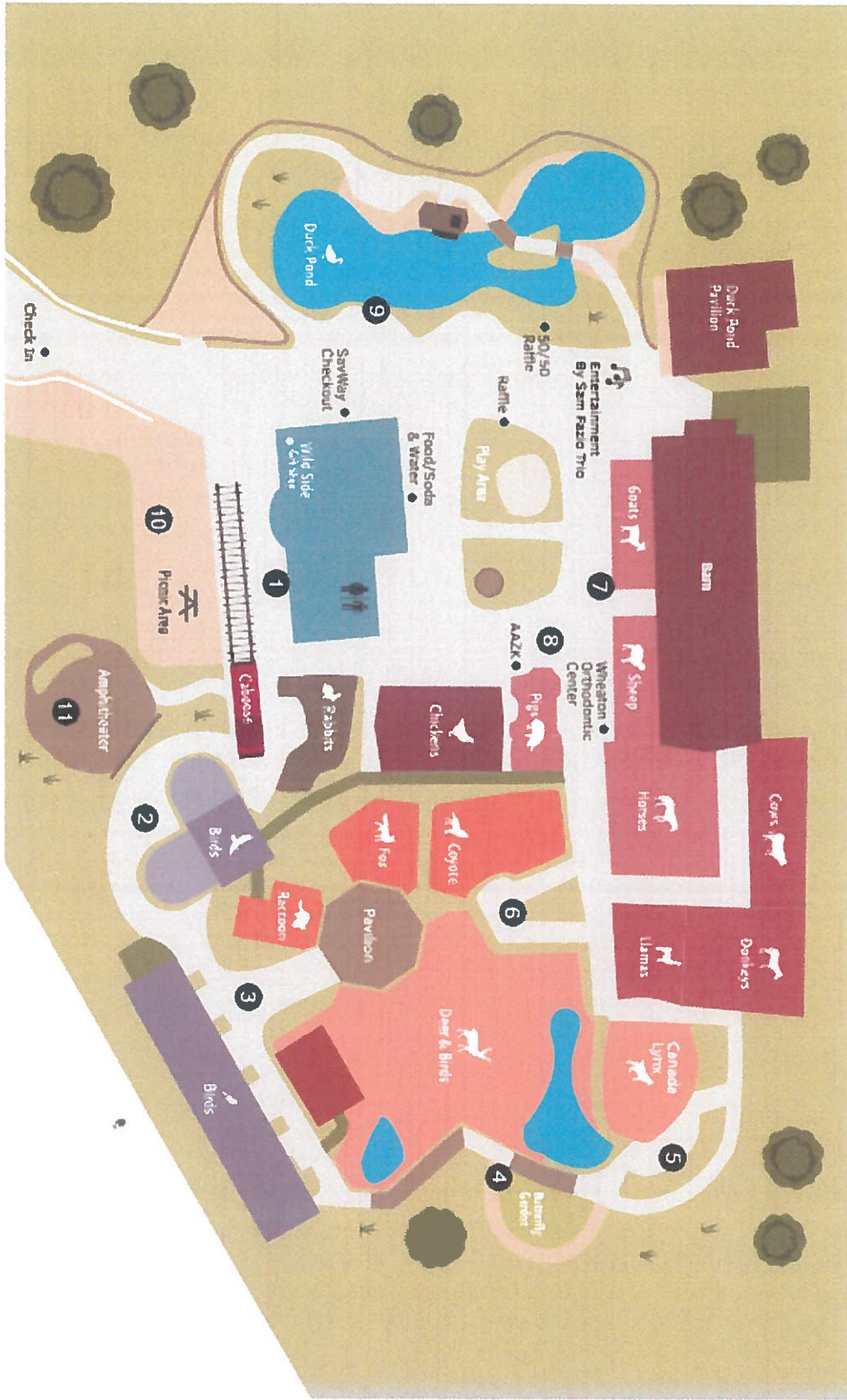
REVENUE IMPLICATIONS

Concessions at the Northwestern Medicine Memorial Park Rental will be included in the rental fee. At Casino Night and Uncorked at Cosley Zoo, tickets will be purchased in advance via a ticketing site. All sampling and bars will be distributed through controlled areas.

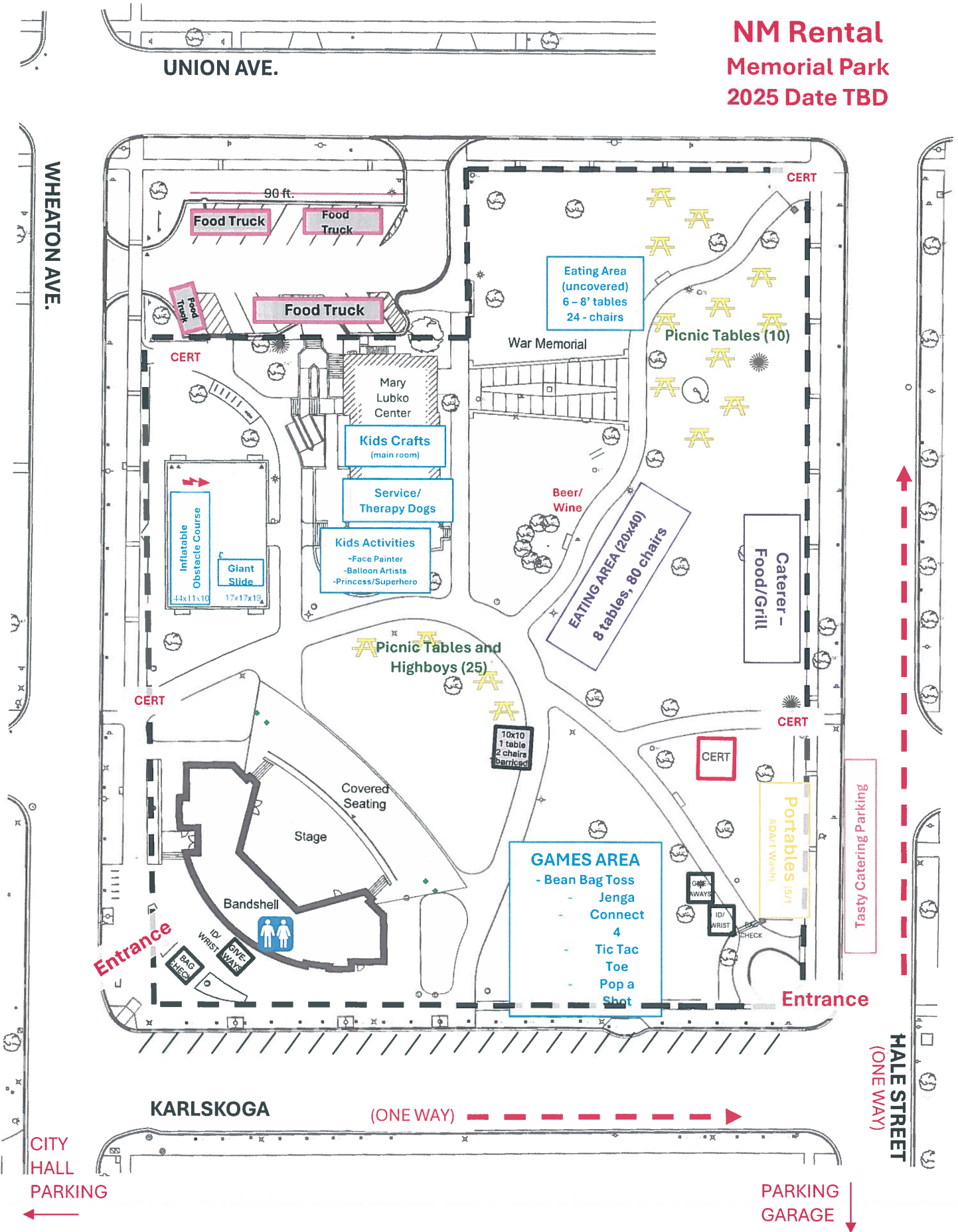
ATTACHMENTS:

- (1) Map of Uncorked Layout
- (2) Map of Projected Plan for Northwestern Medicine Memorial Park Rental

RECOMMENDATION: Staff seeks board approval to serve alcohol in the DuPage County Historical Museum building for Casino Night, within the fenced perimeter of Cosley Zoo for Uncorked, and within the fenced perimeter of Memorial Park for the Northwestern Medicine Memorial Park Rental.



**NM Rental
Memorial Park
2025 Date TBD**



CITY HALL PARKING

PARKING GARAGE

Tasty Catering Parking

HALE STREET (ONE WAY)

KARLSKOGA

(ONE WAY)

UNION AVE.

WHEATON AVE.

Eating Area (uncovered)
6-8' tables
24 - chairs

Picnic Tables (10)

War Memorial

Food Truck

Food Truck

Mary Lubko Center

Kids Crafts (main room)

Service/Therapy Dogs

Kids Activities
-Face Painter
-Balloon Artists
-Princess/Superhero

Inflatable Obstacle Course
44x11x10

Giant Slide
17x17x19

EATING AREA (20x40)
8 tables, 80 chairs

Caterer - Food/Grill

Picnic Tables and Highboys (25)

10x10
1 table
2 chairs

Covered Seating

Stage

Bandshell

GAMES AREA
- Bean Bag Toss
- Jenga
- Connect 4
- Tic Tac Toe
- Pop a Shot

Portables (5/7 ADA/1 Wash)

Entrance

Entrance

BAG CHECK
ID/WRIST
ID/WRIST

BAG CHECK
ID/WRIST
ID/WRIST CHECK

CELEBRATION

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement ("Agreement") is made and entered into this 16th day of January, 2025, 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 Exhibits A & B attached hereto and incorporated herein by reference ("Licensed Parking Area"), that are not currently needed for park and recreational purposes and may be made available to Licensee for the purpose of providing additional parking in connection with its need for employee parking (collectively, the "Licensed Activities"); and

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

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

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

ARTICLE 3 LICENSEE'S USE OF THE LICENSED PREMISES

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

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

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

- A. Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to the Licensed Parking Area during the term of this Agreement from:
 - January 1, 2025 through December 31, 2025
 - 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 Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees,

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

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

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

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

3.7 License Fee. As compensation for the License, Licensee shall pay to Park District a license fee in the total amount of ten thousand ~~eight seven~~ hundred ~~twenty-four sixteen~~ dollars (\$10,824716), or ~~nine eight~~ hundred ~~two ninety-three~~ dollars (\$902893) 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, 2025 and the final payment due on December 1, 2025.

