



# Wheaton Park District

## PUBLIC NOTICE

**Wheaton Park District Board of Commissioners  
SUBCOMMITTEE MEETING  
Wednesday November 6, 2024.  
DuPage County Historical Museum  
102 E. Wesley Street, Wheaton, IL 60187**

**Meeting Time: Immediately following the 5:00 pm Local Government Efficiency  
Committee Meeting**

**Public Notice Date November 4, 2024**

**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 immediately following the 5:00 pm Local Government Efficiency Committee Meeting on Wednesday November 6, 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](mailto:mbernard@wheatonparks.org)**

Michael J. Benard  
Secretary

**The Agenda for the November 6, 2024, Subcommittee Meeting is as Follows:**

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



# Wheaton Park District

## Subcommittee Meeting of the Wheaton Park District Board of Commissioners November 6, 2024, 5:00 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

#### Finance and Administration

1. **Insurance Renewal for 2025 / Health, Dental, Vision, Group Term Life and EAP –**  
Review of insurance rates for 2025
2. **Health Insurance / Employee Contribution Rates for 2025 –** Review of proposed  
employee contribution rates for 2025
3. **Notice of Public Hearing Concerning the Intent of the Board of Commissioners of  
the Wheaton Park District, DuPage County Illinois, to Adopt a Budget and  
Appropriation Ordinance for the Period Beginning January 1, 2025 and Ending  
December 31, 2025 –** Review of Public Notice and Draft Ordinance No. 2025-09

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4. **Disposal and Sale of Personal Property Owned by the Wheaton Park District** – Review of Ordinance 2024-12
5. **Annual Meeting of the Illinois Association of Park Districts 1/25/25** – Review of Credentials Certificate and Identification of Delegate
6. **2025 Fee Proposal Rice Pool / Waterpark and Northside Pool** – Review of 2025 Proposed Rates for Season Passes, Daily Rates and Coupon Books
7. **Cosley Zoo Fees** – Review of Proposed Changes to Non - Resident Zoo Access Fees
8. **Cosley Zoo Age Designations** – Review of Proposed Changes to Cosley Zoo Access Age Designations
9. **Cosley Zoo Fall Carnival Rides** – Review of JBR Fundways payment of \$44,415.60

## Buildings and Grounds

1. **Community Center Renovation Project Phase II** – Review of Change Order No. 6
2. **Wheaton Sanitary District Northside Park Interceptor Project** – Review of Release of Easement Agreement, Amendment to License Agreement and Refund of Fees Paid by Sanitary District for Tree Removal
3. **Blanchard Building Parking Lot Renovation Project** – Review of a Professional Services Proposal for Design Services from Wight Engineering
4. **Asphalt Repair Projects** – Review of Change order from Chicagoland Paving
5. **Portable Restroom Rental** – Review of Bid Results
6. **Cosley Zoo Staff and Overflow Parking Area Project** – Review of Quotes for Geotechnical Services
7. **Community Center Parking Lot Renovation Project** – Review of Pedestrian Access Proposal

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## **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**

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TO: Board of Commissioners

FROM: Matthew Jay, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE: **Insurance Renewal for 2025 (Health, Dental, Vision, Group Term Life and EAP)**

DATE: November 6, 2024

**SUMMARY:**

In 2018, the Board approved CFM Insurance, Inc. as the District’s insurance broker. The following information is the result of CFM’s work on our behalf. The District offers a rich medical benefit HMO and PPO with a plan design below:

	HMO MIBAH2020	PPO MIBPP2020
<b>Network</b>	<b>Blue Advantage HMO</b>	<b>PPO</b>
<b>Deductible (Ind/Fam)</b>	None	\$500 / \$1,500
<b>Coinsurance (BCBS pays after Deductible)</b>	100%	90%
<b>Out-of-Pocket Max</b>	\$1,500 / \$3,000	\$1,500 / \$4,500
<b>Preventative</b>	No Charge	No Charge
<b>Office Visit (Primary/Specialist)</b>	\$20 / \$40	\$20 / \$40
<b>Urgent Care</b>	\$20 / \$40	10% coinsurance
<b>Emergency Room</b>	\$250	\$150
<b>Inpatient Hospital</b>	In-network, referral required	10% coinsurance, after Deductible
<b>Outpatient Hospital</b>	In-network, referral required	10% coinsurance, after Deductible
<b>Prescription Drugs</b>	\$0 / \$10 / \$50 / \$100 / \$150 / \$250	\$0 / \$10 / \$50 / \$100 / \$150 / \$250 \$10 / \$20 / \$70 / \$120 / \$150 / \$250

Health Insurance History

- 2019: The District engaged United Healthcare at a cost savings of \$452,489 over our prior carrier through the PDRMA Health Insurance Pool.
- 2020: The Board approved Blue Cross Blue Shield (BCBS) as our health insurance provider for the 2020 plan year. We had the option to select a 2020 rate at a slightly lower cost or a guaranteed 24-month rate at a slightly higher cost for plan years 2020 and 2021 and approved bundling the ancillary insurances (dental, vision, and group term life) for an additional 1% discount on the health insurance premiums with an approximate savings of \$12,685 for 2020. The 1% discount bundle was also available in 2021.
- 2021: Although the District was in a rate guarantee, BCBS lowered the rate by 5.4% causing an additional savings of \$68,350.
- 2022: The District had an overall increase of 17.37% in 2022 after the bundle discount (medical, dental, vision, and life) and communication credits.
- 2023: The District received an overall increase of 15.63% after the bundle discount (medical, dental, vision, and life).

- 2024: The District received an overall increase of 14.4% on medical and 5% on dental after the bundle discount (medical, dental, vision, and life) and a \$40,000 credit.
- 2025: The District received an overall increase of 7.7% on medical **after** the bundle discount (medical, dental, vision, and life). In addition, the District will receive a \$25,000 admin. credit that will appear as a credit on the group's billing statement after the finalization of the 2025 renewal, dropping the overall cost increase down to 6.4% when factored in.

## 2025 Health and Ancillary Coverages

### Health

The Medical coverage is through BCBS of Illinois. The District initially received a renewal increase of 16.8% but our broker went back and negotiated BCBS down to 7.7% increase, which includes a 6.8% rate negotiation and a 2% bundled discount (medical, dental, vision, and life). We recommend that the HMO and PPO deductibles, copays, out-of-pocket costs, and coverage remain the same for the 2025 plan year. In addition a \$25,000 admin credit was negotiated as well.

### Dental

The Dental coverage is through BCBS of Illinois and did not receive an increase in 2025. We recommend all deductibles, copays, out-of-pocket costs, and coverage remain the same for 2025.

### Vision

The vision coverage is through Dearborn National, an affiliate of BCBS. We recommend all deductibles, copays, out-of-pocket costs remain the same for 2025. There was no increase to the vision rates and Dearborn will hold the rates through the 2025 plan year.

### Group Term Life & AD&D

Group term life insurance and Accidental Death and Dismemberment are also through Dearborn National at combined total of .20¢ per \$1000. Rates have been the same since 2022 and Dearborn will hold the rates through the 2025 plan year.

### Voluntary Life Insurance

Voluntary life insurance is through Dearborn National, and rates will remain the same for 2025. Rates have been the same since 2022. This insurance is paid by the employee through payroll deduction.

### Employee Assistance Program

The employee assistance program through ComPsych at a rate of \$1.28 per employee per month and will remain the same for 2025. These rates have been the same since 2021. Coverage is available to full-time and part-time employees.

### Total Percentage Increase

The total percentage increase for all lines of coverage is 6.40%.

## FINANCIAL CONSIDERATIONS:

Using our October 2024 census, the estimated cost of coverage for health, dental, vision, group term life, and the employee assistance program are as follows (*Note increase in covered employee count from 2024 to 2025*):

2025 BCBS Health Premiums							
	# of EEs	2024 Monthly Cost per EE	2024 Total Annual Cost	# of EEs	2025 Monthly Cost per EE	2025 Total Annual Cost	Increase in Premium
PPO: Single	20	\$860.33	\$206,479.20	21	\$951.12	\$239,682.24	\$33,203.04
PPO: Single + Spouse	5	\$1,818.28	\$109,096.80	5	\$2,006.53	\$120,391.80	\$11,295.00
PPO: Single + Child(ren)	2	\$1,718.60	\$41,246.40	2	\$1,870.86	\$44,900.64	\$3,654.24
PPO: Family	12	\$2,676.54	\$385,421.76	15	\$2,926.27	\$526,728.60	\$141,306.84
HMO: Single	17	\$656.29	\$133,833.16	18	\$703.16	\$151,882.56	\$18,049.40
HMO: Single + Spouse	7	\$1,387.06	\$116,513.04	5	\$1,483.43	\$89,005.80	(\$27,507.24)
HMO: Single + Child(ren)	7	\$1,311.01	\$110,124.84	6	\$1,383.13	\$99,585.36	(\$10,539.48)
HMO: Family	30	\$2,041.78	\$735,040.80	31	\$2,163.40	\$804,784.80	\$69,744.00
Waive Coverage	5			9			
<b>TOTAL</b>	<b>105</b>		<b>1,837,756.00</b>	<b>112</b>		<b>2,076,961.80</b>	<b>\$239,205.80</b>

2024 BCBS Dental Insurance Premiums							
Tier Level	# of EEs	2024 Monthly Cost Per EE	2024 Total Annual Cost	# of EEs	2025 Monthly Cost Per EE	2025 Total Annual Cost	Increase in Premium
Single	37	\$43.84	\$19,464.96	39	\$43.84	\$20,517.12	\$0
Single + Spouse	13	\$88.67	\$13,832.52	12	\$88.67	\$12,768.48	\$0
Single + Child(ren)	9	\$113.36	\$12,242.88	8	\$113.36	\$10,882.56	\$0
Family	46	\$171.08	\$94,436.16	48	\$171.08	\$98,542.08	\$0
Waive Coverage				5			
<b>TOTAL</b>	<b>105</b>		<b>\$139,976.52</b>	<b>107</b>		<b>\$142,710.24</b>	<b>\$0</b>

2025 BCBS Vision Insurance Premiums							
Tier Level	# of EEs	2024 Monthly Cost Per EE	2024 Total Annual Cost	# of EEs	2025 Monthly Cost Per EE	2025 Total Annual Cost	Increase in Premium
Single	32	\$6.67	\$2,561.28	43	\$6.67	\$3,441.72	\$0.00
Single + Spouse	17	\$12.65	\$2,580.60	10	\$12.65	\$1,518.00	\$0.00
Single + Child(ren)	9	\$13.32	\$1,438.56	10	\$13.32	\$1,598.40	\$0.00
Family	40	\$19.59	\$9,403.20	35	\$19.59	\$8,227.80	\$0.00
Waive Coverage	7			14			
<b>TOTAL</b>	<b>105</b>		<b>\$15,983.64</b>	<b>112</b>		<b>\$14,785.92</b>	<b>\$0.00</b>

2025 Dearborn National Group Term Life/ AD&D Premiums			
Volume of Coverage	Cost per \$1,000	Monthly Cost	Annual Cost
\$10,023,000	.20¢	\$2,004.60	\$24,055.20

## ALTERNATIVES:

We asked our broker to shop our group with other carriers.

- Aetna declined to quote because they were not competitive.
- UHC came in at 3.8% higher than the 2024 plan rates.
- Cigna has not responded to rate requests.

## RECOMMENDATION:

Staff recommends renewing with the current BCBS HMO and the new PPO health plans, BCBS Dental PPO plan, Dearborn National Vision, Group Term Life and AD&D, and Voluntary Life insurance coverages, and the ComPsych employee assistance program.

The combined annual cost of all lines of coverage is estimated to be **\$2,258,513.16** (not including employee contributions toward health care and vision) for the 2025 plan year.

Our broker has negotiated an -6.8% reduction in the rates, which brought the overall medical increase down from 16.8% to 7.7% (after the rate concession and the -2% bundled discount).

Accept the \$25,000 Admin Credit.

## HEALTH INSURANCE COMPARISON:

Below is a comparison of our 2025 health premiums to the cost of PDRMA's 2019 health insurance rates. Using PDRMA's current 2025 rates we are saving **(\$324,105.12)** for the 2025 plan year with BCBS, not including the \$25,000 credit the Park District will receive in 2025. This is a savings of 15.6% from the 2025 PDRMA rates.

	2025 BCBS Health Insurance Premiums			2025 PDRMA Premiums			Price Difference
	# of EEs	2025 Monthly Cost per EE	Total Annual Cost	# of EEs	2025 Monthly Cost per EE	Total Annual Cost	
PPO: Single	21	\$951.12	\$239,682.24	21	\$1,121.96	\$282,733.92	(\$43,051.68)
PPO: Single + Spouse	5	\$2,006.53	\$120,391.80	5	\$2,300.00	\$138,000.00	(\$17,608.20)
PPO: Single + Child(ren)	2	\$1,870.86	\$44,900.64	2	\$2,199.03	\$52,776.72	(\$7,876.08)
PPO: Family	15	\$2,926.27	\$526,728.60	15	\$3,365.87	\$605,856.60	(\$79,128.00)
HMO: Single	18	\$703.16	\$151,882.56	18	\$828.07	\$178,863.12	(\$26,980.56)
HMO: Single + Spouse	5	\$1,483.43	\$89,005.80	5	\$1,697.55	\$101,853.00	(\$12,847.20)
HMO: Single + Child(ren)	6	\$1,383.13	\$99,585.36	6	\$1,623.02	\$116,857.44	(\$17,272.08)
HMO: Family	31	\$2,163.40	\$804,784.80	31	\$2,484.21	\$924,126.12	(\$119,341.32)
Waive Coverage	9			9			
<b>TOTAL</b>	<b>112</b>		<b>2,076,951.80</b>	<b>112</b>		<b>\$2,401,066.92</b>	<b>(\$324,105.12)</b>





TO: Board of Commissioners

FROM: Matthew Jay, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE: **Employee Contributions to Insurance Costs for 2025**

DATE: November 6, 2024

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**SUMMARY & PREVIOUS BOARD ACTION:**

In 2019, the Board approved employee contributions to the cost of health insurance at a level of 15% of the PPO premium and 5% of the HMO premium. For 2020 and 2021, the Board chose to keep the same dollar amounts charged in 2019 for the employees' share of the premium. In 2022, the Board chose to return to the percentage contribution cost model of 15% for the PPO and 5% for the HMO. From 2022 - 2024, the Board chose to keep the same percentage amounts.

In October or November of each year, the Park Board determines employee contributions to the cost of insurance coverage for the subsequent year.

### REVIEW OF PRIOR CONTRIBUTION RATE METHODS

Over the years, we have used a variety of methods to determine employee contribution levels. Employees have paid a percent of their salary, a flat dollar amount, and a percent of the premium as shown below:

Health Insurance Premiums Percentage of Salary by Year and Dollar Amounts by Year				
Year	Employee Only	Employee + 1	Family	Comments
2008	0.75	1.00	1.25	EE pays a percent of salary
2009	1.25	1.50	1.75	EE pays a percent of salary
2010	1.25	1.50	1.75	EE pays a percent of salary
2011	1.25	1.50	1.75	EE pays a percent of salary
2012	1.25	1.50	1.75	EE pays a percent of salary
2013	1.25	1.50	1.75	EE pays a percent of salary

	PPO			HMO			Comments
	Employee Only	Employee + 1	Family	Employee Only	Employee + 1	Family	
2014	\$2000/\$76.92	\$2500/\$96.15	\$3000/\$115.38	\$500/\$19.23	\$750/\$28.85	\$1000/38.46	Annual Amounts/Per Pay
2015	\$2000/\$76.92	\$2500/\$96.15	\$3000/\$115.38	\$500/\$19.23	\$750/\$28.85	\$1000/38.46	Annual Amounts/Per Pay
2016	\$2080/\$80.00	\$2600/\$100.00	\$3120/\$120.00	\$520/\$20.00	\$780/\$30.00	\$1040/\$40	Annual Amounts/Per Pay
2017	\$2080/\$80.00	\$2600/\$100.00	\$3120/\$120.00	\$520/\$20.00	\$780/\$30.00	\$1040/\$40	Annual Amounts/Per Pay
2018	\$2080/\$80.00	\$2600/\$100.00	\$3120/\$120.00	\$520/\$20.00	\$780/\$30.00	\$1040/\$40	Annual Amounts/Per Pay

### Employee Portion of Premium is a Fixed Percent of the Premium (Per Month/Year)

Year	PPO				HMO			
	Single	Employee & Spouse	Employee & Child(ren)	Family	Single	Employee & Spouse	Employee & Child(ren)	Family
2019	\$ 110.66/\$1,320.77	\$ 206.92/\$2,483.01	\$147.96/\$1,763.51	\$294.55/\$3534.59	\$27.26/\$327.11	\$51.25/\$614.96	\$36.40/\$436.77	\$73.00/\$875.95
2020	\$ 110.66	\$ 206.92	\$ 147.96	\$ 294.55	\$ 27.26	\$ 51.25	\$ 36.40	\$ 72.95
2021	\$ 110.66	\$ 206.92	\$ 147.96	\$ 294.55	\$ 27.26	\$ 51.25	\$ 36.40	\$ 72.95
2022	\$ 97.64	\$ 207.58	\$ 201.04	\$ 310.98	\$ 24.23	\$ 51.52	\$ 49.90	\$ 77.18
2023	\$ 114.89	\$ 238.88	\$ 225.70	\$ 349.69	\$ 29.17	\$ 60.65	\$ 57.31	\$ 88.79
2024	\$131.68	\$ 278.31	\$ 263.05	\$ 409.68	\$ 33.48	\$ 70.77	\$ 66.89	\$ 104.17
2025*	\$142.67	\$ 300.98	\$ 280.63	\$ 438.94	\$ 35.16	\$ 74.17	\$ 69.16	\$ 108.17

\*Rates include rate relief and the 2% bundled discount.

The italicized row are the new employee rates if the board accepts the proposed contributions.

**REVIEW OF PROPOSED EMPLOYEE CONTRIBUTION TOTALS**

In 2025, it is recommended that employees contribute approximately **\$197,019.48** in health insurance premium contributions which would keep the percentages at 15% for the PPO and 5% for the HMO.

Total health insurance costs will be approximately **\$2,076,961.80**.

<b>2025 Employee Contributions of Health Coverage</b>				
Tier Level	EE Count	EE Monthly Premium %	EE Monthly Premium	Annual EE Contributions
PPO Single	21	15%	\$142.67	\$35,952.84
PPO Single + Spouse	5	15%	\$300.98	\$18,058.80
PPO Single + Child(ren)	2	15%	\$280.63	\$6,735.12
PPO Family	15	15%	\$438.94	\$79,009.20
HMO Single	18	5%	\$35.16	\$7,594.56
HMO Single + Spouse	5	5%	\$74.17	\$4,450.20
HMO Single + Child(ren)	6	5%	\$69.16	\$4,979.52
HMO Family	31	5%	\$108.17	\$40,239.24
Waive Coverage*	9			
<b>TOTAL PAID BY EMPLOYEES</b>	<b>112</b>			<b>\$197,019.48</b>
<b>TOTAL INSURANCE PREMIUM COSTS</b>				<b>\$2,076,961.80</b>

In addition, the group will receive a credit of \$25,000 in 2025.

**WAIVER OF HEALTH INSURANCE**

It is recommended that employees that waive health insurance coverage are eligible for an incentive as follows:

- \$1,500 for single
- \$1,500 for spouse
- \$1,500 for children

The total amount available to waive for a family is \$4,500. The Incentive is added to each paycheck over the course of 26 pay periods. No incentive is given for waiving dental or vision coverage.

**CURRENT AND POTENTIAL EMPLOYEE CONTRIBUTION RATES**

The chart below shows the employee health insurance contribution of \$166,111 for the 2024 plan year.

This contribution amount would increase to \$197,019.48 in 2025, if no percentage changes are made to the PPO and HMO employee contributions.

**2024 Plan Year - No Change in contribution percentages**

		Gross Monthly Premium	Employee % of Premium	Employee Monthly Premium	Employee Annual Cost	Employer % of Premium	Employer Monthly Premium	Employer Annual Cost
<b>Tier Level</b>	<b>EE Count</b>							
<b>PPO EO</b>	20	\$860.23	15%	\$129.05	\$30,972	85%	\$731.20	\$175,488
<b>PPO ES</b>	5	\$1,818.28	15%	\$272.74	\$16,364	85%	\$1,545.54	\$92,732
<b>PPO EC</b>	2	\$1,718.60	15%	\$257.79	\$6,187	85%	\$1,460.81	\$35,059
<b>PPO FAM</b>	12	\$2,676.54	15%	\$401.48	\$57,813	85%	\$2,275.06	\$327,609
<b>HMO EO</b>	17	\$656.29	5%	\$32.81	\$6,693	95%	\$623.48	\$127,190
<b>HMO ES</b>	7	\$1,387.06	5%	\$69.35	\$5,825	95%	\$1,317.71	\$110,688
<b>HMO EC</b>	7	\$1,311.01	5%	\$65.55	\$5,506	95%	\$1,245.46	\$104,619
<b>HMO FAM</b>	30	\$2,041.78	5%	\$102.09	\$36,752	95%	\$1,939.69	\$698,288
<b>Annual Totals</b>								
Employee Annual Total:	<b>\$166,112</b>				<b>\$166,112</b>			<b>\$1,671,678</b>
Employer Annual Total:	<b>\$1,671,678</b>							

**2025 Plan Year - No Change in contribution percentages**

		Gross Monthly Premium	Employee % of Premium	Employee Monthly Premium	Employee Annual Cost	Employer % of Premium	Employer Monthly Premium	Employer Annual Cost
<b>Tier Level</b>	<b>EE Count</b>							
<b>PPO EO</b>	21	\$951.12	15%	\$142.67	\$35,952.84	85%	\$808.45	\$203,729.40
<b>PPO ES</b>	5	\$2,006.53	15%	\$300.98	\$18,058.80	85%	\$1,705.55	\$102,333.00
<b>PPO EC</b>	2	\$1,870.86	15%	\$280.63	\$6,735.12	85%	\$1,590.23	\$38,165.52
<b>PPO FAM</b>	15	\$2,926.27	15%	\$438.94	\$79,009.20	85%	\$2,487.33	\$447,719.40
<b>HMO EO</b>	18	\$703.16	5%	\$35.16	\$7,594.56	95%	\$724.20	\$156,427.20
<b>HMO ES</b>	5	\$1,483.43	5%	\$74.17	\$4,450.20	95%	\$1,527.89	\$91,673.40
<b>HMO EC</b>	6	\$1,383.13	5%	\$69.16	\$4,979.52	95%	\$1,424.59	\$102,570.48
<b>HMO FAM</b>	31	\$2,163.40	5%	\$108.17	\$40,239.24	95%	\$2,228.24	\$828,905.28
<b>Annual Totals</b>								
Employee Annual Total:		<b>\$197,019.48</b>			<b>\$197,019.48</b>			<b>\$1,971,523.60</b>
Employer Annual Total:		<b>\$1,971,523.60</b>						

**In addition, the group will receive a credit of \$25,000 in 2025.**

In 2019, the Board approved a vision insurance plan for employees. The District pays for employee only coverage and the employees can choose to pay for dependent care coverage as follows:

<b>Vision Employee Monthly Contributions</b>				
<b>Year</b>	<b>Single</b>	<b>Employee &amp; Spouse</b>	<b>Employee &amp; Child(ren)</b>	<b>Family</b>
<b>2019</b>	\$ 0.00	\$ 5.77	\$ 7.88	\$ 13.70
<b>2020</b>	\$ 0.00	\$ 5.98	\$ 6.65	\$ 12.92
<b>2021</b>	\$ 0.00	\$ 5.98	\$ 6.65	\$ 12.92
<b>2022</b>	\$ 0.00	\$ 5.98	\$ 6.65	\$ 12.92
<b>2023</b>	\$ 0.00	\$ 5.98	\$ 6.65	\$ 12.92
<b>2024</b>	\$ 0.00	\$ 5.98	\$ 6.65	\$ 12.92
<b>2025</b>	\$ 0.00	\$ 5.98	\$ 6.65	\$ 12.92

For vision insurance premiums in 2024, the District paid for all “employee only” coverage and the employees can choose to pay for dependent coverage. In 2025, the resulting employee contribution is approximately \$7,725.24. The District will pay approximately \$8,324.16 on the vision coverage. The Dearborn National vision plan received a rate pass and did not receive an increase for 2025.

<b>2025 Contributions to Vision Coverage</b>					
<b>Tier Level</b>	<b>EE Count</b>	<b>2025 Gross Monthly Premium</b>	<b>2025 Gross Annual Premium</b>	<b>2025 EE Monthly Contribution</b>	<b>2025 Annual EE Contribution</b>
Single	44	\$6.67	\$3,521.76	\$0.00	\$0.00
Single + Spouse	9	\$12.65	\$1,366.20	\$5.98	\$645.84
Single + Child(ren)	11	\$13.32	\$1,758.24	\$6.65	\$877.80
Family	40	\$19.59	\$9,403.20	\$12.92	\$6,201.60
Waive Coverage*	8				
<b>TOTAL PAID BY EES</b>	<b>112</b>		<b>\$16,049.40</b>		<b>\$7,725.24</b>

Currently, employees do not contribute to the dental premiums for any level of coverage. Below is a possible employee contribution amount of 10% of the premiums which would result in an additional \$14,271 should the Board choose to begin to assess an employee contribution for dental coverage.

Possible Employee Contribution to Dental Coverage 2025					
Tier Level	EE Count	2025 Gross Monthly Premium	2025 Gross Annual Premium	2025 EE Monthly Contribution of 10%	2025 Annual EE Contribution
Single	39	\$43.84	\$20,517.12	\$4.38	\$2,049.84
Single + Spouse	12	\$88.67	\$12,768.48	\$8.87	\$1,277.28
Single + Child(ren)	8	\$113.36	\$10,882.56	\$11.34	\$1,088.64
Family	48	\$171.08	\$98,542.08	\$17.11	\$9,855.36
Waive Coverage*	5				
<b>TOTAL PAID BY EES</b>	<b>112</b>		<b>\$142,710.24</b>		<b>\$14,271.12</b>

**RECOMMENDATIONS:**

The current contribution levels for 2025 are provided to prepare for the related Board discussion.



# Wheaton Park District

**Notice of Public Hearing Concerning the Intent of the Board of Commissioners of the Wheaton Park District, DuPage County Illinois, to Adopt a Budget and Appropriation Ordinance for the Period beginning January 1, 2025, and ending December 31, 2025**

*Public Notice is Hereby Given* that the Wheaton Park District, DuPage County, Illinois (the “District”), will hold a public hearing on November 20, 2024, at 5:00 o’clock P.M. The hearing will be held in the City of Wheaton Council Chambers, 303 W. Wesley Street Wheaton, IL. The purpose of the hearing will be to receive public comments on the proposal to Adopt the 2025 Budget and Appropriation Ordinance.

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

Dated this 6th Day of November 2024.

Michael J. Benard  
Secretary, Board of Park Commissioners  
Wheaton Park District, DuPage County, Illinois

Notice to publisher: Please be certain that this notice appears above the name of the Secretary.



**ORDINANCE 2024-09**

**AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS FOR THE WHEATON PARK DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025**

AN ORDINANCE ADOPTING A COMBINED BUDGET AND APPROPRIATING SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY TO DEFRAID ALL NECESSARY EXPENSES AND LIABILITIES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE, AND THE AMOUNT APPROPRIATED FOR EACH OBJECT AND PURPOSE.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE WHEATON PARK DISTRICT:

Article I: As part of the Annual Budget, it is stated:

- |   |              |
|---|--------------|
| (a) That the estimated cash on hand at the beginning of the fiscal year is:                                   | \$32,104,523 |
| (b) That the cash expected to be received during the fiscal year from all sources is:                         | \$45,395,630 |
| (c) That the estimated expenditures contemplated for the fiscal year are:                                     | \$52,226,955 |
| (d) That the estimated cash expected to be on hand at the end of the fiscal year is:                          | \$25,273,198 |
| (e) That the estimated amount of taxes to be received by the Wheaton Park District during the fiscal year is: | \$16,969,159 |

Article II: The following sums of money in the "Budget" Column in the amount of \$56,684,695 is the budget for the fiscal year beginning January 1, 2025 and ending December 31, 2025.

The sums of money in the "Appropriation" Column in the amount of \$68,021,633 or as much thereof as may be authorized by law be and the same are hereby appropriated for the corporate purposes of the Wheaton Park District, as therein after specified for the fiscal year beginning January 1, 2025 and ending December 31, 2025.

Section 1. That all unexpended balances of any items of any general appropriation made in this ordinance be expended in making up any insufficiency in any item or items in the same general appropriation made for this ordinance.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. If any item, or portion thereof, of this ordinance is held invalid, such decision shall not affect the validity of the remaining portion of such item or the remaining portion of this ordinance.

Section 4. This ordinance shall be in full force and effect from and effect from and after its passage and publication in the manner provided by law.

Section 5. The budget and appropriation ordinance for any fiscal year is not intended or required to be in support of or in relation to any tax levy made during that fiscal year.

Passed by the Board of Park Commissioners of the Wheaton Park District, DuPage County Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 A.D.

"Ayes"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"Nays"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secretary of the Board of Park Commissioners of the Wheaton Park District.

\_\_\_\_\_  
President of the Board of Park Commissioners of the Wheaton Park District  
Ordinance # 2024-09

## Wheaton Park District Budget and Appropriation Proposal for Fiscal Year January 1, 2025 thru December 31, 2025

<b>GENERAL FUND</b>	<b>Budget</b>	<b>Appropriations</b>
Expenses incurred for the general administration and maintenance of the District	6,856,221	8,227,465
<b>RECREATION FUND</b>		
Expenses incurred for the planning, establishing and maintaining of recreational opportunities for the public	13,676,667	16,412,001
<b>SPECIAL RECREATION FUND</b>		
Expenses incurred in the provision of recreational programming for our special needs population	512,425	614,910
<b>MUSEUM FUND</b>		
Expenses incurred in the administration and operation of Cosley Zoo which includes exhibits, displays and educational opportunities related to Illinois farm history and wildlife historically native to northeastern Illinois	2,623,545	3,148,254
<b>INSURANCE LIABILITY FUND</b>		
Expenses incurred to provide business insurance for the District	776,633	931,959
<b>AUDIT FUND</b>		
Expenses incurred to satisfy the requirement to have an annual audit of the accounts of the District	42,064	50,477
<b>FICA FUND</b>		
Expenses incurred to pay the employer portion of Federal Insurance Contributions Act retirement obligations	781,013	937,216
<b>IMRF FUND</b>		
Expenses incurred to pay the employer portion of Illinois Municipal Retirement Fund retirement obligations	609,343	731,212
<b>DEBT SERVICE FUND</b>		
Expenses incurred to satisfy the debt service obligations of the District	2,990,431	3,588,517
<b>HEALTH FUND</b>		
Expenses incurred to provided health insurance benefits for District employees	2,479,948	2,975,937

<b>CAPITAL PROJECTS FUND</b>	<b>Budget</b>	<b>Appropriations</b>
Expenses incurred to construct, maintain or replace capital assets of the District	13,639,079	16,366,895
<b>GOLF FUND</b>		
Expenses incurred for the administration and operation of the Arrowhead facility	11,091,686	13,310,024
<b>INFORMATION TECHNOLOGY FUND</b>		
Expenses incurred to provide computer equipment, software and telecommunications equipment for the District	605,639	726,767

### ARTICLE III: SUMMARY OF BUDGETED AND APPROPRIATED FUNDS

General Fund	6,856,221	8,227,465
Recreation Fund	13,676,667	16,412,001
Special Recreation Fund	512,425	614,910
Museum Fund	2,623,545	3,148,254
Insurance Fund	776,633	931,959
Audit Fund	42,064	50,477
FICA Fund	781,013	937,216
IMRF Fund	609,343	731,212
Long Term Debt Fund	2,990,431	3,588,517
Health Insurance Fund	2,479,948	2,975,937
Capital Projects Fund	13,639,079	16,366,895
Golf Fund	11,091,686	13,310,024
Information Technology	605,639	726,767
	<hr/>	<hr/>
Total Budgeted and Appropriated Expenses, <i>including Interfund transfers</i>	56,684,695	68,021,633
Less: Interfund Transfers	(4,457,740)	(5,349,288)
	<hr/>	<hr/>
Net Expenses, excluding Interfund Transfers	52,226,955	62,672,345
	<hr/>	<hr/>

STATE OF ILLINOIS    )  
  )  
COUNTY OF DU PAGE )

I, Michael J. Benard, do hereby certify that I am the duly qualified and appointed Secretary of the Wheaton Park District, in the County and State aforesaid, and as such Secretary I am the keeper of the records and files of the Board of Park Commissioners of said park district.

I, HEREBY CERTIFY that the foregoing instrument is a true and correct copy of an ordinance entitled: 'An Ordinance Making a Combined Annual Budget and Appropriation of Funds for the Wheaton Park District for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025, adopted at a meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the \_\_\_\_ of December, 2024.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Wheaton Park District, at Wheaton, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Secretary, Wheaton Park District

CERTIFICATION OF ESTIMATE OF  
REVENUES FOR FISCAL YEAR 2025

I, Sandra D. Simpson, do hereby certify that I am the duly qualified and appointed Treasurer and chief fiscal officer of the Wheaton Park District and as such official I do further certify that the estimated revenues by source, to be received by the Wheaton Park District, DuPage County, Illinois, in the fiscal year 2025 are those estimated revenues as set forth in the attached combined Annual Budget And Appropriation Ordinance of the Wheaton Park District, DuPage County, Illinois, for the fiscal year beginning January 1, 2025 and ending December 31, 2025 as adopted by the Board of Park Commissioners at its properly convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 all as appears from the official records of said park district.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Wheaton Park District, at Wheaton, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Treasurer and Chief Fiscal Officer,  
Wheaton Park District

(SEAL)

DRAFT

CERTIFICATION OF ESTIMATE OF  
REVENUES FOR FISCAL YEAR 2025

I, Sandra D. Simpson, do hereby certify that I am the duly qualified and appointed Treasurer of the Wheaton Park District and the chief fiscal officer of said park district; as such officer I do further certify that the revenues, by source, anticipated to be received by said park district in the fiscal year beginning January 1, 2025 and ending on December 31, 2025 are estimated to be as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Taxes	\$16,969,159
Interest on Investments	\$478,900
Charges for Services	\$14,264,039
Rental Revenues	\$980,841
Product Sales	\$6,960,837
Grants and Donations	\$5,472,319
Bond Proceeds	\$0
Miscellaneous	\$269,536
Beginning Cash Balance	\$32,104,523

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said park district the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

\_\_\_\_\_  
Treasurer and Chief Fiscal Officer,  
Wheaton Park District

## WHEATON PARK DISTRICT

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

#### ORDINANCE 2024-12

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

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

**WHEREAS**, the Park District owns: One (1) Credit Card device 315-171-380 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-164 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-167 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-745 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-749 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 125900081848 Dejavo Z9 WiFi/4G VEGA3000 located at the Community Center; One (1) Credit Card device 125900070772 Dejavo Z9 WiFi/4G VEGA3000 located at the Community Center; One (1) #1115 2002 Chevy C2500HD pickup truck Vin: 1GCHC23U73F111473 located at Park Services Department; One (1) #1103 2014 Ford F450 Dump Truck Vin: 1FD0W4HY9FEB95815 located at Park Services Department; One (1) #1151 2005 Chevrolet Colorado Vin: 1GCCS198558273482 located at Park Services Center; One (1) #1321 2014 Scag Vride 48’ Model: SVR48V-22FX Serial: J7700122 located at Park Services Center; One (1) #1322 2014 Scag Vride 52’ Model: SCVR52V-26FX Serial: H3900024 located at Park Services Center; One (1) #1409 1996 Stone Vibratory plate Model: S-28A Serial: 1251154 located at Park Services Center; One (1) 2014 Martin Yale Letter Folding Machine Model 1217A Serial: 39565.01480.L40 located at Park Services Center;

**WHEREAS**, the Board of Park Commissioners has determined that it would be in the best interest of the Park District to dispose: One (1) Credit Card device 315-171-380 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-164

Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-167 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-745 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-749 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 125900081848 Dejavo Z9 WiFi/4G VEGA3000 located at the Community Center; One (1) Credit Card device 125900070772 Dejavo Z9 WiFi/4G VEGA3000 located at the Community Center; One (1) #1115 2002 Chevy C2500HD pickup truck Vin: 1GCHC23U73F111473 located at Park Services Department; One (1) #1103 2014 Ford F450 Dump Truck Vin:



1FD0W4HY9FEB95815 located at Park Services Department; One (1) #1151 2005 Chevrolet Colorado Vin:1GCCS198558273482 located at Park Services Center; One (1) #1321 2014 Scag Vride 48' Model: SVR48V-22FX Serial: J7700122 located at Park Services Center; One (1) #1322 2014 Scag Vride 52' Model: SCVR52V-26FX Serial: H3900024 located at Park Services Center; One (1) #1409 1996 Stone Vibratory plate Model: S-28A Serial: 1251154 located at Park Services Center; One (1) 2014 Martin Yale Letter Folding Machine Model 1217A Serial: 39565.01480.L40 located at Park Services Center;

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

**Section 1:** The foregoing preamble of the Ordinance is hereby incorporated in its entirety in **Ordinance 2024-12**

**Section 2:** The Park District will dispose: One (1) Credit Card device 315-171-380 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-164 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-167 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-745 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 314-654-749 Verifone VX680 3G located at the Community Center; One (1) Credit Card device 125900081848 Dejavoo Z9 WiFi/4G VEGA3000 located at the Community Center; One (1) Credit Card device 125900070772 Dejavoo Z9 WiFi/4G VEGA3000 located at the Community Center; One (1) #1115 2002 Chevy C2500HD pickup truck Vin: 1GCHC23U73F111473 located at Park Services Department; One (1) #1103 2014 Ford F450 Dump Truck Vin: 1FD0W4HY9FEB95815 located at Park Services Department; One (1) #1151 2005 Chevrolet Colorado Vin:1GCCS198558273482 located at Park Services Center; One (1) #1321 2014 Scag Vride 48' Model: SVR48V-22FX Serial: J7700122 located at Park Services Center; One (1) #1322 2014 Scag Vride 52' Model: SCVR52V-26FX Serial: H3900024 located at Park Services Center; One (1) #1409 1996 Stone Vibratory plate Model: S-28A Serial: 1251154 located at Park Services Center; One (1) 2014 Martin Yale Letter Folding Machine Model 1217A Serial: 39565.01480.L40 located at Park Services Center;

**Section 3:** Except, as otherwise provided herein, this **Ordinance 2024-12** Shall be in full force and effective forthwith upon its adoption and approval as provided by law.