3.8 Security Deposit. As security for the performance of Licensee’s obligations under this Agreement, contemporaneous with the execution and delivery of this Agreement, Licensee shall deposit ~~nine eight~~ hundred ~~two ninety-three~~ dollars (\$902893) (the “Security Deposit”) with Park District the sum of. Park District shall not be required to keep this Security Deposit in a separate account and Licensee shall not be entitled to interest thereon. *Note: Park District acknowledges receipt of \$867.00 security deposit received on 2/7/23.*

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

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

ARTICLE 5 TERM AND TERMINATION

5.1 Term. Subject to the dates and times set forth in Sections 3.1 and 3.2 above, the term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless earlier terminated by the Park District pursuant to Article 5, or otherwise by mutual written agreement of the Parties.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice: (i) upon Licensee's default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances; or (ii) in the event Licensee abandons, discontinues, or otherwise ceases operations. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date of termination that remains unsatisfied on the termination date, including but not limited to any obligation under Paragraphs 2.1, 3.4 and 4.1 above. Notwithstanding the foregoing, the Park District may terminate this Agreement upon not less than sixty (60) days prior written notice to Licensee's in accordance with Article 6 herein in the event the Park District requires the use of the Licensed Premises for park and recreational purposes as determined by the Park District's Board of Park Commissioners in its sole and absolute discretion.

ARTICLE 6 NOTICES

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

If to Licensee: Bauer and Bauer Dentistry and Orthodontics
623 S. Naperville Road
Wheaton, IL 60187
Attn: _____
Email: _____

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSEE

By: _____

Date: _____

Its: _____

Attest: _____

Its: _____

WHEATON PARK DISTRICT

By: _____

President, Board of Park Commissioners

Date: _____

Attest: _____

Secretary, Board of Park Commissioners

EXHIBIT A &B

[Insert depiction and or description of Licensed Parking Area]

Exhibit A
Central Athletic Center
License Agreement for Access & Use



Exhibit B
Central Athletic Center
License Agreement for Access & Use During Construction



EXHIBIT C

Insurance Requirements

For purposes of this Exhibit B, Bauer and Bauer Dentistry and Orthodontics shall be referred to as "Licensee."

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

A. Commercial General and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

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

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

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

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

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

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

D. General Insurance Provisions

a. Evidence of Insurance

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

2024 Review Copy
updated lease to file

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 and approximately 745 square feet of shared hallways and Bathrooms as depicted 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, 2024 and ending December 31, 2024 (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 \$42,287 paid in full in a lump sum payment on or before January 1, 2024 ("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 as depicted in Exhibit B, attached to and incorporated herein.

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

By: _____
Michael J. Benard, Executive Director

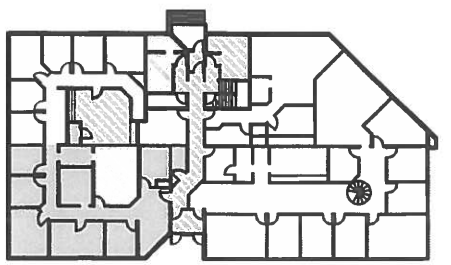
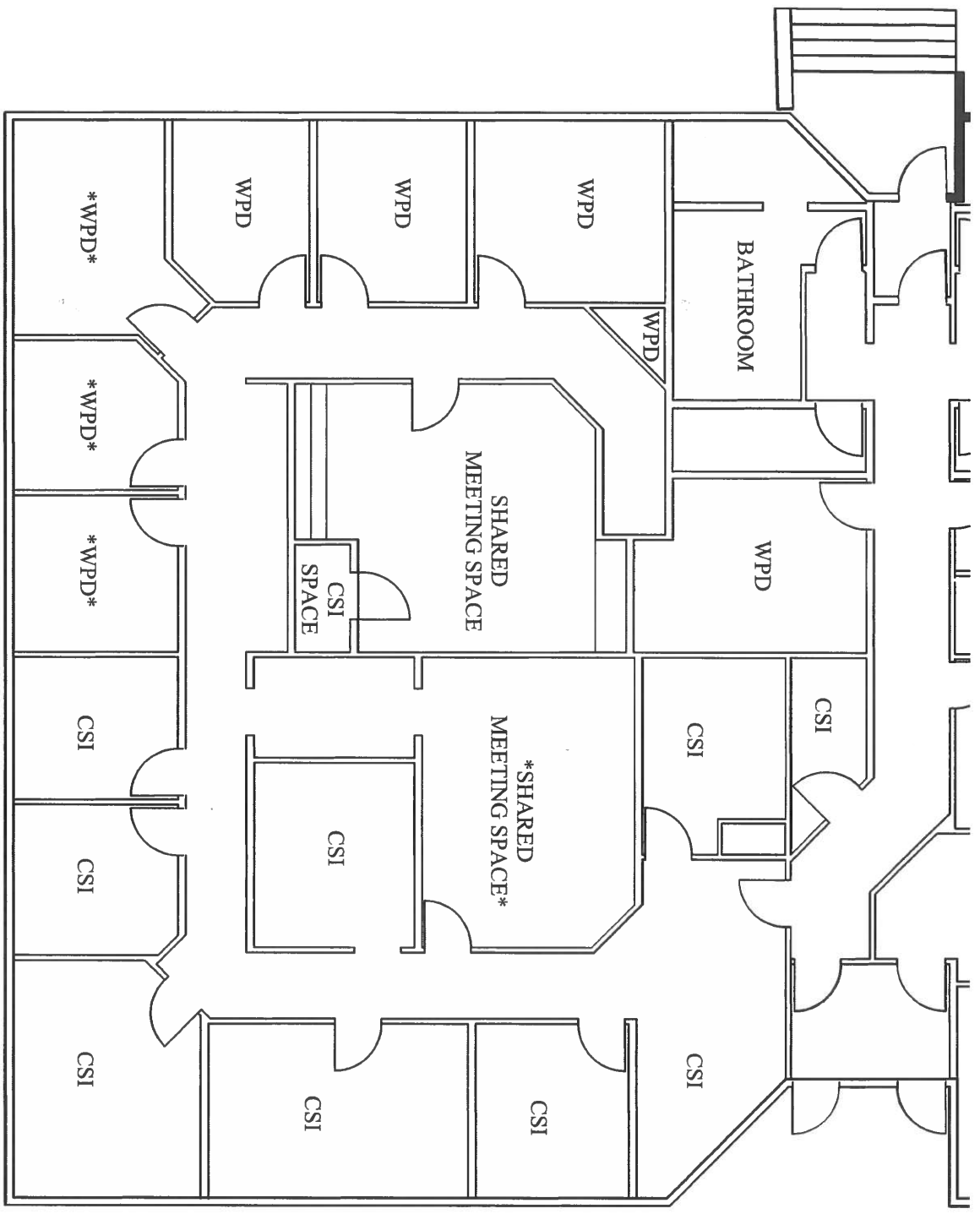
TENANT:

Computer System Innovations, Inc.

By: _____
Douglas Morris,

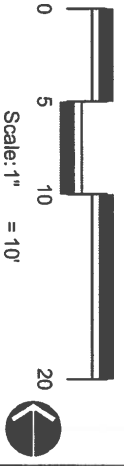
Its _____

ROOM is a room that changed from previous lease



LEASED AREA SHADED

- 1,500 Sq. Ft. Leased Area
- 570 Sq. Ft. Shared Meeting Space
- 745 Sq. Ft. Shared Halls & Bathrooms



drawn by	B/S	checked by	date	revised by	date
checked by	date	revised by	date	revised by	date
revised by	date	revised by	date	revised by	date

1

Sheet 1 of 1



Google Earth

W Prairie Ave

Imagery Data: 3/17/2018 41°52'37.11" N 88°07'10.85" W elev. 735 ft eye alt. 1011 ft

Exhibit B- Parking

47 Car Parking Lot

855 W. Prairie

10 Spaces Reserved for CSI staff & guests M-F
Joint use by CSI & WPD Sat & Sun



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning
Brian Morrow, Park Planner

THROUGH: Michael Benard, Executive Director

RE: 2024 Americans with Disabilities Act (ADA) - Access Audit and Transition Plan

DATE: January 8, 2025



SUMMARY:

Our last accessibility audit and transition plan was completed in 2010. Since that time, we have made many improvements with staff and contracted several projects to improve accessibility. Since the last audit, we added several new facilities that needed to be assessed.

A new audit and transition plan has been completed that complies with current standards and guidelines. It is a necessary part of the accreditation process and helps to demonstrate that we are working towards meeting the needs of all our patrons. All our parks and facilities were audited, and community/staff input was incorporated into the overall audit and plan.

The plan and audit also include the following:

- Access audits for all facilities, reports, plan and public engagement.
- Review of public facing policies.
- Website consultation/review.
- GIS shapefile creation.
- Staff training modules.

PREVIOUS COMMITTEE/BOARD ACTION:

The board approved the proposal from Recreation Accessibility Consultants at the July 19, 2023, board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Dedicated funding for this audit and plan is available through our accessibility levy.

STAKEHOLDER PROCESS:

As a part of this work, in-person feedback sessions, surveys and staff training were included.

LEGAL REVIEW:

N/A

ATTACHMENTS:

WT Final Report

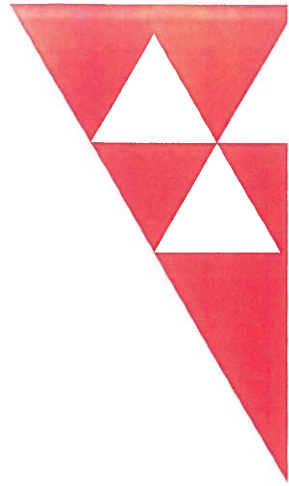
ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District board review the report and provide feedback.