**Adopted this 20th day of November 2024**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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President Board of Park Commissioners  
Wheaton Park District

**ATTEST:**

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Secretary, Board of Park Commissioners  
Wheaton Park District

(S E A L)



TO: ALL MEMBER DISTRICTS

FROM: Peter M. Murphy, President/CEO

DATE: October 8, 2024

RE: **CREDENTIALS CERTIFICATE**

The IAPD/IPRA Soaring to New Heights Conference will be held on January 23-25, 2025.

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

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

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

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

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 25, 2025 at 3:30 p.m.

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

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

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

**CREDENTIALS CERTIFICATE**

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

\_\_\_\_\_ held at  
*(Name of Agency)*  
\_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
*(Location)* *(Month/Day/Year)* *(Time)*

the following individuals were designated to serve as delegate(s) to the Annual Business Meeting of the ILLINOIS ASSOCIATION OF PARK DISTRICTS to be held on **Saturday, January 25, 2025 at 3:30 p.m.:**

	<u>Name</u>	<u>Title</u>	<u>Email</u>
Delegate:	_____		
1st Alternate:	_____		
2nd Alternate:	_____		
3rd Alternate:	_____		

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

Affix Seal: \_\_\_\_\_ Signed: \_\_\_\_\_  
*(President of Board)*

Attest: \_\_\_\_\_  
*(Board Secretary)*

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



TO: ALL MEMBER DISTRICTS  
FROM: Peter M. Murphy, President/CEO  
DATE: October 8, 2024  
RE: RESOLUTIONS

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

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

(a) Resolutions must be submitted to the President/CEO no later than sixty (60) days prior (November 26, 2024) to the Annual Business Meeting of the Association. All resolutions submitted shall be mailed to the membership not less than forty-five (45) days prior (December 11, 2024) to the Annual Business Meeting.

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

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

**NOTE: All resolutions must be received in the Association's office no later than November 26, 2024.**



TO: ALL MEMBER DISTRICTS  
FROM: Peter M. Murphy, President/CEO  
DATE: October 8, 2024  
RE: **RECOMMENDATIONS**

In order to comply with the provisions of the IAPD Constitutional By-Laws, recommended changes and/or amendments to the Constitutional By-Laws must be on file in the Association's office on or before November 26, 2024 to be considered by the committee.

This schedule has been adopted by the committee in order to provide adequate time for the office to publish and distribute the committee report to all member districts forty-five (45) days (December 11, 2024) in advance of the Annual Business Meeting. For your information, we list the following section of the Association's Constitutional By-Laws:

### **ARTICLE XIII -- AMENDMENTS TO CONSTITUTIONAL BY-LAWS**

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

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

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

**NOTE: November 26, 2024 is the deadline for all changes and/or amendments to be received in the Association's office.**

TO: Board of Commissioners  
FROM: Adam Lewandowski, Director of Athletics Programs & Facilities  
Max Yoshikawa, Aquatics & Safety Manager  
THROUGH: Michael Benard, Executive Director  
RE: Approval of Aquatic 2025 Pool Pass, Daily Admission, and Guest Booklet Rates  
DATE: November 20, 2024



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**SUMMARY:** Staff proposes a \$10.00 per resident pass/person and a \$15.00 per non-resident pass/person increase to the 2025 aquatic seasonal pool pass rates. Staff also proposes keeping the same preseason pool pass sales timeline, but changing the 20% sale (11/29-12/15) to 15%, the 15% sale (12/16-1/12) to 10%, and the 10% sale (1/13-4/30) to 5%, while keeping the regular season full price starting on 5/1. Staff proposes a \$1.00 increase in resident child/senior daily admission rates, a \$1.25 increase in non-resident Rice child/senior daily admission rates, a \$1.50 increase in non-resident Northside child/senior daily admission rates, and a \$.25 increase in all adult daily admission rates except no increase for Rice non-resident adult, and a corresponding increase in guest booklets for the 2025 season.

Rice Pool & Water Park will be entering its 36<sup>th</sup> season while Northside Family Aquatic Center enters its 32<sup>nd</sup> season. It is important to attract pool pass members and daily usage guests at competitive rates with a well-kept facility and maintain the cost of operations which includes a projected increase of \$95,000 in the retention, recruitment, incentives and increases in part-time labor alone as estimated by the wage increases from the 2024 season to 2025 season.

Our aquatic facilities pre-audited projections show us generating an estimated \$1,175,744 in revenue with expenditures totaling \$1,478,263 for a net loss of \$302,519 for the 2024 season.

Weather is a driving factor for the aquatics season, and in 2024 seasonal pool pass sales decreased by 166 passes but still generated a revenue increase of \$21,664 over 2023 Pool Pass Sales with an additional 1,202 pool pass visits. Daily admissions revenue increased \$13,753 with 1,220 less daily admission visits. The guest booklets decreased revenue \$996 compared to the 2023 season.

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

##### **Seasonal Pool Pass Rates:**

Staff proposes a \$10.00 per resident pass/person and a \$15.00 per non-resident pass/person increase which is estimated to generate approximately \$76,890 in additional revenue based off 8,000 passes (2,400 Individual / 5,600 Each addl. Family member). A total of 8,086 seasonal pool passes were sold in 2024. The increases would be affected by the preseason sales and are reflected in chart A. A family of four-season resident pool pass pays for itself in eight (8) visits.

Staff also proposes keeping the same preseason pool pass sales timeline, but changing the 20% sale (11/29-12/15) to 15%, the 15% sale (12/16-1/12) to 10%, and the 10% sale (1/13-4/30) to 5%, while keeping the regular season full price starting on 5/1. This change is estimated to generate approximately \$19,588 in additional revenue based off 8,000 passes (2,400 Individual / 5,600 Each addl. Family member). These changes are reflected in Chart B.

The combination of the \$10.00 per resident pass/person and \$15.00 per non-resident pass/person increase for pool passes and changes to the percentages of the pre-season pool pass sales would generate approximately \$96,478 in additional revenue.

**Chart A: Proposed 2025 Season Pool Pass Rates and Estimated Additional Seasonal Pool Pass Revenue**

	Resident		Non-Resident	
	2025 Proposed	2024	2025 Proposed	2024
<b>Individual</b>	\$125	\$115	\$179	\$164
<b>Each addl. family member</b>	\$65	\$55	\$89	\$74
<b>Senior (60)</b>	\$110	\$100	\$157	\$142
<b>Senior Couple</b>	\$153	\$143	\$218	\$203

Pool Pass Sales Promotions	Sales %	Per Resident Increase	Revenue Increase
<b>20% Sale (Nov 29 – Dec. 15)</b>	31%	Additional \$8.00	\$19,840
<b>15% Sale (Dec. 16 – Jan. 12)</b>	4%	Additional \$8.50	\$2,720
<b>10% Sale (Jan. 13 – April 30)</b>	24%	Additional \$9.00	\$17,280
<b>Season (May 1 – Sept. 4)</b>	41%	Additional \$10.00	\$32,800
	<b>100%</b>	<b>Total Revenue Increase</b>	<b>\$72,640</b>

<b>Non-Resident Pool Passes - additional \$5 increase over Resident Increase</b>		
Pass Type	# of Passes	
<b>Individual</b>	253	\$1,265.00
<b>Each additional</b>	539	\$2,695.00
<b>Senior</b>	41	\$205.00
<b>Couple Extra</b>	17	\$85.00
	<b>Total</b>	<b>\$4,250</b>

**Chart B: Proposed 2025 Season Pre-season Pool Pass Sales and Estimated Additional Revenue**

Pool Pass Sales Promotions	Sales %	Revenue Increase
<b>15% Sale (Nov 29 – Dec. 15)</b>	31%	\$10,292
<b>10% Sale (Dec. 16 – Jan. 12)</b>	4%	\$1,328
<b>5% Sale (Jan. 13 – April 30)</b>	24%	\$7,968
<b>Season (May 1 – Sept. 4)</b>	41%	\$0
	<b>100%</b>	<b>Total \$19,588</b>



**Chart C: Competition Analysis: Comparison of Local Aquatic 2024 Pool Pass Resident Rates for Family of 4**

Woodridge Park District	\$398
Clarendon Hills Park District	\$375
West Chicago Park District	\$360
Geneva Park District	\$360
<b>2025 Wheaton Park District Regular Season Proposed</b>	<b>\$320</b>
<b>2025 Wheaton Park District 5% Off Sale Proposed</b>	<b>\$304</b>
Hoffman Estates Park District	\$296
Bensenville Park District	\$288
<b>2025 Wheaton Park District 10% Off Sale Proposed</b>	<b>\$288</b>
<b>2024 Wheaton Park District Regular Season</b>	<b>\$280</b>
Glen Ellyn Park District	\$280
Bloomington Park District	\$276
<b>2025 Wheaton Park District 15% Off Sale Proposed</b>	<b>\$272</b>
Carol Stream Park District	\$269
Lombard Park District	\$261
<b>2024 Wheaton Park District 10% Off Sale</b>	<b>\$252</b>
Lisle Park District	\$243
Arlington Heights Park District	\$241
<b>2024 Wheaton Park District 15% Off Sale</b>	<b>\$238</b>
<b>2024 Wheaton Park District 20% Off Sale</b>	<b>\$224</b>
Lemont Park District	\$226

**Daily Admission Rates:**

Staff proposes a \$1.00 increase in resident child/senior daily admission rates, a \$1.25 increase in non-resident Rice child/senior daily admission rates, a \$1.50 increase in non-resident Northside child/senior daily admission rates, and a \$.25 increase in all adult daily admission rates except no increase for Rice non-resident adult which is estimated to generate approximately \$18,070 in additional revenue based on the 2024 pool admissions (see Chart D below).

**Chart D: Proposed Season 2025 Daily Admission Rates and Estimated Additional Revenue based from 2024**

Rice Pool Proposed Daily Admissions Rates				
	Resident		Non-Resident	
	2025 Proposed	2024	2025 Proposed	2024
<b>Adult</b>	\$12.00	\$11.75	\$16.00	\$16.00
<b>Child/Senior</b>	\$9.50	\$8.50	\$12.50	\$11.25

Northside Pool Proposed Daily Admissions Rates				
	Resident		Non-Resident	
	2025 Proposed	2024	2025 Proposed	2024
<b>Adult</b>	\$11.50	\$11.25	\$15.50	\$15.25
<b>Child/Senior</b>	\$9.00	\$8.00	\$12.00	\$10.50

	Additional Revenue Rice Pool		Additional Revenue Northside Pool		Total Revenue Impact
	Resident	Non Res	Resident	Non Res	
<b>Adult</b>	\$1,246	\$0	\$200	\$127	\$1,573
<b>Child/Senior</b>	\$8,278	\$5,548	\$1,501	\$1,170	\$16,497
<b>Total</b>	\$9,524	\$5,548	\$1,701	\$1,297	<b>\$18,070</b>

**Chart E: Competition Analysis: Comparison of Local Aquatic 2024 Daily Admissions Rates**

Adult		
	R	NR
Clarendon Hills Park District	\$15.00	\$20.00
Bensenville Park District	\$14.00	\$16.00
Lombard Park District	\$12.00	\$18.00
Hoffman Estates Park District	\$12.00	\$13.00
<b>2025 Wheaton Park District Proposed (Rice)</b>	<b>\$12.00</b>	<b>\$16.00</b>
<b>2024 Wheaton Park District (Rice)</b>	<b>\$11.75</b>	<b>\$16.00</b>
Woodridge Park District	\$11.50	\$19.50
<b>2025 Wheaton Park District Proposed (Northside)</b>	<b>\$11.50</b>	<b>\$15.50</b>
<b>2024 Wheaton Park District (Northside)</b>	<b>\$11.25</b>	<b>\$15.25</b>
West Chicago Park District	\$10.00	\$15.00
Arlington Heights Park District	\$10.00	\$15.00
Geneva Park District	\$10.00	\$15.00
Glen Ellyn Park District	\$9.00	\$11.00
Carol Stream Park District	\$8.00	\$11.00
Bloomington Park District	\$8.00	\$10.00
Lemont Park District	\$7.00	\$15.00
Lisle Park District	\$7.00	\$13.00

Child/Senior		
	R	NR
Clarendon Hills Park District	\$15.00	\$20.00
Woodridge Park District	\$11.50	\$19.50
Bensenville Park District	\$11.00	\$13.00
West Chicago Park District	\$10.00	\$15.00
Arlington Heights Park District	\$10.00	\$15.00
<b>2025 Wheaton Park District Proposed (Rice)</b>	<b>\$9.50</b>	<b>\$12.50</b>
<b>2025 Wheaton Park District Proposed (Northside)</b>	<b>\$9.00</b>	<b>\$12.00</b>
Lombard Park District	\$9.00	\$16.00
Geneva Park District	\$9.00	\$13.00
Hoffman Estates Park District	\$9.00	\$10.00
<b>2024 Wheaton Park District (Rice)</b>	<b>\$8.50</b>	<b>\$11.25</b>
<b>2024 Wheaton Park District (Northside)</b>	<b>\$8.00</b>	<b>\$10.50</b>
Carol Stream Park District	\$8.00	\$11.00
Lemont Park District	\$7.00	\$15.00
Lisle Park District	\$7.00	\$13.00
Glen Ellyn Park District	\$6.00	\$9.00
Bloomington Park District	\$6.00	\$8.00

**Guest Booklet Fee:**

The guest booklets decreased revenue \$996 compared to the 2023 season. The guest booklet fees go hand in hand with the daily admission rates and are based off the daily non-resident child/senior rate. The 2024 cost of the guest booklet fees (*our guest booklet is designed for residents to bring their nonresident guests to their aquatic facilities at a discounted price*) was \$63 for six (6) passes and \$210 for twenty (20) passes. To match the cost of daily admissions rate increases, guest booklets would become \$72 for six (6) passes and \$240 for twenty (20) passes for 2025.

**STAKEHOLDER PROCESS:** The 2024 aquatic facilities pre-audited projections show us generating an estimated net loss of \$302,519 for the 2024 season. Staff forecast a \$95,000 increase in aquatic part-time seasonal wages for 2025 which included our retention, recruitment, incentive and increases in part-time labor program. The proposed seasonal pool pass rates, proposed changes to the pre-season pool pass percentages, and proposed daily admissions rates project an estimated increase in combined revenue of \$114,547.

**PREVIOUS COMMITTEE/BOARD ACTION:**

During the October 2023 board meeting the board approved a \$5.00 increase for the 2024 Annual Pool Pass Rate for Resident and Non-Resident Pool Passes. Also during the October 2023 board meeting the board approved a \$1.00 increase in adult and child/senior daily admission rates at both Northside Family Aquatic Center and Rice Pool and Water Park, and a corresponding increase to the guest booklets to \$63 for six (6) passes and \$210 for twenty (20) passes.

**RECOMMENDATION:**

Staff seek approval for a \$10.00 per resident pass/person and a \$15.00 per non-resident pass/person increase to individual seasonal pool passes for the 2025 season based off 2024 pricing. Staff also seek approval to keep the same preseason pool pass sales timeline, but change the 20% sale (11/29-12/15) to 15%, the 15% sale (12/16-1/12) to 10%, and the 10% sale (1/13-4/30) to 5%, while keeping the regular season full price starting on 5/1. Staff seeks a \$1.00 increase in resident child/senior daily admission rates, a \$1.25 increase in non-resident Rice child/senior daily admission rates, a \$1.50 increase in non-resident Northside child/senior daily admission rates, and a \$.25 increase in all adult daily admission rates except no increase for Rice non-resident adult, and a corresponding increase to the guest booklets to \$72 for six (6) passes and \$240 for twenty (20) passes.

**Proposed 2025 Pool Rates - Season Pass, Daily Rates and Coupon Booklet:**

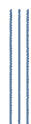
- Season - Individual Res \$125 / Non Res \$179
- Season - Each Additional Family Member Res \$65 / Non Res \$89
- Season - Senior Individual (60+) Res \$110 / Non Res \$157
- Season - Senior Couple (60+) Res \$153 / Non Res \$218
- Daily Adult – Res \$12.00 Rice / Res \$11.50 Northside
- Daily Adult – Non Res \$16.00 Rice / Non Res Northside \$15.50
- Daily Child (to 17) & Senior (60+) – Res \$9.50 Rice / Res \$9.00 Northside
- Daily Child (to 17) & Senior (60+) – Non Res \$12.50 Rice / \$12.00 Northside
- 6 Visit Guest Booklet \$72.00
- 20 Visit Guest Booklet \$240.00

# 2024 AQUATICS ANNUAL REPORT



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# EXECUTIVE SUMMARY



Rice Pool and Water Park and Northside Family Aquatic Center operated from May 27<sup>th</sup> through Labor Day weekend. Both pools offer swim lessons, concessions, and a safe summer location for local family fun and recreation. Over the 2024 season, 120,270 patrons dove into our locations and enjoyed our facility amenities.

While Exceeding two Ellis & Associates audits and meeting standards on the third, the pools saw record numbers in Pool Pass sales. Both Rice and Northside experienced continued high attendance numbers in swim lessons, swim team and camp attendance both internal and external.

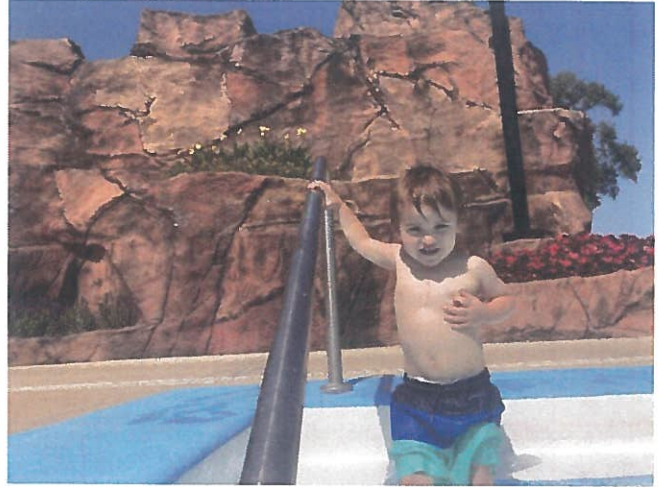
The financial strength of the 2024 season came evenly throughout the summer, with high temperature experienced consistently throughout the summer. Pool admissions staff played a vital role in selling pool passes to begin the season to families that were undecided or new community members. Revenue from Pool Passes, Daily Admissions, Swim Lessons, and Concessions were all up compared to previous years.

Wheaton Park District Staff are energized by the achievements of the 2024 season and remain committed to continuous improvement. By fostering innovation, prioritizing community, and empowering our amazing team, the Wheaton Park District Aquatics Department looks forward to another safe year of growth and success in serving our community.



# HIGHLIGHTS

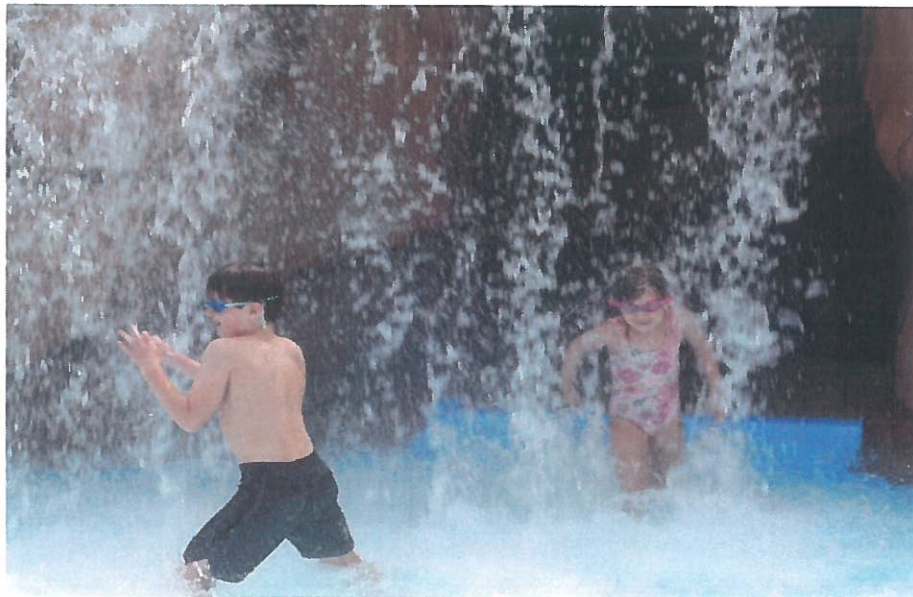
- Wheaton Park District aquatic facilities employed 254 individuals during the 2024 summer season; Rice Pool employed 187 while Northside Pool employed 76. 94% of the pool staff are high school or college aged.
- 115 total lifeguards were hired for both facilities, with 9 lifeguard hires resigning before trainings began, 5 candidates withdrawing from class, and 10 candidates not passing. There were a total of 91 lifeguards between both facilities by July 25<sup>th</sup> (35 at Northside and 56 at Rice). Total Lifeguard applicants were up from 2023 by 14 applicants, while Northside Pool increased in working lifeguards by 4 while Rice Pool increased by 11.
- A job at one of our aquatic facilities is a first time employment opportunity for most of our staff. Safety and customer service is the utmost priority. Weekly in-services and daily pre-shift meetings ensure our facilities' excellence. Lifeguards average over 110 hours of training, while water park and concessions staff average 30 hours of training per season. Sustained increases in preseason training were possible due to the later start of the season in 2024.
- Wheaton residents accounted for 86% of aquatic staff, resulting in approximately \$653,366 returned to the local economy through wages.



- The Wheaton Park District participated in the Ellis & Associates International Pool and Water Safety Lifeguard Training Programs. Through this program and certification agency, lifeguards are audited on an individual basis as well as through Team Management Rescues. Audits are done by Ellis & Associates representatives with lifeguards being scored on skills such as professionalism, personal safety, aquatic accident prevention, observational skills, managing aquatic emergencies and team rescues.
- Both Northside Family Aquatic Center and Rice Pool and Water Park received two "Exceeds" and one "Meets" on the 2024 audits for Ellis & Associates. Scores can be Exceeds, Meets, and Fails based on actions by lifeguards.



- A Thanksgiving Sale was offered November 20 to December 17. During the sale, 2,647 passes were sold at a 20% discount five months prior to opening day. During the winter 15% discount period (December 18 through January 15), 750 passes were sold. During the pre-season 10% discount period (January 16 to May 1), 1,435 passes were sold. Regular season rates began May 2. From May 1 throughout the 2024 season 3,254 passes were sold. A regular season resident family of 4 paid \$280, while a non-resident family of 4 paid \$386. **60% of total sales occurred during a discounted period.**
- Preseason sales were almost identical in 2024 compared to 2023 and remain a crucial component for pool revenue. With over half of all pool passes sold before the first drop of water enters the pool, preseason pool pass sales are instrumental in gaging the upcoming season.



- The swim lesson program experienced strong enrollment throughout the summer. Waitlists were cleared at both pools and included in classes, with over 2,000 swimmers participating in our life-changing lessons once again in 2024.
- The Parent and Tot program was successfully modified this summer to include Thursday evening classes and the Saturday class. The half-hour weekly lesson provided parents the opportunity to learn techniques to get their young children comfortable in water. Participation declined as the summer went on with lower July registration and attendance compared to June.
- The Barracuda Swim Team enrollment totaled 130 participants this season, which was an increase of 10 participants over 2023. We had returning head coach Mike Gasso and three assistant coaches, Hugh Farnum, Marin Czaplicki, and Holly Kirkman. Parents were exceptionally impressed with the coaching staff, and particularly praised Coach Gasso for his energy, attention to the swimmers, and positivity.





- The Barracudas Swim Team returned to the Western Suburban Swim Conference. The Conference ran with 6 teams this season, which included 6 "B" Team Duel Meets and 7 "A" Team Duel Meets. Our season concluded with the "A" Conference Meet hosted at Hinsdale on July 20<sup>th</sup>. The Wheaton Barracudas rallied to take SECOND in the conference.
- Wheaton is not scheduled to host a conference meet until the 2028 season.



- This was the fourth year Swim Instructors received uniforms for their time in the water. Parents liked the uniforms as it made it easier to distinguish who instructors were. The uniforms also acted as another form of marketing for our swim lessons.

- Daily safety checks continued to be implemented at both facilities in 2024. These daily checks ensure our ability to account for any children and guests accompanying them for the day and occur

roughly around 2pm each day. It also grants staff the opportunity to market swim lessons and concessions as well as issue heat advisories. This procedure is well received by patrons.

- Ice Cream sales at both pools totaled \$42,810 gross revenue, with Dippin' Dots bringing in \$24,420 of that total. Rice Pool's concessions sold a total of 6,073 units of French Fries over the summer, while both facilities sold 3,394 units of pretzels, and a total of 1,488 units of hot dogs.



# ATTENDANCE

## Rice Pool and Water Park

RICE POOL	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percent Increase (Decrease) from last season
Pool Pass Visits	45,000	46,629	44,898	(1,629)	(3.4%)
Daily Admissions Paid	23,027	24,228	21,028	(1,201)	(4.9%)
Camps	6,303	4,504	4,146	1,799	39.9%
In-House Swim Lesson and Swim Team	9,078	9,745	12,230	(667)	(6.8%)
<b>Total</b>	<b>83,408</b>	<b>85,106</b>	<b>82,302</b>	<b>(1,698)</b>	<b>(2%)</b>
Days Open	82	79	79	3	3.8%
Avg. Daily Attendance	1,017	1,077	1,042	(60)	(5.6%)
Did Not Open	3	6	4	(3)	(50%)

- Rice Pool saw a decrease of (1,698) patrons compared to the 2023 season.
- Rice Pool's 2024 scheduled season operated with 3 more days of open swim days compared to 2023.
- Starting the season after Memorial Day allowed staff to more effectively train new staff and lifeguards. Returning staff from college received more trainings and enhanced preparation than previously possible.
- Camps at Rice saw an increase in camp attendance compared to the 2023 season as external camps continued to return to normalcy and traveled to outside facilities in 2024.



# ATTENDANCE

## Northside Pool

NORTHSIDE POOL	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percent Increase (Decrease) from last season
Pool Pass Visits	19,707	16,876	17,189	2,831	16.8%
Daily Admissions	4,034	4,053	4,038	(19)	(0.5%)
Camp Visits	2,784	2,907	2,004	(123)	(4.2%)
In-House Swim Lesson and Swim Team	10,337	10,687	10,896	(350)	(3.3%)
<b>Total</b>	<b>36,862</b>	<b>34,523</b>	<b>34,127</b>	<b>2,339</b>	<b>6.8%</b>
Days Open	75	72	72	3	4.2%
Avg. Daily Attendance	491	479	474	12	2.5%
Did Not Open	2	5	3	(3)	(60%)



- Northside Pool saw an increase of 2,339 patrons from the 2023 season.
- Northside Pool’s 2024 scheduled season operated with 2 additional days due to an earlier opening date and less rainout dates than 2023.
- Starting the season after Memorial Day allowed staff to more effectively train new staff and lifeguards. Returning staff from college received more trainings and enhanced preparation than previously possible.
- Pool Pass visitors at Northside Pool saw an increase of over 2,500 visits compared to the 2023 season.



# TOTAL POOL PASSES SOLD

Total Pool Passes Sold	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
Resident	7,236	7,388	7,882	(152)	(2.1%)
Non-Resident	850	864	872	(14)	(1.6%)
Total	8,086	8,252	8,754	(166)	(2%)

- Nonresident passes represented 10% of the total passes sold in 2024. This was a 1% decrease over 2023.
- Pool pass gross revenue increased \$21,664 from 2023.
- A Thanksgiving Sale was offered November 20 to December 17. During the sale, 2,647 passes were sold at a 20% discount five months prior to opening day. During the winter 15% discount period (December 18 through January 15), 750 passes were sold. During the pre-season 10% discount period (January 16 to May 1), 1,435 passes were sold. Regular season rates began May 2. From May 1 throughout the 2024 season 3,254 passes were sold. A regular season resident family of 4 paid \$280, while a non-resident family of 4 paid \$386.

# TOTAL PAID DAILY ADMISSION VISITS

Both Rice Pool and Northside Pool saw slight decreases in daily admissions in 2024 totaling a decrease of 1,220 compared to 2023.

Resident Daily Admission	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
Northside	2,606	3,244	3,140	(638)	(19.7%)
Rice	14,751	14,805	12,276	(54)	(0.4%)
Total	17,357	18,049	15,416	(692)	(3.8%)
Resident % of Total Daily Admission	64%	64%	65%		

Non-Resident Daily Admission	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
Northside	1,428	809	618	619	76.5%
Rice	8,276	9,423	7,850	(1,147)	(12.2%)
Total	9,704	10,232	8,468	(528)	(5.2%)
Non-Res % of Total Daily Admission	36%	36%	35%		

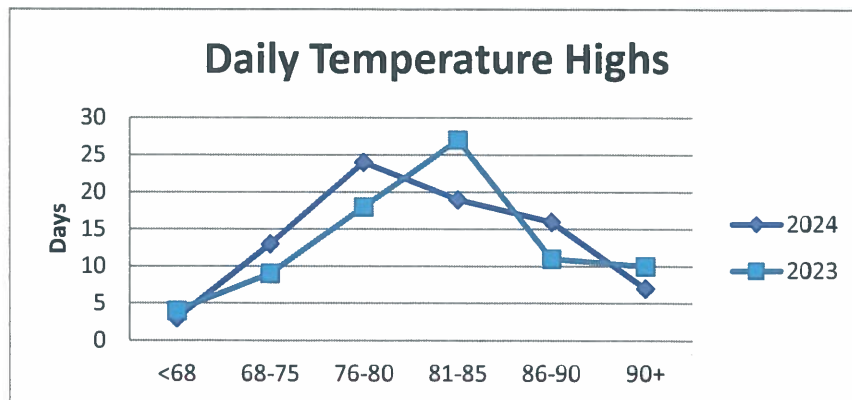
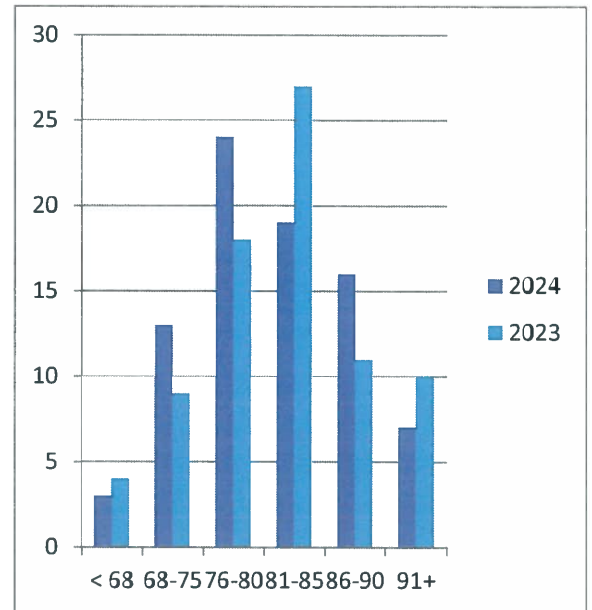
# COMBINED ATTENDANCE AND WEATHER

Average daily attendance between the facilities remained high in 2024 with additional open dates due to decreased inclement weather compared to 2023. Another important factor was continued increases in demand from patrons as competitor pools operated with shortened hours and closed earlier in the season due in part to staffing challenges and shortages.

Rice Northside Combined Attendance	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
Total Patrons	120,270	119,629	116,429	641	0.5%
Daily Average Patrons	1,467	1,514	1,474	(48)	(3.1%)

- 2024 recorded 42 days (51% of the season) over 80 degrees compared to 48 days (60%) in the 2023 season. Days under 75 degrees increased in 2024 to 16 days from 13 days in 2023.

Daily High Temp.	2024 Total Days in Temp. Range	2023 Total Days in Temp. Range	2024 Percent of Total Days	2023 Percent of Total Days
< 68	3	4	4%	5%
69-75	13	9	16%	11%
76-80	24	18	29%	23%
81-85	19	27	23%	34%
86-90	16	11	20%	14%
91+	7	10	9%	13%



# AQUATIC BUDGET ANALYSIS

Budget analysis is based on September 2024 financial status report and year end projections.

REVENUE	2024 Season Actual	2023 Season Actual	2022 Season Actual	Increase (Decrease) from last season	Percent Increase (Decrease) from last season
Rice Pool	817,299	765,972	703,717	51,327	6.7%
Northside	358,445	325,897	294,977	32,548	10%
<b>Total</b>	<b>1,175,744</b>	<b>1,091,869</b>	<b>998,694</b>	<b>83,875</b>	<b>7.7%</b>
EXPENSE	2024 Season Actual	2023 Season Actual	2022 Season Actual	Increase (Decrease) from last season	Percent Increase (Decrease) from last season
Rice Pool	1,005,605	913,838	776,324	91,767	10.0%
Northside	472,658	414,212	344,677	58,446	14.1%
<b>Total</b>	<b>1,478,263</b>	<b>1,328,505</b>	<b>1,121,001</b>	<b>149,758</b>	<b>11.3%</b>



## Aquatic Revenue & Expense Comparison

### 2024 vs 2023 Revenue Increased by \$83,875

- Pool Pass Sales Increased by \$21,644
- Daily Admission Increased \$13,753
- Swim Lessons Increased \$44,099
- Guest Passes Decreased (\$996)
- Concession Sales Increased \$2,450

### 2024 vs 2023 Expense Increased by \$149,758

- Aquatics Wages Increased by \$106,578
- Aquatics Supplies Increased by \$1,123
- Contractual Increased by \$23,845

NET Balance	2024 Season Actual	2023 Season Actual	2022 Season Actual	Increase (Decrease) from last season
Rice Pool Balance (Revenue over Expenses)	(188,306)	(147,866)	(72,607)	(40,440)
Northside Balance (Revenue over Expenses)	(114,213)	(88,315)	(49,700)	(25,898)
Total Balance (Revenue over Expenses)	(302,519)	(236,181)	(122,307)	(66,338)



# FINANCIAL COMPARISON

## Pool Pass Financials

REVENUE	2024 Budgeted Pool Pass Revenue	2024 Actual Pool Pass Revenue	Increase (Decrease) Budgeted Pool Pass Revenue	2023 Actual Pool Pass Revenue	Increase (Decrease) 2023 v. 2024 Actual	Percentage Increase (Decrease) 2023 v. 2024 Actual
Rice	350,000	371,537	21,537	356,488	15,049	4.2%
Northside	200,000	182,996	(17,004)	176,381	6,615	3.8%
Total	550,000	554,533	4,533	532,869	21,664	4.1%

- 2024 pool pass sales increased by \$21,664 compared to 2023 season.

## Guest Pass Financials

REVENUE	2024 Budgeted Guest Passes Revenue	2024 Actual Pool Pass Revenue	Increase (Decrease) Budgeted Pool Pass Revenue	2023 Actual Pool Pass Revenue	Increase (Decrease) 2023 v. 2024 Actual	Percentage Increase (Decrease) 2023 v. 2024 Actual
Rice	12,000	10,637	(1,363)	11,455	(818)	(7.1%)
Northside	5,000	5,239	239	5,417	(178)	(3.3%)
Total	17,000	15,876	(1,124)	16,872	(996)	(5.9%)

## Admission Financials

REVENUE	2024 Budgeted Daily Admission Revenue	2024 Actual Daily Admission Revenue	Increase (Decrease) Budgeted Daily Admission Revenue	2023 Actual Daily Admission Revenue	Increase (Decrease) 2023 v. 2024 Actual	Percentage Increase (Decrease) 2023 vs. 2024 Actual
Rice	210,000	229,844	19,844	221,021	8,823	4%
Northside	35,000	36,859	1,859	31,929	4,930	15.4%
Total	245,000	266,703	21,703	252,950	13,753	5.4%

- 2024 daily admissions increased \$13,753 compared to 2023.

## Combined Pool Pass, Admission, and Guest Pass

2024 Gross Actual Combined Admissions Revenue	2023 Gross Actual Combined Admissions Revenue	Increase (Decrease) 2024 vs. 2023	Percentage Increase (Decrease) 2024 vs. 2023
837,112	802,691	34,421	4.3%



# CONCESSIONS

REVENUE	2024 Actual Concession Revenue	2023 Actual Concession Revenue	Increase (Decrease) From Last Season	Percentage Increase (Decrease) from last season
Rice	102,316	102,963	(647)	(0.6%)
Northside	18,780	15,683	3,097	19.7%
Total	121,096	118,646	2,450	2.1%

EXPENSES	2024 Actual Concession Expense	2023 Actual Concession Expense	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
Rice	66,423	59,973	6,450	10.8%
Northside	19,419	12,955	6,464	49.9%
Total	85,842	72,928	12,914	17.7%

2024 Concession Net	2023 Concession Net	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
35,254	45,718	(10,464)	(22.9%)

3 Concession Attendants cost the same in wages (\$38 per hour) in 2024 as 5 Concession Attendants in 2019 (\$39.25 per hour). 4 Concession Attendants in 2024 cost \$50.00 per hour in wages. Wage expenses increased to provide the expected customer service and to maintain the high volume associated with our revenue goals.



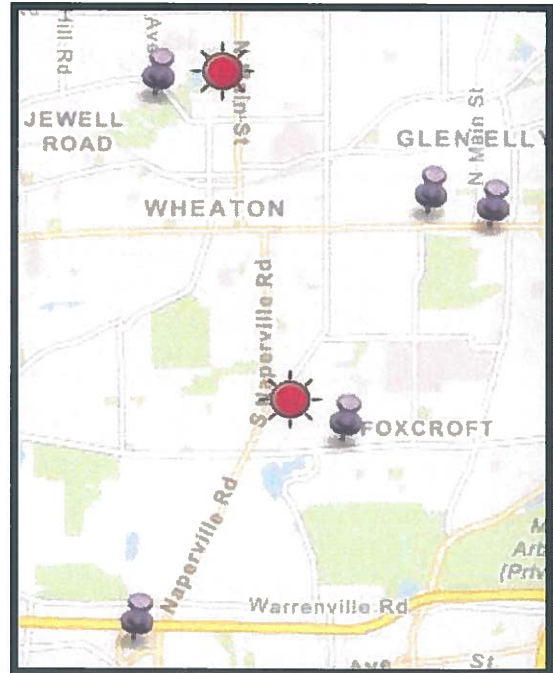


# SWIM LESSONS

In 2024, the swim lesson program operated at a 43% profit percentage.