3.2.6a ADA transition plan report

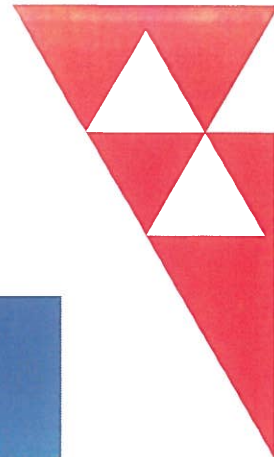


AMERICANS WITH DISABILITIES ACT ACCESS AUDIT AND TRANSITION PLAN

WHEATON PARK DISTRICT

FINAL REPORT

OCTOBER 11, 2024



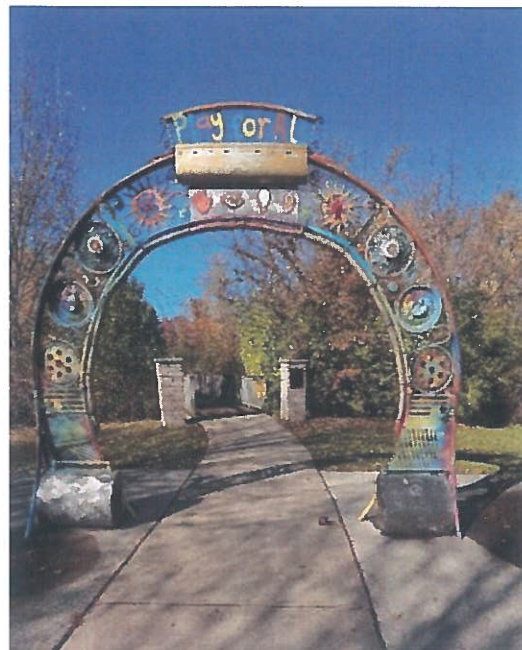
WHEATON PARK DISTRICT STAFF PROJECT TEAM

Michael Benard
Executive Director

Rob Sperl
Director of Parks & Planning

Steve Hinchee
Superintendent of Planning

Brian Morrow
Project Planner



WT GROUP ACCESSIBILITY PRACTICE PROJECT TEAM

John N. McGovern, JD
Principal-in-Charge

Tanya Scheibe, RAS
Project Manager

**Shelley A. Zuniga, CASp, Certified ADA
Coordinator**
Senior Project Manager

**Tatum Storey, MSW, Certified ADA
Coordinator**
Project Manager

Aaron Hirthe, CPRP
Project Manager



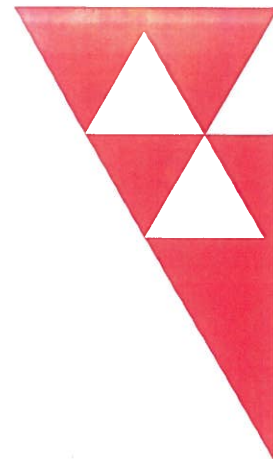


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INTRODUCTION AND THE ADA MANDATES

Federal requirements mandate the accessibility of Wheaton Park District parks and facilities. This report is a summary of our findings and recommendations to make District sites more accessible to people with disabilities. The detail, and recommendations, are in the site reports. This report recommends steps to meet the requirements and incorporates smart practices.

For efficiency, the District cannot implement all of our recommendations at once; no local government can do so. We suggest a phased approach to retrofits. It is important that Wheaton Park District staffs gain a good understanding of the findings and recommendations. We suggest a step-by-step approach, as described in the following pages.

We first review the application of the Americans with Disabilities Act (ADA) to District facilities and parks. This portion also identifies some tasks that remain to be completed by the District.

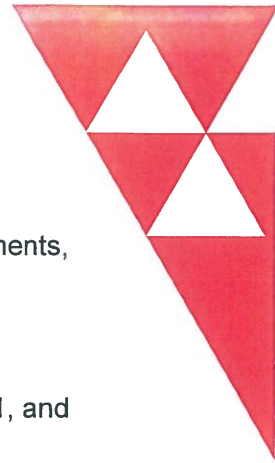
What are the Americans with Disabilities Act (ADA) General Mandates?

The [Americans with Disabilities Act](#) (ADA) is a comprehensive federal civil rights law. It prohibits discrimination on the basis of disability. Effective January 26, 1992, it has been amended by Congress only once, in 2008. The ADA has three principal titles. Title II applies to Wheaton Park District and the 89,000 other units of state and local government across the country, and it requires the District to make parks, facilities, policies, communications, and programs, accessible to and usable by people with disabilities. Other portions of the ADA prohibit discrimination by employers (title I), as well as businesses and nonprofits (title III).

The subject of this report is Wheaton Park District sites. We note that treatment of employee spaces is different than public spaces. A space used principally by District employees that might be visited by a member of the public is not solely an employee space, and must have a level of accessibility for that visitor if he or she has a disability. The District may also have relationships with nonprofits or other entities, and when an entity uses or benefits from the use of District property or resources, the entity is prohibited from discrimination on the basis of disability.

The ADA is to be broadly interpreted. In this section of the final report, we will define terms as they are defined by the ADA. In the remainder of this section, we will review the:

- ADA administrative requirements for the District;
- ADA application to new design and construction;
- ADA requirements for existing facilities;
- ADA Transition Plan requirement;
- ADA requirements for District public facing policies;
- ADA requirements for District programs, and
- ADA requirements for District communications.



Finally, this section concludes with a review of the limitations on the accessibility requirements, including technical infeasibility and the concepts of undue burden.

What Are the ADA Administrative Requirements?

The US Department of Justice (DOJ) published the title II implementing regulation in 1991, and it became effective on January 26, 1992. It has been amended once, and those changes became effective March 15, 2011. The DOJ title II regulation is [here](#).

Wheaton Park District faces many administrative requirements under title II of the ADA. In this section of the report, we will describe and review five key administrative requirements.

35.106 Notice Requirement: The District must make its citizens aware of the “...protections against discrimination assured them...” by the ADA. In doing so, the District must provide information about how parks, facilities, programs, policies, and communications are affected by the ADA. **We recommend the District do so in a way that is inviting and appealing, and consistent with the way in which the District communicates with members of other protected classes.**

35.107(a) Designation of Responsible Employee: The District must appoint at least one staff “...to coordinate its efforts to comply with and carry out...” its obligations under the ADA. Known as the ADA Coordinator, this employee is responsible for investigating complaints regarding noncompliance, and coordination of overall ADA implementation. **We recommend the District appoint an ADA Coordinator if it has not already done so.**

35.107(b) Complaint Procedure: The District must have a process by which disputes regarding accessibility at sites, effective communications, and inclusion in programs and services can result in “...prompt and effective resolution...”. DOJ refers to this as a “grievance procedure”. We do recommend that the District change the way it refers to this process.

Naming this a complaint or grievance process makes it adversarial in nature. It need not be, and in fact, many believe that a more positive approach yields “prompt and effective resolution” in a much more customer-friendly way. **We suggest the District consider renaming the process to *Access and Inclusion Solutions Process*, or some other appropriate name that is inviting, not adversarial.**

35.130(b)(7) Make Reasonable Modifications: The District must make reasonable modifications that enable access to programs and facilities, when so requested by a person with a disability, unless doing so creates an undue burden. The statute and the DOJ regulation identify many actions or devices that are a reasonable modification. In addition, court decisions and DOJ settlement agreements help further define the term and the limits on the concept of reasonable modification. The DOJ ADA website is a good source of information on this subject at www.ada.gov.

35.150(a)(3) Writing Requirement: The District, whenever it denies a request for a reasonable modification, must create a writing that describes the request and the reasons for the denial. This is a mandate once it is determined by Wheaton Park District staff that a request would create an undue burden. Importantly, the writing is to be signed by “...the



head of the entity or his or her designee...” In making this decision, the entity is to consider “...all resources available for use in the funding and operation of the service, program, or activity...”. **We recommend that the Board of Commissioners, as a consent agenda item, delegate this authority to the Executive Director, and authorizes him to delegate that authority to department heads, division heads, and WDSRA.**

We also recommend that the District keep these writings together for ease of access and analysis. These will have great risk management value and will help in forecasting the requests the District receives.

What Are the ADA Requirements for New Design and Construction?

Many of the ADA requirements are open to some interpretation regarding compliance. There is, however, one set of requirements that is clear: all new design and construction must comply with the federal [2010 Standards for Accessible Design](#). The DOJ regulation at section 35.151 establishes this requirement, and permits a variance only when it is “structurally impracticable” to fully comply with the Standards.

Experts estimate that design and construction for ADA compliance adds not more than 1% to the facility cost. For the District, it is critical that all designers and contractors understand this mandate and comply with this mandate. Plan review and effective project management by District staff ensure that plans and ongoing construction are compliant. The investment of human resources towards this goal is much less costly than removing barriers after the construction of a park, trail, or facility.

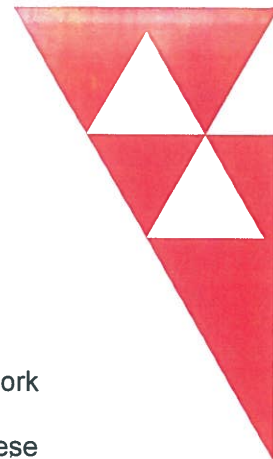
New design and construction include alterations and additions, therefore alterations and additions must adhere to the 2010 Standards and [2018 Illinois Accessibility Code](#) requirements where they are more stringent. The DOJ title II regulation, at 35.151(b)(4), establishes a requirement that when alterations or additions occur at an existing Wheaton Park District facility, a “path of travel” is required to connect the accessible elements of the existing facility with accessible elements in the altered area or addition.

In preparing the regulation, DOJ recognized the inequity of a result whereby the accessibility portion of an alteration or addition, the path of travel, could require more fiscal resources than the alteration or addition. The regulation therefore introduces the concept of disproportionality, which permits the District to limit path of travel costs to 20% of the cost of a project.

Three clarifications are necessary regarding the concept of disproportionality.

First, the District may elect to apply the concept of disproportionality; it is not required to do so. If the District wishes to make the cap 30% of the cost of the alteration or addition, it may do so. The ADA sets the floor, not the ceiling.

Second, the path of travel must be applied when the alteration or addition is to a primary function area. A primary function area is “...a major activity for which the facility is intended.” Examples in the title II regulation include “...the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public entity using the facility are carried out.” We would add other examples, pertinent to Wheaton Park District facilities. These include:



- Playground surfaces and playground components at District playgrounds; and
- Spectator seating and player seating at District softball and baseball fields.

Third, some work at an alteration or addition is simply maintenance and the cost of that work may be deducted from the determination of the cost of the alteration or addition, thereby affecting the amount necessary to meet the 20% disproportionality test. At many sites, these non-alteration costs are very small. In a world where every Wheaton Park District penny counts, it is appropriate to apply the concept of disproportionality properly.

Access requirements for new design and construction are important in the context of the District Capital Improvement Plan (CIP). It is critical that CIP project designers and contractors meet or exceed federal and state requirements.

What Are the ADA Requirements for Existing Facilities?

The title II requirements for existing facilities begin with a requirement that the **programs** within those facilities and sites are what is to be made accessible. DOJ title II at 35.149 clearly states that "...no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity."

The term "program" is to be broadly interpreted. For the District, a program is the opportunity made available to the public.

Swimming is a program.

Making public comment at a Board of Commissioners meeting is a program.

Sports fields are a program.

Playgrounds are a program.

Having picnic tables in a park is a program.

Staffing and conducting recreation activities during the summer or afterschool is a program.

Think broadly here, and understand that a program is not just an organized activity for which one registers and participates. In applying 35.149, it is a violation of the ADA if a Park District program cannot be accessed by a person with a disability because the facility in which the program is located is inaccessible.

Title II at 35.150 discusses the parameters for making existing facilities accessible. It requires the District to view that program "...in its entirety..." at 35.150(a). This is interpreted to mean that all of the locations of a program, e.g., every Wheaton Park District playground, must be viewed before determining which will be made accessible and which will be left as is until next altered or replaced. This latter statement is made clear at 35.150(a)(1), where the District is told

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by DOJ that these requirements do not "...necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities..."

Making a program accessible does not always require making a facility accessible. This is explained by DOJ at title II 35.150(b), where it reviews some of the methods to make a program accessible. The non-structural methods, include, but are not limited to:

- Relocating a program from an inaccessible site to a site that is accessible;
- Providing a program at two or more sites, one of which is not accessible and at least one of which is accessible;
- Redesign or acquisition of equipment to make program participation possible;
- Bringing the program to the person with a disability by making home visits;
- Construction of new accessible facilities to house the program; and
- Providing extra staff to facilitate interaction by program beneficiaries.

Elsewhere in title II, the District is required to make changes to rules and policies. These nonstructural alternatives may be effective in making a program accessible. However, when nonstructural alternatives are not effective in making the program accessible, 35.150(b) requires the District to alter existing parks, facilities, and assets, and when doing so, to treat the alteration as new work and comply with title II 35.151. The District must also give the highest priority "...to those methods that offer services, programs, and activities...in the most integrated setting". We review this mandate elsewhere in this report. Additionally, the District must disperse the accessible programs that are to be retrofit. For example, all accessible playgrounds cannot be located in one neighborhood of the District.

The 2011 title II regulation amendments introduced the concept of safe harbor for the Wheaton Park District and other units of state and local governments at 35.150(b)(2). If the District in designing and constructing an asset, before March 15, 2012, complied with the 1991 Standards for Accessible Design, it cannot be penalized if the Standards change at a later date.

An example of safe harbor is the reach range requirement. In the 1991 Standards, reach range could be as high as 54" above the finished floor (aff) if a side approach was used and only 48" aff if a forward approach was used. In the 2010 Standards, because of confusion about forward reach and side reach, the maximum reach range was simply reduced to 48" aff. The safe harbor concept applies here, and at Wheaton Park District facilities designed and constructed before March 15, 2012, where a proper side reach can be used, an operating mechanism can be as high as 54" aff. However, if that hypothetical operating mechanism is at 55" aff, it failed to meet the 1991 Standards and must be retrofit to meet the 2010 Standards maximum of 48" aff.

It is important to note that many District assets were not addressed by the 1991 Standards, and were only addressed later in the 2010 Standards or 2018 Illinois Accessibility Code. That includes District playgrounds, sports fields, sports courts, and fitness facilities, trails, picnic areas, to name a few. As such, the concept of safe harbor cannot apply to these assets, and the program access test reviewed earlier in this section applies. As an example, playgrounds, but



not necessarily all playgrounds, must be accessible. See our discussion regarding the transition plan for more detail.

What is the ADA Transition Plan Requirement?

The title II regulation, at 35.150(c) and 35.150(d), make clear the Transition Plan requirements. A transition plan is a phased order of retrofit for all existing parks and facilities. At 35.150(d), the requirements are:

- Describe the deficits at every District asset;
- Describe a solution for each deficit, or if it is to be left as is, describe why;
- Specify the year or by what date in which the retrofit will occur; and
- Name the District official responsible for assuring compliance.

No District plan can be effective, however, without cost references or estimates. In developing the Transition Plan, the District has received cost references for planning purposes to enable effective planning for the retrofits that will occur.

A key issue is understanding guidance as to by what date all retrofits must be completed. The title II regulation, at 35.150(c), discussing the period for compliance, offers this guidance:

“Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of January 26, 1992, but in any event as expeditiously as possible.”

To suggest that this is not helpful guidance to the Park District is an understatement, for several reasons. First, the ADA became effective January 26, 1992. Second, it would be literally impossible for the District to have made all of the necessary retrofits by January 26, 1995. In fact, it would be literally impossible for the District to make all retrofits that are necessary during any three-year period. Third, when the title II regulation was amended by DOJ and made effective March 15, 2011, this language was not updated with a new compliance date. Fourth, when the 2010 Standards were published and included for the first time certain types of recreation assets, there was no change to the completion date of 1995.

The District can draw guidance from the statement above by acknowledging that retrofits will occur as soon as possible. This requires a balancing of District resources, integration of Transition Plan retrofits with CIP activity, and assigning a higher priority to Transition Plan work than to discretionary development and acquisition.

Regarding parks and facilities, there is other guidance by DOJ. If there is only one a type of asset, it must be made accessible. If there are numerous assets of the same or similar type, such as playgrounds and sports fields, not necessarily all must be retrofit to be accessible. When the issue of recurring assets arises, DOJ does not specify a ratio or percentage that must be accessible. Our work in preparing transition plan recommendations relies on making a minimum of one of every three recurring assets accessible, and dispersing accessible assets



throughout the District. This assures that no matter where a resident is, some District assets are near them and are accessible.

Lastly, title II at 35.150(d)(a) requires the District to provide an opportunity for the public to participate in the development of the transition plan. The District conducted two feedback sessions on September 5, 2024. In addition, the District provided a survey for residents and other users of District sites that was available from August 5, 2024 through October 10, 2024. This is discussed in more detail later in this report.

What Are the ADA Requirements for Wheaton Park District Communications?

The title II regulation, at 35.160, requires that Wheaton Park District communications to the public with disabilities must be “as effective” as communications to those without disabilities. People with certain health conditions such as deafness or impaired vision may not be able to ascertain the message within the communication. People with a cognitive impairment may not understand the message. People with physical disabilities that limit their ability to use a mouse may not be able to get the cursor to the content on the website.

More and more local governments were using their websites for communication with the public as well as with employees. Certainly today that reliance has grown. The broad requirements apply to the District website, letters, contracts, aural communication that might occur at a District Board meeting, emails, phone calls, and more.

What Are the ADA Limitations? Technical Infeasibility and Undue Burden...

Title II does impose some restraint on the making of reasonable modifications, removal of architectural barriers, and making communications accessible. DOJ expects that these restraints will be implemented as an exception, rather than the rule.

In the 2010 Standards, technical infeasibility is defined within section 106.5 regarding Defined Terms. The District need not make retrofits when doing so is technically infeasible. Again, recognizing that the ADA sets a floor and not the ceiling, the District can choose to make the retrofit. A retrofit to an existing facility may be deemed as technically infeasible when it meets the condition described below:

“With respect to an alteration of a building or a facility, something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements.”

Title II also defines undue burden. The concept of undue burden typically includes three elements: undue administrative burden, undue economic burden, and fundamental alteration. DOJ requires at 35.130(a)(3) that the District bear the burden of demonstrating that denial of a request by a person with a disability rises to the level of one of these three conditions. Each is cited and discussed below.



35.150(a)(3) Undue Administrative Burden: DOJ and the US Congress recognized that there may be circumstances in which a small local government, will find it difficult to administratively obtain the personnel, devices, and processes by which it can make reasonable modifications, or remove barriers. This circumstance will be hard to show in the Wheaton Park District. In the densely populated communities of the Chicago metro area, some jurisdiction, nonprofit, or business will have addressed and resolved the request related to disability faced by the District.

35.150(a)(3) Undue Financial Burden: DOJ and the US Congress recognized that there may be circumstances when a local government will find it difficult to provide the fiscal resources to make a modification or to remove barriers. This circumstance is hard to show for the District. DOJ guidance requires that the District consider the entire budget before claiming Undue Financial Burden. For example, if a modification for a child with a physical disability will require the creation of a firm and stable accessible route to sports fields, the District must consider operating and capital budget unexpended resources in determining whether it can grant this request for modification.

In addition, the District has access to the 5-8 levy. No other state has such a system of fiscal support for services and infrastructure for people with disabilities.

As an important note, District staff must understand this approach. Often, staff will consider only the budget they control, in making decisions about Undue Financial Burden. That is not the correct approach. If a District employee takes a job at another agency, and there are \$10,000 in salary savings due to that departure, it is the burden of the District to show why that \$10,000 could not be allocated to the accessible route example above.

35.130(b)(7) Fundamental Alteration in Nature of the Service, Program, or Activity: DOJ and Congress recognized that a circumstance may arise where a local government will find it difficult to provide the requested modification based on disability because in doing so the fundamental nature of the service, program, or activity will be changed.

For example, beach volleyball is very popular. However, a person using a wheelchair will be unable to negotiate the sand surface in a beach volleyball court. If he or she requests a modification such as replacing the sand with a hard surface court (wood, asphalt, concrete, etc.), the District could do so, as the engineering is not complex. Were that to happen however, the very nature of sand volleyball would be changed.

These same three concepts apply to District communications. These must be as effective for people with communication impairments as are communications for people without disabilities. Language identical to 35.150(a)(3) and 35.130(b)(7) is found at title II 35.164.

A GUIDE TO THIS REPORT

There are more than 3,700 access deficits identified in the 69 site reports. The ADA requires that the access audit identify every access deficit at every site. For each deficit, a solution must be identified.

The District does **not necessarily have to make every site accessible**. It **does** have to make every program it conducts within its sites accessible.



In this report, we identify some broad solutions, such as refreshing all accessible parking, as a way to address issues identified in the site reports, and as a way for the District to better manage compliance. This gives the District flexibility within its compliance efforts to move resources so that they are applied with optimal impact. We offer these systemic changes as a complement to a site-by-site approach. The District will determine how to proceed, and many local governments apply a hybrid of a systemic and site-by-site approach.

The scope of our work does not include the design of a solution. Our recommendations are performance based. For example, if a parking stall at the Arrowhead Golf Club needs to be made accessible by having the proper striping and signage, we make that recommendation, and will note the dimensions and sign type. The design of a solution is a task for District staff or contractors.

We recommend the following to facilitate review:

First, read this Report. It provides a “big picture” review of the issues and solutions.

Second, read the 69 site reports. View the reports digitally, and you have instant access to the report content and supporting images.

Third, use your knowledge of the sites and the expertise of District staff. District staff know these sites better than we do, and District staff know the staff better than us. Blend in what you know with what we recommend in the report. There are many ways to solve access problems, and the successful alternative may well be one you define.