SWIM LESSONS REGISTERED PARTICIPANTS	2024 Season	2023 Season	2022 Season	Increase (Decrease) from last season	Percentage Increase (Decrease) from last season
Northside Pool	1,119	1,180	1,117	(61)	(5.2%)
Rice Pool	1,266	1,279	1,090	(13)	(1%)
Total	2,385	2,459	2,207	(74)	(3%)

- Rice and Northside are proud to offer and provide swim lessons to the local community. This vital life skill is an important part of youth development and introduces families to safety around water.
- A switch to lower class ratios to provide closer instruction and higher quality classes was made last year based on parent feedback. This process continued this year and will continue into the future as it has been met with overwhelmingly positive reviews.
- Staffing challenges extended beyond lifeguard staff into swim instructors in 2024. In 2019, 87 Swim Instructors were employed by the Park District (56 at Rice, 31 at Northside). Post Pandemic seasons have seen drastically less Swim Instructor applicants, with a total of 66 Swim Instructors in 2023 (37 at Rice, 29 at Northside) and 67 in 2024 (39 at Rice, 28 at Northside).
- New and current competition in swim lesson programs is offered year-round at indoor swimming facilities. Local swim lesson competition includes Goldfish Swim School (3 miles away), Aqua-Tots Swim School (1 mile), British Swim School of DuPage (3 miles), Wheaton Sports Complex (1 mile), and B.R. Ryall YMCA (3 miles). Some competitors require payment plans mirroring subscriptions, making it difficult to pull students from their program during the summer months.



# SWIM LESSONS

REVENUE	2024 Budgeted Swim Lesson Revenue	2024 Actual Swim Lesson Revenue	Increase (Decrease) Budgeted Swim Lesson Revenue	2023 Actual Swim Lesson Revenue	Increase (Decrease) 2023 v. 2024 Actual	Percentage Increase (Decrease) 2023 v. 2024 Actual
Rice	60,000	<b>83,595</b>	23,595	<b>60,337</b>	23,258	38.5%
Northside	75,000	<b>101,795</b>	26,795	<b>80,954</b>	20,841	25.7%
Total	135,000	<b>185,390</b>	50,390	<b>141,291</b>	44,099	31.2%

- Enrollment in swim lessons and swim team decreased by (74) participants across both facilities in 2024.

EXPENSES	2024 Budgeted Swim Lesson PT Wages	2024 Actual Swim Lesson PT Wages	Increase (Decrease) Budgeted Swim Lesson Revenue	2023 Actual Swim Lesson PT Wages	Increase (Decrease) 2023 v. 2024 Actual	Percentage Increase (Decrease) 2023 v. 2024 Actual
Rice	40,000	<b>57,366</b>	17,366	<b>43,087</b>	14,279	33.1%
Northside	30,000	<b>47,064</b>	17,064	<b>42,840</b>	4,224	9.9%
Total	70,000	<b>104,430</b>	34,430	<b>85,927</b>	18,503	21.5%

Swim Instructor wages increased from \$10.50 to \$12.00 per hour in 2024. Due to minimum wage requirements, hourly wages will increase to \$13 in 2025, up \$1.00 from 2024.



2024 Net Balance Swim Lessons	2023 Net Balance Swim Lessons	Increase (Decrease) 2024 vs. 2023	Percentage Increase (Decrease) 2024 vs. 2023
<b>80,960</b>	55,364	25,596	46.2%



# PART TIME WAGES

## Rice Pool and Water Park

Rice Pool’s 2024 scheduled season operated with 3 additional days compared to the 2023 season.

Rice Pool	Wage Range		2024 Budgeted PT Wages	2024 Actual PT Wages	Increase (Decrease) Budgeted PT Wages	2023 Actual PT Wages	Increase (Decrease) Actual 2023 vs. 2024	Percentage Increase (Decrease) 2023 vs. 2024
	Hourly Wage Under 18	Hourly Wage Over 18						
Preseason Maintenance	N/A	\$14	1,000	2,068	1,068	815	1,253	153.7%
Lifeguards	\$14**	\$15**	250,000	257,147	7,147	232,520	24,627	10.6%
Admissions	N/A	\$14	30,000	52,845	22,845	32,549	20,296	62.4%
Concessions	\$12	\$14	18,000	22,176	4,176	18,812	3,364	17.9%
Swim Instructors	\$12	\$14	40,000	57,366	17,366	37,457	19,909	34.7%
Private Swim	\$26	\$26	500	132	(368)	1,050	(918)	(87.4%)
Support Staff	\$12	\$14	75,000	86,739	11,739	88,907	(2,168)	(2.4%)
Asst. Pool Managers	N/A	\$16.45	20,000	8,009	(11,991)	17,645	(9,636)	(54.6%)
WPD CC Support	N/A	\$16	10,000	9,904	(96)	9,722	182	1.9%
Lifeguard Overtime			20,000	30,317	10,317	36,769	(6,452)	(17.5%)
<b>Rice Totals</b>			464,500	526,703	62,203	476,246	50,457	9.6%

\*\* Lifeguard wages were determined by experience. New lifeguards received \$14 per hour and returning lifeguards received \$15 per hour regardless of age.

- Lifeguard wages increased in 2024 due to the increase in minimum wage and increasing all lifeguards to the upcoming adult minimum wage rate. All Lifeguards made \$13 regardless of experience and age in 2023 compared to \$14 for new lifeguards and \$15 for returning lifeguards in 2024.
- Illinois state minimum wage increased for staff under 18 from \$10.50 to \$12 and from \$13 to \$14 for staff 18 and over in 2024. Support Staff saw the largest increase due to the amount of staff required and the greatest mixture of over and under 18 year old employees.
- 115 total lifeguards were hired for both facilities, with 9 lifeguard hires resigning before trainings began, 5 candidates withdrawing from class, and 10 candidates not passing. There were a total of 91 lifeguards between both facilities by July 25<sup>th</sup> (35 at Northside and 56 at Rice). Total Lifeguard applicants were up from 2023 by 14 applicants, while Northside Pool increased in working lifeguards by 4 while Rice Pool increased by 11.



## Northside Pool

Northside's 2024 scheduled season operated with 2 additional days compared to the 2023 season.

Northside Pool	Wage Range		2024 Budgeted PT Wages	2024 Actual PT Wages	Increase (Decrease) Budgeted PT Wages	2023 Actual PT Wages	Increase (Decrease) Actual 2023 vs. 2024	Percentage Increase (Decrease) 2023 vs. 2024
	Hourly Wage Under 18	Hourly Wage Over 18						
Preseason Maintenance	N/A	\$14	500	1,008	508	364	644	176.9%
Lifeguards	\$14*	\$15*	112,000	137,543	25,543	105,950	31,593	29.8%
Admissions	N/A	\$14	8,000	9,647	1,647	7,799	1,848	23.7%
Concessions	\$12	\$14	3,000	6,097	3,097	1,437	4,660	324.3%
Swim Instructors	\$12	\$14	30,000	38,826	8,826	31,694	7,132	22.5%
Private Swim	\$26	\$26	0	0	0	0	0	0
Support Staff	\$12	\$14	2,000	3,422	1,422	1,028	2,394	232.9%
Pool Managers	N/A	\$18	26,000	17,872	(8,128)	25,412	(7,540)	(29.7%)
Swim Team Coaches	\$15	\$18	9,000	8,238	(762)	8,914	(676)	(7.6%)
WPD CC Support	N/A	\$16	4,500	3,790	(710)	4,133	(344)	(8.3%)
Lifeguard Overtime			5,000	6,582	1,582	7,277	(695)	(9.6%)
Northside Totals			200,000	233,025	33,025	194,008	39,016	20.1%

\*\* Lifeguard wages were determined by experience. New lifeguards received \$14 per hour and returning lifeguards received \$15 per hour regardless of age.

- Lifeguard wages increased in 2024 due to the increase in minimum wage and increasing all lifeguards to the upcoming adult minimum wage rate. All Lifeguards made \$13 regardless of experience and age in 2023 compared to \$14 for new lifeguards and \$15 for returning lifeguards in 2024.
- 115 total lifeguards were hired for both facilities, with 9 lifeguard hires resigning before trainings began, 5 candidates withdrawing from class, and 10 candidates not passing. There were a total of 91 lifeguards between both facilities by July 25<sup>th</sup> (35 at Northside and 56 at Rice). Total Lifeguard applicants were up from 2023 by 14 applicants, while Northside Pool increased in working lifeguards by 4 while Rice Pool increased by 11.
- Lollapalooza, an annual 4 day music festival, also caused significant overtime at both facilities as Aquatics Staff fell directly into the event's target audience.



# SUMMARY



In 2025, Rice Pool will be entering its 36<sup>th</sup> year of operation, while Northside will enter its 32<sup>nd</sup> year.

The Wheaton Park District would like to thank Wendy Russell and Tom Grace for their combined 55 plus years of service to the Wheaton Community. They have been important staples at the Aquatic Facilities and continued their roles in 2024 as not only ambassadors of aquatic safety and swim lessons, but also as coaches and mentors to the young employees.

We will continue to navigate the increase in minimum wage for our part time staff along with continually increasing chemical and utility (water, electricity) costs and find creative ways to keep the aquatics facilities financially stable allowing us to continuously enhance them for the benefit of the community.

A challenging trend throughout the aquatics industry has been the lifeguard shortage. While the Wheaton Park District was not immune to this shortage, we have cultivated and maintained a higher return rate than many of our local competitors. The Aquatics Department has incentivized rehire candidates to complete their onboarding paperwork early with a \$50 bonus on their first paycheck if they manage to complete their work in mid-January, helping us anticipate our goals for hiring new staff and completing paperwork significantly before new hires begin their hiring process. The Human Resources Department has also reached out to local school districts and putting staff in front of potential new hires through mock interviews and career day activities to both cultivate interest in our jobs but also to create familiarity with potential candidates and eager employers.

[Overview & Graphics](#) | [Seasonal Summary](#) | [Monthly Summary](#) | [Events](#)

**Events**

- **August 27, 2024: Stretch of Oppressive Heat Ends with Severe Storms**
- **July 15, 2024: Derecho produces widespread wind damage and a record number of tornadoes in the local area**
- **July 14, 2024: Line of storms produces swaths of wind damage and several embedded tornadoes**
- **July 13-14, 2024: Significant flash flooding in Rockford and isolated wind damage from morning storms**
- **June 22, 2024: Heavy rainfall, swaths of wind damage, and four EF-0 tornadoes in the Chicago suburbs**
- **June 16, 2024: Thunderstorms and a gust front produce scattered wind damage in northern Illinois**
- **June 13, 2024: Widespread wind damage in Ford County and an EF-1 tornado near Gibson City**

MWR Chicago Science and Data Events Page

The Aquatics Department continues to learn and grow as we navigate the global and local aquatic industry trends. We look forward to the 2025 season as recruitment begins in January 2025. Our commitment to living out the Park District’s mission, vision and values in every interaction will continue to drive our success.





TO: Board of Commissioners  
 FROM: Mike Benard, Executive Director  
 Susan Wahlgren, Cosley Zoo Director  
 DATE: October 29, 2024  
 RE: Zoo Admission Fees

**SUMMARY**

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

Cosley Zoo is experiencing continued inflation and increasing staff expenses. Because of these rising costs, the zoo needs to seek additional revenue to preserve sustainability while maintaining operations and implementing necessary repairs to the facility. The zoo proposes to increase its adult non-resident admission fee by \$2.00/person and the senior non-resident admission by \$1.00/person.

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

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

From a business perspective it is worth noting that most zoos and aquariums implement a 5% admission fee increase on an annual basis.

Based on industry standards, the staff is recommending the following changes beginning January 1, 2025.

PROPOSED ADMISSION FEES	RESIDENT	NON-RESIDENT	MEMBER
Child (0-11 yrs)	FREE	FREE	FREE
Adult (12-59 yrs)	FREE	\$12.00	FREE
Seniors (60+ yrs)	FREE	\$10.00	FREE

**PREVIOUS COMMITTEE/BOARD ACTION**

In 2022 fees were \$9.00 for an adult and \$8.00 for a senior. In 2023, the Board of Commissioners voted to increase rates by \$1.00 to \$10.00 for adults and \$9.00 for seniors.

Wheaton residents, zoo members, and all children under 17yrs have continued to enjoy free admission.

**REVENUE AND FUNDING IMPLICATIONS**

Based on 2023 attendance, the impact of a \$1.00/\$2.00 increase in non-resident admission will grow zoo revenue by approximately \$63,000 per year (\$5,701 from seniors/\$57,930 from adults). The increased revenue amount, (\$57,930) is based on our current admission data, in which the zoo greets an average of 34,666 non-resident adults (28,965) and seniors (5,701) each year. Coupled with a change to both senior and children’s age designations, total increase in revenue would be estimated at \$88,000.

**RECOMMENDATION**

Staff recommends increasing the non-resident adult rate by \$2.00 and senior admission rate by \$1.00 per guest, beginning January 1, 2025.



TO: Michael Benard, Executive Director  
 FROM: Susan Wahlgren, Cosley Zoo Director  
 DATE: October 29, 2024  
 RE: Zoo Admission Definitions

**SUMMARY**

Since 2011 Cosley Zoo has been charging an admission fee for non-resident adults and seniors. Cosley Zoo continues to be the only AZA accredited zoo that does not charge children or residents an admission fee. In addition, we use overly generous age designations with seniors and children, which are not typical of the market and which also slightly impact potential revenue.

**DISCUSSION OF THE ISSUE**

Cosley Zoo currently utilizes the following rate structure:

<b>CURRENT ADMISSION FEES</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Child (0-17 yrs)	FREE	FREE
Adult (18-54 yrs)	FREE	\$10.00
Seniors (55+ yrs)	FREE	\$ 9.00

While the child age designation is not typically relevant within the Wheaton Park District, most facilities do incorporate a senior designation as follows:

<b>Facility</b>	<b>SENIOR AGE DESIGNATION</b>
Arrowhead	60
Aquatics	60
Parks Plus Fitness	60
Recreation/Registration	60
Senior Center	60

When looking at child age designation it can be quite varied. In reviewing some Midwest AZA institutions, visitors were considered children at the following ages:

<b>Age Over Which a Visitor was Considered an Adult</b>	<b>NUMBER OF INSTITUTIONS</b>	<b>SMALL IL AZA ZOOS</b>
10	2	
11	2	
12	8	Peoria Zoo, Miller Park Zoo
13	8	Scovill Zoo
14	1	
15	1	
16	1	
17	1	

**PREVIOUS COMMITTEE/BOARD ACTION**

None. The same age designations have been in place since 2011.

**REVENUE AND FUNDING IMPLICATIONS**

In 2023, 15,584 seniors ages 55 and over visited Cosley Zoo. Considering that almost 26% of these were Wheaton Park District residents and zoo members, that means that about 11,532 of seniors paid admission. Assuming that 33% of these were between the ages of 60-64, 3,806 would each pay an additional \$1 with an age designation of 60.

Children are harder to quantify since we are unable to efficiently track ages of child visitors. However, 79,212 children visited the zoo in 2023, with about 58,617 of these being non-resident. If even 2% or 1,172 of these are between the ages of 12 (proposed age designation) and 17, this would equate to an additional \$11,720 in revenue (1,172 X adult admission of \$10).

**POTENTIAL ADDITIONAL REVENUE:**

<b>Age</b>	<b>INCREASE REVENUE</b>
Seniors	\$ 3,806
Children ages 13-17	\$11,720
<b>Total</b>	<b>\$15,526</b>

**STAKEHOLDER PROCESS**

N/A

**LEGAL REVIEW**

N/A

**ATTACHMENTS**

None

**ALTERNATIVES**

Keep age designations as is.

**RECOMMENDATION**

Staff recommends the following age designations be utilized at Cosley Zoo:

<b>NEW AGE DESIGNATIONS</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Child (0-11 yrs)	FREE	FREE
Adult (12-59 yrs)	FREE	\$10.00
Seniors (60+ yrs)	FREE	\$ 9 00



TO: Board of Commissioners

FROM: Susan Wahlgren, Director, Cosley Zoo

THROUGH: Mike Benard, Executive Director

RE: Approval of Payments exceeding \$10,000

DATE: November 4, 2024



**SUMMARY:**

Cosley Zoo once again partnered with J.B.R. Fundways Inc for carnival rides placed in Cosley Zoo’s front lawn from October 1-31, 2024. J.B.R. Fundways has successfully provided rides for the Cosley Zoo Pumpkin Fest since 2014 as well as the Taste of Wheaton and July 3<sup>rd</sup> Fireworks.

The agreement calls for a 75/25 split of revenue with 25% going to Cosley Zoo. The partnership grossed \$59,220.80 in total ticket sales in 2024. This resulted in earnings of \$14,805.20 for Cosley Zoo (25%) and a payment of \$44,415.60 (75%) to J.B.R. Fundways. All revenues are processed through the zoo operating budget.

The gross revenue was verified by the Wheaton Park District Finance Department.

<b>Gross Sales Cosley Zoo Carnival Rides</b>	<b>25% Share Cosley Zoo</b>	<b>75% Share J.B.R. Fundways</b>
\$59,220.80	\$14,805.20	\$44,415.60

**PREVIOUS COMMITTEE/BOARD ACTION:**

In November 2023, the Wheaton Park District Board of Commissioners approved payment for the 2023 Cosley Zoo Pumpkin Fest carnival rides service in the amount of \$35,284.43 to J.B.R. Fundways. Cosley Zoo received \$11,761.47 in 2023.

**REVENUE OR FUNDING IMPLICATIONS:**

Cosley Zoo will net \$14,805.20 in its 2024 operational revenue.

**RECOMMENDATION:**

Staff requests the Board of Commissioners’ approval for the payment of \$44,415.60 to J.B.R. Fundways.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Community Center Phase 2 Interiors – Change Order #6

DATE: October 2, 2024



**SUMMARY:**

Work on the Community Center phase 2 interiors is substantially complete. As a result of negotiations, several of the previous change orders that were approved in October have been reduced to no charge and a credit has been provided for an error in the lockers. This is the final change order to close out the contract.

CR30	Spa deck structural repairs	\$0.00
CR32	Bucket switch credit	\$0.00
CR33	Steam rooms door seal	\$0.00
CR34	Additional grab bars and coat hooks	\$0.00
CR35	Deduct for change in locker sizing	\$(7,500.00)
	<b>Total Change</b>	<b>\$(7,500.00)</b>

**PREVIOUS COMMITTEE/BOARD ACTION:**

The original contract with Stuckey Construction was approved at the August 14, 2023 board meeting, along with a 10% contingency for this project. Change orders 1 to 5 were approved as noted below.

**REVENUE OR FUNDING IMPLICATIONS:**

The original contract	\$3,945,000.00	Approved August 14, 2023
Change Order #1	\$12,003.56	Approved November 29, 2023
Change Order #2	\$30,843.89	Approved January 17, 2024
Change Order #3	\$(68,112.52)	Approved March 20, 2024
Change Order #4	\$30,366.11	Approved April 17, 2024
Change Order #5	\$7,278.55	Approved May 15, 2024
Change Order #6 revised	\$(7,500.00)	Current Recommendation
<b>Total</b>	<b>\$3,945,687.47</b>	\$393,812.53 contingency remaining

**STAKEHOLDER PROCESS:**

Our architect reviewed these changes and recommended approving them. Community Center staff continues to be involved throughout the construction process.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Williams recommendation letter

Stuckey quotes

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends Change Order #6 in the amount of \$4,234.42 approved at October 23, 2024 Board meeting be rescinded.

Staff recommends the Wheaton Park District Board of Commissioners approve a revised Change Order #6 in the amount of a \$(7,500) credit with Stuckey Construction.

30 October 2024

Steve Hinchee, Supt. of Planning  
Wheaton Park District  
102 East Wesley Street  
Wheaton, IL 60187

**Re: Community Center Remodeling Phase 2**  
**Project No. 2023-023**  
**Change Order #6**

Dear Steve,

We have reviewed the proposed Change Orders prepared by Stuckey Construction Company for the subject project as indicated in the Statement of the Issue dated 6 November 2024 prepared by yourself and Rob Sperl. All of the proposed changes became necessary due to unforeseen conditions or minor additions to the project scope adding value to the project. The proposed changes have been reviewed against contract document requirements and appear to be justified, with the change order amounts appropriately documented with supporting backup as required. Additionally, the values of the Change Orders were negotiated with Stuckey Construction Company to reflect that Substantial Completion for the Locker Rooms was achieved later than the date stipulated in the Contract.

We support staff's recommendation to approve these changes and process a change order to Stuckey Construction Company as a deduct to the Contract of \$7,500.00.

Cordially,



Scott Morlock, AIA, NCARB, LEED AP  
Associate Principal

cc: Tom Poulos - Williams Architects





2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph : (847)336-8575

**Change Request**

To: Scott Morlock  
Williams Architects  
500 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 30  
Date: 4/26/24  
Job: 23-067 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: Spa Deck structural repair

We are pleased to offer the following specifications and pricing to make the following changes:

SCC: (12) hrs @\$0=\$0 Materials \$0

Subtotal: \$0

SCC:\$0  
Total: \$0

Description	Labor	Material	Equipment	Subcontract	Other	Price
Carpentry						
			scc			
					Subtotal:	\$0.00
						\$0.00
					<b>Total:</b>	<b>\$0.00</b>

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph : (847)336-8575

**Change Request**

To: Scott Morlock  
Williams Architects  
500 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 32  
Date: 7/22/24  
Job: 23-067 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: Credit for Square D Bucket switch

We are pleased to offer the following specifications and pricing to make the following changes:  
Kellenberger Deduct: <\$0>

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical Subcontractor						
					Subtotal:	\$0.00
					<b>Total:</b>	<b>\$0.00</b>

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_





Change Order  
CO 2376.013

GC: Stuckey Const.  
ATTN: Chad Nate

Date: 6/28/2024  
Job Name: Wheaton PD Phase 2

PM: Sam Odom

You are hereby authorized to perform the following specifically described work:

Bucket switch  
Deduct bucket switch Materials only for twin 200A bucket switch that has been on order with Steiner from Square D since Dec 23.  
Purchaser to buy direct bucket switch with all applicable parts for bus connections. Once purchaser has bucket switch work will be scheduled.

Original bucket switch quote attached for backup

<u>Estimate</u>		<u>Amount</u>
Gear	\$	(3,750.00)

TOTAL THIS CHANGE ORDER: \$ (3,750.00)

Date \_\_\_\_\_ Authorizing Signature Tim Kellenberger  
We hereby agree to furnish labor and materials-complete in accordance with above specifications, at above stated price.

PLEASE SIGN AND RETURN ONE COPY

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.  
Note: This revision becomes part of, and in conformance with, the existing contract.



Expiration Date: 12/15/23

### Quotation

**TO:**

KELLENBERGER ELECTRIC INC  
Attn:SAM ODOM  
1540 FLEETWOOD DR  
ELGIN, IL 60123-7127

**Project Info:**

Project: WHEATON PD  
Job #: 121703  
Bid Date: 11/15/23  
Bid Time: 02:00 PM CST  
Quoter: CERMAK, JOHN

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
------	----------	--------	-------------	--------------	------------	-----------

Lead times are subject to change and should be confirmed at time of order.

**NOTES:**

- 1. PLEASE VERIFY THE BILL OF MATERIAL.
- 2. QMB334TW IS OBSOLETE. REPLACED WITH QMJ364T

200/200A TWIN	1	Stock	SQD QMJ364T FUSIBLE QMJ 600V QMB334TW CROSS OVER TO THE QMJ364T NO STOCK @ SQUARE D. I WOULD ESTIMATE 4-5 WEEKS	Unit	3,749.520/ea	3,749.52
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**From:**

STEINER ELECTRIC - HEADQUARTERS  
GENERAL CONTACT 847-228-0400  
1200 N ARLINGTON HTS RD  
SUITE 400  
ITASCA, IL 60143  
Printed By: CERMAK, JOHN  
John Cermak  
Gear Quotations Specialist

**Notes**

TRANSACTIONS BASED ON THIS QUOTE WILL BE GOVERNED BY STEINER'S TERMS & CONDITIONS OF SALE. A COPY CAN BE FOUND AT STEINERELECTRIC.COM OR UPON REQUEST.





2020 N. Lewis Ave.  
Waukegan, IL 60087  
Ph : (847)336-8575

**Change Request**

To: Scott Morlock  
Williams Architects  
500 Park Boulevard  
Suite 800  
Itasca, IL 60143  
Ph: 630-221-1212 Fax: 630-221-1220

Number: 33  
Date: 8/27/24  
Job: 23-067 Wheaton PD Comm Ph 2 Remodel  
Phone:

Description: Added hardware to Steam room doors

We are pleased to offer the following specifications and pricing to make the following changes:

Mark Industries: \$0  
SCC: \$0

Total: \$0

Description	Labor	Material	Equipment	Subcontract	Other	Price
Aluminum Windows						
			scc			
					Subtotal:	\$0.00
						\$0.00
					Total:	\$0.00

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



2020 N. Lewis Ave.  
 Waukegan, IL 60087  
 Ph : (847)336-8575

**Change Request**

**To:** Scott Morlock  
 Williams Architects  
 500 Park Boulevard  
 Suite 800  
 Itasca, IL 60143  
 Ph: 630-221-1212 Fax: 630-221-1220

**Number:** 34  
**Date:** 9/4/24  
**Job:** 23-067 Wheaton PD Comm Ph 2 Remodel  
**Phone:**

**Description:** Additional Grab Bars and hooks for Mobility Impairment

We are pleased to offer the following specifications and pricing to make the following changes:  
 Furnish and install coat hooks and grab bars; Add \$0

Description	Labor	Material	Equipment	Subcontract	Other	Price
Carpentry Toilet Part. Metal						
		scc markup on materials			Subtotal:	\$0.00
					<b>Total:</b>	\$0.00
If you have any questions, please contact me at .						

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



3166 Commercial Ave. | Northbrook, IL 60062  
 P: 847-480-7887 | F: 847-480-7888

## QUOTE

Date	Quote#
09/11/2024	032325R1313297-05

Sold To : Stuckey Construction  
 Paul Stuckey Project Manager  
 2020 North Lewis Ave.  
 Waukegan, Illinois 60087

Phone :  
 Email : paul@stuckeyconstruction.com

Ship To : 23-067 Wheaton Park District Community  
 Center  
 Paul Stuckey Project Manager  
 1777 S Blanchard Street  
 Wheaton, Illinois 60189

Phone :  
 Email : paul@stuckeyconstruction.com

Job Name : 23-067 Wheaton Park District Community Center

### Grab Bars

Terms	Rep	P.O.Number	Ship Via
ASAP	David Seres dseres@prestigedistributioninc.com		

Qty	Manufacturer	No.	Description
5	Bobrick	B6806x54	1.5 Dia. Grab-Bar w/ Snap-Flange: 54 Long
5	Bobrick	B6806x18	1.5 Dia. Grab-Bar w/ Snap-Flange: 18 Long
6	Bobrick	B6806x48	1.5 Dia. Grab-Bar w/ Snap-Flange: 48 Long
2	Bobrick	B6806x36	1.5 Dia. Grab-Bar w/ Snap-Flange: 36 Long
8	ASI	0751	Robe Hook - Heavy Duty - Satin Chrome Plated Brass - Surface Mounted, Concealed
1	Bobrick	Freight	

Notes:  
 - Field Measurement by OTHERS

Materials : \$1,700.00

Materials : \$1,700.00

Sales Tax : \$0.00

Installations : \$0.00

Freight : \$0.00

Total \$1,700.00

Approved Signature \_\_\_\_\_

Date \_\_\_\_\_

PO# \_\_\_\_\_

**\*\* Please consider TERMS and CONDITIONS that are attached at the conclusion of this proposal \*\***



2020 N. Lewis Ave.  
 Waukegan, IL 60087  
 Ph : (847)336-8575

**Change Request**

**To:** Scott Morlock  
 Williams Architects  
 500 Park Boulevard  
 Suite 800  
 Itasca, IL 60143  
 Ph: 630-221-1212 Fax: 630-221-1220

**Number:** 35  
**Date:** 10/25/24  
**Job:** 23-067 Wheaton PD Comm Ph 2 Remodel  
**Phone:**

**Description:** Change in locker sizing

We are pleased to offer the following specifications and pricing to make the following changes:

Prestige: Deduct for change in locker sizing Deduct \$<7,500>

Description	Labor	Material	Equipment	Subcontract	Other	Price
Toilet Part. Metal				\$-7,500.00		\$-7,500.00
					Subtotal:	\$-7,500.00
					<b>Total:</b>	<b>\$-7,500.00</b>

If you have any questions, please contact me at .

Submitted by: Brian Andrews

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: Wheaton Sanitary District Northside Interceptor Project – Release of Easement and Amendment to License Agreement

DATE: November 6, 2024

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**SUMMARY:**

The Wheaton Sanitary District (WSD) has completed their work on the Northside Interceptor project. Previously we granted a license agreement and an easement agreement in partnership with the Forest Preserve District of DuPage County (FPDDC), who co-owns approximately half of the Lincoln Marsh with us. The FPDDC has ordinances related to easements that required the WSD to pay a substantial fee for these agreements and to compensate for the anticipated removal of trees along the extents of the project.

Due to permitting limitations, the WSD completed the project without removing most of the trees they had previously paid to compensate for and has requested a partial refund of the fee they paid to the park district and the FPDDC. The refund requested has been reduced to account for administrative time and legal fees incurred reviewing these documents.

**PREVIOUS COMMITTEE/BOARD ACTION:**

Easements within the Lincoln Marsh were previously approved in January and May of 2017.

**REVENUE OR FUNDING IMPLICATIONS:**

The tables included as attachments in the easement and license agreement outline the fees paid in 2017 and the refund requested. In 2017, the park district and the FPDDC each received \$179,266.60. The refund calculated that would be returned to the WSD from each agency would be \$148,113.22. This would be reduced by (\$8,963.32) for a total due from the park district of \$139,149.90. Please note that the FPDDC administrative and legal fees were a larger amount since they took the lead in drafting these documents and the field work necessary to calculate the fees and monitor construction.

This refund has been budgeted in FY2025 in account 40-800-822-52-5210-0000.

**STAKEHOLDER PROCESS:**

Not applicable.

**LEGAL REVIEW:**

These agreements have been reviewed by our attorney who provided the attached recommendation that the agreements are acceptable.

**ATTACHMENTS:**

Attorney Recommendation

Release of Easement

License agreement

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District approve “Easement Agreement for the Release of an Easement in Lincoln Marsh Forest Preserve” and “An Amendment to a License Agreement for Temporary Access and Work Activities within Lincoln Marsh Forest Preserve” with the Wheaton Sanitary District and the Forest Preserve District of DuPage County.

**Day & Robert, P.C.**

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ATTORNEYS AT LAW

300 E. 5th Avenue  
Suite 365  
Naperville, Illinois 60563  
630-637-9811  
Fax 637-9814  
www.drm.law

SCOTT M. DAY  
RACHEL K. ROBERT

---

KELLI M. SMITH  
*Of Counsel*

October 3, 2024

**VIA EMAIL ONLY**

[rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org)

Mr. Rob Sperl  
Director of Parks and Planning  
Wheaton Park District  
1000 Manchester Road  
Wheaton, Illinois 60187

*RE: Wheaton Park District/Wheaton Sanitary District Northside Interceptor Project  
Legal Review of An Amendment to a License Agreement for Temporary Access and Work  
Activities Within Lincoln Marsh Forest Preserve (draft date 10-1-24) AND Easement  
Agreement for the Release of an Easement in Lincoln Marsh Forest Preserve (draft date  
9-26-24)*

Dear Rob:

Per your request, I have reviewed the proposed drafts of the above two agreements and find both to be acceptable, with the caveat that I trust you and/or other staff have verified that the refund calculation set forth on the Easement and License Refund Report you also provided to me is correct.

Should you have any questions or require anything further, please let me know.

Very truly yours,

  
Rachel K. Robert

RKR:kg

Prepared by and return to:  
Forest Preserve District of  
DuPage County  
C/O Land Preservation Manager  
P.O. Box 5000  
Wheaton, IL 60189-5000

Property Address:  
Vacant land South of Lincoln Avenue  
extended and West of Lyon Avenue  
Wheaton, Illinois 60187  
P.I.N.: 05-17-110-005 (part)

**EASEMENT AGREEMENT FOR THE RELEASE OF AN EASEMENT IN  
LINCOLN MARSH FOREST PRESERVE**

THIS EASEMENT AGREEMENT is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "Forest Preserve District"), the Wheaton Park District, a body politic and corporate (hereinafter referred to as the "Park District") and the Wheaton Sanitary District, a body politic and corporate (hereinafter referred to as the "Sanitary District").

**WITNESSETH:**

WHEREAS, the Forest Preserve District and Park District each have a one-half interest as tenants in common in certain portions of the Lincoln Marsh Forest Preserve (hereinafter referred to as "Lincoln Marsh"); and

WHEREAS, on November 17, 2017, the Forest Preserve District and Park District granted an easement to the Sanitary District (hereinafter "Sanitary District") for the construction, operation, and maintenance of a sanitary sewer interceptor within Lincoln Marsh and such easement was recorded at the DuPage County Recorder's Office as document R2018-024062, attached hereto and incorporated herein as **Exhibit A**. Said easement is legally described and depicted in **Exhibit B**, attached hereto and incorporated herein (hereinafter "Easement Area"); and

WHEREAS, the Sanitary District has determined that the sanitary sewer interceptor will not be constructed within the Easement Area and that the easement is not needed; and

WHEREAS, the Sanitary District has requested that the easement recorded as document R2018-024062 be released and the easement fees that were paid to the Forest Preserve District and the Park District be refunded. The Sanitary District paid a total of \$42,276.20 in easement fees, with the Forest Preserve District receiving half of the easement fees (\$21,138.10) and the Park District receiving half of the easement fees (\$21,138.10); and



WHEREAS, the Sanitary District, Forest Preserve District, and Park District have determined that the easement is no longer needed, and it is reasonable and in the public interest to release the easement within the Easement Area, subject to the terms and conditions set forth herein.

**NOW, THEREFORE, IT IS AGREED** by the Sanitary District, Forest Preserve District, and Park District as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Easement Agreement.

**2.0 RELEASE OF EASEMENT**

2.1 The Sanitary District hereby releases, terminates, and quitclaims any and all right, title and interest in and to the Easement Area and the easement legally described and depicted in Exhibit B and recorded as document R2018-024062.

**3.0 REFUND OF FEES**

3.1 The Sanitary District, Park District, and Forest Preserve District hereby agree to the refund of easement fees in accordance with the Wheaton Sanitary District Easement and License Refund Report – Lincoln Marsh, attached hereto and incorporated herein as **Exhibit C**.

3.2 Within 120 days of recording this Easement Agreement, the Forest Preserve District shall refund to the Sanitary District a portion of the easement fees it received for granting the easement minus staff and administrative expenses related to granting the easement in the amount of \$3,170.71. The Forest Preserve District net easement fees to be refunded to the Sanitary District are \$17,967.39.

3.3 Within 120 days of recording this Easement Agreement, the Park District shall refund to the Sanitary District a portion of the easement fees it received for granting the easement minus staff and administrative expenses related to granting the easement in the amount of \$1,056.90. The Park District net easement fees to be refunded to the Sanitary District are \$20,081.20.

**4.0 RECORDING**

4.1 Upon execution, this Easement Agreement shall be recorded in the DuPage County Recorder's Office by the Forest Preserve District.

**5.0 MISCELLANEOUS TERMS**

5.1 All rights, title, and privileges herein granted shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

5.2 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Easement Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.

5.3 This Easement Agreement shall be executed in triplicate, and each party shall retain a fully executed original, all of which shall be deemed to be one Easement Agreement.

IN WITNESS WHEREOF, the parties have entered into this Easement Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHEATON SANITARY DISTRICT**

By: Jeffrey R Walker  
Jeffrey R Walker, President

Attest: Sarah K Gagliardi  
Sarah Gagliardi, Secretary

**FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
Daniel Hebreard, President

Attest: \_\_\_\_\_  
Judith Malahy, Secretary

**WHEATON PARK DISTRICT**

By: \_\_\_\_\_  
John Kelly, President

Attest: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Prepared by and return to:  
Forest Preserve District of  
DuPage County  
C/O Executive Director  
P.O. Box 5000  
Wheaton, IL 60189-5000

VACANT LAND  
P.I.N.: 05-17-110-005 (pt.)

AN EASEMENT AGREEMENT FOR THE CONSTRUCTION  
AND MAINTENANCE OF A SANITARY INTERCEPTOR SEWER  
IN THE LINCOLN MARSH FOREST PRESERVE

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), the Wheaton Park District, a body politic and corporate (hereinafter referred to as the "PARK DISTRICT") and the Wheaton Sanitary District, a body politic and corporate (hereinafter referred to as the "SANITARY DISTRICT").

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT each have a one-half interest as tenants in common in certain portions of the Lincoln Marsh Forest Preserve (hereinafter referred to as "**Lincoln Marsh**"); and

WHEREAS, the SANITARY DISTRICT has an existing sanitary interceptor within previously granted permanent easements located within certain portions of **Lincoln Marsh** and areas adjacent to **Lincoln Marsh**; and

WHEREAS, the SANITARY DISTRICT requests the granting of a new easement within a certain portion of **Lincoln Marsh** for the construction and future maintenance of a new sanitary interceptor sewer; and

WHEREAS, the SANITARY DISTRICT's proposed installation of a new sanitary interceptor in **Lincoln Marsh** within previously granted permanent easements and the new easement is part of a much larger project undertaken by the SANITARY DISTRICT, said larger project known as the Northside Interceptor Sewer (hereinafter referred to as "**NSI**"); and

WHEREAS, that portion of the NSI to be installed within **Lincoln Marsh** is hereinafter referred to as “**NSI Lincoln Marsh Project**”; and

WHEREAS, the FOREST PRESERVE DISTRICT, PARK DISTRICT and SANITARY DISTRICT are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the SANITARY DISTRICT, pursuant to a duly passed ordinance, has determined that it is necessary to acquire a permanent easement for a sanitary interceptor sewer over a portion of **Lincoln Marsh** legally described and depicted in the Easement Exhibit attached hereto as **Exhibit “A”** (hereinafter referred to as “**Easement Area**”); and

WHEREAS, access to the **Easement Area** and work activities in the **Easement Area** includes all access and all work activities commonly used in constructing and installing sanitary sewers, including, without limitation, excavating, filling, stockpiling of materials, storage of equipment and materials, storage and removal of excess or unneeded materials, and post completion restoration work (hereinafter referred to as “**Work Activities**”);

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT have determined that it is reasonable, necessary and in the public interest and welfare to grant the SANITARY DISTRICT a permanent easement for the sanitary interceptor sewer, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

**2.0 EASEMENT GRANTED**

2.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT hereby grant the SANITARY DISTRICT a permanent easement for the construction and maintenance of a sanitary interceptor within the **Easement**

**Area** on the terms and conditions as provided for in this Agreement.

2.2 The SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT'S designated project representative (Kevin Stough, 630-933-7235) no less than five (5) business days prior to the first access to the **Easement Area**. SANITARY DISTRICT shall make any independent contractor accessing the **Easement Area** aware of the terms and conditions of this Agreement.