COMMON ISSUES

In our work, some common big picture issues arose that complement the recommendations in the specific site reports. One of these is that ways in which maintenance affects accessibility to playground surfaces and other assets.

Maintenance

The District uses a conscientious staff to maintain its parks and facilities. However, over time, every site yields to wear and tear. The recommendations below describe ways in which attention to maintenance can specifically address some access deficits.

1. **Provide training** to maintenance staff regarding the features of an accessible route and how to ensure that it remains unobstructed. This requires staff to place park amenities, e.g., garbage cans or signs, adjacent to the accessible route.
2. **Add door closer checks** to park maintenance staff checklists, and record observations regularly. When too much force is required to open a door, adjust the closer.
3. **Purchase some new tools.** The District needs battery-powered 2' digital levels, and tools to measure pounds of force that are designed for this purpose. Do not use 4' digital levels. These tools can be assigned to staff for scheduled spot-checks at doors.



Playground Surfaces

The District uses a variety of playground surfaces. One such surface is a loose fill wood product. All playground surfaces must meet two tests. The first is ASTM F1951 standard for firmness and maneuverability, also known as the accessibility standard. The second is the ASTM F1292 standard for impact attenuation. From review of the documentation from the surfacing supplier, we cannot verify that the surfacing passed the F1951 test.

While Engineered Wood Fiber (EWF) is a product that can meet accessibility characteristics, and it often carries a more affordable installation cost, it requires more frequent maintenance compared to unitary surfaces. To maintain Engineered Wood Fiber, it must be replenished, raked level, wetted, and compacted.

Some local governments are choosing to avoid EWF. Massachusetts has prohibited the use of EWF in new playgrounds because it found local entities lacked the staff to provide the necessary maintenance. Therefore, these surfaces do not meet accessibility requirements.

4. **Train park maintenance staff** to properly inspect and maintain playground surfaces to meet accessibility characteristics.
5. Acquire the supplies to rake, wet, and compact EWF surfaces after replenishment.
6. **Consider unitary surfaces** such as a poured in place rubber or turf for new playgrounds.

Changes in Level and Gaps

The routes and sidewalks that make up the District's network of accessible routes are in fair condition. Wear and tear, settling, weather, and other factors combine to cause changes in level, and gaps along portions of those accessible routes, making that portion noncompliant and a barrier to many visitors with physical and sensory disabilities.

Removing changes in level and gaps has a significant universal design benefit too, as more people with all types of conditions can more easily use District routes, such as staff pushing carts of supplies, parents with kids in strollers, and people using an assistive device such as a wheelchair, Segway, or walker.

7. **Add change in level of more than .25" to park maintenance safety checklists.** This will help identify and correct these problems before they expand. Make or buy pre-measured shims and distribute to employees for their use and ease of measurement.
8. **Add inspections for gaps of greater than .5" to park maintenance safety checklists.** Identify and fill these gaps before they expand. **In the alternative, consider resurfacing segments of deteriorated asphalt routes.**
9. **Eliminate changes in level.** Using the rationale that the most severe changes in level are the greatest barriers to access, make changes in level of greater than .75" the highest priority.



Make changes in level of between .5" and .75" the second priority.

Make beveling of changes in level of .25" to .5" the third priority. ***Consider acquiring or contracting for a grinder.***

10. **Adopt** a policy about the use of Other Power-Driven Mobility Devices (OPDMD) at District sites, and promote that policy to the general public. Every day, people with limited physical mobility start to use a Segway or similar machines.

Per the new ADA title II regulation published September 14, 2010, District policies or processes permitting the use of OPDMDs were required as of March 15, 2011.

These assistive devices provide great benefits to people with disabilities and the sooner the District has a policy in regard to their use the better. The policy could, at a minimum, address:

- times of allowed use (dawn to dusk)
- speed limits
- off-limits areas
- status of the user as a person with a disability, and
- minimum age.

It is important to note that a power driven mobility device is not a wheelchair. That device has a separate definition and is already allowed in facilities and parks. The Department of Justice has a good advisory on this topic. It is [here](#).

Obstructed Accessible Routes

Employees **may** see an accessible route as an empty 36" wide space in which a potted plant or garbage can is a perfect fit. However, that blocks or obstructs the accessible route.

11. **Provide training to park maintenance, recreation, and administration staffs** regarding the maintenance of accessible routes in parks and recreation facilities.

Employee Work Areas

The District employs many qualified and skilled full time staff, making parks and recreation services available to residents. The District employs many more on a part-time or seasonal basis. The District likely has employees with disabilities and in the future, will have **more** employees with disabilities, in all categories of employment.

It is important to address access to work areas, and both the title II regulation and the work of the 2010 Standards do so. Section 203.9 of the 2010 Standards for Accessible Design makes clear how to treat employee areas.

Generally, a person with a disability should be able to **approach, enter, and exit** the work area. This is addressed by requirements for accessible routes and accessible means of egress. Other factors are door width and threshold changes in level.



Excluded from this exception are several types of common spaces in employee areas. Spaces such as the ones below must meet the access guidelines as they are excluded from the definition of employee-only areas:

- corridors;
- toilet rooms;
- kitchenettes for employee dining use, and
- break rooms.

In short, the key issues are the accessible route, changes in level, doors and entries, and maneuvering space once within the work area. This approach is effective so long as when the District hires an employee with a disability, or a current employee acquires a disability, it will remove architectural barriers in work areas or make other accommodations.

The two recommendations below are important for all employees at all District sites.

12. **Address accessibility in the District personnel policies**, and note that, upon request by an employee, the District will make reasonable accommodations, which **may** include the removal of architectural barriers in workspaces.
13. **Require new construction, and alterations or additions** that include employee work areas to be designed and constructed so they are compliant with the 2010 Standards for Accessible Design any more stringent Illinois requirements.

Accessible Parking

The District maintains more than 2,400 public parking spaces with 112 spaces designated as accessible. It is common to see barriers in parking, and the access audit revealed many deficits in parking. The ratio of accessible stalls to all stalls is applied per parking lot. See the site reports for detail.

14. **Create a parking stall template.** Suggested template details are below.

Parking Stall Dimensions

Stalls are a minimum of 8' wide. An adjacent access aisle must also be a minimum of 8' wide. The access aisle must be diagonally striped with **high quality yellow paint**. The access aisle can be shared by two accessible stalls.

The collection of signs must include the US Department of Transportation R7-8 standard sign (the blue icon in a wheelchair). Below that must be the statewide fine sign. Unless Wheaton has adopted a higher fine by ordinance, the sign must note the statewide fine.

Federal settlement agreements require a third sign, on at least one stall, that says VAN ACCESSIBLE. This stall must be 11' wide with a 5' access aisle. An acceptable alternate is 8' and 8'.



Finally, the bottom edge of the lowest parking sign is a minimum of 60" above the finished grade. We suggest that the signpost be centered at the head of the accessible stall and we suggest that the curb cut and detectable warning run the distance of the access aisle. Illinois requires that the sign be no more than 6' from the front of the stall.

The most common deficit in accessible parking stalls and access aisles is the slope. The 2010 Standards and the 2018 IAC limits the slope to **not more than 2.08% in any direction**.

This is a challenging requirement that can take considerable effort to meet.

Connection to the Accessible Route

The access aisles must connect to an accessible route that is a minimum of 36" wide. The maximum running slope for the accessible route is 5%, and to account for heaving and settling, we recommend 4%. The maximum cross slope is 2%.

Passenger Loading Zone

The loading zone must have an access aisle adjacent and parallel to vehicle pull-up space. The loading zone access aisle must be a minimum of 60" wide and 20' long.

15. **Develop a plan to correct or refresh every accessible stall** at every District site. Incorporate this task into other plans that require parking lot repair, restriping, or resurfacing.

Running Slope and Cross Slope

There are many sites with slopes steeper than permitted. At some sites, this was a minimal issue, but at others, it was a significant variance. This condition naturally occurs when concrete settles, or when connections between new and old routes are off by fractions of an inch.

Cross slope is equally important, as it serves drainage as well as access purposes.

16. **Revise standard specifications and details** so that in new construction and alterations the slope of the AR shall not exceed 1:21, or 4.7%, as opposed to 1:20, or 5%. This allows room for field error.
17. **Revise standard specifications and details** so that in new construction and alterations the ramp slope shall not exceed 1:13, or 7.7%, as opposed to 1:12, or 8.33%. This allows room for field error. It also makes ramps easier to use for everyone, not just people with disabilities. This universal design approach is also a risk management tool.
18. **Revise standard specifications and details** so that in new construction or alterations the cross slope shall be an integral part of the project and shall not exceed 1.9%. This allows room for field error.



Detectable Warnings

The US Access Board suspended the detectable warning requirement in the late 1990s, for several years. It was restored in 2002. However, it is not required in park and facility use by the 2010 Standards. **As a smart practice, we recommend the use of detectable warnings.**

19. As with parking, **develop a template for detectable warnings.**
20. In the same year that parking is refreshed, **implement a plan to correct or refresh every detectable warning** at every curb or crossing at District sites. If necessary, phase this out over a two or three-year period.
21. Weather greatly affects the life of detectable warnings. We recommend the use of durable, metal plates as opposed to plastic plates.

Door Opening Force Requirements

Wheaton Park District facilities have many doors. Many have closer mechanisms. Some of these need adjustment to bring the pounds of force (lbf) necessary into compliance (5 lbf for interior doors and 8.5 lbf for exterior doors). However, some of the closers are just old. The wear and tear of 20 or more years erodes the closer effectiveness.

22. **Evaluate and determine the age of door closers.**
23. **Add door closer maintenance checks** to safety checklists and for closers with 10 years of service or less, aggressively maintain them for effectiveness.
24. **Purchase and install new door closers** for all exterior doors (with closers 20 years old or more) and 50% of interior doors.
25. **Purchase and install** new door closers for all remaining interior doors (with closers 20 years old or more).
26. **Consider acquiring, installing, and maintaining** power assisted door openers for District facilities with heavy consumer traffic.

Signage

Signs serve several purposes. First, signs assist wayfinding in large sites such as the Cosley Zoo or the Community Center. Second, signs identify important permanent elements of facilities, such as restrooms. Third, signs facilitate access by people with vision and physical limitations.

The 2010 Standards treat two types of signs differently. Signs for permanent spaces, such as a bathroom, must be in both Grade 2 Braille and raised lettering. Signs that are directional or informational only require visual lettering of a certain size. Be certain to incorporate these approaches into signs in buildings and sites operated by the District.