2.3 The SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT'S designated project representative within two (2) days after the completion of the **Work Activities**.

### 3.0 SCOPE OF PROJECT

3.1 The SANITARY DISTRICT shall design, permit, construct and maintain the **NSI Lincoln Marsh Project**. Implementation of the **NSI Lincoln Marsh Project** shall be in accordance with the plan drawings (hereinafter referred to as the "Final Plan") prepared by Baxter and Woodman, Inc. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.2 The SANITARY DISTRICT shall pay all fees and costs necessary to design, permit, construct and implement the **NSI Lincoln Marsh Project** and as provided for in this Agreement.

### 4.0 FOREST PRESERVE DISTRICT AND PARK DISTRICT RIGHTS AND RESPONSIBILITIES

4.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT may review and issue comments to the SANITARY DISTRICT regarding the Final Plans within ten (10) days of receipt thereof.

4.2 The FOREST PRESERVE DISTRICT and PARK DISTRICT may attend any pre-bid meetings, construction progress meetings or site visits conducted by the SANITARY DISTRICT for the **NSI Lincoln Marsh Project** with proper advance notice from the SANITARY DISTRICT.

4.3 Upon advance notice by the SANITARY DISTRICT to the FOREST PRESERVE DISTRICT and PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the bid documents including, but not limited to any proposed bidding addenda, field adjustments, or change orders, the

FOREST PRESERVE DISTRICT and PARK DISTRICT shall provide reasonably prompt review and comment(s) regarding the proposed changes.

- 4.4 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall provide appropriate staff representative(s) and/or consultant(s) to attend the final inspection of the **NSI Lincoln Marsh Project** and any field inspections, as scheduled and coordinated by the SANITARY DISTRICT. The SANITARY DISTRICT shall, in an appropriate and timely manner, properly address and correct any noted deficiencies that are determined to exist in any part or component of the **NSI Lincoln Marsh Project**.
- 4.5 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this Agreement.

#### **5.0 FEES AND COSTS**

- 5.1 The SANITARY DISTRICT shall pay the fees and costs as provided for in this Agreement. The easement fees to be paid by the SANITARY DISTRICT to the FOREST PRESERVE DISTRICT and PARK DISTRICT for the granting of the easement shall be based on 1) a permanent easement fee and 2) the value of the trees within the **Easement Area** in accordance with the FOREST PRESERVE DISTRICT's Easement and License Ordinance (No. 96-096). The fee for the permanent easement is \$9,785.20, which is based on \$24,463 per acre ( $\$24,463 \times 0.40 \text{ acres} = \$9,785.20$ ). The value of trees within the **Easement Area** has been determined by the FOREST PRESERVE DISTRICT to be \$32,491.00. The total fees owed by the SANITARY DISTRICT is \$42,276.20, of which one-half (\$21,138.10) is to be paid to the FOREST PRESERVE DISTRICT and one-half (\$21,138.10) is to be paid to the PARK DISTRICT. The total fees shall be paid to the FOREST PRESERVE DISTRICT and PARK DISTRICT within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT and PARK DISTRICT.

#### **6.0 PERMITS AND APPROVALS**

- 6.1 The SANITARY DISTRICT shall complete the design of the **NSI Lincoln Marsh Project**, including all plan sets, drawings, specifications and cost estimates necessary to publicly solicit bids for the **NSI**

**Lincoln Marsh Project.** The FOREST PRESERVE DISTRICT and PARK DISTRICT may review and issue comments to the SANITARY DISTRICT regarding the Final Plans within ten (10) business days of receipt thereof in accordance with paragraph 4.0 above. The SANITARY DISTRICT agrees to cooperate with the FOREST PRESERVE DISTRICT and PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any proposed bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review and comment. The final versions of the aforesaid documents, together with any invitations to bid, bid notices and addendums, contractor contracts shall be provided to the FOREST PRESERVE DISTRICT and PARK DISTRICT prior to publishing any invitation to bid.

6.2 The SANITARY DISTRICT shall obtain all necessary permits or other approvals required for the NSI **Lincoln Marsh Project.** The SANITARY DISTRICT shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the **Easement Area** or exercises any rights conferred under this Agreement.

6.3 It has been documented by FOREST PRESERVE DISTRICT staff that the Illinois State Endangered Blanding's Turtle (*Emydoidea blandingii*) is present at **Lincoln Marsh.** As such, the SANITARY DISTRICT will be responsible for obtaining all applicable and necessary federal, state and, local permits pertaining to the presence of any and all endangered and threatened plant and wildlife species.

6.4 To avoid or minimize adverse impacts to protected resources, SANITARY DISTRICT shall notify FOREST PRESERVE DISTRICT no less than ten (10) business days prior to beginning construction within the **Easement Area** if construction is anticipated to begin April – October. If construction is anticipated to begin November – March, SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT in the October prior to construction. Upon notification, the FOREST PRESERVE DISTRICT shall survey the **Easement Area** for presence of State Endangered Blanding's Turtles and relocate any turtles to suitable habitat outside of the **Easement Area** and within the individual turtle's home range. The FOREST PRESERVE DISTRICT shall train SANITARY DISTRICT and their contractors to identify Blanding's Turtles and their habitats. SANITARY DISTRICT and their contractors shall

conduct daily inspections and immediately notify FOREST PRESERVE DISTRICT if a Blanding's Turtle is observed.

6.5 The SANITARY DISTRICT agrees to provide the FOREST PRESERVE DISTRICT and PARK DISTRICT with as-built record drawings of the **NSI Lincoln Marsh Project** within ninety (90) days following completion of the **NSI**.

## 7.0 INSURANCE

7.1 Before commencing with access to and work activities within the **Easement Area**, each contractor engaged to perform any work on the **Easement Area** shall obtain the following insurance coverages, which shall be maintained in force until the FOREST PRESERVE DISTRICT has accepted the restoration work within the **Easement Area**:

- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
- (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
- (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
  - (i) premises/operations coverage;
  - (ii) products/completed operations coverage;
  - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 15);
  - (iv) personal injury coverage (with the employment exclusion deleted);
  - (v) broad form property damage coverage;
  - (vi) explosion, collapse and underground coverage; and
  - (vii) independent contractor liability coverage.



- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide “occurrence” based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT and PARK DISTRICT as additional insured.

7.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a “Best” rating of “A” or higher. The SANITARY DISTRICT and its contractors shall provide the FOREST PRESERVE DISTRICT and PARK DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the **Easement Area**. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days’ prior written notice to the FOREST PRESERVE DISTRICT and PARK DISTRICT. The SANITARY DISTRICT shall not allow any contractor to commence work on the **Easement Area** until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT and PARK DISTRICT. Each contract between the SANITARY DISTRICT and a contractor performing work on the **Easement Area** shall provide that the FOREST PRESERVE DISTRICT and PARK DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

7.3 The SANITARY DISTRICT shall procure and maintain a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the **Easement Area**. The policy shall (a) provide “occurrence” based coverage; (b) be issued by a company authorized to transact business in this State of Illinois and with a Best rating of “A” or higher; (c) include an endorsement naming the FOREST PRESERVE DISTRICT and PARK DISTRICT as an additional insured; (d) include contractual liability coverage; and (e) not be

subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT and PARK DISTRICT, unless otherwise agreed to in writing between the SANITARY DISTRICT, FOREST PRESERVE DISTRICT and PARK DISTRICT. The SANITARY DISTRICT shall provide evidence of said insurance coverage during the **Work Activities** on the **NSI Lincoln Marsh Project** and as requested thereafter by furnishing the FOREST PRESERVE DISTRICT and PARK DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

#### 8.0 CONSTRUCTION ACTIVITY

- 8.1 Prior to commencing access and **Work Activities** within the **Easement Area**, the SANITARY DISTRICT shall delineate the **Easement Area** and all **Work Activities** shall be confined to the **Easement Area**. Delineation shall be made by high visibility silt fence or construction/snow fencing installed in accordance with applicable ordinances and permits from DuPage County.
- 8.2 All **Work Activities** shall be confined within the **Easement Area**, including, but not limited to, the movement and storage of equipment and materials. All trees, stumps and other debris resulting from the **Work Activities** shall be legally disposed of off of **Lincoln Marsh** premises. No construction personnel shall be permitted outside the designated areas while engaged in construction activities.
- 8.3 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the **NSI Lincoln Marsh Project**. In no event shall the FOREST PRESERVE DISTRICT and PARK DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the **Easement Area**, including, but not limited to, the employees of the SANITARY DISTRICT or of any contractor, subcontractor, agent or consultant.
- 8.4 The SANITARY DISTRICT shall maintain the **Easement Area** in accordance with applicable safety rules and regulations.
- 8.5 In the event the SANITARY DISTRICT, its employees or agents, or any contractor or subcontractor engaged to perform work on the **Easement Area** causes any damage to trees, shrubs, or other vegetation

or landscaping, or any improvements lying outside the boundaries thereof, the SANITARY DISTRICT shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the SANITARY DISTRICT shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

## 9.0 RESTORATION

9.1 It is noted that the PARK DISTRICT maintains a wood mulch trail within the **Easement Area** and has planted trees adjacent to the wood mulch trail. Following completion of the **NSI Lincoln Marsh Project**, all areas affected or disturbed within the **Easement Area** by the **Work Activities** shall be restored to the conditions that exist prior to the **Work Activities**. The grass areas within the Easement Area shall be seeded with the seed mix described in **Exhibit "B"** attached hereto and a part of this Agreement. The seed mix shall be of a local genotype from within 50 miles of DuPage County and purchased from a local supplier. In order to ensure that all affected areas are properly restored, the SANITARY DISTRICT has previously paid a restoration deposit of \$50,000.00 with the License Agreement between the parties and dated January 3, 2017 for the **NSI Lincoln Marsh Project**. All restoration work shall be subject to FOREST PRESERVE DISTRICT and PARK DISTRICT acceptance. The SANITARY DISTRICT funds deposited with the FOREST PRESERVE DISTRICT shall be refunded, without interest, upon the satisfactory performance of the restoration of all affected areas and the acceptance thereof by the FOREST PRESERVE DISTRICT.

9.2 If the SANITARY DISTRICT fails to properly restore the **Easement Area** or fails to restore any damage occurring outside the boundaries thereof as required under paragraph 8.5 within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or

corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. The SANITARY DISTRICT shall reimburse the FOREST PRESERVE DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for payment.

#### **10.0 INDEMNIFICATION**

10.1 To the extent permitted by law, the SANITARY DISTRICT shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT and PARK DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the **Work Activities**, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the SANITARY DISTRICT or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the FOREST PRESERVE DISTRICT and PARK DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the SANITARY DISTRICT or its contractors, subcontractors, consultants, employees or agents, the SANITARY DISTRICT shall promptly, to the extent allowed by law, indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees.

10.2 To the extent permitted by law, the SANITARY DISTRICT shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new sanitary

interceptor caused by defective materials, workmanship or construction methods.

- 10.3 The obligation on the part of the SANITARY DISTRICT to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT is perpetual.
- 10.4 The SANITARY DISTRICT shall require each contractor who performs any work on the **Easement Area**, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT to the same extent as required of the SANITARY DISTRICT under paragraph 10.0, and the SANITARY DISTRICT shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT and PARK DISTRICT to be a third-party beneficiary of the indemnification provision.
- 10.5 The SANITARY DISTRICT shall promptly pay all costs and expenses relating to any and all work within the **Easement Area** and shall not allow any liens on FOREST PRESERVE DISTRICT and PARK DISTRICT property as a result of the work. To the extent permitted by law, the SANITARY DISTRICT shall defend, indemnify and hold the FOREST PRESERVE DISTRICT and PARK DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

#### **11.0 BREACH OF AGREEMENT**

- 11.1 If a party reasonably believes that a breach of this Agreement has occurred or is occurring, the party shall serve written notice thereof upon the party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The party alleged to have committed the breach shall have 30 days within which to cure the violation. If the party in violation is the SANITARY DISTRICT, and the SANITARY DISTRICT fails to cure the breach within the 30-day period, the FOREST PRESERVE DISTRICT or PARK DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the SANITARY DISTRICT has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the NSI to public health and safety and given the nature and scope of the NSI, remedies available to the FOREST PRESERVE DISTRICT and PARK DISTRICT do not and shall not include termination of this

Agreement or prevention of access to the **Easement Area** except as provided in Paragraph 13.7 of this Agreement.

11.2 Action by any party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 11.1.

11.3 A waiver by any party of any breach of one or more of the terms of this Agreement on the part of one of the other parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the parties under this Agreement and by law shall be cumulative.

## 12.0 **NOTICES**

12.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the PARK DISTRICT shall be directed to the Executive Director, Wheaton Park District, 102 E. Wesley Street, Wheaton, Illinois 60187. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon the SANITARY DISTRICT shall be directed to the Executive Director, Wheaton Sanitary District, 1S649 Shaffner Road, Wheaton, Illinois 60187. Notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a party alleging a breach of this Agreement shall be by certified or registered mail as set forth above. Any

party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

13.0 MISCELLANEOUS TERMS

- 13.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT hereby reserve the right to use, or permit to be used, the **Easement Area** in any manner that will not prevent or materially interfere with the exercise by the SANITARY DISTRICT of the rights granted herein.
- 13.2 If any party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 13.3 The SANITARY DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the FOREST PRESERVE DISTRICT and PARK DISTRICT with a recorded copy.
- 13.4 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.
- 13.5. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 13.6 This Agreement shall be executed in triplicate, and each party shall retain a fully executed original, all of which shall be deemed to be one Agreement.
- 13.7 At the option of the FOREST PRESERVE DISTRICT, if the SANITARY DISTRICT fails to make the payments required by this Agreement within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT and the PARK DISTRICT, the SANITARY DISTRICT shall have no access to the **Easement Area** until said payment is made in full.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates stated below.

FOREST PRESERVE DISTRICT OF  
DU PAGE COUNTY

BY: [Signature]  
Joseph Cantore, President

ATTEST: [Signature]  
Secretary

Date signed: 11/7/17

WHEATON SANITARY DISTRICT

BY: [Signature]  
Hank Stillwell, President

ATTEST: [Signature]  
Title: CLERK

Date signed: 9/13/17

WHEATON PARK DISTRICT

BY: [Signature]  
John Vires, President

ATTEST: [Signature]  
Title: Director of Parks

Date signed: 10/18/17



# Easement Exhibit

30' Permanent Easement

## LEGAL DESCRIPTION - PERMANENT EASEMENT

THE EAST 587.01 FEET OF THE SOUTH 30 FEET OF THE NORTH 141.43 FEET OF THE SOUTH 173.0 FEET OF THE SOUTH 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-17-110-005

Area of Permanent Easement = 17,610 square feet



Scale 1" = 30'

Check of the Instrument  
Prepared as follows: 10/11/2011

UNION AVENUE

UNION PACIFIC RAILROAD  
(CHICAGO & NORTHWESTERN RAILWAY)  
MANCHESTER ROAD

Block 1

Block 2

STATE OF ILLINOIS  
COUNTY OF DUPAGE

WE HEREBY CERTIFY THAT WE HAVE PREPARED THE FOREGOING PLAT OF EASEMENT FROM THE RECORDS OF GRANTING AND RECEIVING TO THE DEPARTMENT OF SURVEYING DISTRICT.

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE: APR 2, 2011 BY: [Signature]



**PLAT OF EASEMENT**

**BAXTER & WOODMAN**  
Consulting Engineers

1000 West Lake Street, Suite 200  
Chicago, Illinois 60606

Prepared by: [Signature]

Lincoln Marsh – Restoration Seed Mix

Species	lbs./acre
<b>Wetland Species List – Seed Mix</b>	
Alisma subcordatum (Common Water Plantain)	0.1645
Aster novae-angliae (New England Aster)	0.1
Aster simplex (Panicked Aster)	0.06
Carex cristatella (Crested Oval Sedge)	0.875
Carex pellita (Narrow-leaved Woolly Sedge)	0.1
Carex stipata (Common Fox Sedge)	0.4375
Carex vulpinoidea (Brown Fox Sedge)	0.875
Eleocharis erythropoda (Red-rooted Spike Rush)	0.21875
Eupatorium maculatum (Spotted Joe Pye Weed)	0.21875
Eupatorium perfoliatum (Common Boneset)	0.11025
Helenium autumnale (Sneezeweed)	0.21875
Iris virginica shrevei (Blue Flag)	0.15
Juncus torreyi (Torrey's Rush)	0.07
Leersia oryzoides (Rice Cut Grass)	0.6
Lobelia siphilitica (Lobelia siphilitica)	0.2
Mentha arvensis villosa (Wild Mint)	0.1
Mimulus ringens (Monkey Flower)	0.03
Physostegia virginiana speciose (Showy Obedient Plant)	0.1
Polygonum coccineum (Water Heartsease)	0.1
Pycnanthemum virginianum (Common Mountain Mint)	0.1
Sagittaria latifolia (Common Arrow-head)	0.875
Scirpus atrovirens (Dark Green Rush)	1.75
Scirpus validus creber (Great Bulrush)	0.21875
Spartina pectinate (Prairie Cord Grass)	1.75
Sparganium eurycarpum (Common Bur-reed)	1.25
Verbena hastata (Blue Vervain)	0.16275

## Wheaton Sanitary District Easement and License Refund Report – Lincoln Marsh

2017 Lic. Area	2017 Total Lic. Area Fee	2017 Lic. Area Fee to FPD & PD	2024 Lic. Area	2024 Total Lic. Area Fee	2024 Lic. Area Fee to FPD & PD	Total possible Lic. Area Refund	Lic. Area Refund from FPD	Lic. Area Refund from PD
4.03 Ac.	\$105,856.01 *	\$52,928.00	.28 Ac.	\$7,354.76 *	\$3,677.38	\$98,501.25	\$49,250.62	\$49,250.62
							(\$7,939.20)***	(\$2,646.40)****
							\$41,311.42	\$46,604.22
2017 Lic. Tree Removal Fee	2017 Lic. Tree Removal Fee to FPD & PD	2024 Lic. Tree Removal Fee	2024 Lic. Tree Removal Fee to FPD & PD	Total possible Lic. Tree Rem. Fee Refund	Lic. Tree Removal Fee Refund from FPD	Lic. Tree Removal Fee Refund from PD		
\$210,401.00	\$105,200.50	\$54,952.00	\$27,476.00	\$155,449.00	\$77,724.50	\$77,724.50		
					(\$15,780.07)***	(\$5,260.02)****		
					\$61,944.43	\$72,464.48		
2017 Total Ease. Fee **	2017 Ease. Fee to FPD & PD **	2024 Ease. Fee	2024 Ease. Fee to FPD & PD	Total possible Ease. Refund **	Ease. Refund from FPD **	Ease. Refund from PD**		
\$42,276.20	\$21,138.10	\$0	\$0	\$42,276.20	\$21,138.10	\$21,138.10		
					(\$3,170.71)***	(\$1,056.90)****		
					\$17,967.39	\$20,081.20		
2017 Total Fees	2017 Total Fees to FPD & PD	2024 Total Fees	2024 Total Fees to FPD & PD	Total Possible Refund	Total Refund from FPD	Total Refund from PD		
\$358,533.21	\$179,266.60	\$62,306.76	\$31,153.38	\$296,226.45	\$148,113.22	\$148,113.22		
					(\$26,889.99)***	(\$8,963.32)****		
					\$121,223.23	\$139,149.90		

\* = License Area fee is \$26,267 per acre

\*\* = Including tree fee

\*\*\* = 15% administrative fee of 2017 fees retained by Forest Preserve District

\*\*\*\* = 5% administrative fee of 2017 fees retained by Park District

**AN AMENDMENT TO A LICENSE AGREEMENT FOR TEMPORARY ACCESS AND WORK  
ACTIVITIES WITHIN LINCOLN MARSH FOREST PRESERVE**

THIS AMENDMENT TO LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), the Wheaton Park District, a body politic and corporate (hereinafter referred to as the "PARK DISTRICT") and the Wheaton Sanitary District, a body politic and corporate (hereinafter referred to as the "SANITARY DISTRICT").

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT each have a one-half interest as tenants in common in certain portions of the Lincoln Marsh Forest Preserve (hereinafter referred to as "Lincoln Marsh"); and

WHEREAS, the FOREST PRESERVE DISTRICT, PARK DISTRICT and SANITARY DISTRICT executed a License Agreement in 2017 which authorized the SANITARY DISTRICT to access and conduct work activities within a portion of Lincoln Marsh related to the SANITARY DISTRICT'S sanitary interceptor project (hereinafter "2017 License Agreement"). The 2017 License Agreement is attached hereto and incorporated herein as **Exhibit 1 to Amendment**; and

WHEREAS, the SANITARY DISTRICT did not access and conduct work activities in certain portions of the approved license areas due to the sensitive natural resources within Lincoln Marsh and only used 0.28 acres of license area out of the 4.03 acres of license area granted in the 2017 License Agreement; and

WHEREAS, the SANITARY DISTRICT has requested a refund of a portion of the license fees and tree removal fees that were paid by the SANITARY DISTRICT for the license areas that were not used and the trees that were not removed; and

WHEREAS, the FOREST PRESERVE DISTRICT, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, is empowered to grant licenses for public services; and

WHEREAS, the PARK DISTRICT, pursuant to Section 8-11 of the Park District Code, 70 ILCS 1205, is empowered to grant licenses for public services; and

WHEREAS, the FOREST PRESERVE DISTRICT, PARK DISTRICT, and SANITARY DISTRICT have determined that it is reasonable and in the public interest to amend the 2017 License Agreement to provide for a refund of a portion of the license fees and tree removal fees that were paid by the SANITARY DISTRICT, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

**2.0 2017 LICENSE AGREEMENT AMENDED**

2.1 The FOREST PRESERVE DISTRICT, PARK DISTRICT and SANITARY DISTRICT hereby amend the 2017 License Agreement by adding the below paragraph 5.1.1 to the 2017 License Agreement.

“5.1.1 The SANITARY DISTRICT has paid the fees as referenced in paragraph 5.1 herein and has completed the installation of the new sanitary interceptor. Since the SANITARY DISTRICT used only 0.28 acres of the 4.03 acres of License Area approved by this Agreement, the FOREST PRESERVE DISTRICT agrees to refund to the SANITARY DISTRICT \$41,311.42 of the license fees as referenced in the Wheaton Sanitary District Easement and License Refund Report, attached hereto and incorporated herein as **Exhibit D**, and the PARK DISTRICT agrees to refund to the SANITARY DISTRICT \$46,604.22 of the license fees as referenced in Exhibit D. The SANITARY DISTRICT also removed fewer trees related to the sanitary interceptor project than anticipated. The FOREST PRESERVE DISTRICT agrees to refund to the SANITARY DISTRICT \$61,944.43 of the tree removal fees as referenced in the attached Exhibit D, and the PARK DISTRICT agrees to refund to the SANITARY DISTRICT \$72,464.48 of the tree removal fees as referenced in Exhibit D. The FOREST PRESERVE DISTRICT and PARK DISTRICT shall pay to the SANITARY DISTRICT the refund of the license fees and tree removal fees by May 31, 2025.”

2.2 The FOREST PRESERVE DISTRICT, PARK DISTRICT and SANITARY DISTRICT hereby amend the 2017 License Agreement by attaching the Wheaton Sanitary District Easement and License Refund

Report, which is labeled as Exhibit D, to the 2017 License Agreement. The Wheaton Sanitary District Easement and License Refund Report is attached hereto and incorporated herein as **Exhibit 2 to Amendment**,

2.3 The provisions in the 2017 License Agreement not amended by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to License Agreement on the dates stated below.

**FOREST PRESERVE DISTRICT OF DU PAGE COUNTY**

BY: \_\_\_\_\_  
Karie Friling, Executive Director

ATTEST: \_\_\_\_\_  
Judith Malahy, \_\_\_\_\_

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

**WHEATON SANITARY DISTRICT**

BY: Matthew A. Lorenson  
Matthew A. Lorenson, Executive Director

ATTEST: Bernadette Jefferson  
BERNADETTE JEFFERSON TR AP

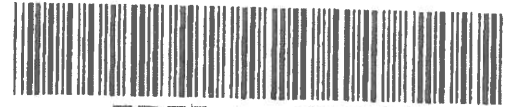
Date signed: 10/10/2024

**WHEATON PARK DISTRICT**

BY: \_\_\_\_\_  
Michael J. Benard, Executive Director

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

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



**FRED BUCHOLZ**

**DUPAGE COUNTY RECORDER**

APR. 26, 2018

4:29 PM

OTHER

\$53.00 05-08-413-008

**027 PAGES R2018-036372**

**A LICENSE AGREEMENT FOR TEMPORARY ACCESS AND WORK ACTIVITIES  
WITHIN LINCOLN MARSH FOREST PRESERVE**

(Agreement attached)

**WHEATON SANITARY DISTRICT,  
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND  
WHEATON PARK DISTRICT**

Relates to the following properties

PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (SOUTH OF WHEATON OAKS  
O-R ZONE P.U.D. PLAT RECORDED NOVEMBER 19, 1976 AS DOCUMENT R76-84403).

P.I.N.: 05-08-418-006

Common Address: Vacant property west of Gary Avenue, Wheaton, Illinois



PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (SOUTH OF  
WHEATON OAKS O-R ZONE P.U.D. PLAT RECORDED NOVEMBER 19, 1976 AS DOCUMENT  
R76-84403).

P.I.N.: 05-08-413-008

Common Address: Vacant property west of Gary Avenue, Wheaton, Illinois

This instrument prepared by and mail to:

Roger A. Ritzman  
PEREGRINE, STIME, NEWMAN,  
RITZMAN & BRUCKNER, LTD.  
221 E. Illinois Street, P.O. Box 564  
Wheaton, IL 60187-0564  
(630) 665-1900

RECEIVED

JAN 27 2017

Wheaton Sanitary District 11/17/16

**A LICENSE AGREEMENT FOR TEMPORARY ACCESS AND WORK ACTIVITIES  
WITHIN LINCOLN MARSH FOREST PRESERVE**

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), the Wheaton Park District, a body politic and corporate (hereinafter referred to as the "PARK DISTRICT") and the Wheaton Sanitary District, a body politic and corporate (hereinafter referred to as the "SANITARY DISTRICT").

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT each have a one-half interest as tenants in common in certain portions of the Lincoln Marsh Forest Preserve (hereinafter referred to as "Lincoln Marsh"); and

WHEREAS, the SANITARY DISTRICT has an existing sanitary interceptor within previously granted permanent easements located within certain portions of Lincoln Marsh (and areas adjacent to Lincoln Marsh), said easements hereafter referred to as "Easement Area" and depicted on the attached Exhibit A which is part of this Agreement; and

WHEREAS, the SANITARY DISTRICT requests the granting of a temporary license on property adjacent to the Easement Area for work activities to allow the installation of a new sanitary interceptor within the Easement Area, and said temporary license area hereafter referred to as "License Area" and depicted on the attached Exhibit A; and

WHEREAS, installation of a new sanitary interceptor in Lincoln Marsh is part of a much larger project undertaken by the SANITARY DISTRICT, said larger project known as the Northside Interceptor Sewer (NSI); and

WHEREAS, that portion of the NSI to be installed in the Easement Area in conjunction with use of the License Area is hereinafter referred to as "NSI Lincoln Marsh Project"; and



WHEREAS, access to the License Area and work activities in the License Area includes all access and all work activities commonly used in constructing and installing sanitary sewers, including, without limitation, excavating, filling, stockpiling of materials, storage of equipment and materials, storage and removal of excess or unneeded materials, and post completion restoration work (hereinafter referred to as "Work Activities");

WHEREAS, the FOREST PRESERVE DISTRICT, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, is empowered to grant licenses for public services; and

WHEREAS, the PARK DISTRICT, pursuant to Section 8-11 of the Park District Code, 70 ILCS 1205, is empowered to grant licenses for public services; and

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT have determined that it is reasonable, necessary and in the public interest and welfare to grant the SANITARY DISTRICT a license for Work Activities in the License Area, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

1.0 **INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 **LICENSE GRANTED**

2.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT hereby grant the SANITARY DISTRICT a temporary license for Work Activities on the License Area on the terms and conditions as provided for in this Agreement.

2.2 The License granted herein shall expire upon completion of the Work Activities provided that the SANITARY DISTRICT has reasonable access to the License Area after completion of the Work Activities to assure that the portion of the NSI which traverses Lincoln Marsh is operating properly. The SANITARY DISTRICT'S access to the License Area following completion of the Work Activities is subject to the terms of this Agreement and shall terminate upon completion of the NSI.

2.4 The SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT'S designated project representative (Kevin Stough, 630-933-7235) no less than five (5) business days prior to the first access to the License Area. SANITARY DISTRICT shall make any independent contractor accessing the License Area aware of the terms and conditions of this Agreement.

2.5 The SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT'S designated project representative within two (2) days after the completion of the Work Activities.

3.0 SCOPE OF PROJECT

3.1 The SANITARY DISTRICT's NSI Lincoln Marsh Project includes use of flowable fill to fill the void in the existing sanitary interceptor pipe and removal of all of the manholes (a section of the manholes closest to the pipe may remain for use in filling the void in the existing pipe).

3.2 The SANITARY DISTRICT shall design, permit, construct and maintain the NSI Lincoln Marsh Project. Implementation of the NSI Lincoln Marsh Project shall be in accordance with the plan drawings (hereinafter referred to as the "Final Plan") prepared by Baxter and Woodman, Inc. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.3 The SANITARY DISTRICT shall pay all fees and costs necessary to design, permit, construct and implement the NSI Lincoln Marsh Project and as provided for in this Agreement.

4.0 FOREST PRESERVE DISTRICT AND PARK DISTRICT RIGHTS AND RESPONSIBILITIES

4.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT may review and issue comments to the SANITARY DISTRICT regarding the Final Plans within ten (10) days of receipt thereof.

4.2 The FOREST PRESERVE DISTRICT and PARK DISTRICT may attend any pre-bid meetings, construction progress meetings or site visits conducted by the SANITARY DISTRICT for the NSI Lincoln Marsh Project with proper advance notice from the SANITARY DISTRICT.

- 4.3 Upon advance notice by the SANITARY DISTRICT to the FOREST PRESERVE DISTRICT and PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the bid documents including, but not limited to any proposed bidding addenda, field adjustments, or change orders, the FOREST PRESERVE DISTRICT and PARK DISTRICT shall provide reasonably prompt review and comment(s) regarding the proposed changes.
- 4.4 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall provide appropriate staff representative(s) and/or consultant(s) to attend the final inspection of the NSI Lincoln Marsh Project and any annual field inspections, as scheduled and coordinated by the SANITARY DISTRICT. The SANITARY DISTRICT shall, in an appropriate and timely manner, properly address and correct any noted deficiencies that are determined to exist in any part or component of the NSI Lincoln Marsh Project.
- 4.5 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this Agreement.

5.0 **FEES AND COSTS**

- 5.1 The SANITARY DISTRICT shall pay the fees and costs as provided for in this Agreement. The license fees to be paid by the SANITARY DISTRICT to the FOREST PRESERVE DISTRICT and PARK DISTRICT for the granting of the license shall be based on 1) a temporary license fee and 2) the value of the trees to be removed within the License Area in accordance with the FOREST PRESERVE DISTRICT's Easement and License Ordinance (No. 96-096). The fee for the temporary license is \$105,856.01, which is based on \$26,267 per acre ( $\$26,267 \times 4.03 \text{ acres} = \$105,856.01$ ). The value of trees to be removed from the License Area has been determined by the FOREST PRESERVE DISTRICT to be \$210,401.00 (see Exhibit B attached and a part of this Agreement). The total fees owed by the SANITARY DISTRICT is \$316,257.01, of which one-half (\$158,128.51) is to be paid to the FOREST PRESERVE DISTRICT and one-half (\$158,128.50) is to be paid to the PARK DISTRICT. The total fees shall be paid to the FOREST PRESERVE DISTRICT and PARK DISTRICT within 45

days after execution of this Agreement by the FOREST PRESERVE DISTRICT and PARK DISTRICT. Following completion of the NSI Lincoln Marsh Project, the FOREST PRESERVE DISTRICT and the SANITARY DISTRICT will confer and determine whether the SANITARY DISTRICT is entitled to a credit for trees not removed.

- 5.2 In accordance with the FOREST PRESERVE DISTRICT's Easement and License Ordinance (No. 96-096), the SANITARY DISTRICT shall also reimburse the FOREST PRESERVE DISTRICT for costs associated with the review of documents associated with the NSI Lincoln Marsh Project. Specifically, the SANITARY DISTRICT shall reimburse the FOREST PRESERVE DISTRICT for the cost of the appraisal that was conducted during the review of the previous easement that was proposed on the perimeter of Lincoln Marsh. The cost of the appraisal was \$1,400.00 and shall be paid to the FOREST PRESERVE DISTRICT within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT and PARK DISTRICT.

6.0 PERMITS AND APPROVALS

- 6.1 The SANITARY DISTRICT shall complete the design of the NSI Lincoln Marsh Project, including all plan sets, drawings, specifications and cost estimates necessary to publicly solicit bids for the NSI Lincoln Marsh Project. The FOREST PRESERVE DISTRICT and PARK DISTRICT may review and issue comments to the SANITARY DISTRICT regarding the Final Plans within ten (10) business days of receipt thereof in accordance with paragraph 4.0 above. The SANITARY DISTRICT agrees to cooperate with the FOREST PRESERVE DISTRICT and PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any proposed bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review and comment. The final versions of the aforesaid documents, together with any invitations to bid, bid notices and addendums, contractor contracts shall be provided to the FOREST PRESERVE DISTRICT and PARK DISTRICT prior to publishing any invitation to bid.
- 6.2 The SANITARY DISTRICT shall obtain all necessary permits or other approvals required for the NSI Lincoln Marsh Project. The SANITARY DISTRICT shall also comply with all applicable federal, state

and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the License Area or exercises any rights conferred under this Agreement.

- 6.3 It has been documented by FOREST PRESERVE DISTRICT staff that the Illinois State Endangered Blanding's Turtle (*Emydoidea blandingii*) is present at Lincoln Marsh. As such, the SANITARY DISTRICT will be responsible for obtaining all applicable and necessary federal, state and, local permits pertaining to the presence of any and all endangered and threatened plant and wildlife species.
- 6.4 To avoid or minimize adverse impacts to protected resources, SANITARY DISTRICT shall notify FOREST PRESERVE DISTRICT no less than ten (10) business days prior to beginning construction within License Area if construction is anticipated to begin April – October. If construction is anticipated to begin November – March, SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT in the October prior to construction. Upon notification, the FOREST PRESERVE DISTRICT shall survey the License Area for presence of State Endangered Blanding's Turtles and relocate any turtles to suitable habitat outside of the License Area and within the individual turtle's home range. The FOREST PRESERVE DISTRICT shall train SANITARY DISTRICT and their contractors to identify Blanding's Turtles and their habitats. SANITARY DISTRICT and their contractors shall conduct daily inspections and immediately notify FOREST PRESERVE DISTRICT if a Blanding's Turtle is observed.
- 6.5 The SANITARY DISTRICT agrees to provide the FOREST PRESERVE DISTRICT and PARK DISTRICT with as-built record drawings of the NSI Lincoln Marsh Project within ninety (90) days following completion of the NSI.

## 7.0 INSURANCE

- 7.1 Before commencing with access to and work activities within the License Area, each contractor engaged to perform any work on the License Area shall obtain the following insurance coverages, which shall be maintained in force until the FOREST PRESERVE DISTRICT has accepted the restoration work within the License Area and Easement Area:

- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.

- (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
- (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
  - (i) premises/operations coverage;
  - (ii) products/completed operations coverage;
  - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 15);
  - (iv) personal injury coverage (with the employment exclusion deleted);
  - (v) broad form property damage coverage;
  - (vi) explosion, collapse and underground coverage; and
  - (vii) independent contractor liability coverage.
- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT and PARK DISTRICT as additional insured.

- 7.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a "Best" rating of "A" or higher. The SANITARY DISTRICT shall provide the FOREST PRESERVE DISTRICT and PARK DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the License Area. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at

least 30 days' prior written notice to the FOREST PRESERVE DISTRICT and PARK DISTRICT. The SANITARY DISTRICT shall not allow any contractor to commence work on the License Area until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT and PARK DISTRICT. Each contract between the SANITARY DISTRICT and a contractor performing work on the License Area shall provide that the FOREST PRESERVE DISTRICT and PARK DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

7.3 The SANITARY DISTRICT shall procure and maintain during the term of this Agreement a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the License Area. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State of Illinois and with a Best rating of "A" or higher; (c) include an endorsement naming the FOREST PRESERVE DISTRICT and PARK DISTRICT as an additional insured; (d) include contractual liability coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT and PARK DISTRICT, unless otherwise agreed to in writing between the SANITARY DISTRICT, FOREST PRESERVE DISTRICT and PARK DISTRICT. The SANITARY DISTRICT shall provide evidence of said insurance coverage throughout the term of this Agreement by furnishing the FOREST PRESERVE DISTRICT and PARK DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

#### 8.0 CONSTRUCTION ACTIVITY

8.1 Prior to commencing access and Work Activities within the License Area, the SANITARY DISTRICT shall provide a barrier of protection for the License Area and Easement Area. All Work Activities shall be confined to the License Area and Easement Area. The barrier of protection shall be provided in accordance with applicable ordinances and permits from DuPage County, e.g.:

- 15-59.E.5 All undisturbed wetland, Flood Plain, waters and Buffer areas shall, at a minimum, have a barrier of protection. The barrier shall be placed at the limits of soil disturbance and consist of:
  - 15-59.E.5.a A dual row of Silt Fence, and a row of orange construction fence; or
  - 15-59.E.5.b A dual Silt Fence barrier, with one of the fences being of high visibility material.
  - 15-59.E.5.c Alternative practices offering comparable protection to wetland, Flood Plain, waters, and Buffer may be used to prevent impact where applicable.
  - 15-59.E.5.d Additional soil erosion and sediment control measures may be required to adequately protect these sites.

- 8.2 During the term of this Agreement, all Work Activities shall be confined within the License Area and Easement Area, including, but not limited to, the movement and storage of equipment and materials. All trees, stumps and other debris resulting from the Work Activities shall be legally disposed of off of Lincoln Marsh premises. No construction personnel shall be permitted outside the designated areas while engaged in construction activities.
- 8.3 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the NSI Lincoln Marsh Project. In no event shall the FOREST PRESERVE DISTRICT and PARK DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the License Area and Easement Area, including, but not limited to, the employees of the SANITARY DISTRICT or of any contractor, subcontractor, agent or consultant.
- 8.4 The SANITARY DISTRICT shall maintain the License Area and Easement Area in accordance with applicable safety rules and regulations.
- 8.5 In the event the SANITARY DISTRICT, its employees or agents, or any contractor or subcontractor engaged to perform work on the License Area and Easement Area causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the SANITARY DISTRICT shall pay the cost of replacement in the case of trees, shrubs or other vegetation,



and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the SANITARY DISTRICT shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

9.0 **RESTORATION**

9.1 Following completion of the NSI Lincoln Marsh Project, all areas affected or disturbed by the Work Activities shall be restored according to the FOREST PRESERVE DISTRICT's specifications described in Exhibit C attached and a part of this Agreement. In order to ensure that all affected areas are properly restored, the SANITARY DISTRICT shall provide the FOREST PRESERVE DISTRICT with a restoration deposit in the amount of \$50,000 in the form of Wheaton Sanitary District check made payable to the Forest Preserve District of DuPage County. The restoration deposit shall be submitted to the FOREST PRESERVE DISTRICT within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT. All restoration work shall be subject to the FOREST PRESERVE DISTRICT's acceptance. The SANITARY DISTRICT funds deposited with the FOREST PRESERVE DISTRICT shall be refunded, without interest, upon the satisfactory performance of the work restoration of all affected areas and the acceptance thereof by the FOREST PRESERVE DISTRICT.

9.2 If the SANITARY DISTRICT fails to properly restore the License Area and Easement Area or fails to restore any damage occurring outside the boundaries thereof as required under paragraph 8.5 within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and/or; (b) engage the services of an independent contractor to perform the work. The SANITARY DISTRICT shall reimburse the FOREST PRESERVE DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the FOREST PRESERVE DISTRICT's

written demand for payment.

**10.0 INDEMNIFICATION**

10.1 To the extent permitted by law, the SANITARY DISTRICT shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT and PARK DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the Work Activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the SANITARY DISTRICT or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the FOREST PRESERVE DISTRICT and PARK DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the SANITARY DISTRICT or its contractors, subcontractors, consultants, employees or agents, the SANITARY DISTRICT shall promptly, to the extent allowed by law, indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees.

10.2 To the extent permitted by law, the SANITARY DISTRICT shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new sanitary interceptor caused by defective materials, workmanship or construction methods.

10.3 The obligation on the part of the SANITARY DISTRICT to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT shall survive the expiration or termination of

this Agreement not to exceed 12 months after completion of the NSI.

- 10.4 The SANITARY DISTRICT shall require each contractor who performs any work on the **License Area** and **Easement Area**, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT to the same extent as required of the SANITARY DISTRICT under paragraph 10.0, and the SANITARY DISTRICT shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT and PARK DISTRICT to be a third-party beneficiary of the indemnification provision.
- 10.5 The SANITARY DISTRICT shall promptly pay all costs and expenses relating to the NSI Lincoln Marsh Project and shall not allow any liens on FOREST PRESERVE DISTRICT and PARK DISTRICT property as a result of the work. To the extent permitted by law, the SANITARY DISTRICT shall defend, indemnify and hold the FOREST PRESERVE DISTRICT and PARK DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

11.0 **BREACH OF AGREEMENT**

- 11.1 If a party reasonably believes that a breach of this Agreement has occurred or is occurring, the party shall serve written notice thereof upon the party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The party alleged to have committed the breach shall have 30 days within which to cure the violation. If the party in violation is the SANITARY DISTRICT, and the SANITARY DISTRICT fails to cure the breach within the 30-day period, the FOREST PRESERVE DISTRICT and/or PARK DISTRICT may pursue monetary damages and/or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the SANITARY DISTRICT has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the NSI to public health and safety and given the nature and scope of the NSI, remedies available to the FOREST PRESERVE DISTRICT and the PARK DISTRICT do not and shall not include termination of this Agreement or prevention of access to the License Area except as provided in Paragraph 13.7 of this Agreement.

- 11.2 Action by any party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 11.1.
- 11.3 A waiver by any party of any breach of one or more of the terms of this Agreement on the part of one of the other parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the parties under this Agreement and by law shall be cumulative.

12.0 NOTICES

- 12.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the PARK DISTRICT shall be directed to the Executive Director, Wheaton Park District, 102 E. Wesley Street, Wheaton, Illinois 60187. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon the SANITARY DISTRICT shall be directed to the Executive Director, Wheaton Sanitary District, 18649 Shaffner Road, Wheaton, Illinois 60187. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a party alleging a breach of this Agreement shall be either served personally or by certified or registered

mail as set forth above. Any party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

**13.0 MISCELLANEOUS TERMS**

13.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT hereby reserve the right to use, or permit to be used, the License Area in any manner that will not prevent or materially interfere with the exercise by the SANITARY DISTRICT of the rights granted herein.

13.2 If any party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.

13.3 This Agreement or any memorandum or other document referring hereto shall not be recorded without the written consent of the FOREST PRESERVE DISTRICT and PARK DISTRICT.

13.4 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.

13.5 This Agreement shall be construed in accordance with the laws of the State of Illinois.

13.6 This Agreement shall be executed in triplicate, and each party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

13.7 At the option of the FOREST PRESERVE DISTRICT, if the SANITARY DISTRICT fails to make the payments required by this Agreement within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT and the PARK DISTRICT, the SANITARY DISTRICT shall have no access to the License Area until said payment is made in full.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates stated below.

**FOREST PRESERVE DISTRICT OF  
DU PAGE COUNTY**

BY: Ed Stevenson  
Ed Stevenson  
Acting Executive Director

Date signed: 1-3-17

ATTEST: Judith A. Malachuk

Date signed: January 3, 2017

**WHEATON SANITARY DISTRICT**

BY: Stephen R. Maney  
Stephen R. Maney, P.E.  
Executive Director

Date signed: 12/15/16

ATTEST: William A. Kindorf III  
William A. Kindorf III, Clerk

Date signed: 12/15/16

**WHEATON PARK DISTRICT**

BY: Michael J. Benard  
Michael J. Benard  
Executive Director

Date signed: 1/18/17

ATTEST: Dona R. Siciliano

Date signed: 1-18-17

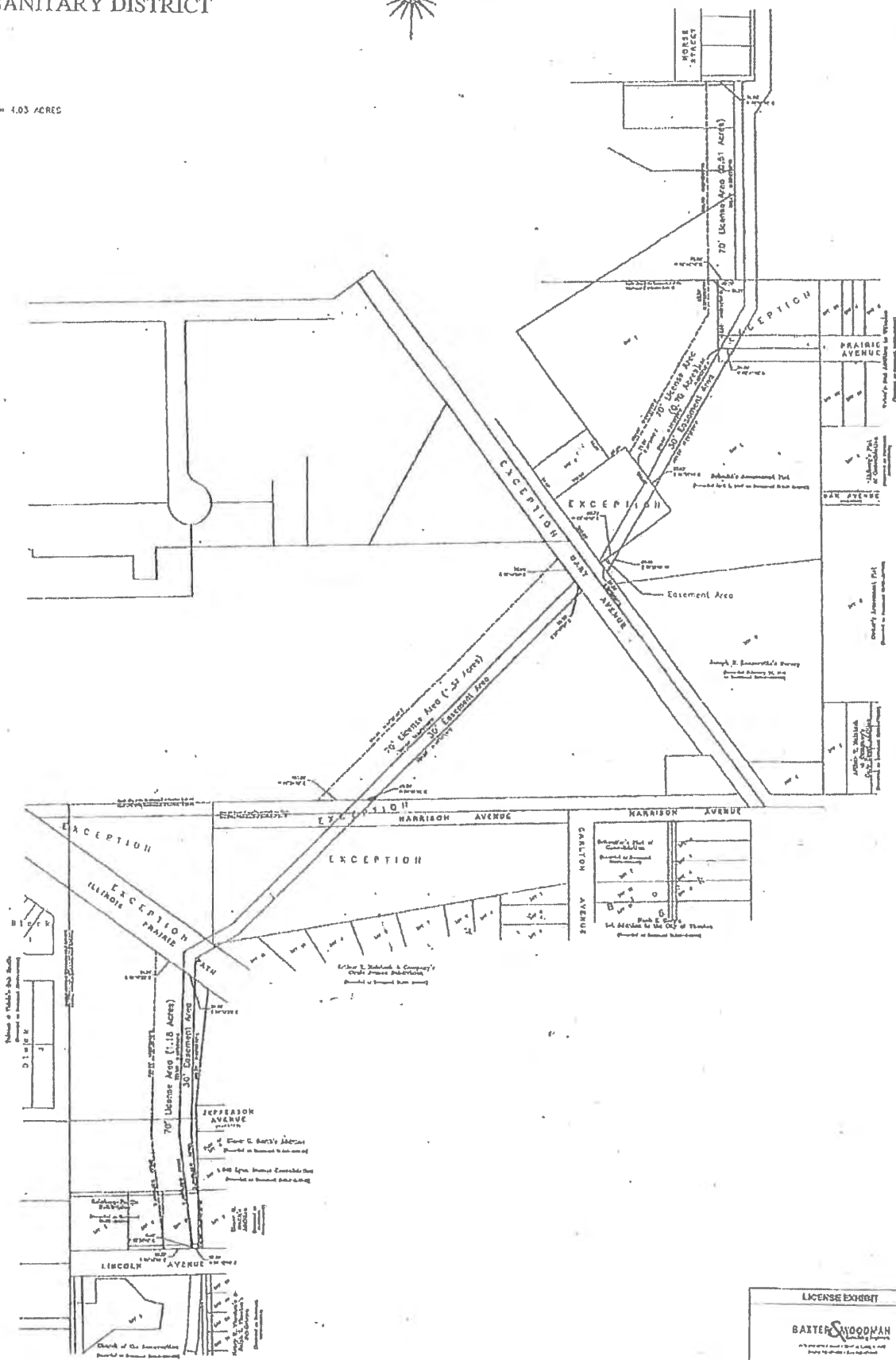
# EXHIBIT A - LINCOLN MARSH LICENSE AGREEMENT

## NORTH SIDE INTERCEPTOR SEWER WHEATON SANITARY DISTRICT



Scale 1" = 60'

LICENSE AREA TOTAL = 4.03 ACRES



LICENSE EXHIBIT

**BAITERS & SNOODMAN**

1110 WEST 10TH STREET, SUITE 100  
CHICAGO, ILLINOIS 60607

DATE	10/15/03	PROJECT	Lincoln Marsh License Agreement
DRAWN BY	J. Salsbach	CHECKED BY	J. Salsbach
SCALE	1" = 60'	DATE PLOTTED	10/15/03
TITLE	Lincoln Marsh License Agreement	PLOTTED BY	J. Salsbach
DATE	10/15/03	SCALE	1" = 60'
PROJECT	Lincoln Marsh License Agreement	DATE	10/15/03

Wheaton Sanitary District  
 North Side Interceptor  
 70-ft License Area

Lincoln Marsh Tree Survey for 70' License Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
<b>PIN 0517210011 - 921 W. Lincoln Avenue</b>				
730	Bur Oak	Quercus macrocarpa	6	\$545
731	Bur Oak	Quercus macrocarpa	5	\$423
<b>PIN 0517210010 - 923 W. Lincoln Avenue</b>				
None				
<b>PIN 0517210002 - 925 W. Lincoln Avenue</b>				
733	American Elm	Ulmus americana	8	\$763
734	Black Cherry	Prunus serotina	16	\$3,052
735	Black Walnut	Juglans nigra	10	\$1,192
736	Black Walnut	Juglans nigra	17	\$3,445
738	Black Walnut	Juglans nigra	6	\$545
739	Black Walnut	Juglans nigra	14	\$2,336
737	Ohio Buckeye	Aesculus glabra	6	\$545
<b>PIN 0517210001 - Sherwin Street</b>				
740	Black Walnut	Juglans nigra	8	\$763
741	Black Willow	Salix nigra	12	\$1,716
742	Black Willow	Salix nigra	14	\$2,336
741E	Dead		12	\$1,716
742E	Dead		24	\$6,867
743	Dead		1-28, 1-32	\$21,555
<b>PIN 0508413008 - Gary Avenue</b>				
767	American Elm	Ulmus americana	12	\$1,716
773	American Elm	Ulmus americana	12	\$1,716
783	American Elm	Ulmus americana	12	\$1,716
784	American Elm	Ulmus americana	9	\$965
784SW1	American Elm	Ulmus americana	2	\$139
784SW2	American Elm	Ulmus americana	3	\$233
785	American Elm	Ulmus americana	7	\$584
786	American Elm	Ulmus americana	5	\$423
787	American Elm	Ulmus americana	4	\$319
790	Black Walnut	Juglans nigra	9	\$965
752	Box Elder	Acer negundo	4	\$319
763	Box Elder	Acer negundo	2	\$139
753W	Box Elder	Acer negundo	3	\$233
753E	Box Elder	Acer negundo	3	\$233
753N	Box Elder	Acer negundo	3	\$233
764	Box Elder	Acer negundo	3	\$233
756	Box Elder	Acer negundo	3	\$233
756-1	Box Elder	Acer negundo	2-3	\$466
756-2	Box Elder	Acer negundo	2-3	\$466
756-3	Box Elder	Acer negundo	2-3	\$466
756-4	Box Elder	Acer negundo	2-3	\$466

Exhibit B



Wheaton Sanitary District  
 North Side Interceptor  
 70-ft License Area

Lincoln Marsh Tree Survey for 70' License Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
756-5	Box Elder	Acer negundo	2-3	\$466
756-6	Box Elder	Acer negundo	2-3	\$466
756-7	Box Elder	Acer negundo	2-3	\$466
756-8	Box Elder	Acer negundo	2-3	\$466
756-9	Box Elder	Acer negundo	2-3	\$466
756-10	Box Elder	Acer negundo	2-3	\$466
756-11	Box Elder	Acer negundo	2-3	\$466
756-12	Box Elder	Acer negundo	2-3	\$466
756-13	Box Elder	Acer negundo	2-3	\$466
756-14	Box Elder	Acer negundo	2-3	\$466
756-15	Box Elder	Acer negundo	2-3	\$466
756-16	Box Elder	Acer negundo	2-3	\$466
756-17	Box Elder	Acer negundo	2-3	\$466
756-18	Box Elder	Acer negundo	2-3	\$466
756-19	Box Elder	Acer negundo	2-3	\$466
756-20	Box Elder	Acer negundo	2-3	\$466
756-21	Box Elder	Acer negundo	2-3	\$466
756-22	Box Elder	Acer negundo	2-3	\$466
756-23	Box Elder	Acer negundo	2-3	\$466
756-24	Box Elder	Acer negundo	2-3	\$466
756-25	Box Elder	Acer negundo	2-3	\$466
759	Box Elder	Acer negundo	3	\$233
759-1	Box Elder	Acer negundo	2	\$139
759-2	Box Elder	Acer negundo	2	\$139
759-3	Box Elder	Acer negundo	2	\$139
759-4	Box Elder	Acer negundo	2	\$139
759-5	Box Elder	Acer negundo	2	\$139
759-6	Box Elder	Acer negundo	2	\$139
759-7	Box Elder	Acer negundo	2	\$139
759-8	Box Elder	Acer negundo	2	\$139
761	Box Elder	Acer negundo	3	\$233
761-1	Box Elder	Acer negundo	3	\$233
761-2	Box Elder	Acer negundo	3	\$233
761-3	Box Elder	Acer negundo	3	\$233
761-4	Box Elder	Acer negundo	3	\$233
761-5	Box Elder	Acer negundo	3	\$233
761-6	Box Elder	Acer negundo	3	\$233
761-7	Box Elder	Acer negundo	3	\$233
761-8	Box Elder	Acer negundo	3	\$233
761-9	Box Elder	Acer negundo	3	\$233
761-10	Box Elder	Acer negundo	3	\$233
763	Box Elder	Acer negundo	5	\$423
764	Box Elder	Acer negundo	5	\$423
765	Box Elder	Acer negundo	4	\$319
766	Box Elder	Acer negundo	2-12	\$3,432
766NE	Box Elder	Acer negundo	6	\$545
769	Box Elder	Acer negundo	12	\$1,716

Wheaton Sanitary District  
 North Side Interceptor  
 70-ft License Area

Lincoln Marsh Tree Survey for 70' License Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
776	Box Elder	Acer negundo	12	\$1,716
777	Box Elder	Acer negundo	7	\$584
778	Box Elder	Acer negundo	10	\$1,192
779	Box Elder	Acer negundo	8	\$763
780	Box Elder	Acer negundo	7	\$584
782	Box Elder	Acer negundo	3	\$233
752-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-4	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-5	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-6	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-7	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-8	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-9	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-10	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-11	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-12	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-13	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-14	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-15	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-16	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-17	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-18	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-19	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-9	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-10	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-11	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-12	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-13	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-14	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-15	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-16	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-11	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-12	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-13	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-14	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-15	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-16	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-17	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-18	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-4	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-5	Common Buckthorn	Rhamnus cathartica	3-2	\$0
763-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0

Wheaton Sanitary District  
 North Side Interceptor  
 70-ft License Area

Lincoln Marsh Tree Survey for 70' License Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
762-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
763-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
764-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
764-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
764-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
765-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
765-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
765-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
769-1	Common Buckthorn	Rhamnus cathartica	2-3	\$0
769-2	Common Buckthorn	Rhamnus cathartica	2-3	\$0
769-3	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-1	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-2	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-3	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-4	Common Buckthorn	Rhamnus cathartica	2-3	\$0
772-1	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-2	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-3	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-4	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-5	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-6	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-1	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-2	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-3	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-4	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-1	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-2	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-3	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-4	Common Buckthorn	Rhamnus cathartica	2-2	\$0
758	Dead		10	\$1,192
780NW	Dead		6	\$545
782-1	Dead		6	\$545
782-2	Dead		6	\$545
783S	Dead		6	\$545
2972	Dead		12	\$1,716
2975	Dead		10	\$1,192
787-1	Dead		3	\$233
787-2	Dead		5	\$423
787-3	Dead		6	\$423
774	Eastern Cottonwood	Populus deltoides	24	\$6,867
781	Silver Maple	Acer saccharinum	10	\$1,192
775	Slippery Elm	Ulmus rubra	12	\$1,716
789	Slippery Elm	Ulmus rubra	14	\$2,336
756	Smooth Sumac	Rhus glabra	4	\$319
762	Smooth Sumac	Rhus glabra	4	\$319
762W	Smooth Sumac	Rhus glabra	2	\$139
762E1	Smooth Sumac	Rhus glabra	3	\$233

Wheaton Sanitary District  
 North Side Interceptor  
 70-ft License Area

Lincoln Marsh Tree Survey for 70' License Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "#-#" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
762E2	Smooth Sumac	Rhus glabra	1-4	\$319
767	White Mulberry	Morus alba	3	\$233
760	White Mulberry	Morus alba	4	\$319
772	White Mulberry	Morus alba	2	\$139
792	White Mulberry	Morus alba	1-2, 1-5	\$562
<b>PIN 0508314028 - Gary Avenue</b>				
799	Box Elder	Acer negundo	2-13	\$4,028
799-1	Box Elder	Acer negundo	2	\$139
837N	Box Elder	Acer negundo	8	\$763
797-1	Dead		6	\$545
829-1	Dead		4	\$319
829-2	Dead		4	\$319
22-1	Dead		16	\$3,052
794	Eastern Cottonwood	Populus deltoides	9	\$965
796	Eastern Cottonwood	Populus deltoides	14	\$2,336
798	Eastern Cottonwood	Populus deltoides	8	\$763
800	Eastern Cottonwood	Populus deltoides	1-8, 1-10	\$1,955
801	Eastern Cottonwood	Populus deltoides	16	\$3,052
802	Eastern Cottonwood	Populus deltoides	10	\$1,192
806	Eastern Cottonwood	Populus deltoides	11	\$1,442
807	Eastern Cottonwood	Populus deltoides	11	\$1,442
808	Eastern Cottonwood	Populus deltoides	7	\$584
809	Eastern Cottonwood	Populus deltoides	1-12, 1-15	\$4,398
811	Eastern Cottonwood	Populus deltoides	10	\$1,192
812	Eastern Cottonwood	Populus deltoides	18	\$3,862
814	Eastern Cottonwood	Populus deltoides	8	\$763
815	Eastern Cottonwood	Populus deltoides	7	\$584
816	Eastern Cottonwood	Populus deltoides	1-13, 1-15	\$4,696
818	Green Ash	Fraxinus pennsylvanica	8	\$763
795	Silver Maple	Acer saccharinum	3	\$233
797	Silver Maple	Acer saccharinum	3	\$233
810	Silver Maple	Acer saccharinum	7	\$584
813	Silver Maple	Acer saccharinum	1-2, 1-5, 1-6	\$1,107
819	Silver Maple	Acer saccharinum	1-8, 1-9	\$1,728
820	Silver Maple	Acer saccharinum	24	\$6,867
821	Silver Maple	Acer saccharinum	10	\$1,192
823	Silver Maple	Acer saccharinum	19	\$4,304
824	Silver Maple	Acer saccharinum	16	\$3,052
825	Silver Maple	Acer saccharinum	28	\$9,347
826	Silver Maple	Acer saccharinum	8	\$763
827	Silver Maple	Acer saccharinum	4	\$319
828	Silver Maple	Acer saccharinum	6	\$545
829	Silver Maple	Acer saccharinum	9	\$965
830	Silver Maple	Acer saccharinum	5	\$423
833	Silver Maple	Acer saccharinum	1-5, 1-14	\$2,759
833N	Silver Maple	Acer saccharinum	4	\$319

Wheaton Sanitary District  
 North Side Interceptor  
 70-ft License Area

Lincoln Marsh Tree Survey for 70' License Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
834	Silver Maple	Acer saccharinum	11	\$1,442
835	Silver Maple	Acer saccharinum	11-12	\$3,158
836	Silver Maple	Acer saccharinum	2-8, 19, 11-17	\$5,936
837	Silver Maple	Acer saccharinum	20	\$4,768
837E	Silver Maple	Acer saccharinum	18	\$3,862
793	Slippery Elm	Ulmus rubra	11	\$1,442
<b>PIN 0508409018 - Gary Avenue</b>				
844SW	Dead		4	\$319
848	Dead		9	\$965
848W	Dead		12	\$1,716
844	Dying		15	\$2,682
845	Dying		12	\$1,716
<b>PIN 0508409020 - Gary Avenue</b>				
None - no trees in study portion of Parcel 7				
<b>PIN 0508409020 - 1329 Carlton Avenue</b>				
849	Ornamental Pear	Pyrus calleryana	8	\$763
			<b>Total</b>	<b>\$210,401</b>

Wheaton Sanitary District  
 North Side Interceptor  
 30-ft Buffer Area

**Lincoln Marsh Tree Survey for 30' Buffer Area  
 Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels**

Note 1 - Parcels are listed in order from south to north.

Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".

Field ID	Common Name	Scientific Name	Diameter (Inches)
<i>PIN 0517210010 - 923 W. Lincoln Avenue</i>			
732	Bur Oak	Quercus macrocarpa	5
<i>PIN 0517210002 - 926 W. Lincoln Avenue</i>			
		None	
<i>PIN 0517210001 - Sherwin Street</i>			
		None	
<i>PIN 0517200001 - Harrison Avenue</i>			
		None	
<i>PIN 0517200002 - 818 Carlton Avenue</i>			
		None	
<i>PIN 0508413008 - Gary Avenue</i>			
788	American Elm	Ulmus americana	12
756-26	Box Elder	Acer negundo	2-3
756-27	Box Elder	Acer negundo	2-3
756-28	Box Elder	Acer negundo	2-3
756-29	Box Elder	Acer negundo	2-3
756-30	Box Elder	Acer negundo	2-3
756-31	Box Elder	Acer negundo	2-3
756-32	Box Elder	Acer negundo	2-3
756-33	Box Elder	Acer negundo	2-3
756-34	Box Elder	Acer negundo	2-3
756-35	Box Elder	Acer negundo	2-3
770	Box Elder	Acer negundo	2-3
771	Box Elder	Acer negundo	3-3
791	Box Elder	Acer negundo	6
752-20	Common Buckthorn	Rhamnus cathartica	3-2
752-21	Common Buckthorn	Rhamnus cathartica	3-2
752-22	Common Buckthorn	Rhamnus cathartica	3-2
752-23	Common Buckthorn	Rhamnus cathartica	3-2
752-24	Common Buckthorn	Rhamnus cathartica	3-2
752-25	Common Buckthorn	Rhamnus cathartica	3-2
752-26	Common Buckthorn	Rhamnus cathartica	3-2



769-4	Common Buckthorn	Rhamnus cathartica	2-3
769-5	Common Buckthorn	Rhamnus cathartica	2-3
769-6	Common Buckthorn	Rhamnus cathartica	2-3
774-4	Common Buckthorn	Rhamnus cathartica	2-2
774-5	Common Buckthorn	Rhamnus cathartica	2-2
774-6	Common Buckthorn	Rhamnus cathartica	2-2
774-7	Common Buckthorn	Rhamnus cathartica	2-2
774-8	Common Buckthorn	Rhamnus cathartica	2-2
768	Green Ash	Fraxinus pennsylvanica	4

PIN: 0508414028 - Gary Avenue			
18-1	Dead		18
795-1	Silver Maple	Acer saccharinum	3
797-2	Silver Maple	Acer saccharinum	3

PIN: 0508409018 - Gary Avenue  
None

PIN: 0508409023 - Gary Avenue  
None

PIN: 0508409020 - 1329 Carlton Avenue  
None



Species	lbs./acre
<b>Wetland Species List -- Seed Mix</b>	
<i>Alisma subcordatum</i> (Common Water Plantain)	0.1645
<i>Aster novae-angliae</i> (New England Aster)	0.1
<i>Aster simplex</i> (Panicled Aster)	0.06
<i>Carex cristatella</i> (Crested Oval Sedge)	0.875
<i>Carex pellita</i> (Narrow-leaved Woolly Sedge)	0.1
<i>Carex stipata</i> (Common Fox Sedge)	0.4375
<i>Carex vulpinoidea</i> (Brown Fox Sedge)	0.875
<i>Eleocharis erythropoda</i> (Red-rooted Spike Rush)	0.21875
<i>Eupatorium maculatum</i> (Spotted Joe Pye Weed)	0.21875
<i>Eupatorium perfoliatum</i> (Common Boneset)	0.11025
<i>Helenium autumnale</i> (Sneezeweed)	0.21875
<i>Iris virginica shrevei</i> (Blue Flag)	0.15
<i>Juncus torreyi</i> (Torrey's Rush)	0.07
<i>Leersia oryzoides</i> (Rice Cut Grass)	0.6
<i>Lobelia siphilitica</i> (Lobelia siphilitica)	0.2
<i>Mentha arvensis villosa</i> (Wild Mint)	0.1
<i>Mimulus ringens</i> (Monkey Flower)	0.03
<i>Physostegia virginiana speciosa</i> (Showy Obedient Plant)	0.1
<i>Polygonum coccineum</i> (Water Heartsease)	0.1
<i>Pycnanthemum virginianum</i> (Common Mountain Mint)	0.1
<i>Sagittaria latifolia</i> (Common Arrow-head)	0.875
<i>Scirpus atrovirens</i> (Dark Green Rush)	1.75
<i>Scirpus validus creber</i> (Great Bulrush)	0.21875
<i>Spartina pectinate</i> (Prairie Cord Grass)	1.75
<i>Sparganium eurycarpum</i> (Common Bur-reed)	1.25
<i>Verbena hastata</i> (Blue Vervain)	0.16275

Exhibit C

License Agreement for Temporary Access and Work Activities within Lincoln Marsh Forest Preserve

## Wheaton Sanitary District Easement and License Refund Report – Lincoln Marsh

2017 Lic. Area	2017 Total Lic. Area Fee	2017 Lic. Area Fee to FPD & PD	2024 Lic. Area	2024 Total Lic. Area Fee	2024 Lic. Area Fee to FPD & PD	Total possible Lic. Area Refund	Lic. Area Refund from FPD	Lic. Area Refund from PD
4.03 Ac.	\$105,856.01 *	\$52,928.00	.28 Ac.	\$7,354.76 *	\$3,677.38	\$98,501.25	\$49,250.62	\$49,250.62
							(\$7,939.20)***	(\$2,646.40)****
							\$41,311.42	\$46,604.22
	2017 Lic. Tree Removal Fee	2017 Lic. Tree Removal Fee to FPD & PD		2024 Lic. Tree Removal Fee	2024 Lic. Tree Removal Fee to FPD & PD	Total possible Lic. Tree Rem. Fee Refund	Lic. Tree Removal Fee Refund from FPD	Lic. Tree Removal Fee Refund from PD
	\$210,401.00	\$105,200.50		\$54,952.00	\$27,476.00	\$155,449.00	\$77,724.50	\$77,724.50
							(\$15,780.07)***	(\$5,260.02)****
							\$61,944.43	\$72,464.48
	2017 Total Ease. Fee **	2017 Ease. Fee to FPD & PD **		2024 Ease. Fee	2024 Ease. Fee to FPD & PD	Total possible Ease. Refund **	Ease. Refund from FPD **	Ease. Refund from PD**
	\$42,276.20	\$21,138.10		\$0	\$0	\$42,276.20	\$21,138.10	\$21,138.10
							(\$3,170.71)***	(\$1,056.90)****
							\$17,967.39	\$20,081.20
	2017 Total Fees	2017 Total Fees to FPD & PD		2024 Total Fees	2024 Total Fees to FPD & PD	Total Possible Refund	Total Refund from FPD	Total Refund from PD
	\$358,533.21	\$179,266.60		\$62,306.76	\$31,153.38	\$296,226.45	\$148,113.22	\$148,113.22
							(\$26,889.99)***	(\$8,963.32)****
							\$121,223.23	\$139,149.90

Exhibit D

Exhibit 2 to Amendment

\* = License Area fee is \$26,267 per acre

\*\* = Including tree fee

\*\*\* = 15% administrative fee of 2017 fees retained by Forest Preserve District

\*\*\*\* = 5% administrative fee of 2017 fees retained by Park District

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Blanchard Building Parking Lot Repaving – Final Engineering and Construction Administration

DATE: November 6, 2024



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**SUMMARY:**

The parking lot at Blanchard building is in poor condition and needs repaving. Recently, staff have been made aware of funding that is available through the federal Polling Place Accessibility grant. The funds are administered through DuPage County. A proposal was requested from Wight Engineering to prepare final engineering plans and provide construction administration. We have been pleased with their work to date at both the Community Center and Cosley Zoo.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

The cost of work will be paid directly by DuPage County through the grant.

**STAKEHOLDER PROCESS:**

We will work with recreation programming staff throughout the process.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Proposal from Wight

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners approve the proposal in the amount not to exceed \$38,800 from Wight Engineering for the Blanchard Building Parking Lot Improvements.



October 21, 2024

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

**Professional Services Proposal for Design Services  
Wheaton Park District Blanchard Building Parking Lot Improvements**

Dear Mr. Sperl:

Wight & Company (Wight) is pleased to submit this proposal to you and the Wheaton Park District (WPD) to provide Design and Engineering Services for the parking lot improvements for the existing Blanchard Building located at 1753 S. Blanchard Street. This proposal includes:

UNDERSTANDING  
SCOPE OF SERVICES  
SCHEDULE  
COMPENSATION  
TERMS & CONDITIONS

**UNDERSTANDING**

We understand the WPD would like to proceed with full engineering and permitting services to repair/replace the parking lot areas at the Blanchard Street building the park district has recently purchased. Wight will investigate the existing condition of the parking lot and provide options for repairs/replacement. Typical scope for repairs would include grind & overlay, patching, partial depth and/or full depth replacement options. Wight will review accessibility and drainage concerns with the parking lot. The City of Wheaton may require the parking lot to be upgraded to meeting current zoning code requirements. Stormwater detention at this time is assumed to be not required, although we do know that the Community Center parking lot to the south triggered detention due to the site being short detention that was owed to the city from past permits (at this time it is unknown if this parcel would require any unique circumstances).

The scope of services is in preparation for a start of construction during spring 2025. The improvements will be planned for a single phase of work. The design and permitting of the project will be completed at one time.

## SCOPE OF SERVICES

Wight proposes to provide design and engineering services for the Blanchard Street building parking lot improvement outlined in the Project Understanding through the following Scope of Service:

### A. Final Engineering-Permitting-Bidding Phase

1. Preliminary Scope / Project Review
  - a. Site Investigation Visit and document existing conditions with photographs.
  - b. Provide owner concept design site plans, parking lot repair scope, and budgets. Once approved by WPD Wight will proceed with Construction Documents.
  - c. Review scope and cost estimate documents with WPD and document meeting results via written meeting summary
2. Prepare the documentation of the proposed design improvements:
  - a. Civil Engineering
    - i. Cover Sheet
    - ii. Existing Conditions Plans
    - iii. Demolition Plans
    - iv. Grading Plans
    - v. Layout and Materials Plans
    - vi. Limited Landscape Architecture Design for any necessary parking lot required landscaping per City of Wheaton zoning code and site project disturbance.
    - vii. Civil Details
3. Prepare the project manual specifications.
  - a. Part One: Front End (Owner to provide applicable sections if requested)
  - b. Part Two: Technical
4. Update construction cost opinion
5. Review Construction Documents with WPD up to two (2) times. Document meeting results via written meeting summary.
6. Permitting
  - a. Submit permit documents for the following permit agencies:
    - i. Site and Building Permits
      - a. Building and site development permits, City of Wheaton Building Permit and Engineering Review.
      - b. National Pollutant Discharge Elimination System (NPDES) permit
        - i. IHPA Consultation
        - ii. IDNR Eco Cat Consultation
      - c. Stormwater Permitting is excluded from this proposal.
    - b. Attend review meetings, as required by reviewing agencies
    - c. Revise permit submittals as required by review agencies during the review process
7. Bidding and Negotiation
  - a. Upload Bid set to reproduction plan room website for distribution and tracking
  - b. Administer pre-bid meeting with prospective bidders to discuss scope and answer questions

- c. Respond to request for information (RFI) and issue addenda as needed to clarify bid documents
- d. Attend bid opening and summarize bid results
- e. Conduct reference checks for low bidder, as needed
- f. Prepare bid recommendation letter

**B. Construction Administration Phase**

1. Prepare the AIA-A101-2017 Standard Form of Agreement Between Owner and Contractor.
2. Attend the Pre-construction meeting with WPD and contractor to discuss the following:
  - a. Construction schedule
  - b. Submittals
  - c. Communications
  - d. Payment procedures
  - e. Contractor and Owner Responsibilities
3. Perform site visits at intervals appropriate to the stage of the contractor's operations to review progress, approximately every two (2) weeks (6 visits total)
4. Provide responses to Request for Information (RFI) related to interpretation of contract documents
5. Review contractor application for payments
6. Review contractor submittals and shop drawings for conformance with contract documents
7. Perform Substantial Completion inspection and prepare punch list for work to be completed prior to Final Acceptance
8. Review project for Final Acceptance

**C. Limited Topographic & Utility Survey**

1. Wight & Company will have our subconsultant prepare a Topographic Survey for the referenced site. This work will be performed in accordance with the minimum standards of practice for Topographic Surveys, as set forth in Title 68 of the Illinois Administrative Code, Section 1270.56. Please note that a boundary survey is not within the scope of this project, therefore the site boundary will not be depicted on the final drawing.

**D. Geotechnical Scope**

1. Wight & Company will have our subconsultant prepare a geotechnical report for pavement repairs/remediation of the existing parking lot on site. The scope will include five (5) three-foot pavement cores to determine existing asphalt condition, stone aggregate base profile, and existing subbase soil profile. The geotechnical engineering will also complete one (1) CCDD test to determine existing soil composition to determine if site haul-off waste is clean or contaminated. These documents can be used for design and bidding purposes.

**E. Additional Services (Not included in this proposal)**

1. Services not specified in the scope of services will be considered additional services. Prior to any additional services work, we will discuss additional services with the client for written authorization to proceed.
2. Services of sub-consultants not indicated in the scope of services
3. Services required due to unforeseen site conditions or circumstances beyond the control of the project team
4. Services requested after Final Acceptance of Contractor's work
5. Stormwater Management Calculations / Reports
6. Off-site improvements
7. Boundary Survey
8. Geotechnical Environmental Services/Ground Water Evaluation
9. Electrical Engineering/Photometrics
10. Construction Material testing

**SCHEDULE**

We propose to begin work on this assignment upon your authorization. We will prepare a detailed project schedule for your review and input during the initial project kick-off meeting.

**COMPENSATION**

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

Final Engineering-Permitting-Bidding Phase:	\$18,500.00
Construction Administration Phase:	\$6,500.00
Limited Topographic & Utility Survey:	\$9,800.00
Geotechnical Scope:	\$3,000.00

In addition to the professional services fees, we will invoice reimbursable expenses at direct costs and estimated at \$1,000.00. The following is list of typical reimbursable expenses:

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

**TERMS & CONDITIONS**

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

We thank you for the opportunity to continue our partnering relationship with the Wheaton Park District and look forward to working with you on this design and engineering effort. If this proposal meets your approval, please sign one copy and return it to us. If you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,

WIGHT & COMPANY



Shawn M. Benson, PE  
Director of Land Development



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

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Deductive Change Order #1 – Fall Asphalt Projects

DATE: October 16, 2024



**SUMMARY:**

Originally, the scope of work for the Fall asphalt project included repairing a section of the Blanchard building parking lot. Recently, the park district was informed that grant funding is available to replace the entire parking lot in 2025. Due to this new funding, staff asked the contractor to remove the parking lot repair from the scope of work.

The contractor agreed to deduct \$10,000 from the contracted amount and staff verified that this is a favorable amount based on their unit costs.

This scope change necessitates a *deductive* change order in the amount of \$10,000.