27. **Create a sign template for use by the District**, and describe where and in what facilities signs will be used. The template could include size of sign, mounting height,



mounting location, size of characters, space between characters, contrast between characters and background, icons or symbols used in the signs, District information (name of facility? phone number? main office number?), and more.

28. **Implement signage template and refresh** District signs.

Bathrooms

Bathrooms are an essential part of a visit to a Wheaton Park District site. Exercise, food and beverage, social activities, and more all rely on one of the oldest designs known to us. Making those facilities accessible is tremendously important.

29. **Develop a bathroom template.** This is a list of criteria for restrooms, not a design template. Be sure to include temporary facilities such as portable toilets in the template. The template should address the toilet, grab bars, items in the stall such as toilet paper and hooks, the stall, operating mechanisms, mirrors, sinks, hand towels, and more.
30. **Include bathroom renovations** at facilities in the District Capital Improvement Plan.
31. **Consider the use of automatic flush controls.** These have environmental benefits and are a great way to eliminate some accessibility problems.
32. **In the interim, implement non-structural modifications recommended in each section of this report,** such as lowering mirrors, remounting grab bars, changing the height of toilets and urinals, installing compliant stall hardware, and so forth.

These less costly changes on a site-by-site basis will serve your customers well until resources are available to renovate restrooms on a comprehensive scale.

33. **Make at least one portable toilet,** where provided at a site, accessible. This includes a portable toilet placed at a picnic shelter or adjacent to sports fields. These must be accessible and must be served by **an accessible route.**

The District has sites with portable toilets; this must be addressed. Use our site report recommendations, and require compliance by District vendors.

Alarms

In existing facilities where an aural or audible fire alarm system is provided, a visual alarm is not required unless the building was constructed after January 26, 1992 or has been upgraded since that same date. If an alarm in an existing facility is audible only, it need not be modified to include a visual alarm unless it is replaced or upgraded in the future.

34. **Determine** if fire alarm systems have been upgraded or replaced since 1992.
35. **Develop a plan** for the installation of aural and visual alarms in renovations.
36. **Retrofit construction that occurred since 1992** to include aural and visual alarms.



Publications and Online Information

The use of interactive park information on the District website is an important tool for residents and the District can now use it to communicate about accessibility. Incorporate the access work District staff completes and indicate in your amenity list the location of accessible features.

37. **Update print material parks and facilities** information to reflect District plans regarding access, and to note which sites are accessible or will be made accessible.
38. **Update website** information to reflect District plans regarding access, and to note which sites are accessible or will be made accessible.

People with disabilities rely on the information in District publications and the District website. Later in this report, we summarize our recommendations for making District assets that recur, such as playgrounds and sports fields, accessible.

Remembering that not necessarily every recurring asset must be accessible, we urge the Park District to use print and online materials to “brag” about what assets are accessible at which Wheaton Park District sites. The District has accomplished much and will accomplish even more in the years to come. Tell your community about those achievements through your print and online materials.

39. **Promote accessibility success stories** at District sites and programs, in both print and online materials.

Maintenance Buildings

Maintenance areas are addressed in specific site reports, and employee areas are addressed earlier in this report. We noted earlier that the District can apply a different standard to employee work areas, but employee work areas are not exempted from access requirements.

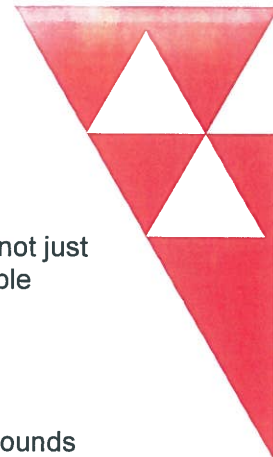
District maintenance staff should receive training about applying the **approach, enter, and exit** strategy so that they understand the reason for the various requirements.

40. **Train maintenance staff supervisors** in accessibility concepts that apply to the maintenance building.
41. **Implement recommendations regarding parking, accessible route, changes in level, gaps, doors, and alarm systems** at the maintenance areas.

For these sites, efforts must be made annually towards the correction of access deficiencies. This can be done through existing capital plans, or by following our recommendations in the site reports for specific retrofit work.

PROGRAM ACCESS TEST

The US DOJ test for existing facilities is known as the “program access test”. A “program” is an opportunity made available by the District. It can be as diverse as eating a sandwich at a picnic table in a park, enjoying a playground at a park, enjoying a walk at Northside Park, and



attending a Board of Commissioners meeting and making public comment. A program is not just an activity for which a person registers and pays a fee. Be sure to advertise your accessible amenities on your website and in printed materials.

Playgrounds

The **minimum required** of the District by title II of the ADA is that the “program” of playgrounds be accessible to residents. This is measured by the “program access test” described in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing playgrounds must be accessible. We recommend that at least one of every three be accessible.

Our evaluation included 42 playgrounds. Of these, 24 are accessible. **We recommend changes to the two brand-new playgrounds at Hoffman Park.**

Any playgrounds to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible. The Program Access Chart illustrates the areas where work is recommended so that every resident of the District is close to an accessible playground.

42. **Continue to maintain surfaces and components**, per the site reports, so that the playgrounds at the sites below **remain** accessible:

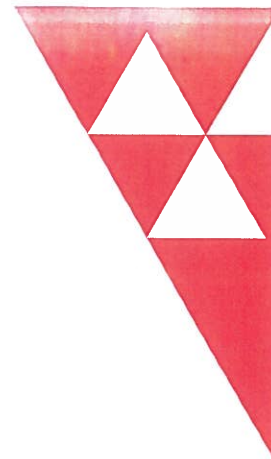
- **Atten Park (5-12)**
- **Briar Knoll Park (5-12)**
- **Briar Patch Park (2-5, 5-12)**
- **Brighton Park (2-5, 5-12)**
- **C.L. Herrick Park (2-5, 5-12)**
- **Danada South Park & Sensory Playground (2 of 5)**
- **Hull Park (2-5, 5-12)**
- **Kelly Park (2-5, 5-12)**
- **Northside (2-5, 5-12)**
- **Presidents Park (2-5)**
- **Scottdale Park (2-5)**
- **Seven Gables Park (2-5, both 5-12)**
- **Sunnyside Park**
- **Triangle Park (2-5, GLPC)**

43. **Make corrections** cited in the reports so the playgrounds below **become** accessible:

- **Hoffman Park (2-5, 5-12)**

44. **Leave as is** the playgrounds at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.

- **Atten Park (2-5)**
- **Briar Knoll Park (2-5)**
- **Danada South Park & Sensory Playground (3 of 5)**



- Graf Park (2-5, 5-12)
- Hawthorne Junction
- Hillside Tot Lot
- Lincoln Marsh Natural Area
- Prairie Path Park
- Presidents Park (5-12)
- Rathje Park
- Scottdale Park (5-12)
- Toohey Park
- W.W. Stevens Park

Trails

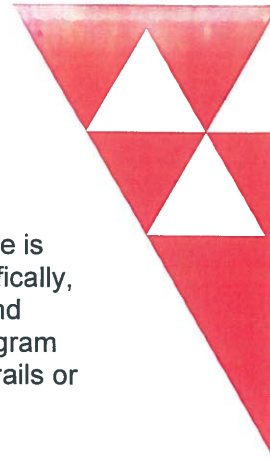
Prior to 2018, there was no **final and enforceable standard for trails**. The US Access Board offered significant guidance, but for many reasons, the US DOJ had not issued that guidance as a final and enforceable standard for the Park District and all other units of state and local government. Trails developed before 2018 and after 2018 often fail the requirements, because little guidance was available. We highlight some issues below.

Was there any Federal Guidance Regarding Trails? Yes. The US Access Board published the Architectural Barriers Act Accessibility Guidelines (ABAAS) in 2013 and ABAAS governed trails developed by federal agencies such as the Army Corps of Engineers, Forest Service, and National Park Service. As a smart practice, many park districts adhered to the ABAAS standards.

Did the Wheaton Park District develop a trail before late October, 2018? It is clear some District assets such as boating and fishing areas, and some assets likely found in a typical park such as playgrounds, sports fields, and sports courts are subject to the federal final and enforceable 2010 Standards for Accessible Design in each of the 50 states. In 2018 however, the federal government had not yet made a final and enforceable standard for viewing areas, trails, beaches, campsites, outdoor recreation access routes, and park furniture such as grills. Nor had the State of Illinois, until October 23 of that year.

Some States Have Acted! Like Illinois, some states tired of waiting for federal action and adopted guidance for those outdoor recreation assets into their state codes. This is important because a park asset in Illinois must adhere to the federal standard or state standard, whichever is more stringent. States that have so acted include Illinois and California, and Texas is expected to do the same in the coming years. New Jersey, Massachusetts, Colorado, and other states have adopted more stringent restroom, playground, or website requirements, affecting park assets in those states.

Remember New Construction Requirements! Alterations of existing trails and new trail construction must strictly adhere to the 2018 Illinois Accessibility Code requirements. An approach the Wheaton Park District could take to trails would be to sort those where work occurred after November 1, 2018 and make those a higher priority for retrofit.



What Alternatives Exist for Wheaton Park District? The outdoor asset guidance is final and enforceable for the District. See it at the [Illinois Accessibility Code](#), specifically, sections 247, 1017, and related to limitations on access, 1019. Newly designed and constructed trails must comply with IAC 2018. However, for existing trails, the program access test applies and options here include the design and construction of new trails or trail segments that will be accessible. Retrofits to existing trails is an option too.

What About Funder Requirements? We also note that some funders, such as the State of Illinois and the federal government, will require compliance with the Architectural Barriers Act and ABAAS. This “backdoor” access still requires a newly designed and constructed trail, when federal or state funds are in use, to meet ABAAS. Failing to follow funder requirements could result in loss of grants, repayment of earlier funds, and ineligibility for future federal or state funds.

Must the Wheaton Park District Retrofit Every Trail? No. In fact, instead of making retrofits as we suggest below, the alternative mentioned above, developing new trails that meet the access requirements, may be more viable. Many jurisdictions have used this approach. It saves the resources in a retrofit and applies those human and fiscal resources to new site development. This approach is specifically mentioned in the title II regulation at 35.150(b).

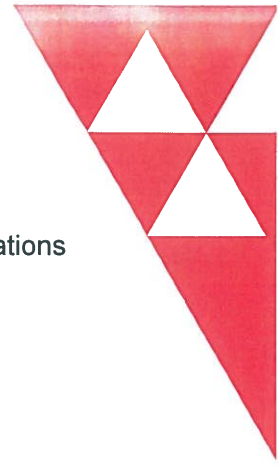
The **minimum required** of the District by title II of the ADA is that the “program” of trails be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing trails should be accessible. We recommend that a minimum of one trail of every three be accessible.