The Contract Sum prior to this Change Order	\$140,000
The Contract Sum <i>decreased</i> by Change Order #1	\$(10,000)
The New Contract Sum including Change Orders #1	\$130,000

**PREVIOUS COMMITTEE/BOARD ACTION:**

The board approved the bid from Chicagoland Paving for the Fall asphalt project at the September 18, 2024, board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

Account 40-000-000-57-5701-0000 Districtwide Paving	\$250,000
Account 40-000-000-12-1224-0000 ADA (18%)	\$ 25,200
Contract	\$140,000
C.O. #1	\$ (10,000)
Budget Balance	\$145,200

**STAKEHOLDER PROCESS:**

N/A.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve the deductive Change Order #1 from Chicagoland Paving for the Fall asphalt project in the amount of \$(10,000).

---

## WHEATON PARK DISTRICT CHANGE ORDER

---

**Project:** Fall Asphalt Project  
**To:** Chicagoland Paving  
**Attn:** William Bowes  
225 Telser Rd.  
Lake Zurich, IL 60047

**Change Order No.:** 1  
**Change Order Date:** 10/16/24  
**Contract Date:** 9/20/24

**Contract For:** Fall Asphalt Project

---

### You are directed to make the following changes in this Contract:

1. Remove the Blanchard Building parking lot repair from the scope of work.

### Deduct from the Contract:

**\$10,000.00**

---

The original Contract Sum was	\$140,000.00
Net Change by previous Change Orders	\$0
The Contract Sum prior to this Change Order \$	\$140,000.00
The Contract Sum will be <b>DECREASED</b> by this Change Order	\$(10,000.00)
The new Contract Sum including this Change Order will be	\$130,000.00
The Contract Time will not be changed	0
The Date of Completion as of the date of this Change Order is unchanged	

Wheaton Park District  
**Owner**

102 East Wesley Street  
Wheaton, IL 60187  
**Address**

---

Michael J. Benard, Executive Director

Chicagoland Paving  
**Contractor**

225 Telser Rd.  
Lake Zurich, IL 60047  
**Address**

---

William Bowes

TO: Board of Commissioners

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

THROUGH: Micheal Benard, Executive Director

RE: 2024 Portable Restrooms Supply and Servicing

DATE: November 4, 2024



**SUMMARY:**

The Wheaton Park District uses many portable restroom units for athletics and special events at our parks throughout the year. Staff prepared a bid for the supply and servicing of portable restrooms for 2025 with the option to renew annually through 2027. Staff prepared specifications and contractors were asked to provide unit costs and a base bid total.

Bid specifications were sent to thirteen contractors on October 9, 2024, and three bids were received. Bids were open on October 23, 2024. The results are as follows:

Bidders provided the following annual costs.

<b>Item</b>	<b>LRS</b>	<b>Service Sanitation, Inc.</b>	<b>Floods Royal Flush, Inc.</b>
<b>ADA UNIT- Seasonal (\$ / unit / month)</b>	\$6,517.00	\$38,215.47	\$32,800.00
<b>STANDARD UNIT- Seasonal (\$ / unit / month)</b>	\$904	\$2,982.93	\$7,400.00
<b>ADA UNIT- Special Event (\$ / unit)</b>	\$2,200.00	\$4,375.00	\$5,000
<b>STANDARD UNIT- Special Event (\$ / unit)</b>	\$7,820.00	\$10,925.00	\$11,500
<b>HAND WASH STATION- Special Event (\$ / unit)</b>	\$1,334.00	\$1,725.00	\$1,495.00
<b>HAND SANITIZER- Special Event (\$ / unit)</b>	\$3,260.00	\$0 – included in units	\$0 – included in units
<b>Base Bid Grand Total</b>	<b>\$22,035.00</b>	<b>\$58,223.40</b>	<b>\$58,195.00</b>
Alternate Bid Grand Total: Restroom Trailer	\$17,850.00	\$36,946.67	\$14,700

These totals were calculated based on the estimated usage as outlined in our unit schedules and are for comparison purposes only.

Total expenditures from the last three years under the existing contract are as follows.

2022	\$70,170.00
2023	\$76,744.50
2024	\$83,888.70

Due to apparent irregularities in the bid results between the individual bidders and our previous annual costs, staff recommends rejecting these bids. We will seek to better clarify our expectations and estimated usage to better correspond with actual use. The current contract runs through the end of 2024.

**PREVIOUS COMMITTEE/BOARD ACTIONS:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

The following amounts were budgeted for portable restroom services for 2025.

<b><u>Department</u></b>	<b><u>*Budgeted Amount</u></b>
Parks & Planning	\$10,366.26
Special Events/Athletic Events	\$28,931.90
Athletics/Recreation	\$43,307.74
<b>Total</b>	<b>\$82,605.90</b>

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Our legal counsel provided front-end specifications and agreements and a sample legal agreement for bidders. The reviewed the results and offered our recommendation as one of the options.

**ATTATCHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECCOMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's reject all bids and direct staff to rebid the work.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Cosley Zoo Parking Expansion – Testing Services

DATE: November 6, 2024



**SUMMARY:**

As the Cosley parking lot project gets underway, various testing will need to be performed for compaction, concrete strength, etc. Wight has requested proposals for this work from geotechnical engineering firms that regularly perform these tests. Proposals that have been received include the following:

Contractor	Not to Exceed Amount	Trips
ECS Midwest	\$30,614.50	44
Testing Services Corp.		
Geocon		
CGMT		

**PREVIOUS COMMITTEE/BOARD ACTION:**

The board of commissioners approved a proposal from Wight Engineering in January 2023 to complete engineering plans for the Cosley Zoo Parking Lot. A contract with EP Doyle in the amount of \$1,999,599 for the construction of the parking lot was approved at the October 23, 2024 board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

The Cosley Foundation committed to funding the project.

**ATTACHMENTS:**

Proposals

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve a not to exceed contract with **COMPANY** in the amount of **\$AMOUNT** for testing at the Cosley Zoo Parking Lot Expansion.



## ECS MIDWEST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

October 31, 2024

Rob Sperl, CPRE MPA  
Director of Parks and Planning  
Wheaton Park District  
1000 Manchester  
Wheaton, IL 60187

ECS Proposal No. 16:24552-CP

Reference: Construction Materials Testing and Observation Services, Cosley Zoo Parking Lot, 1356  
N. Gary Avenue, Wheaton, IL 60187

Dear Mr. Sperl:

ECS Midwest, LLC is pleased to submit this unit rate proposal for construction monitoring and testing services at the above referenced project. We understand our services will generally include observation and testing related to concrete testing, earthwork and storm trap excavations. We have included a basic scope of services with this letter, which is typical of materials testing services required for a project of this size and magnitude. Our estimated budget is based on the information provided and the number of site visits have been estimated based on your budget requirements. Visits above and beyond those estimated here-in will be billed in accordance the Fee Schedule listed below.

The services described above would be rendered portal-to-portal from our office in Bridgeview, Illinois. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 40 hours/week, outside normal hours and will be invoiced at a rate of 1.5 times the normal hourly rate indicated. Services on Sundays and Holidays will be invoice and 2.0 times the normal hourly rates indicated. All site visits will be subject to a 4-hour minimum and travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8-hour minimum and travel related charges will apply. A minimum charge of \$300 will be assessed for same day cancellations.

Our insurance carrier requires that we receive written authorization prior to initiation of work. This letter is the agreement for services. Your acceptance of this proposal may be indicated by signing and returning one copy to us. Issuance of a purchase order, or other types of notices to proceed (verbal, written or electronic), implicitly acknowledges acceptance of the Terms and Conditions of Service and this proposal. We are pleased to have this opportunity to offer our services and look forward to continuing our work with you on the project.

Respectfully,  
**ECS MIDWEST, LLC**

Crystal Ramos Munos  
Staff Project Manager

Jay Naik, P.E.  
Principal

Enclosures: Acceptance Form, General Conditions of Service, Fee Schedule, Estimated Budget

1575 BARCLAY BOULEVARD, BUFFALO GROVE, IL 60089 • T: 847-279-0366 • F: 877-694-8710

ECS Florida, LLC • ECS Mid Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP  
ECS New York Engineering, PLLC An Associate of ECS Group of Companies • [www.ecslimited.com](http://www.ecslimited.com)

"ONE FIRM. ONE MISSION."

**FEE SCHEDULE/SCOPE**

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**MATERIALS ENGINEERING SERVICES RATES**

<u>FIELD SERVICES</u>	<u>UNIT RATE</u>
1. Engineering Technician (Concrete/Soils) .....	\$ 117.00/hour
2. Concrete Compressive Strength .....	\$ 20.00/each
3. Trip Charge (mileage + vehicle) .....	\$ 70.00/trip
4. Modified Proctor (ASTM D1557) .....	\$ 175.00/each

<u>ENGINEERING/ADMINISTRATIVE SERVICES</u>	
1. Project Manager/Engineer .....	\$ 175.00/hour
2. Principal Engineer .....	\$ 205.00/hour
3. Secretary .....	\$ 60.00/hour

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois, with a trip charge (mileage + vehicle) of \$70 and 2 hours of travel round-trip charged as travel-related expenses to normalize our travel to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. **Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Hours on Sundays and Holidays will be invoiced at a rate of 2.0 times the normal hourly rate indicated above. Since it is difficult for us to estimate the amount of weekend work on a project of this duration, we would consider work on weekends or holidays an extra to the contract.** A \$300.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum plus the above noted travel related charges will apply (travel time and mileage). ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Scheduling should occur prior to 4:00 p.m. on the day before services are required.



**FEE SCHEDULE/SCOPE**

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**SCOPE OF SERVICES**

**A. Earthwork/ Foundations:**

1. Perform appropriate laboratory testing on materials proposed for use as slab-on-grade base course in accordance with project specifications. Testing may include:
  - o Proctor Moisture Density Relationships ASTM D-698, D-1557
2. Observe excavation operations to document removal of unsuitable materials including debris, unsuitable soils, and topsoil.
3. Observe proof rolling of exposed soils prior to placement of engineered fill.
4. Observe and test engineered fill placed to develop subgrade for building pad.
5. Observe placement of slab-on-grade base course material to test compliance with project requirements. Perform in-place density tests as required by project specifications, and test each lift for compaction.
6. Where deficiencies are noted during fill placement, suggest and observe remedial actions, including reworking and re-compacting of materials.
7. Document that dimensions of shallow foundation elements and report compliance with design specifications and approved drawings.
8. Document the bearing conditions of soils at shallow foundation element subgrades.
9. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**B. Cast-in-Place Concrete:**

1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
3. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
  - o Confirm mix design
  - o Slump
  - o Air Content
  - o Temperature
  - o Batch-to-placement time
  - o Cast test cylindersSampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ACI 318, ASTM C-31 and C-39.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

**C. Routine Project Management and Reporting:**

1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

ECS MIDWEST, LLC

FEE SCHEDULE/SCOPE

**BUDGET ESTIMATE**  
**Construction Materials Testing**

Activity		Quantity	Units	Unit Cost	Est.Total
Mass Grading/Proofrolls/Compaction	6 trips at 8 hours/trip	48	HR	\$117.00	\$5,616.00
Strom Trap Excavation/Backfill	6 trips at 8 hours/trip	48	HR	\$117.00	\$5,616.00
Strom Trap Concrete Slab	2 trips at 6 hours/trip	12	HR	\$117.00	\$1,404.00
Retaining Wall Install	5 trips at 6 hours/trip	30	HR	\$117.00	\$3,510.00
Parking Lot Grading/Proofroll/Compaction	3 trips at 6 hours/trip	18	HR	\$117.00	\$2,106.00
Concrete Curbs/Sidewalks	5 trips at 6 hours/trip	30	HR	\$117.00	\$3,510.00
Concrete Compressive Strength	10 sets of 5 cylinders	50	EA	\$20.00	\$1,000.00
Modified Proctor		2	EA	\$175.00	\$350.00
Sample Pickup	7 trips at 2.5 hour/trip	17.5	HR	\$117.00	\$2,047.50
Trip Charge (mileage/truck)		34	EA	\$70.00	\$2,380.00

ESTIMATED COST: \$27,539.50

Project Management/Site Visits/Report Preparation	Quantity	Units	Unit Cost	Est.Total
Project Manager	10	HR	\$175.00	\$1,750.00
Principal Engineer	5	HR	\$205.00	\$1,025.00
Field Services Secretary	5	HR	\$60.00	\$300.00

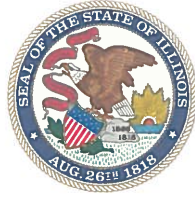
PROJECT MANAGEMENT: \$3,075.00

**TOTAL ESTIMATED COST: \$30,614.50**

ILLINOIS HOUSE OF REPRESENTATIVES

CAPITOL OFFICE:  
244-W STRATTON BLDG.  
SPRINGFIELD, IL 62706  
(217) 782-8037

DISTRICT OFFICE:  
913 S. MAIN ST.  
LOMBARD, IL 60148  
(630) 812-9292



**TERRA COSTA HOWARD**  
STATE REPRESENTATIVE • 42<sup>ND</sup> DISTRICT

CHAIRPERSON:  
ADOPTION & CHILD WELFARE

VICE-CHAIRPERSON:  
ENERGY & ENVIRONMENT

MEMBER:  
JUDICIARY - CIVIL COMMITTEE  
APPROPRIATIONS- HEALTH & HUMAN  
SERVICES COMMITTEE  
STATE GOVERNMENT ADMINISTRATION  
MENTAL HEALTH & ADDICTION  
COMMITTEE

Michael Benard  
Executive Director  
Wheaton Park District  
102 E. Wesley St.  
Wheaton, IL 60187

Dear Mr. Benard,

Our park districts provide immeasurable benefits to our communities, by offering green spaces that support physical and mental health and add beauty to our lives and by creating amenities that bring people together. As State Representative, I have worked consistently to raise public awareness of our superb park districts and their diverse programs – especially those that improve access for people with disabilities and special needs.

So I am very pleased to offer my congratulations to you and the entire Wheaton Park District on your “Best of the Best” statewide award from the Illinois Association of Park Districts for your fruitful and enduring partnership with the Wesley Luehring Foundation. Your shared leadership in maintaining and expanding the Sensory Garden Playground has brought so many years of enjoyment to children with special needs and their families. Today, the Sensory Garden Playground is recognized as a gem in our communities, providing enriching tactile, visual, and auditory experiences that enhance the lives of everyone who visits.

Your lasting collaboration with the Wesley Luehring Foundation has set an example for thoughtful community service and deepened your ties with the residents you serve, in ways that will be felt for years to come.

Congratulations on a job well done!

Sincerely,

A handwritten signature in black ink that reads "Terra Costa Howard".

Terra Costa Howard  
State Representative  
District 42



# JOINT REVIEW BOARD MEETING AGENDA

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WHEATON CITY HALL, 303 W WESLEY STREET, WHEATON, ILLINOIS 60187

**CITY OF WHEATON**

**ANNUAL JOINT REVIEW BOARD MEETING**

**OCTOBER 30, 2024**

**10:00 A.M.**

**GAMON ROOM OF THE WHEATON CITY HALL, 303 W. WESLEY STREET, WHEATON, IL**

**AND VIA ZOOM**

Join Zoom Meeting

<https://us02web.zoom.us/j/88612618538>

Meeting ID: 886 1261 8538

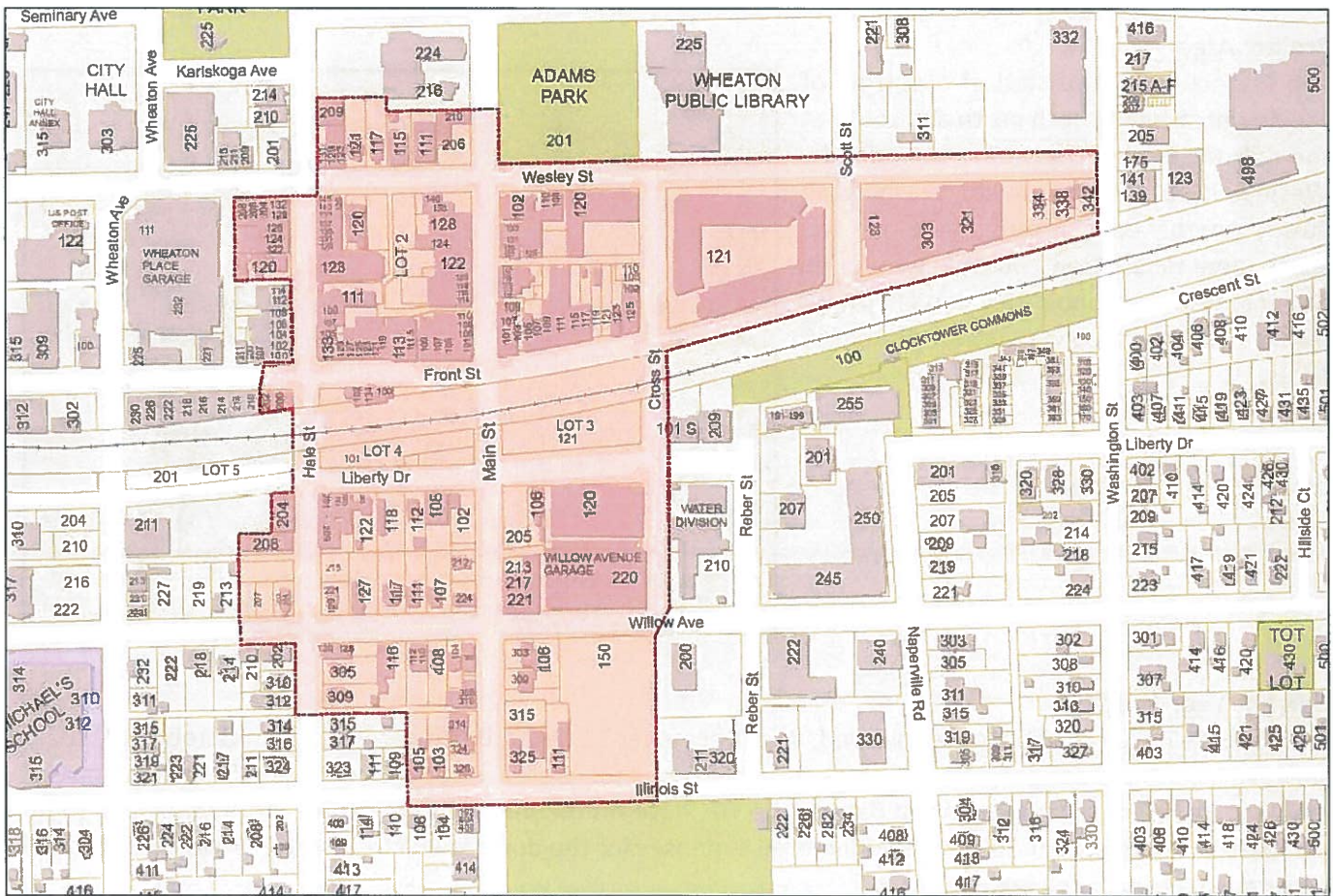
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- I. Call to Order by Secretary.
- II. Identification of Joint Review Board Taxing Body attendees.
- III. Nomination and Appointment of Public Members.
- IV. Nomination and Appointment of Chairman.
- V. Approval of Agenda.
- VI. Annual Reports – TIF# 2 and 3.
- VII. Adjournment.



# CITY OF WHEATON

## Tax Increment Financing District Number Two Main Street Redevelopment Project Area



Annual Report  
Fiscal Year 2023  
January 1, 2023 – December 31, 2023

**City of Wheaton**  
**Tax Increment Financing District Number Two**  
**Main Street Redevelopment Project Area**  
**Annual Report**  
**Fiscal Year 2023**  
**January 1, 2023 – December 31, 2023**

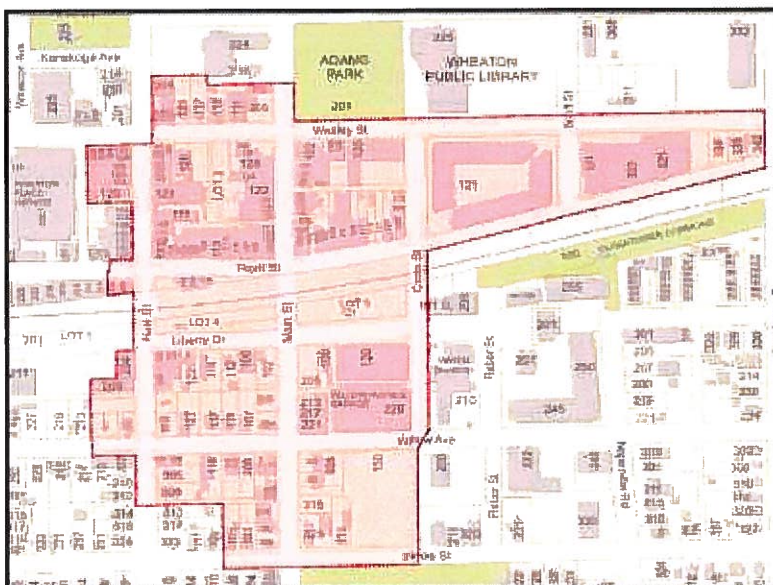
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**TIF Establishment**

The City of Wheaton established Tax Increment Financing (TIF) District Number Two on December 6, 1999. A separate report analyzing the Main Street Redevelopment Project Area was completed by Teska Associates Inc. and provides the supporting details which led to the implementation of TIF District #2. TIF #2 was established to revitalize the Main Street Corridor into a vibrant mixed-use center to contribute to the health and vitality of Wheaton’s Central Area and to the community as a whole. TIF #2 expired on December 31, 2022. The 2021 Tax Levy, collected in 2022, was the last levy year for the TIF.

**Project Area**

The Project Area consisted of a portion of the downtown area both north and south of the railroad tracks. The area is bounded by Wesley Street on the north, Washington Street on the east, Illinois Street on the south and Hale Street on the west. The Project Area contained 133 parcels on 17 blocks. The total area was approximately 40 acres.



**Current Year Activity**

TIF District #2 expired and was terminated, as of December 31, 2022, by City ordinance on October 17, 2022. However, contracts for project area costs and obligations for the Downtown Streetscape Project, approved and incurred prior to the expiration date of the TIF, have not been closed with some work remaining to be completed. In fiscal year 2023, the TIF incurred expenses for the downtown streetscape project, public alley resurfacing project, and legal services.

**Financial Activity**

**Total Revenues and Expenditures to Date**

Total revenues of \$51.1 million have exceeded total expenditures of \$50.7 million in the amount of \$0.4 million through December 31, 2023. Total revenues to date include \$33.5 million from property tax increment, \$6.0 million for bond proceeds, \$5.6 million for transfers from TIF District #1, \$2.8 million for miscellaneous revenues, \$2.5 million for transfers from TIF District #3, and \$0.7 million for investment income. Total expenditures to date include \$30.1 million for construction, \$7.5 million for debt service, \$4.8

million for redevelopment programs, \$3.6 million for land acquisitions, \$2.6 million for contractual services, and \$2.1 million in other expenditures.

**Revenues vs. Expenditures  
Inception to December 31, 2023**

<b>Revenues</b>	
Property Tax Increment	\$ 33,530,758
Bond Proceeds	5,988,136
Transfer from TIF #1	5,607,922
Miscellaneous	2,846,836
Transfer from TIF #3	2,456,257
Investment Income	673,501
<b>Total Revenues</b>	<b>\$ 51,103,410</b>
<b>Expenditures</b>	
Construction Costs	\$ 30,134,171
Debt Service	7,470,222
Redevelopment Programs	4,763,460
Land Purchase	3,633,974
Contractual Services	2,610,772
Miscellaneous	1,242,914
Interest Expense	571,874
Consultant Services	313,410
<b>Total Expenditures</b>	<b>\$ 50,740,797</b>
<b>Revenues over/(under)</b>	
<b>Expenditures</b>	<b>\$ 362,613</b>

**Fiscal Year 2023 Revenues and Expenditures**

Total revenues for fiscal year 2023 were \$52,240, consisting of \$46,173 of investment income and \$6,067 in miscellaneous revenue. Expenditures totaled \$204,839, including \$204,029 in construction costs for the Downtown Streetscape Project and Wheaton Place Alley Resurfacing Project, and \$810 for legal services.

**Revenues vs. Expenditures  
Fiscal Year 2023**

<b>Revenues</b>	
Investment Income	\$ 46,173
Miscellaneous	6,067
<b>Total Revenues</b>	<b>\$ 52,240</b>
<b>Expenditures</b>	
Construction Costs	\$ 204,029
Contractual Services	810
<b>Total Expenditures</b>	<b>\$ 204,839</b>
<b>Revenues over/(under)</b>	
<b>Expenditures</b>	<b>\$ (152,599)</b>

**Debt Service**

In fiscal year 2007/08, the City issued General Obligation Bond Series 2007 in the amount of \$5,900,000 to construct a 400-space public parking deck at Willow Avenue and Cross Street within the TIF District. The parking structure and related debt were accounted for in the City’s Parking Fund. TIF District #2 incremental property tax revenue was used to pay the annual debt service. During fiscal year 2017/18, the debt was retired. There are no remaining debt issues outstanding in the TIF.

**Property Acquisition Analysis**

Five separate parcels have been purchased by the City. The properties reside within a three-block area selected as a development site in the TIF District. The property at 315 S. Main Street was purchased for



\$600,000 in fiscal year 1999/00 and the property at 120 E. Liberty Drive was purchased for \$1,000,000 in fiscal year 2002/03. A parcel of land on the north side of Willow Avenue was purchased for \$1,375,000 in fiscal year 2006/07. In fiscal year 2008/09, the property at 109 N Main St was purchased for \$300,592 and the property at 111-113 N Main St was purchased for \$350,690. In fiscal year 2011/12, the property at 109 N Main St was sold for \$198,022. In fiscal year 2014/15, the property at 111-113 N Main St was sold for \$156,983. Since fiscal year 2014/15, there has been no property purchased or sold.

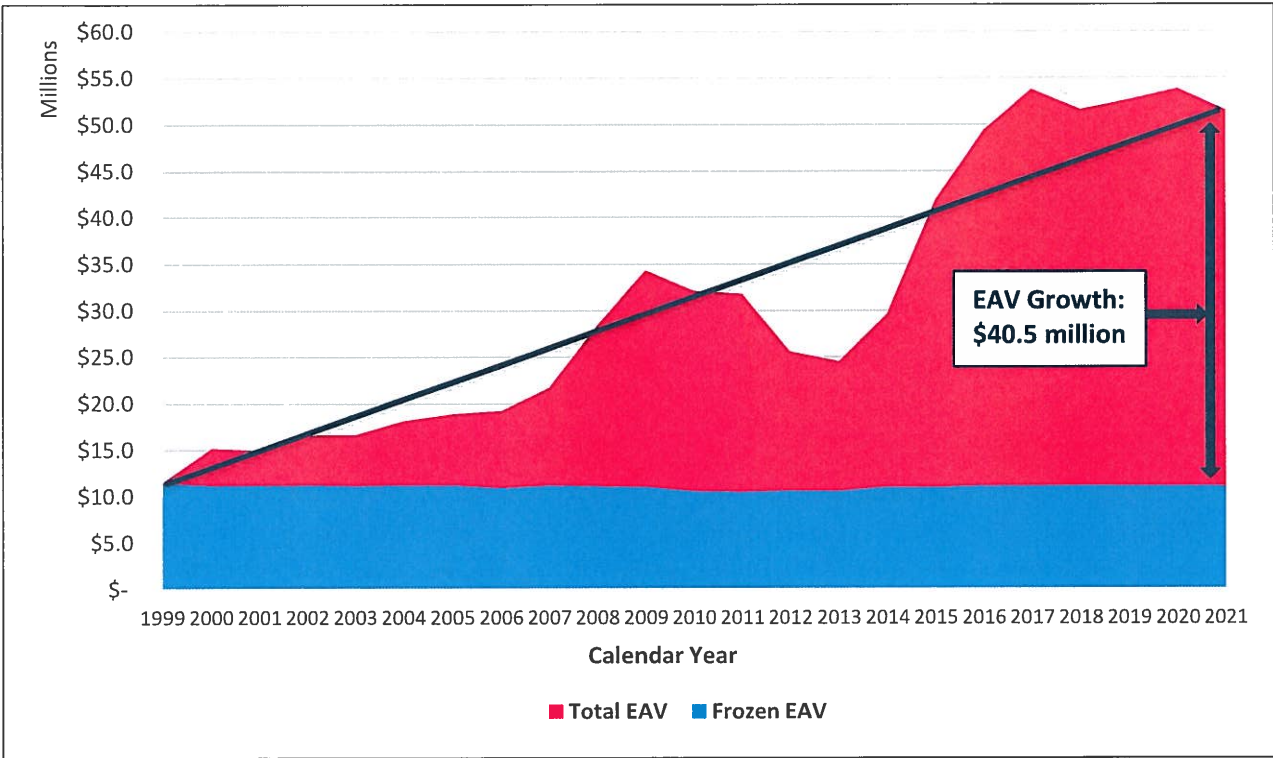
**Property Acquisition**

Property	Purchase Price	Sale Price To Developer	Net Profit/(Loss) On Sale
311-315 S Main St	\$ 600,000	N/A	N/A
120 E Liberty Dr	\$ 1,000,000	N/A	N/A
114 & 124 Willow Ave	\$ 1,375,000	N/A	N/A
109 N Main St	\$ 300,592	\$ 198,022	\$ (102,570)
111-113 N Main St	\$ 350,690	\$ 156,983	\$ (193,707)
<b>Totals</b>	<b>\$ 3,626,282</b>	<b>\$ 355,005</b>	<b>\$ (296,277)</b>

**Equalized Assessed Value and Incremental Property Tax Revenues**

The TIF’s initial frozen Equalized Assessed Valuation (EAV) in 1999 was \$11.5 million, revised to \$11.0 million in 2021. The 2021 total EAV for the final TIF year was \$51.5 million, representing a growth of \$40.5 million (or 365.5%). TIF #2 generated a total of \$33.6 million in incremental property tax revenue from 1999 through the end of the TIF in 2022. The following charts provide a history of the EAV and Incremental Property Tax Revenues.

**Equalized Assessed Value (EAV)  
1999 - 2021**



**EAV and Incremental Property Tax Revenues  
Levy Years 1999 – 2021**

Levy Year	Budget Year	Total EAV	EAV \$ Change	EAV % Change	Incremental EAV	Incremental Tax Revenue	Incremental Tax Revenue \$ Change
Initial		\$ 11,544,870					
1999	2000/01	\$ 11,561,450	\$ 16,580	0.1%	\$ 136,420	\$ 10,558	
2000	2001/02	\$ 15,175,010	\$ 3,613,560	31.3%	\$ 3,988,020	\$ 318,235	\$ 307,677
2001	2002/03	\$ 14,915,578	\$ (259,432)	-1.7%	\$ 3,751,858	\$ 296,636	\$ (21,599)
2002	2003/04	\$ 16,616,330	\$ 1,700,752	11.4%	\$ 5,402,180	\$ 407,958	\$ 111,322
2003	2004/05	\$ 16,641,513	\$ 25,183	0.2%	\$ 5,495,170	\$ 412,118	\$ 4,160
2004	2005/06	\$ 18,104,960	\$ 1,463,447	8.8%	\$ 6,889,270	\$ 402,643	\$ (9,475)
2005	2006/07	\$ 18,879,460	\$ 774,500	4.3%	\$ 7,671,130	\$ 554,598	\$ 151,955
2006	2007/08	\$ 19,216,770	\$ 337,310	1.8%	\$ 8,322,480	\$ 587,245	\$ 32,647
2007	2008/09	\$ 21,719,060	\$ 2,502,290	13.0%	\$ 10,552,900	\$ 707,891	\$ 120,646
2008	2009/10	\$ 28,411,620	\$ 6,692,560	30.8%	\$ 17,338,680	\$ 1,136,772	\$ 428,881
2009	2010/11	\$ 34,288,670	\$ 5,877,050	20.7%	\$ 23,314,730	\$ 1,588,190	\$ 451,418
2010	2011/12	\$ 32,082,080	\$ (2,206,590)	-6.4%	\$ 21,526,050	\$ 1,587,096	\$ (1,094)
2011	2012/13	\$ 31,766,620	\$ (315,460)	-1.0%	\$ 21,321,106	\$ 1,550,505	\$ (36,591)
2012	2013/14	\$ 25,606,600	\$ (6,160,020)	-19.4%	\$ 15,039,790	\$ 322,659 (1)	\$ (1,227,846)
2013	2014/15	\$ 24,512,300	\$ (1,094,300)	-4.3%	\$ 13,956,210	\$ 1,172,308	\$ 849,649
2014	2015/16	\$ 29,650,290	\$ 5,137,990	21.0%	\$ 18,661,661	\$ 1,605,804	\$ 433,496
2015	2016/17	\$ 41,890,100	\$ 12,239,810	41.3%	\$ 30,921,261	\$ 2,612,492	\$ 1,006,688
2016	2017/18	\$ 49,418,950	\$ 7,528,850	18.0%	\$ 38,343,291	\$ 3,059,352	\$ 446,860
2017	SY 2018	\$ 53,762,050	\$ 4,343,100	8.8%	\$ 42,672,391	\$ 3,290,159	\$ 230,807
2018	2019	\$ 51,605,880	\$ (2,156,170)	-4.0%	\$ 40,502,941	\$ 3,017,451	\$ (272,708)
2019	2020	\$ 52,639,280	\$ 1,033,400	2.0%	\$ 41,574,551	\$ 3,134,874	\$ 117,423
2020	2021	\$ 53,838,035	\$ 1,198,755	2.3%	\$ 42,773,516	\$ 3,166,558	\$ 31,684
2021	2022	\$ 51,538,318	\$ (2,299,717)	-4.3%	\$ 40,466,719	\$ 2,588,656 (2)	\$ (577,902)

(1) 2012 Incremental tax revenue reduction due to large property tax refund for years 2009 to 2011.  
(2) 2021 Incremental tax revenue reduction due to large property tax refund for years 2019 to 2020.

**Redevelopment Projects**

The following table shows the private and public investments for redevelopment projects and infrastructure improvements within the TIF District.

**Schedule of Private and Public Investments  
December 31, 2023**

Project No.	Project	Private Investment	Public Investment	Total Investment
1	South Main Street	\$ -	\$ 1,719,014	\$ 1,719,014
2	Façade Grant Program	1,362,721	292,117	1,654,838
3	Tom's Price Agreement	3,700,000	1,626,247	5,326,247
4	Other Grant Programs	1,774,555	681,137	2,455,692
5	James D Atten Building Rehab	300,000	353,880	653,880
6	Winona Properties	397,005	294,999	692,004
7	Wheaton Property Partners	27,339,406	6,036,500	33,375,906
8	Wheaton 121	64,203,817	333,173	64,536,990
9	Downtown Streetscape	-	25,029,051	25,029,051
10	Wheaton Place Alley Resurfacing	-	85,240	85,240
<b>Totals</b>		<b>\$ 99,077,504</b>	<b>\$ 36,451,358</b>	<b>\$ 135,528,862</b>

**Project 1 - South Main Street (315 S. Main Street).** This project represented the acquisition of several parcels of property within the redevelopment project area that the City Council determined to be necessary to implement the redevelopment plan.

**Project 2 - Facade Grant Program.** This program provided financial assistance for façade improvements to buildings within the redevelopment project area. This project achieved the goal of maintaining and diversifying the existing economic base of the community by the utilization of an incentive program that stimulated private development and improved existing properties and businesses in the central business district area. A total of 66 façade grants were provided to business owners.

**Project 3 - Tom's Price Agreement (303 E. Front Street).**

This project provided financial assistance to allow a destination business located within the redevelopment project area to expand. This project achieved the goal of maintaining and diversifying the existing economic base of the community by the utilization of an incentive program that stimulated private development and improved existing properties and businesses in the central business district area.



**Project 4 - Other Grant Programs.** This program provided financial assistance to business owners for other redevelopment grants (retail, sign, awning, and architectural) within the redevelopment project area. This project achieved the goal of maintaining and diversifying the existing economic base of the community by the utilization of an incentive program that stimulated private development and improved existing properties and businesses in the central business district area. A total of 71 retail grants, 34 sign grants, 19 awning grants, and 16 architectural grants were provided to business owners.

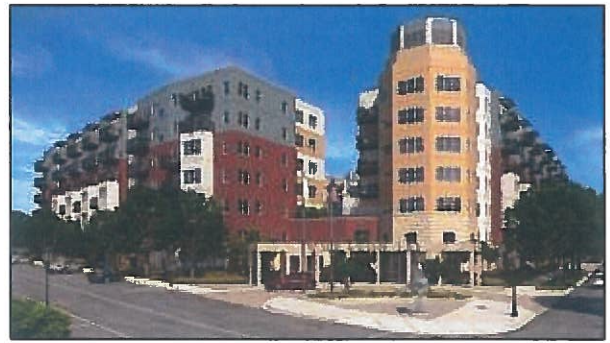
**Project 5 - James D. Atten Building Rehab (112-118 N. Main Street).** This project provided financial assistance to allow an existing mixed-use building located within the redevelopment project area to be renovated. This project achieved the goal of maintaining and diversifying the existing economic base of the community by the utilization of an incentive program that stimulated private development and improved existing properties and businesses in the central business district area.

**Project 6 - Winona Properties (121-127 W. Front Street).** This project provided financial assistance to allow an existing mixed-use building located within the redevelopment project area to be renovated. This project achieved the goal of maintaining and diversifying the existing economic base of the community by the utilization of an incentive program that stimulated private development and improved existing properties and businesses in the central business district area.

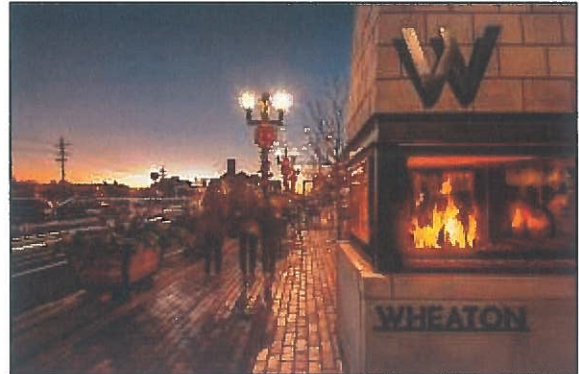
**Project 7 - Wheaton Property Partners (120 E. Liberty Drive).** This project provided financial assistance to allow the construction of a large class A mixed use building located within the redevelopment project area. This project achieved the goal of maintaining and diversifying the existing economic base of the community by the utilization of an incentive program that stimulated private development and provided a new office development in the Wheaton Central Planning Area.