We saw 21 trails and the District intends 14 to be accessible. **We recommend no new access.** Any trails to be replaced in the future, or designed and built where one did not exist, must comply with the 2018 Illinois Accessibility Code and will therefore be accessible.

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible trail.

45. **Make corrections** cited in the reports so the trails below **remain** accessible:

- **Atten Park**
- **Briar Knoll Park**
- **Briar Patch Park**
- **Brighton Park**
- **Central Park**
- **Danada South Park & Sensory Playground**
- **Graf Park**
- **Hoffman Park**
- **Kelly Park**
- **Lincoln Marsh Natural Area (2 of 6)**
- **Northside Park (1 of 2)**
- **Seven Gables Park**
- **Toohey Preschool & Safety City**



46. **Leave as is** the trails at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.

- **Dorset Park**
- **Firefighters Park**
- **Lincoln Marsh Natural Area (4 of 6)**
- **Northside Park (1 of 2)**

Tennis and Pickleball

The **minimum required** of the District by title II of the ADA is that the “programs” of tennis and pickleball be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing courts should be accessible. We recommend that at least one of every three be accessible. There are 20 courts and seven are accessible. **We recommend changes to seven tennis courts and two pickleball courts.**

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible court.

47. **Make corrections** cited in report so the courts at the site below **remain** accessible:

- **Briar Patch Park - Tennis (2)**
- **Central Park - Pickleball (3 of 6)**
- **Northside Park - Tennis (2)**

48. **Make corrections** cited in the reports so the courts below **become** accessible:

- **Atten Park - Tennis (4) and Pickleball (2)**
- **Seven Gables Park - Tennis (3)**

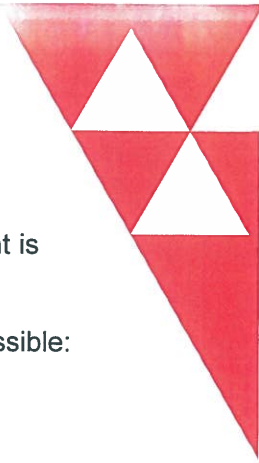
49. **Leave as is** the courts at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.

- **Central Park - Pickleball (3 of 6)**
- **Hurley Gardens - Tennis**

Basketball

The **minimum required** of the District by title II of the ADA is that the “program” of basketball be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing basketball courts should be accessible. We recommend that a minimum of one basketball court of every three be accessible. We saw seven basketball courts and all seven are accessible. **We recommend no new access.**



The Program Access Chart illustrates areas where work is recommended so every resident is close to an accessible court.

50. **Make corrections** cited in the reports so the basketball courts below **remain** accessible:

- **Atten Park**
- **Kelly Park**
- **Northside Park (2)**
- **Presidents Park**
- **Seven Gables Park (2)**

Ball Fields

The **minimum required** of the District by title II of the ADA is that the “program” of ball fields be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing ball fields should be accessible. We recommend that a minimum of one field of every three be accessible.

We saw 32 ball fields and **three are accessible**. **We recommend access to eight more ball fields**. Any ball fields to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible.

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible ball field.

51. **Make corrections** cited in the reports so the ball fields below **remain** accessible:

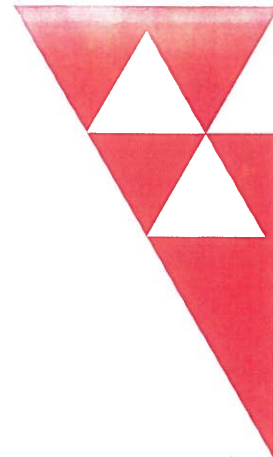
- **Graf Park (1 of 3)**
- **Scottdale Park (2 of 3)**

52. **Make corrections** cited in the reports so the ball fields below **become** accessible:

- **Atten Park (3 of 6)**
- **Briar Patch Park (2 of 4)**
- **Graf Park (1 of 3)**
- **Northside Park (1 of 2)**
- **Seven Gables Park (1 of 2)**

53. **Leave as is** the ball fields at the following sites:

- **Atten Park (3 of 6)**
- **Briar Patch Park (2 of 4)**
- **Central Park (3)**
- **Graf Park (1 of 3)**
- **Hoffman Park**
- **Jefferson Park**
- **Kelly Park (3)**



- Lucent Fields (2)
- Northside Park (1 of 2)
- Presidents Park
- Rathje Park
- Scottdale Park (1 of 3)
- Seven Gables Park (1 of 2)

Rectangular Fields

The **minimum required** of the District by title II of the ADA is that the “program” of rectangular athletic fields be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing athletic fields should be accessible. We recommend that a minimum of one athletic field of every three be accessible.

We saw 37 fields and **two are accessible. We recommend access to 10 additional rectangular fields.** Any rectangular fields to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible.

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible field.

54. **Make corrections** cited in the reports so the fields below **remain** accessible:

- Graf Park (1 of 2 football)
- Hull Park (open field)

55. **Make corrections** cited in the reports so the fields below **become** accessible:

- American Legion (Soccer)
- Kelly Park (soccer)
- Seven Gables Park (8 of 19 soccer)

56. **Leave as is** the fields at the following sites:

- Atten Park (football)
- Briar Knoll Park (soccer)
- Briar Patch Park (soccer)
- Brighton Park (2 soccer)
- Central Park (2 soccer)
- Graf Park (1 of 2 football, 3 soccer)
- Hoffman Park (soccer)
- Presidents Park (soccer)
- Scottdale Park (soccer)
- Seven Gables Park (11 of 19 soccer)



Picnic Areas and Picnic Shelters

The **minimum required** of the District by title II of the ADA is that the “program” of picnicking be accessible to residents. This is measured by the “program access test” described in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing picnic areas or picnic shelters should be accessible.

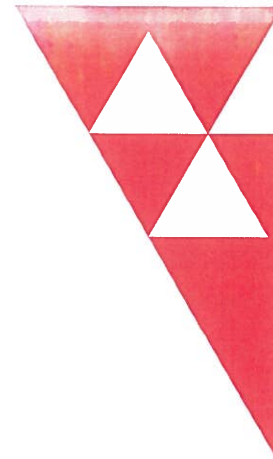
There are 34 picnic areas or shelters and 11 are accessible. **We recommend access to 10 more picnic areas and shelters.** Any picnic areas or picnic shelters to be replaced in the future, or designed and built where one did not exist, must comply with the 2018 Illinois Accessibility Code and will therefore be accessible.

The Program Access Chart at the end of this section illustrates the areas where work is recommended so that every resident of the District is close to an accessible picnic area or picnic shelter.

57. **Make corrections** needed to **maintain access**, including adding accessible picnic tables, to picnic areas and picnic shelters at:
 - **Atten Park**
 - **Briar patch Park (shelter)**
 - **Graf Park (shelter, picnic area)**
 - **Kelly Park (shelter)**
 - **Lincoln Marsh Natural Area (1 of 2 shelters)**
 - **Northside Park (shelter)**
 - **Scottdale Park (shelter)**
 - **Seven Gables Park (1 of 3)**
 - **Sunnyside Park**
 - **Triangle Park**

58. **Make corrections** cited in the reports so the picnic shelters and picnic areas below **become** accessible:
 - **Briar Patch Park (2 picnic areas)**
 - **Danada South Park & Sensory Playground (picnic area)**
 - **Hull Park**
 - **Lincoln Marsh Natural Area (1 of 2 shelters)**
 - **Memorial Park (picnic area)**
 - **Northside Park (2 picnic areas)**
 - **Rathje Park (picnic area)**
 - **Toohey Park**

59. **Leave as is** the picnic areas and picnic shelters at the following sites, until next altered:
 - **C.L. Herrick Park**
 - **Danada South Park & Sensory Playground (shelter)**
 - **Hawthorne Junction**
 - **Hoffman Park**



- Hurley Gardens
- Kelly Park (picnic area)
- Lincoln Marsh Natural Area (picnic area)
- Prairie Path Park
- Rotary Park (picnic area)
- Scottdale Park (picnic area)
- Seven Gables Park (2 of 3)
- W.W. Stevens Park

Park Fitness Amenities

The **minimum required** of the District by title II of the ADA is that the “program” of fitness areas be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35). For similar multiple sites, no guidance is given as to how many existing fitness areas should be accessible. We recommend that a minimum of one fitness area of every three be accessible.

We saw four fitness areas and two are accessible. **We recommend no new access.** Any fitness areas to be replaced in the future, or designed and built where one did not exist, must comply with the 2010 Standards and will therefore be accessible.

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible fitness area.

60. **Make corrections** cited in the reports so the fitness areas below **remain** accessible:

- Danada South Park & Sensory Playground
- Northside Park (1 of 2)

61. **Leave as is** the fitness areas at the following sites:

- Northside Park (1 of 2)
- Seven Gables Park

Fishing Areas

The **minimum required** of the District by title II of the ADA is that the “program” of fishing be accessible to residents. This is measured by the “program access test” found in section 35.150 of the title II regulation (see 28 CFR Part 35).

For similar multiple sites, no guidance is given as to how many existing water access amenities should be accessible. We recommend that at least one of every three be accessible.

There are 11 fishing areas and **none of them are accessible.** **We recommend changes to four fishing areas.**

The Program Access Chart illustrates the areas where work is recommended so that every resident is close to an accessible fishing area.



62. **Make corrections** cited in the reports so the fishing areas below **become** accessible:

- **Lincoln Marsh Natural Area**
- **Northside Park (2 of 7)**
- **Seven Gables Park**

63. **Leave as is** the water access amenities at the parks named below, and if future alterations or renovations occur at those sites, make them accessible.

- **Elliot Lake**
- **Northside Park (5 of 7)**
- **Rathje Park**

TRANSITION PLAN

The District must have a transition plan per 35.150(d) of the DOJ title II regulation. The plan should identify the barrier, the corrective work, the date by which the work will occur (in our reports, the Phase), and the person responsible for barrier removal. This Plan does so for the Wheaton Park District.

The District should remove barriers as soon as possible. Phasing the work to be done allows access to occur and makes the best use of the resources of Wheaton Park District. We recognize that each phase requires a different number of years for implementation. The District should determine the annual activity within its fiscal years.

We recommend work in three phases. We also note work we believe need *not* occur in a category titled District Option. Should District plans change, or should other resources become available, the corrective work needed at these sites is known. Finally, we do recommend some work occur as a smart practice.