**Project 8 - Wheaton 121.** This project provided financial assistance for certain public improvements to allow the construction of a 306-unit luxury residential apartment development located within the redevelopment project area. This project achieved the goal of maintaining and diversifying the existing economic base of the community by providing additional multiple family dwellings within the Wheaton Central Planning Area.



- **Project 9 - Downtown Streetscape.** The Downtown Strategic and Streetscape Plan created a redevelopment framework that would make the City a destination for tourists and a more attractive place to live and locate a business. The Downtown Streetscape Project is a \$35.9 million multi-year infrastructure project that brought updates and improvements to underground utilities, roadways, lighting, and signage while creating wider, more pedestrian-friendly sidewalks throughout downtown Wheaton. TIF #2 is projected to provide \$25.0 million in funding for the project.



- **Project 10 – Wheaton Place Alley Resurfacing Project.** The public alley resurfacing project, located between Wesley Street and Front Street, included replacing sidewalks for ADA compliance, repairs to existing sewer frames in the pavement, repairs to the decorative pavers, and resurfacing of the pavement surface.

### **TIF Financial Projections**

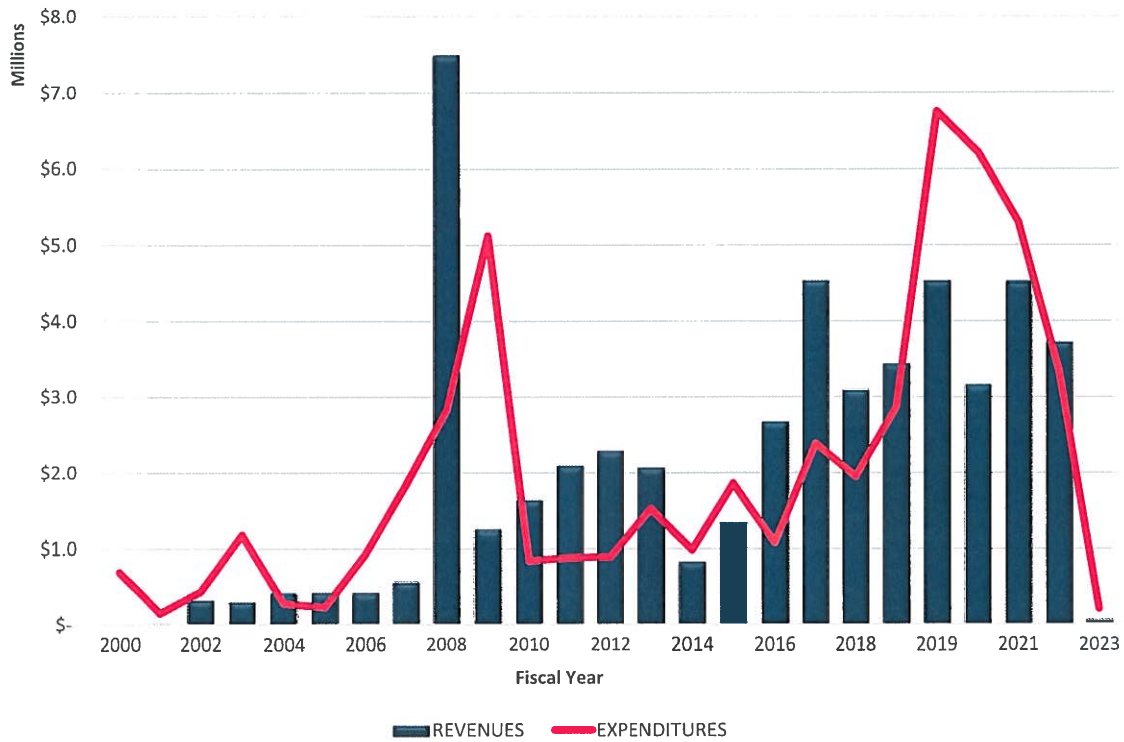
The end of this report includes a schedule of actual incremental property tax revenues collected and the projected remaining expenditures (\$0.4 million) contracted for the Downtown Strategic Plan and Streetscape Plan prior to the expiration of the TIF. At the end of the TIF, it is anticipated there will be no fund balance remaining.

The remaining pages of the report provide detailed financial schedules for the TIF.

# City of Wheaton TIF District Number Two Main Street Redevelopment Project Area December 31, 2023

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## Revenues versus Expenditures



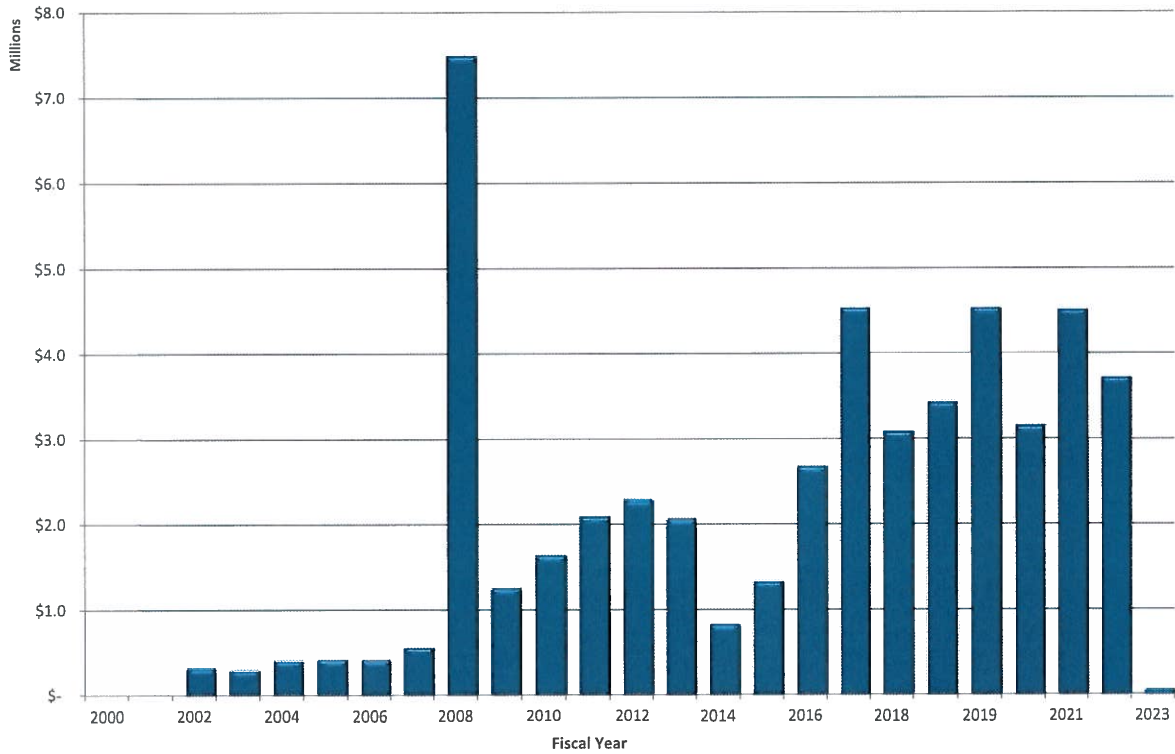
**City of Wheaton**  
**TIF District Number Two**  
**Main Street Redevelopment Project Area**  
**Revenues vs Expenditures**  
**December 31, 2023**

	Totals thru 12/31/2022	Fiscal Year 2023	Totals thru 12/31/2023
<b>Revenues</b>			
Property Tax Increment	\$ 33,530,758	\$ -	\$ 33,530,758
Bond Proceeds	5,988,136	-	5,988,136
Transfer from TIF #1	5,607,922	-	5,607,922
Miscellaneous	2,840,769	6,067	2,846,836
Transfer from TIF #3	2,456,257	-	2,456,257
Investment Income	627,328	46,173	673,501
<b>Total Revenues</b>	<b>\$ 51,051,170</b>	<b>\$ 52,240</b>	<b>\$ 51,103,410</b>
<b>Expenditures</b>			
Construction Costs	\$ 29,930,142	\$ 204,029	\$ 30,134,171
Debt Service	7,470,222	-	7,470,222
Redevelopment Programs	4,763,460	-	4,763,460
Land Purchase	3,633,974	-	3,633,974
Contractual Services	2,609,962	810	2,610,772
Miscellaneous	1,242,914	-	1,242,914
Interest Expense	571,874	-	571,874
Consultant Services	313,410	-	313,410
<b>Total Expenditures</b>	<b>\$ 50,535,958</b>	<b>\$ 204,839</b>	<b>\$ 50,740,797</b>
<b>Revenues over/(under) Expenditures</b>	<b>\$ 515,212</b>	<b>\$ (152,599)</b>	<b>\$ 362,613</b>

**City of Wheaton  
TIF District Number Two  
Main Street Redevelopment Project Area  
December 31, 2023**

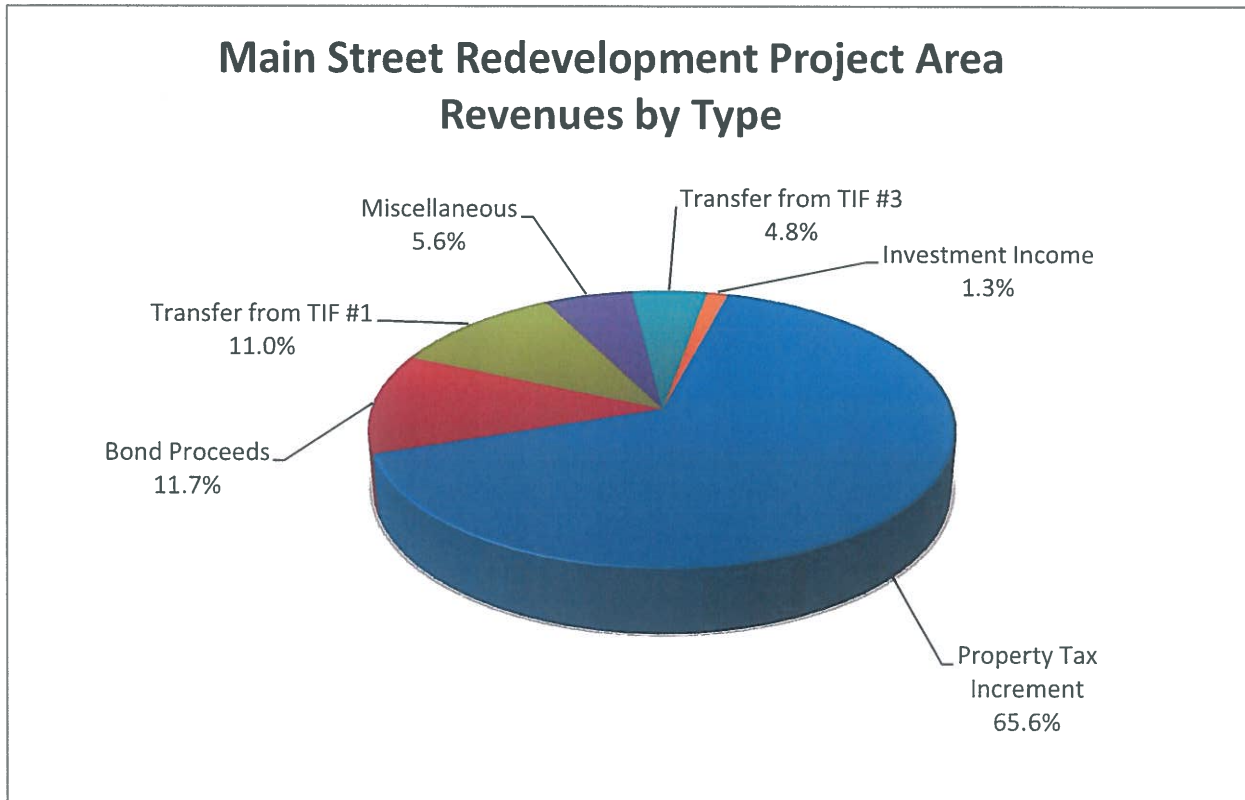
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**Revenues**



**City of Wheaton  
TIF District Number Two  
Main Street Redevelopment Project Area  
Revenues  
December 31, 2023**

	Totals thru 12/31/2022	Fiscal Year 2023	Totals thru 12/31/2023
Property Tax Increment	\$ 33,530,758	\$ -	\$ 33,530,758
Bond Proceeds	5,988,136	-	5,988,136
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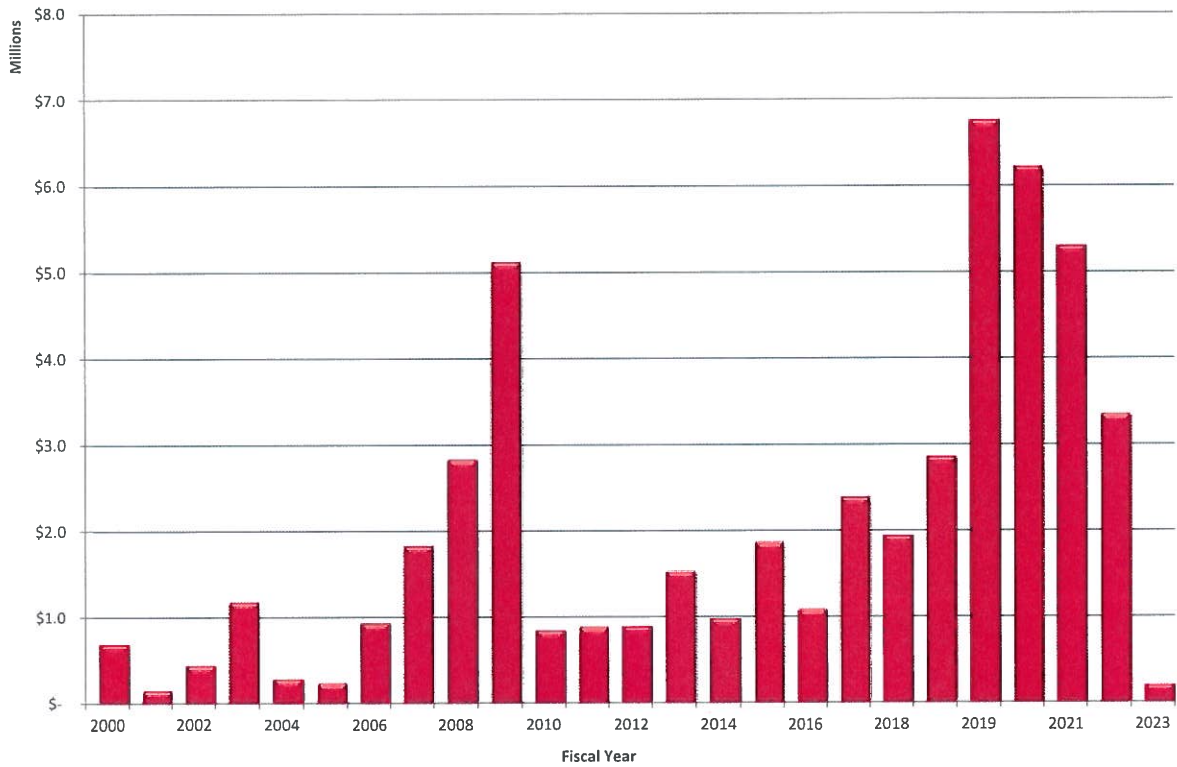




**City of Wheaton  
TIF District Number Two  
Main Street Redevelopment Project Area  
December 31, 2023**

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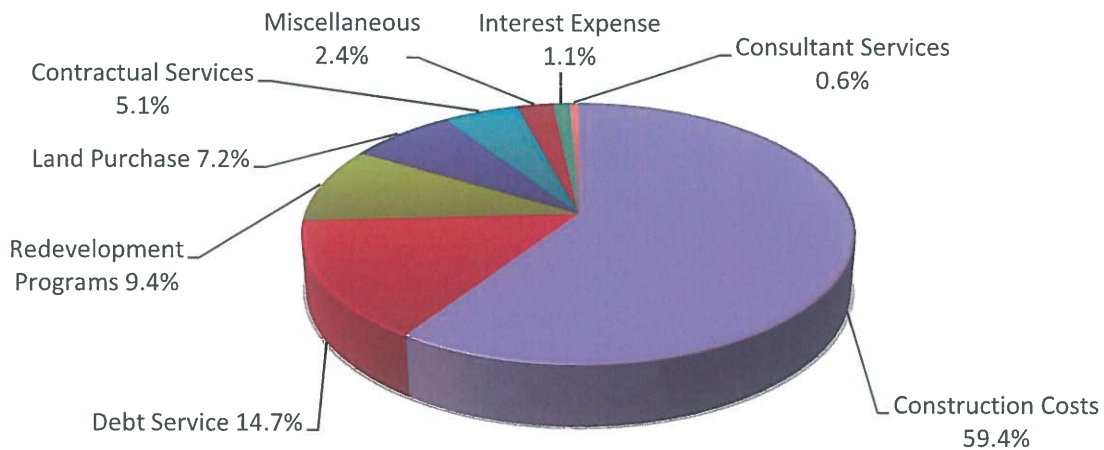
**Expenditures**



**City of Wheaton  
TIF District Number Two  
Main Street Redevelopment Project Area  
Expenditures  
December 31, 2023**

	Totals thru 12/31/2022	Fiscal Year 2023	Totals thru 12/31/2023
Construction Costs	\$ 29,930,142	\$ 204,029	\$ 30,134,171
Debt Service	7,470,222	-	7,470,222
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Consultant Services	313,410	-	313,410
<b>Total Expenditures</b>	<b>\$ 50,535,958</b>	<b>\$ 204,839</b>	<b>\$ 50,740,797</b>

**Main Street Redevelopment Project Area  
Expenditures by Type**



**City of Wheaton  
TIF District Number Two  
Main Street Redevelopment Project Area  
December 31, 2023**

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**Projections:**

- **Incremental Property Tax Revenues – Actual**
- **Revenue and Expenditure Projections**

City of Wheaton  
TIF District Number Two  
Main Street Redevelopment Project Area  
Incremental Tax Revenues  
Actual  
December 31, 2023

TIF Year	Tax Levy Year	Tax Collection Year	Budget Year	Total EAV	Wheaton 121 EAV Change	Total EAV \$ Change	Total EAV % Change	Frozen EAV	Incremental EAV	Incremental EAV % Change	Total Incremental Property Tax Revenues	Collected Incremental Property Tax Revenues	Blended Tax Rate (1)	
1	1999	2000	2000/01	\$ 11,561,450		\$ 16,580	0.1%	\$ 11,425,030	\$ 136,420	0.0%	\$ 10,558	\$ 10,558	\$ 7.7393	
2	2000	2001	2001/02	15,175,010		3,613,560	31.3%	11,186,990	3,988,020	2823.3%	321,579	318,235	8.0636	
3	2001	2002	2002/03	14,915,578		(259,432)	-1.7%	11,163,720	3,751,858	-5.9%	296,636	296,636	7.9064	
4	2002	2003	2003/04	16,616,330		1,700,752	11.4%	11,214,150	5,402,180	44.0%	407,959	407,958	7.5517	
5	2003	2004	2004/05	16,641,513		25,183	0.2%	11,146,343	5,495,170	1.7%	412,118	412,118	7.4996	
6	2004	2005	2005/06	18,104,960		1,463,447	8.8%	11,215,690	6,889,270	25.4%	503,879	402,643	7.3140	
7	2005	2006	2006/07	18,879,460		774,500	4.3%	11,208,330	7,671,130	11.3%	554,598	554,598	7.2297	
8	2006	2007	2007/08	19,216,770		337,310	1.8%	10,894,290	8,322,480	8.5%	587,467	587,245	7.0588	
9	2007	2008	2008/09	21,719,060		2,502,290	13.0%	11,166,160	10,552,900	26.8%	718,454	707,891	6.8081	
10	2008	2009	2009/10	28,411,620		6,692,560	30.8%	11,072,940	17,338,680	64.3%	1,180,290	1,136,772	6.8073	
11	2009	2010	2010/11	34,288,670		5,877,050	20.7%	10,973,940	23,314,730	34.5%	1,625,516	1,588,190	6.9721	
12	2010	2011	2011/12	32,082,080		(2,206,590)	-6.4%	10,556,030	21,526,050	-7.7%	1,588,542	1,587,096	7.3796	
13	2011	2012	2012/13	31,766,620		(315,460)	-1.0%	10,445,514	21,321,106	-1.0%	1,572,581	1,550,505	7.3757	
14	2012	2013	2013/14	25,606,600		(6,160,020)	-19.4%	10,566,810	15,039,790	-29.5%	1,208,025	322,659 (2)	8.0322	
15	2013	2014	2014/15	24,512,300		(1,094,300)	-4.3%	10,556,090	13,956,210	-7.2%	1,193,445	1,172,308	8.5514	
16	2014	2015	2015/16	29,650,290	4,405,060	5,137,990	21.0%	10,988,629	18,661,661	33.7%	1,620,995	1,605,804	8.6862	
17	2015	2016	2016/17	41,890,100	10,971,020	12,239,810	41.3%	10,968,839	30,921,261	65.7%	2,612,492	2,612,492	8.4489	
18	2016	2017	2017/18	49,418,950	6,407,130	7,528,850	18.0%	11,075,659	38,343,291	24.0%	3,059,352	3,059,352	7.9788	
19	2017	2018	SY 2018	53,762,050	3,666,670	4,343,100	8.8%	11,089,659	42,672,391	11.3%	3,303,904	3,290,159	7.7425	
20	2018	2019	2019	51,605,880	(2,669,070)	(2,156,170)	-4.0%	11,102,939	40,502,941	-5.1%	3,095,253	3,017,451	7.6420	
21	2019	2020	2020	52,639,280	527,950	1,033,400	2.0%	11,064,729	41,574,551	2.6%	3,134,875	3,134,874	7.5404	
22	2020	2021	2021	53,838,035	664,650	1,198,755	2.3%	11,064,519	42,773,516	2.9%	3,166,558	3,166,558	7.4031	
23	2021	2022	2022	51,538,318	(2,692,450)	(2,299,717)	-4.3%	11,071,599	40,466,719	-5.4%	2,975,188	2,588,656 (3)	7.3522	
<b>Grand Total</b>												<b>\$ 35,150,264</b>	<b>\$ 33,530,758</b>	

Notes:  
Initial Valuation: \$ 11,544,870

(1) Blended Tax Rate:  
Due to multiple tax codes in the TIF District, the tax rate is calculated based on Incremental EAV and Total Incremental Property Tax Revenues extended.

(2) Fiscal Year 2013/14 Collected Incremental Property Tax Revenues:  
Fiscal Year 2013/14 decrease in collected property tax revenues is due to the 120 E Liberty property tax assessment appeal reduction and the corresponding property tax refund of \$866,228 for levy years 2009-2011.

(3) Fiscal Year 2022 Collected Incremental Property Tax Revenues:  
Fiscal Year 2022 decrease in collected property tax revenues is due to the 121 N Cross property tax assessment appeal reduction and the corresponding property tax refund of \$361,413 for levy years 2019-2020.

**City of Wheaton**  
**TIF District Number Two**  
**Main Street Redevelopment Project**  
**Revenue and Expenditure Projections**  
**December 31, 2023**

Budget Year	Revenues			Expenditures			Annual Surplus/(Deficit)	Cumulative Surplus/(Deficit)
	Interest Income	Other Revenues	Total Revenues	Downtown Strategic Plan	Other Exp.	Total Expenditures		
2024	\$ 5,000	\$ -	\$ 5,000	\$ 367,613	\$ -	\$ 367,613	Beg. Balance: \$ (362,613)	\$ -
<b>Totals</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 367,613</b>	<b>\$ -</b>	<b>\$ 367,613</b>		<b>\$ 362,613</b>

**Notes:**

TIF District #2 expired and was terminated, as of December 31, 2022, by City ordinance on October 17, 2022. The termination of TIF District #2 allowed taxing districts to capture the incremental equalized assessed value (EAV) growth generated from redevelopment. However, the City kept the TIF District #2 open for project area costs and obligations approved and incurred prior to the expiration date. The Downtown Streetscape project was substantially completed in 2022, with some work remaining to be completed in 2024.

**FY 2023**  
**ANNUAL TAX INCREMENT FINANCE**  
**REPORT**



**SUSANA A. MENDOZA**  
 ILLINOIS STATE COMPTROLLER

Name of Municipality: City of Wheaton Reporting Fiscal Year: 2023  
 County: DuPage Fiscal Year End: 12/31/2023  
 Unit Code: 022/125/30

**FY 2023 TIF Administrator Contact Information-Required**

First Name: James Last Name: Kozik  
 Address: 303 W Wesley St, PO Box 727 Title: Dir of Planning & Economic Development  
 Telephone: 630-260-2008 City: Wheaton Zip: 60187  
 E-mail jkozik@wheaton.il.us

I attest to the best of my knowledge, that this FY 2023 report of the redevelopment project area(s)  
 in the City/Village of: Wheaton  
 is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

[Signature] 6/13/24  
 Written signature of TIF Administrator Date

**Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)**

**FILL OUT ONE FOR EACH TIF DISTRICT**

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
Main Street Redevelopment	12/6/1999	12/31/2022

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

<b>Primary Use of Redevelopment Project Area*:</b> District	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
<b>If "Combination/Mixed" List Component Types:</b>	
<b>Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):</b>	
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
Industrial Jobs Recovery Law	<input type="checkbox"/>

**Please utilize the information below to properly label the Attachments.**

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment (labeled Attachment A).</b> <span style="float: right;"><b>For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)]</b></span> <b>If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification (labeled Attachment B).</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion (labeled Attachment C).</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement (labeled Attachment D).</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) (labeled Attachment E).</b>	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information (labeled Attachment F).</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).</b>	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report (labeled Attachment H).</b>	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, <b>chosen by the municipality</b> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <b>and actual debt service.</b> [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</b>	X	
<b>For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality.</b> <span style="float: right;"><b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).</b></span>	X	

**SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

**Provide an analysis of the special tax allocation fund.**

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 515,212

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ -	\$ 33,530,758	66%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 46,173	\$ 673,501	1%
Land/Building Sale Proceeds	\$ -	\$ 355,005	1%
Bond Proceeds	\$ -	\$ 5,988,136	12%
Transfers from Municipal Sources	\$ -	\$ 8,130,781	16%
Private Sources	\$ 6,067	\$ 1,135,229	2%
Other- Morningside Litigation:\$1.29 million recorded as expense in FY2017	\$ -	\$ 1,290,000	3%

**All Amount Deposited in Special Tax Allocation Fund** \$ 52,240

**Cumulative Total Revenues/Cash Receipts** \$ 51,103,410 100%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 204,839

**Transfers to Municipal Sources** \$ -

**Distribution of Surplus** \$ -

**Total Expenditures/Disbursements** \$ 204,839

**Net/Income/Cash Receipts Over/(Under) Cash Disbursements** \$ (152,599)

**Previous Year Adjustment (Explain Below)** \$ -

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 362,613

\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**Previous Year Explanation:**



**SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
PAGE 1**

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Legal Services	810	
		\$ 810
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
Downtown Strategic Plan and Streetscape Plan	118,789	
Wheaton Place Alley Resurfacing	85,240	
		\$ 204,029



SECTION 3.2 A  
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 204,839</b>



**SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source**

<b>FUND BALANCE BY SOURCE</b>	<b>\$ 362,613</b>
-------------------------------	-------------------

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
<b>Total Amount Designated for Obligations</b>	<b>\$ -</b>	<b>\$ -</b>

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Downtown Strategic Plan and Streetscape Plan		\$ 362,613
<b>Total Amount Designated for Project Costs</b>		<b>\$ 362,613</b>

<b>TOTAL AMOUNT DESIGNATED</b>	<b>\$ 362,613</b>
--------------------------------	-------------------

<b>SURPLUS/(DEFICIT)</b>	<b>\$ -</b>
--------------------------	-------------

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
---	--

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 [20 ILCS 620/4.7 (7)(F)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

**PAGE 1**

**Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.**

**Select ONE of the following by indicating an 'X':**

1. <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	10
<b>2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.</b>	1

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 99,077,504	\$ -	\$ -
Public Investment Undertaken	\$ 36,451,358	\$ 362,613	\$ -
Ratio of Private/Public Investment	2 28/39		0

**Project 1 Name: South Main Street**

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 1,719,014	\$ -	\$ -
Ratio of Private/Public Investment	0		0

**Project 2 Name: Façade Grant Program**

Private Investment Undertaken (See Instructions)	\$ 1,362,721	\$ -	\$ -
Public Investment Undertaken	\$ 292,117	\$ -	\$ -
Ratio of Private/Public Investment	4 2/3		0

**Project 3 Name: Toms-Price Redevelopment Agreement**

Private Investment Undertaken (See Instructions)	\$ 3,700,000	\$ -	\$ -
Public Investment Undertaken	\$ 1,626,247	\$ -	\$ -
Ratio of Private/Public Investment	2 11/40		0

**Project 4 Name: Other Grant Programs**

Private Investment Undertaken (See Instructions)	\$ 1,774,555	\$ -	\$ -
Public Investment Undertaken	\$ 681,137	\$ -	\$ -
Ratio of Private/Public Investment	2 23/38		0

**Project 5 Name: James D Atten Building Rehab**

Private Investment Undertaken (See Instructions)	\$ 300,000	\$ -	\$ -
Public Investment Undertaken	\$ 353,880	\$ -	\$ -
Ratio of Private/Public Investment	39/46		0

**Project 6 Name: Winona Properties**

Private Investment Undertaken (See Instructions)	\$ 397,005	\$ -	\$ -
Public Investment Undertaken	\$ 294,999	\$ -	\$ -
Ratio of Private/Public Investment	1 28/81		0

**Project 7 Name: Wheaton Property Partners**

Private Investment Undertaken (See Instructions)	\$ 27,339,406	\$ -	\$ -
Public Investment Undertaken	\$ 6,036,500	\$ -	\$ -
Ratio of Private/Public Investment	4 9/17		0

**Project 8 Name: Wheaton 121**

Private Investment Undertaken (See Instructions)	\$ 64,203,817	\$ -	\$ -
Public Investment Undertaken	\$ 333,173	\$ -	\$ -
Ratio of Private/Public Investment	192 69/98		0

**Project 9 Name: Downtown Streetscape**

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 25,029,051	\$ 362,613	\$ -
Ratio of Private/Public Investment	0		0

**Project 10 Name: Wheaton Place Alley Resurfacing**

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 85,240	\$ -	\$ -
Ratio of Private/Public Investment	0		0

**Project 11 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 12 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 13 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 14 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 15 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0



SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.  
**SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))**]

**FY 2023**

Name of Redevelopment Project Area:

Main Street Redevelopment

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent
Downtown Streetscape	n/a	n/a	n/a	n/a
Wheaton Place Alley Resurfacing	n/a	n/a	n/a	n/a

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.
Downtown Streetscape	n/a	n/a
Wheaton Place Alley Resurfacing	n/a	n/a

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return
Downtown Streetscape	n/a
Wheaton Place Alley Resurfacing	n/a

**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Main Street Redevelopment**

**Provide a general description of the redevelopment project area using only major boundaries.**

The area is bounded by Wesley Street on the north, Washington Street on the east, Illinois Street on the south, and Hale Street on the west.

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	X
Map of District	X

Section 7 - Legal Description of Redevelopment Project Area

(Ordinance No. F-0418)

**Exhibit A**  
**Legal Description**

1 THAT PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
2 MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF  
3 INTERSECTION OF THE NORTH LINE OF WESLEY STREET WITH THE WEST LINE OF  
4 WASHINGTON STREET; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTHERLY LINE OF  
5 THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID  
6 NORTHERLY LINE TO THE EAST LINE OF CROSS STREET; THENCE SOUTH ALONG SAID EAST  
7 LINE TO THE NORTH LINE OF WILLOW AVENUE; THENCE SOUTHWESTERLY TO THE  
8 NORTHEASTERN CORNER OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER 05-16-  
9 324-008; THENCE SOUTH ALONG THE EAST LINE OF SAID PROPERTY AND SAID EAST LINE  
10 EXTENDED SOUTH TO THE SOUTH LINE OF ILLINOIS STREET; THENCE WEST ALONG SAID  
11 SOUTH LINE TO THE WEST LINE OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER  
12 05-16-323-024 EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH  
13 AND SAID WEST LINE TO THE SOUTH LINE OF THE EAST AND WEST PUBLIC ALLEY IN BLOCK  
14 323; THENCE WEST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST TO THE  
15 WEST LINE OF HALE STREET; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF  
16 WILLOW AVENUE; THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE EXTENDED  
17 SOUTH OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER 05-16-314-021; THENCE  
18 NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND EXTENDED NORTH TO THE NORTH  
19 LINE OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER 05-16-314-009; THENCE EAST  
20 ALONG SAID NORTH LINE TO THE WEST LINE OF THE PROPERTY HAVING A PERMANENT  
21 INDEX NUMBER 05-16-314-008; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTH LINE  
22 OF LIBERTY DRIVE; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF HALE  
23 STREET; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHERLY LINE OF THE CHICAGO  
24 AND NORTHWESTERN RAILROAD; THENCE WEST ALONG SAID NORTHERLY LINE TO THE WEST  
25 LINE OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER 05-16-307-005; THENCE  
26 NORTH ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH TO THE NORTH LINE  
27 OF FRONT STREET; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HALE  
28 STREET; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF THE PROPERTY  
29 HAVING A PERMANENT INDEX NUMBER 05-16-301-029; THENCE WEST ALONG SAID SOUTH  
30 LINE TO THE WEST LINE OF SAID PROPERTY; THENCE NORTH ALONG SAID WEST LINE AND  
31 SAID WEST LINE EXTENDED NORTH TO THE SOUTH LINE OF WESLEY STREET; THENCE EAST  
32 ALONG SAID SOUTH LINE TO THE EAST LINE OF HALE STREET; THENCE NORTH ALONG SAID  
33 EAST LINE TO THE NORTH LINE OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER 05-  
34 16-133-006; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST  
35 TO THE EAST LINE OF THE PROPERTY HAVING A PERMANENT INDEX NUMBER 05-16-133-009;  
36 THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF THE PROPERTY HAVING A  
37 PERMANENT INDEX NUMBER 05-16-133-010; THENCE EAST ALONG SAID NORTH LINE AND  
38 SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF MAIN STREET; THENCE SOUTH  
39 ALONG SAID EAST LINE TO THE NORTH LINE OF WESLEY STREET; THENCE EAST ALONG SAID  
40 NORTH LINE TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

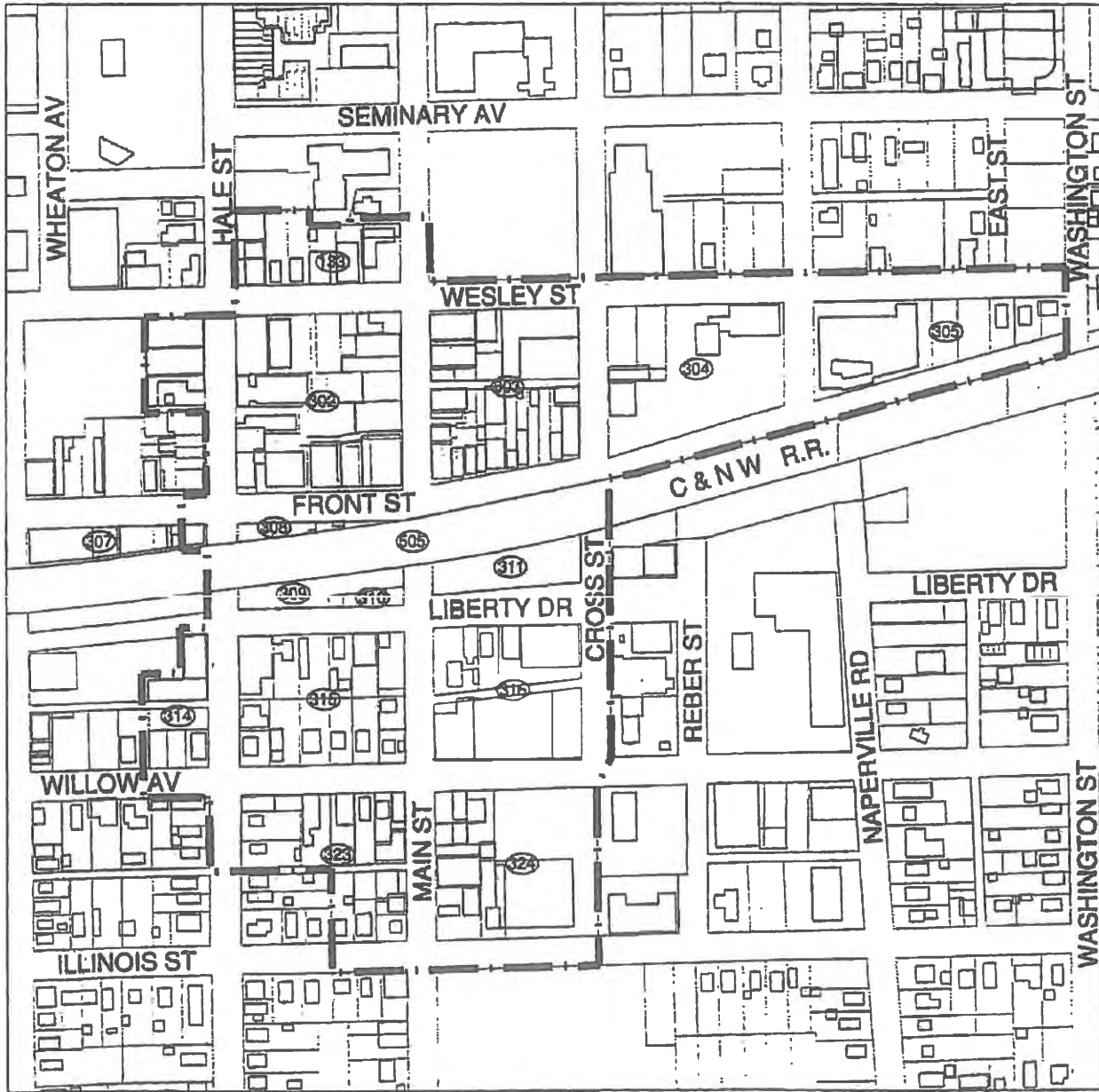
# Project Area

## Exhibit 1




### Main Street Redevelopment Project

Downtown Wheaton

0 175' 350'



#### LEGEND

-  Existing Building
-  TIF 2 Redevelopment Area Boundary
-  Block Number



**TESKA ASSOCIATES INC.**  
827 Grove Street  
Evanston, Illinois 60201  
847.869.2015

August 12, 1999



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE     )

CERTIFICATE OF COMPLIANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Manager of the City of Wheaton, DuPage County, Illinois and as such, the Chief Executive Officer of the City of Wheaton. I do hereby further certify that, according to the records of the City in my official possession and to the best of my knowledge, the City has complied with all requirements pursuant to 65 ILCS 5/11-74.4-5(d)(3) of the Tax Increment Allocation Redevelopment Act, as amended, for that certain redevelopment project area known as the Main Street Redevelopment Project Area for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 14<sup>th</sup> day of June 2024.