We have made cost **references for planning purposes** for the corrective work recommended. We note that these are not estimates and should be used only for planning purposes. The final design, the year in which the work will occur, the relationship with the contractor, and many other factors must be considered before a cost estimate is made.

Our total of all cost references is \$19,207,178.04. We believe the work in Phase One, Two, and Three can be accomplished in twelve fiscal years. We have balanced work through all three phases, and the District can certainly choose to reorder those recommendations. We describe our phasing below.

- In Phase One, we recommend work in two categories: easy to do with existing staff and fiscal resources (low-hanging fruit), and work sites that is not compliant that is covered in older accessibility standards (such as parking and restrooms). We suggest that completion of this phase requires five fiscal years. Cost references for Phase One are \$6,569,509.54.
- In Phase Two, we recommend work in areas that are new to the 2010 Standards. This typically includes sports fields and courts, playground surfaces, playground components, and other park assets. We suggest that completion of this phase requires two fiscal years. Cost references for Phase Two are \$2,672,781.40.



- In Phase Three, we recommend work in three categories: employee spaces, elements where correction is complex or costly, and areas that are new to the 2018 Illinois Accessibility Code. We suggest that completion of this phase requires five fiscal years. Cost references for Phase Three are \$7,641,822.50.
- We do phase some work as District Option. This is costly work at a site or element with access deficits where we believe the District can meet the program access test and defer plans to make these sites accessible, until and unless the District later alters these for another purpose. Cost references for District Option are \$2,191,219.60.
- We identify corrections that are not currently subject to standards, but we refer to as “smart practices”. These corrections, we believe, make your services and assets more accessible and usable by individuals with disabilities. Smart practices cost references are \$131,845.00.

COMMUNITY ENGAGEMENT

The ADA does require the District to provide an opportunity for public feedback in the shaping of transition plan priorities. Two in-person public feedback sessions were held on September 5, 2024 at the Community Center and a survey was made available from August 5, 2024 through October 10, 2024.

Attendees thanked the Park District for the commitment to access. Some also offered suggestions that would make District sites more usable. These included ensuring exterior doors can open with a low pounds of force, using fences at playgrounds, adding adult-sized changing tables in restrooms, replacing soap bar dishes with soap dispensers, maintaining wet tiles to reduce slippage in locker rooms, using power door openers more often, creating sensory safe events, and others.

A separate report summarizing the survey results was provided. The preferences helped shape our approach to prioritizing retrofits and we recommended no change to this approach.

FUNDING ACCESS RETROFITS

We have developed this section to discuss some of the potential funding sources other Park Districts and local governments have used for accessibility compliance. This is a primer on this topic and is not intended as a comprehensive list.

No Dedicated Federal Source

There is no dedicated source of federal funds for accessibility renovations to existing sites. This will not likely change in the future. Even if a change occurred, federal funding is unpredictable, as we have seen from other federal programs.

Earmarks

Some of our clients have pursued Congressional earmarks for access work. Earmarks are unpopular, and difficult to obtain. While Congressional earmarks were not used for a decade or more, both political parties now support the use of earmarks. This is an opportunity for the District.



Community Development Block Grant Funds

Several of our clients have acquired federal Community Development Block Grant (CDBG) funds for accessibility renovations at existing sites. CDBG funds often have a scale of priority. It is important to establish accessibility as a priority for CDBG applications.

Federal Funds

Many jurisdictions received Infrastructure or Covid relief funds. Several of our clients used those funds for ADA issues. Those ranged from transition plan consultation to the acquisition of adaptive equipment to making retrofits to remove barriers at existing sites. While the likelihood of additional federal funds is unpredictable, should those be released again the District should consider ADA compliance as an appropriate use.

State Grants Programs

Several states, and several of our clients, have successfully pursued state legislation to set aside dedicated state funds that can be used for specific park purposes, including access retrofits. To name a few, Illinois, New Jersey, Colorado, Ohio, Florida, and Texas all have sources of revenue funded in various ways, such as a real estate transfer tax. While the various states have all at times not fully funded these grant programs, they remain an effective tool regarding site acquisition and development.

State Discretionary Funds

Most state legislatures provide some discretionary funding for legislators. In some states, these are relatively small grants of under \$50,000. In others they may be as high as \$500,000. These can be a viable option for a park district with good relationships with state legislators.

Private Giving

Some of our clients have successfully sought private gifts for accessibility purposes. The private giving area is subject to fluctuations depending on the economy, political issues, and related fiscal impacts. In our experience, private giving works best when an agency has an employee dedicated to this purpose.

Corporate Giving

Some of our clients have successfully sought grants from corporations. These may, for corporate purposes, come from marketing (such as naming rights to a facility) or from community giving. Also, many corporations have a related foundation that manages corporate giving. In our experience, corporate giving works best when an agency has an employee dedicated to this purpose.

The 5-8 Levy

The Park District, as a Western DuPage Special Recreation Association (WDSRA) partner, can levy up to 4 cents per \$100 of Equalized Assessed Valuation. These fiscal resources are exempt from the aggregate in the Property Tax Extension Limitation Law (PTELL) and have



been since 2003. These resources can be used to fund WDSRA staff and activities, supports for inclusive recreation, and access improvements to Park District infrastructure. This collaborative model works very well and has existed in Illinois since 1969. It is unfortunate that no other state has adopted such an effective and cost-efficient approach to serving people with disabilities.

Community Foundations and Other Foundations

Community foundations, which operate on a regional basis, have also been involved in accessibility giving. Perhaps the greatest example here is the multi-million dollar Kellogg Foundation project that improved accessibility in Michigan, Ohio, Indiana, Illinois, and other states that bordered the Kellogg headquarters in Michigan.

Other Methods

There are other methods used by communities to fund access. These include:

- A New Jersey community takes 100% of accessible parking fines and applies those towards recreation for people with disabilities.
- Many jurisdictions have added a small surcharge (\$10) to every program registration, earmarking the fees generated for access and inclusion expenses.
- Several communities have successfully sought budget increases to address accessibility backlogs, just as they have with maintenance backlogs. Those increases may be general fund allocations, proceeds from successful referenda, or reallocations of under-expended funds originally budgeted for other local government purposes.

Risk Management

Investing in safety saves money by avoiding legal expenses related to injuries on Park District properties. The same concept applies here. Investing in retrofits saves the District the cost of staff time and attorneys to defend against ADA lawsuits or administrative complaints.

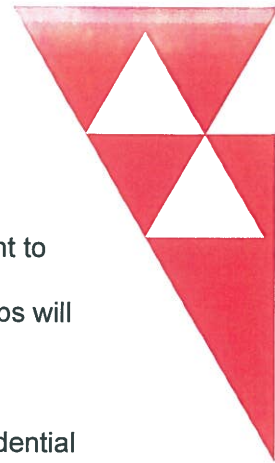
While we do not believe a decision about access should hinge solely on risk management factors, we recommend that Wheaton Park District be aware of this factor going forward. ADA enforcement continues to grow and touch more and more communities. Relief under the ADA is intended to be injunctive in nature, but the time consumed and cost of litigation can be a great drain on human and fiscal resources.

The General Fund

Another method is to fund retrofits through the General Fund, Corporate Fund, or CIP. Some of the methods discussed earlier in this section help to reduce General Fund reliance. These typically are not a substitute for General Fund support.

IMPLEMENTATION STRATEGIES

Title II of the ADA is relatively straightforward. That said, we offer some suggestions below regarding implementation of the several mandates in the regulation.



1. **Maintain a strong relationship with disability advocacy groups.** Make it a point to seek out and work with local advocacy groups, and seek their feedback on future initiatives. Having a good relationship between the District and the advocacy groups will help greatly in meeting the ADA mandates and improving the quality of life for all, including those with disabilities.
2. **Maintain the Certified ADA Coordinator credential.** There is no nationwide credential required for ADA implementation. However, a Certified ADA Coordinator will benefit the District, keeping it current on implementation strategies and smart practices from other local entities in the United States.
3. **Identify available sign language interpreters and enter into agreements** before situations arise where the District needs such services. Negotiate rates, availability, environments where the work will occur, and so forth.
4. One of the title II requirements for communications produced by the District **requires the District to respond to inquiries in the form by which the person inquired.** We also believe that this is the courteous way to respond. Here, if an inquiry to the District comes in the form of a Braille document, the response from the District should also be in Braille.

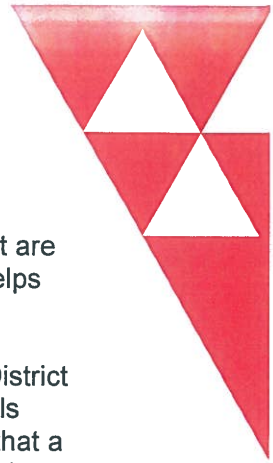
We recommend the District either locate the nearest Braille printer and enter into an arrangement for use, or simply acquire one and have employees learn how to use it. For a review of this topic by the American Foundation for the Blind, visit [this site](#).

5. **Acquire assistive listening systems.** There are three principal types: inductive loop systems, infrared systems, and FM systems. These devices are helpful for persons with some residual hearing. These devices separate speech from ambient noise and amplify speech. People who are deaf or hard of hearing may prefer, for various reasons, one type of device. The National Association of the Deaf has a brief review of the topic [here](#).
6. **Implement the recently issued website accessibility regulation.** The DOJ issued a final rule on website accessibility on April 24, 2024. Guidance is [here](#). We urge the District to implement this rule.
7. **Develop an ongoing series of disability training for employees.** Every day, new products appear on the market, agencies issue new enforcement decisions, and local entities develop and refine strategies for inclusion and access. Keep current on these developments and share this news with District staff.
8. **Maintain the relationship with WDSRA and the WDSRA communities.** The collaboration that is at the heart of WDSRA has existed since 1976. Are there other ways to collaborate? Can the WDSRA agencies share concrete grinders? Training resources? Program innovations?

CONCLUSION

The Wheaton Park District has a variety of facilities and sites. The Commissioner's vision and commitment have carved out an accessible and inclusive path, and the skilled staff carries out that vision. The District operates facilities and sites the community wants and enjoys. This report

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identifies some issues that are typical in parks and recreation infrastructure and some that are unique to the District. The District takes steps towards accessibility every year and that helps greatly. That said, access work should occur every year during the transition plan.

While no one can say with certainty how long the District can stretch these projects, the District should make access retrofits an ongoing part of its annual plans and budgets. DOJ officials have said the District must complete work as soon as possible. Be certain to understand that a complaint could force the District to accelerate its pace. Making accessibility projects a high priority is a show of good faith by the District.

Submitted by:

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