  
\_\_\_\_\_  
Michael G. Dzigan, City Manager

ATTEST:

  
\_\_\_\_\_  
Andrea Rosedale, City Clerk

[SEAL]





May 28, 2024

Office of the Illinois State Comptroller  
James R. Thompson Center  
100 West Randolph Street  
Suite 15-500  
Chicago, Illinois 60601

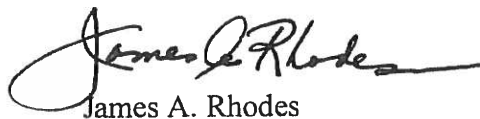
**Re: Attorney Review of City of Wheaton Main Street Redevelopment Project  
Area TIF  
Unit Code: 022/125/30**

To Whom It May Concern:

Please be advised that I am the duly appointed Special Counsel for the City of Wheaton, Illinois. In my capacity as the Special Counsel, I have conducted a review of all information provided to me by the City staff and consultants in connection with the above-referenced Main Street Redevelopment Project Area. Based upon my review of the information provided to me, it is my opinion that the City has conformed to all the applicable requirements of the Illinois Tax Increment Allocation Redevelopment Act for the fiscal year beginning January 1, 2023 and ending December 31, 2024.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.



James A. Rhodes

cc. Robert Lehnhardt

CITY OF WHEATON

MAIN STREET REDEVELOPMENT PROJECT AREA

TIF District #2 expired and was terminated, as of December 31, 2022, by City ordinance on October 17, 2022. However, contracts for project area costs and obligations for the Downtown Streetscape Project, approved and incurred prior to the expiration date of the TIF, have not been closed with some work remaining to be completed.

In fiscal year 2023, the TIF incurred expenses for the downtown streetscape project, public alley resurfacing project, and legal services.



## CITY OF WHEATON, ILLINOIS

COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS

December 31, 2023

	Special Revenue		
	Motor Fuel Tax	Foreign Fire Insurance Tax	Special Service Area #8
<b>ASSETS</b>			
Cash and Investments	\$ 1,703,937	\$ 231,956	\$ -
Receivables (Net, Where Applicable, of Allowances for Uncollectibles)			
Property Taxes	-	-	421,441
Accounts	210,643	-	-
Other	5,577	-	-
<b>TOTAL ASSETS</b>	<b>\$ 1,920,157</b>	<b>\$ 231,956</b>	<b>\$ 421,441</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
<b>LIABILITIES</b>			
Accounts Payable	\$ 233,656	\$ -	\$ -
Contracts Payable	125,622	-	-
Total Liabilities	359,278	-	-
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable Property Taxes	-	-	421,441
Total Deferred Inflows of Resources	-	-	421,441
Total Liabilities and Deferred Inflows of Resources	359,278	-	421,441
<b>FUND BALANCES</b>			
Restricted for Highways and Streets	1,560,879	-	-
Restricted for Public Safety	-	231,956	-
Restricted for TIF Development	-	-	-
Restricted for Capital	-	-	-
Total Fund Balances	1,560,879	231,956	-
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>	<b>\$ 1,920,157</b>	<b>\$ 231,956</b>	<b>\$ 421,441</b>

Tax Increment Financing #2	Special Revenue		Capital Projects	Total
	State Forfeiture	Federal Forfeiture	2018 GO Bond	
\$ 775,600	\$ 259,356	\$ 39,810	\$ 510,942	\$ 3,521,601
-	-	-	-	421,441
-	-	-	-	210,643
3,803	-	-	2,310	11,690
<b>\$ 779,403</b>	<b>\$ 259,356</b>	<b>\$ 39,810</b>	<b>\$ 513,252</b>	<b>\$ 4,165,375</b>
\$ 3,299	\$ 3,120	\$ -	\$ 544	\$ 240,619
413,491	-	-	204,681	743,794
416,790	3,120	-	205,225	984,413
-	-	-	-	421,441
-	-	-	-	421,441
416,790	3,120	-	205,225	1,405,854
-	-	-	-	1,560,879
-	256,236	39,810	-	528,002
362,613	-	-	-	362,613
-	-	-	308,027	308,027
362,613	256,236	39,810	308,027	2,759,521
<b>\$ 779,403</b>	<b>\$ 259,356</b>	<b>\$ 39,810</b>	<b>\$ 513,252</b>	<b>\$ 4,165,375</b>

(See independent auditor's report.)

CITY OF WHEATON, ILLINOIS

Attachment K

SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
TAX INCREMENT FINANCING #2 FUND

For the Year Ended December 31, 2023  
(with Comparative Actual Amounts for the Fiscal Year Ended December 31, 2022)

	2023			2022 Actual
	Original Budget	Final Budget	Actual	
<b>REVENUES</b>				
Taxes				
Property Taxes	\$ -	\$ -	\$ -	\$ 2,588,656
Investment Income	-	-	46,173	1,614
Miscellaneous	-	-	6,067	27,662
Total Revenues	-	-	52,240	2,617,932
<b>EXPENDITURES</b>				
General Government				
Charges and Services	-	-	810	199,870
Capital Outlay	500,000	500,000	204,029	2,127,620
Total Expenditures	500,000	500,000	204,839	2,327,490
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(500,000)	(500,000)	(152,599)	290,442
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers In	-	-	-	1,106,257
Transfers (Out)	-	-	-	(1,014,878)
Total Other Financing Sources (Uses)	-	-	-	91,379
NET CHANGE IN FUND BALANCE	\$ (500,000)	\$ (500,000)	(152,599)	381,821
FUND BALANCE, JANUARY 1			515,212	133,391
FUND BALANCE, DECEMBER 31			\$ 362,613	\$ 515,212

(See independent auditor's report.)



1415 West Diehl Road, Suite 400  
Naperville, IL 60563  
630.566.8400

**SIKICH.COM**

## INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor  
Members of the City Council  
City of Wheaton, Illinois

We have examined management's assertion, included in its representation letter dated June 12, 2024 that the City of Wheaton, Illinois (the City) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2023. Management is responsible for the City's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

In our opinion, management's assertion that the City of Wheaton, Illinois complied with the aforementioned requirements for the year ended December 31, 2023 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Mayor, the City Council, management of the City, the Illinois State Comptroller's Office and the joint review Councils and is not intended to be and should not be used by anyone other than these specified parties.

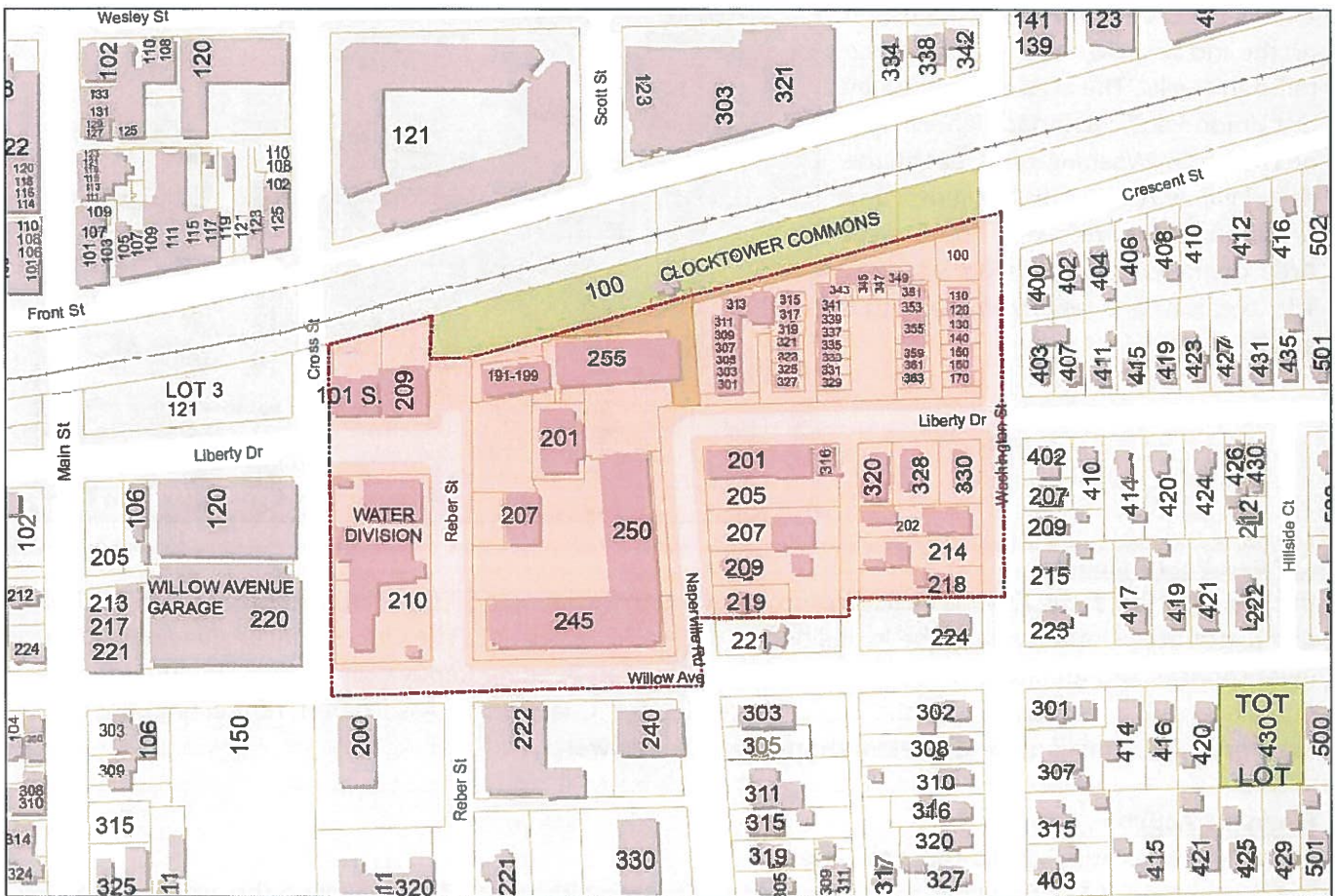
*SiKich CPA LLC*

Naperville, Illinois  
June 12, 2024



# CITY OF WHEATON

## Tax Increment Financing District Number Three Courthouse Redevelopment Project Area



Annual Report  
Fiscal Year 2023  
January 1, 2023 – December 31, 2023

**City of Wheaton**  
**Tax Increment Financing District Number Three**  
**Courthouse Redevelopment Project Area**  
**Annual Report**  
**Fiscal Year 2023**  
**January 1, 2023 – December 31, 2023**

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**TIF Establishment**

The City of Wheaton established Tax Increment Financing (TIF) District Three on March 17, 2005. A separate report analyzing the Courthouse Redevelopment Area was completed by Teska Associates Inc. and provides the supporting details which led to the implementation of the TIF District. The TIF will expire on December 31, 2028. The 2027 Tax Levy, collected in 2028, will be the last levy year for the TIF.

**Project Area**

The Project Area consists of a portion of the downtown area south of the railroad tracks. The area is bounded by the Union Pacific Railroad right-of-way on the north, Washington Street on the east, Willow Avenue on the south, and Cross Street on the west. The Project Area contains 28 parcels on 5 blocks. The total area is approximately 10.8 acres.



**Current Year Activity**

In fiscal year 2023, the City Council adopted a resolution declaring a \$3.0 million surplus in TIF District #3 and distributed these funds to the taxing bodies within TIF District #3. The City also incurred expenses for legal services and architect services for the Water Division Building Renovation Project. In addition, the City received a request from the Courthouse Square Community Association requesting financial assistance (\$1.5 million) for the restoration of the Clocktower.

**Financial Activity**

**Total Revenues and Expenditures to Date**

Total revenues of \$30.9 million have exceeded total expenditures of \$26.3 million in the amount of \$4.7 million through December 31, 2023. Total revenues to date include \$21.2 million from property tax increment, bond proceeds of \$7.7 million, developer guarantees of \$1.3 million, investment income of \$0.7 million, and miscellaneous revenues of \$8,619. Total expenditures to date include \$11.3 million for debt service, \$7.7 million for redevelopment programs, \$3.0 million for surplus distributions, \$2.5 million for transfers to TIF District #2, \$1.4 million for contractual services, \$244,587 for construction, \$91,597 for consultant services, and \$14,134 for interest expense.

**Revenues vs. Expenditures  
Inception to December 31, 2023**

<b>REVENUES</b>	
Property Tax Increment	\$ 21,248,197
Bond Proceeds	7,700,000
Developer Guarantee	1,274,393
Investment Income	698,278
Miscellaneous	8,619
<b>Total Revenues</b>	<b>\$ 30,929,487</b>
<b>EXPENDITURES</b>	
Debt Service	\$ 11,318,940
Redevelopment Programs	7,700,000
Surplus Distribution	3,000,000
Transfer to TIF 2	2,456,257
Contractual Services	1,448,331
Construction Costs	244,587
Consultant Services	91,597
Interest Expense	14,134
<b>Total Expenditures</b>	<b>\$ 26,273,846</b>
<b>Revenues over/(under)</b>	
<b>Expenditures</b>	<b>\$ 4,655,641</b>

**Fiscal Year 2023 Revenues and Expenditures**

Total revenues for fiscal year 2023 were \$2.6 million, which included \$2.3 million in incremental property tax revenue and \$0.3 million in investment income. Expenditures totaled \$3.02 million, consisting of \$3.0 million for surplus distributions, \$8,100 for architect services for the Water Division Building Renovation Project, and \$13,480 for legal services.

**Revenues vs. Expenditures  
Fiscal Year 2023**

<b>REVENUES</b>	
Property Tax Increment	\$ 2,335,029
Investment Income	270,481
<b>Total Revenues</b>	<b>\$ 2,605,510</b>
<b>EXPENDITURES</b>	
Surplus Distribution	\$ 3,000,000
Contractual Services	21,580
<b>Total Expenditures</b>	<b>\$ 3,021,580</b>
<b>Revenues over/(under)</b>	
<b>Expenditures</b>	<b>\$ (416,070)</b>

**Debt Service**

The City issued \$8,350,000 Taxable General Obligation Bonds, Series 2005B on June 1, 2005. The issuance provided the funds to reimburse certain redevelopment costs associated with the Courthouse Square Redevelopment Project. During fiscal year 2015/16, the City issued Taxable General Obligation Refunding Bond Series 2015 to refund the 2005B General Obligation Bond Issue. The refunding of the bonds achieved a net present value savings of \$103,448 with a true interest cost of 1.9868%. TIF District #3 incremental property tax revenue was used to pay the annual debt service. In fiscal year 2020, the debt was retired. There are no remaining debt issues outstanding in the TIF.



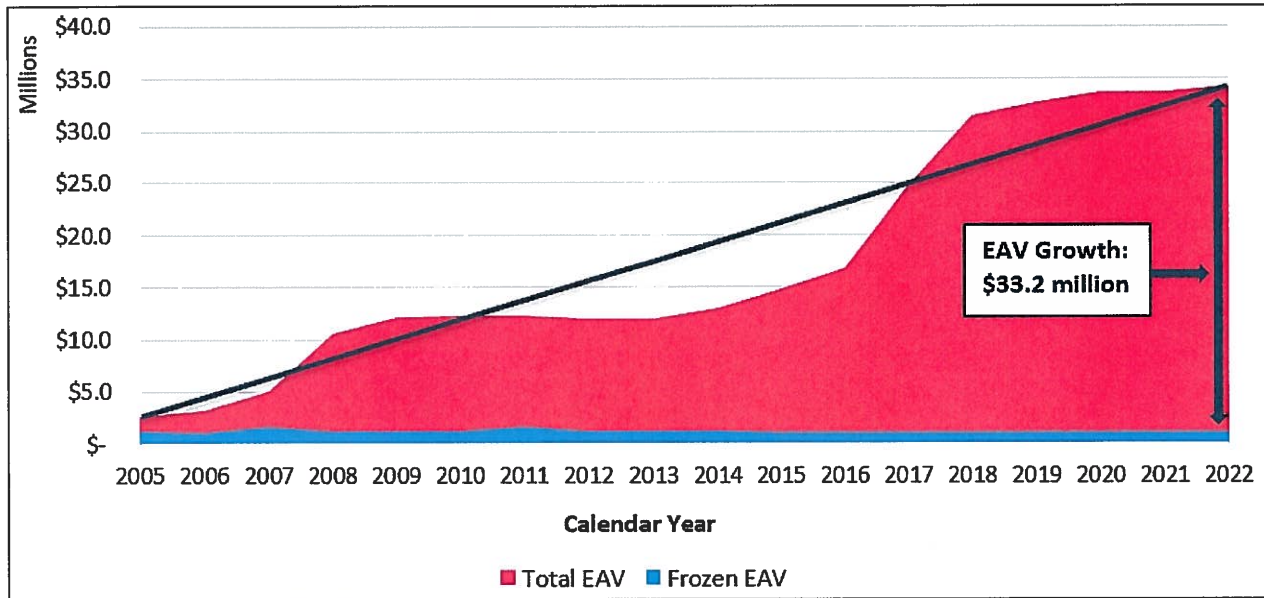
**Equalized Assessed Value and Incremental Property Tax Revenues**

The TIF’s initial frozen Equalized Assessed Valuation (EAV) in 2005 was certified by the DuPage County Clerk at \$1.2 million.

- 2022 Total EAV: \$34.3 million; an increase of \$0.5 million (or 1.6%) from the 2021 EAV.
- 2022 Incremental EAV: \$33.2 million.
- 2022 Incremental Property Tax Revenues: \$2.3 million.

The following charts provide a history of the EAV and Incremental Property Tax Revenues.

**Equalized Assessed Value (EAV)  
2005 - 2022**



**EAV and Incremental Property Tax Revenues  
Levy Years 2005 – 2022**

Levy Year	Budget Year	Total EAV	EAV \$ Change	EAV % Change	Incremental EAV	Incremental Tax Revenue	Incremental Tax Revenue \$ Change
Initial		\$ 1,196,620					
2005	2006/07	\$ 2,676,540	\$ 1,479,920	123.7%	\$ 1,479,920	\$ 93,820	
2006	2007/08	\$ 3,243,270	\$ 566,730	21.2%	\$ 2,116,300	\$ 128,131	\$ 34,311
2007	2008/09	\$ 5,131,543	\$ 1,888,273	58.2%	\$ 3,499,923	\$ 207,883	\$ 79,752
2008	2009/10	\$ 10,538,478	\$ 5,406,935	105.4%	\$ 9,341,858	\$ 541,051	\$ 333,168
2009	2010/11	\$ 12,214,064	\$ 1,675,586	15.9%	\$ 11,017,444	\$ 652,315	\$ 111,264
2010	2011/12	\$ 12,239,269	\$ 25,205	0.2%	\$ 11,042,649	\$ 696,947	\$ 44,632
2011	2012/13	\$ 12,295,278	\$ 56,009	0.5%	\$ 10,691,670	\$ 722,589	\$ 25,642
2012	2013/14	\$ 11,964,477	\$ (330,801)	-2.7%	\$ 10,770,057	\$ 797,002	\$ 74,413
2013	2014/15	\$ 11,956,074	\$ (8,403)	-0.1%	\$ 10,769,044	\$ 850,190	\$ 53,188
2014	2015/16	\$ 13,031,003	\$ 1,074,929	9.0%	\$ 11,844,713	\$ 952,945	\$ 102,755
2015	2016/17	\$ 14,837,620	\$ 1,806,617	13.9%	\$ 13,740,080	\$ 1,095,289	\$ 142,344
2016	2017/18	\$ 16,804,298	\$ 1,966,678	13.3%	\$ 15,701,818	\$ 1,205,154	\$ 109,865
2017	SY 2018	\$ 24,802,999	\$ 7,998,701	47.6%	\$ 23,699,319	\$ 1,759,192	\$ 554,038
2018	2019	\$ 31,459,368	\$ 6,656,369	26.8%	\$ 30,355,688	\$ 2,232,615	\$ 473,423
2019	2020	\$ 32,744,780	\$ 1,285,412	4.1%	\$ 31,641,100	\$ 2,299,095	\$ 66,480
2020	2021	\$ 33,723,480	\$ 978,700	3.0%	\$ 32,619,800	\$ 2,341,685	\$ 42,590
2021	2022	\$ 33,725,330	\$ 1,850	0.0%	\$ 32,621,650	\$ 2,337,265	\$ (4,420)
2022	2023	\$ 34,274,132	\$ 548,802	1.6%	\$ 33,170,452	\$ 2,335,029	\$ (2,236)

**Redevelopment Projects**

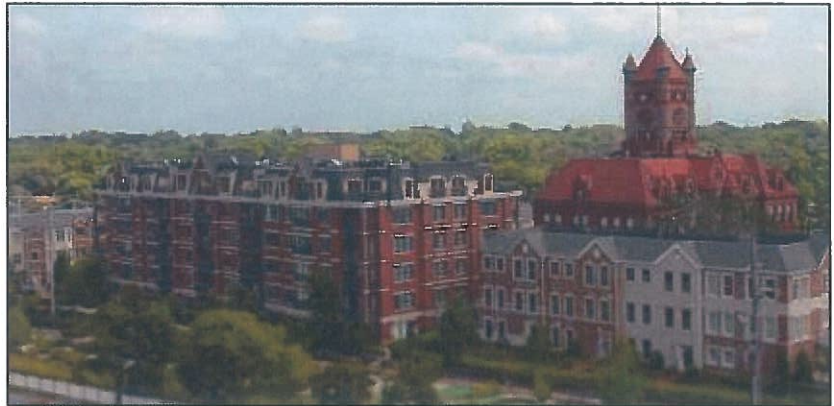
The following table shows the private and public investments for redevelopment projects and public improvements within the TIF District.

**Schedule of Private and Public Investments  
December 31, 2023**

Project No.	Project	Private Investment	Public Investment	Total Investment
1	Courthouse Square	\$ 40,000,000	\$ 7,700,000	\$ 47,700,000
2	Public Alley Reconstruction	-	251,001	251,001
3	Water Division Building Renovation	-	9,000	9,000
<b>Totals</b>		<b>\$ 40,000,000</b>	<b>\$ 7,960,001</b>	<b>\$ 47,960,001</b>

**Project 1 - Courthouse Square (Reber Street/Liberty Drive) Project.**

The redevelopment of the former DuPage County Courthouse and campus of National Louis University into a residential and office development achieved the goal of ensuring that new development reflects the high-quality character of the City by preserving the landmark county courthouse and states attorney buildings. The project also



achieved the goal of maintaining and diversifying the existing economic base of the community by providing additional multiple family dwellings within the Wheaton Central Planning Area. The project also met a goal by providing an alternative use of the former institutional uses of the property.

**Project 2 – Public Alley Reconstruction Project.** The public alley reconstruction project, located between Willow Avenue and Liberty Street, included the replacement of storm sewer, reconstruction of the pavement surface, installation of curb, and replacement of the entire roadway base.

**Project 3 – Water Division Building Renovation Project.** The water division building was built in 1925 with additions/renovations occurring in 1960, 1962 and 1990 to meet the needs of the community and to create a unified style. The last maintenance on the exterior occurred around 1993. The exterior is cracking and due to water finding its way behind the material in some panels, some panels are warping. The project includes rehabilitation efforts to restore the façade of the building and create a more attractive architectural style that is more compatible with adjacent structures, most notably the historic courthouse and states attorney buildings east of the building.



### **TIF Financial Projections**

The end of this report includes projections for future incremental property tax revenues and expenditures for the remaining years of the TIF. The financial projections are based on current known developments and other estimated project expenses at this time and are subject to change depending on multiple variables, such as new developments, the national economy, local economic conditions, EAV growth/no growth, and property tax assessment appeals.

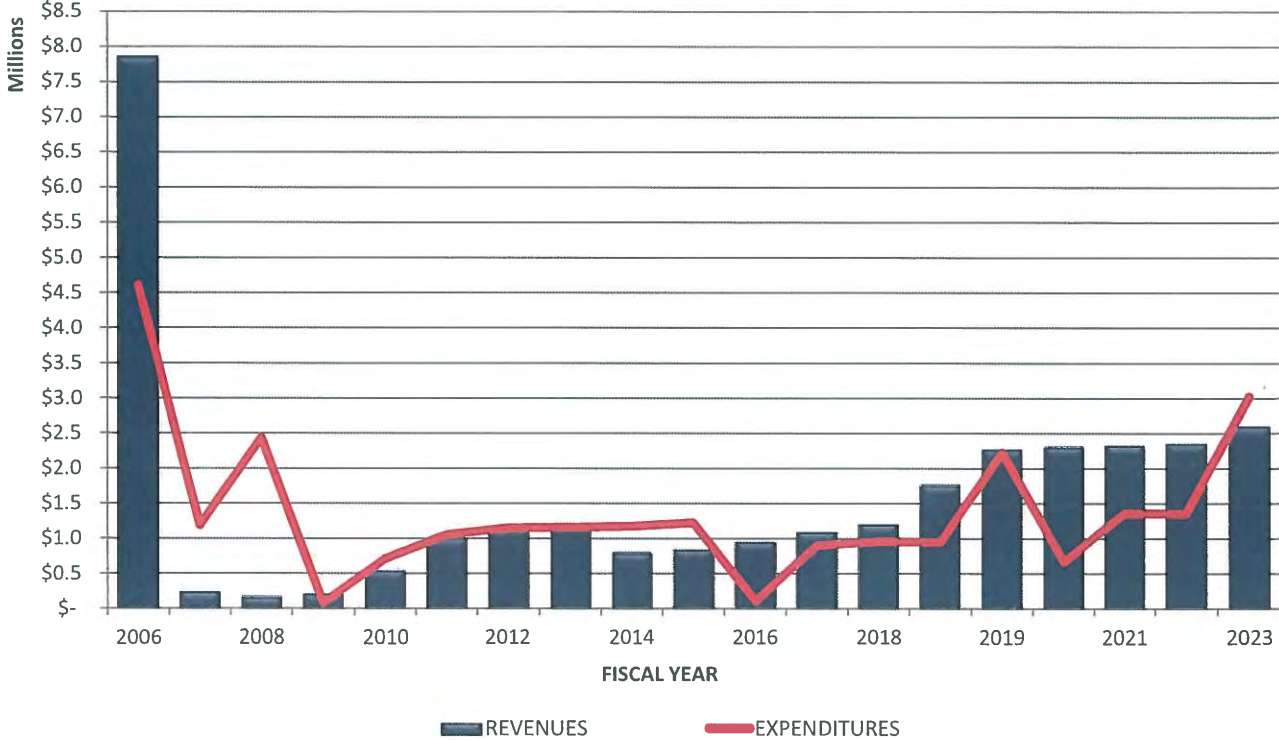
The financial projections assume the Courthouse Square Apartments being assessed at the current market value of \$37.6 million and estimated annual EAV increases of 1.0% through the remaining years of the TIF. The revenue projections do not include any new development projects. In addition, estimated expenditures of \$4.6 million for redevelopment projects and public works improvements are included.

The remaining pages of the report provide detailed financial and projection schedules for the TIF.

**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
December 31, 2023**

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**Revenues versus Expenditures**



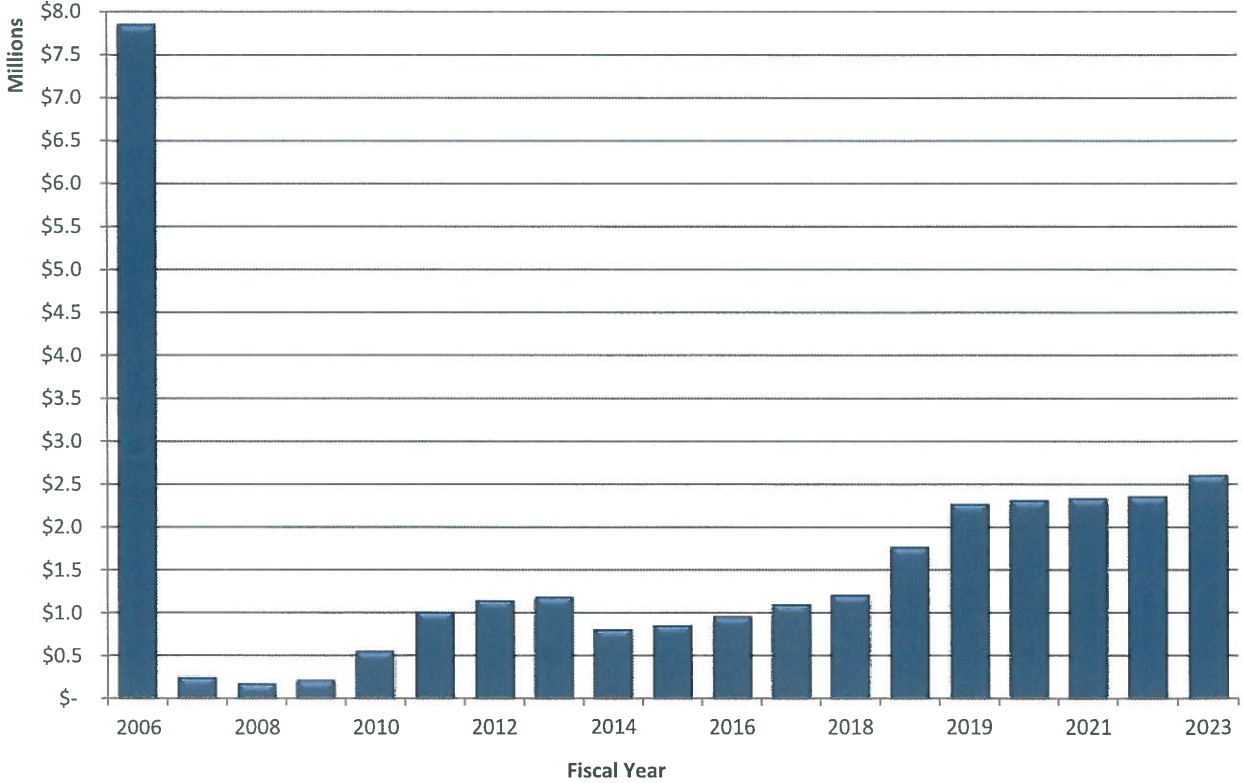
**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
Revenues vs Expenditures  
December 31, 2023**

	Totals thru 12/31/2022	Fiscal Year 2023	Totals thru 12/31/2023
<b>REVENUES</b>			
Property Tax Increment	\$ 18,913,168	\$ 2,335,029	\$ 21,248,197
Bond Proceeds	7,700,000	-	7,700,000
Developer Guarantee	1,274,393	-	1,274,393
Investment Income	427,797	270,481	698,278
Miscellaneous	8,619	-	8,619
<b>Total Revenues</b>	<b>\$ 28,323,977</b>	<b>\$ 2,605,510</b>	<b>\$ 30,929,487</b>
<b>EXPENDITURES</b>			
Debt Service	\$ 11,318,940	\$ -	\$ 11,318,940
Redevelopment Programs	7,700,000	-	7,700,000
Surplus Distribution	-	3,000,000	3,000,000
Transfer to TIF 2	2,456,257	-	2,456,257
Contractual Services	1,426,751	21,580	1,448,331
Construction Costs	244,587	-	244,587
Consultant Services	91,597	-	91,597
Interest Expense	14,134	-	14,134
<b>Total Expenditures</b>	<b>\$ 23,252,266</b>	<b>\$ 3,021,580</b>	<b>\$ 26,273,846</b>
<b>Revenues over/(under) Expenditures</b>	<b>\$ 5,071,711</b>	<b>\$ (416,070)</b>	<b>\$ 4,655,641</b>

**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
December 31, 2023**

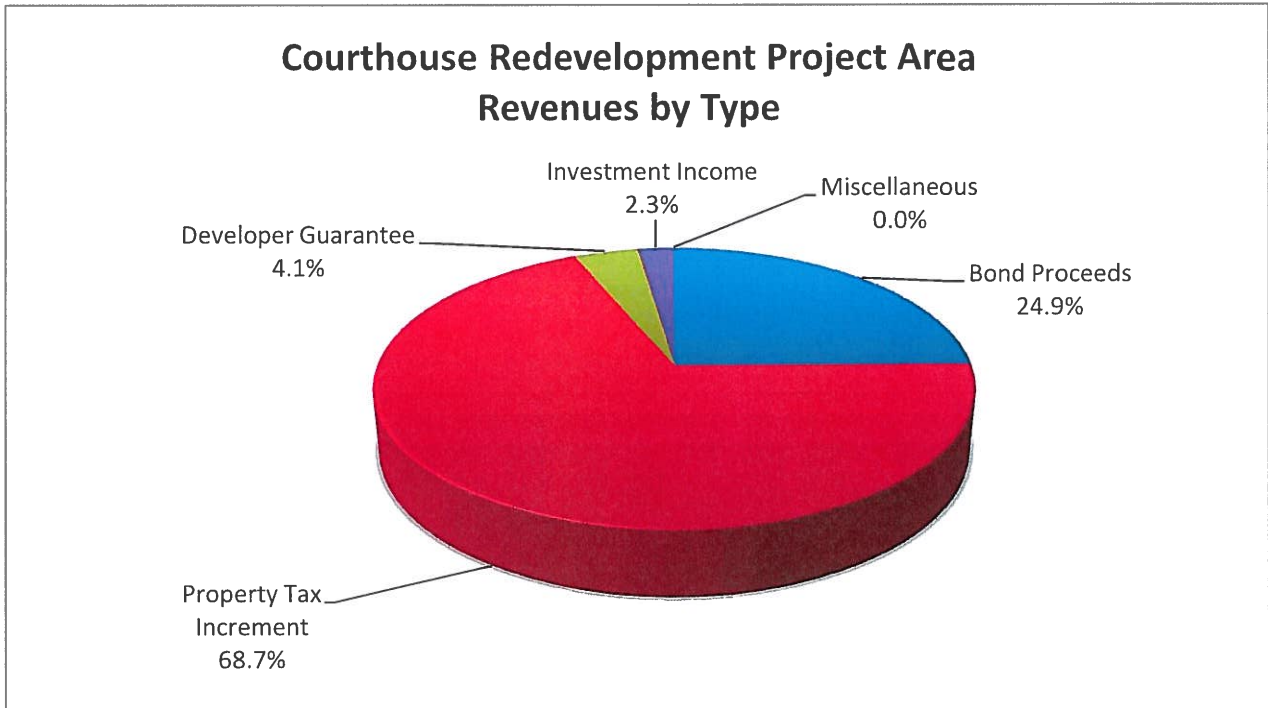
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**Revenues**



**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
Revenues  
December 31, 2023**

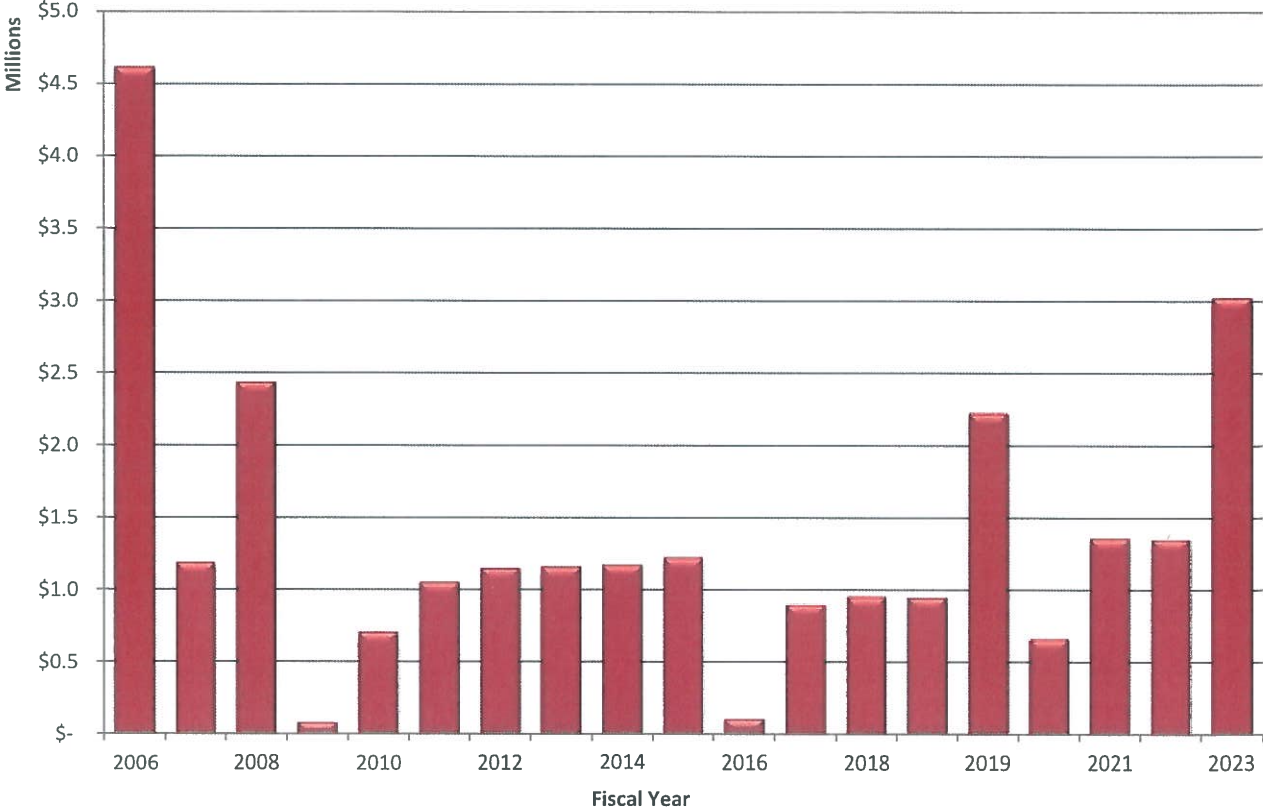
	Totals thru 12/31/2022	Fiscal Year 2023	Totals thru 12/31/2023
Property Tax Increment	\$ 18,913,168	\$ 2,335,029	\$ 21,248,197
Bond Proceeds	7,700,000	-	7,700,000
Developer Guarantee	1,274,393	-	1,274,393
Investment Income	427,797	270,481	698,278
Miscellaneous	8,619	-	8,619
<b>Total Revenues</b>	<b>\$ 28,323,977</b>	<b>\$ 2,605,510</b>	<b>\$ 30,929,487</b>



**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
December 31, 2023**

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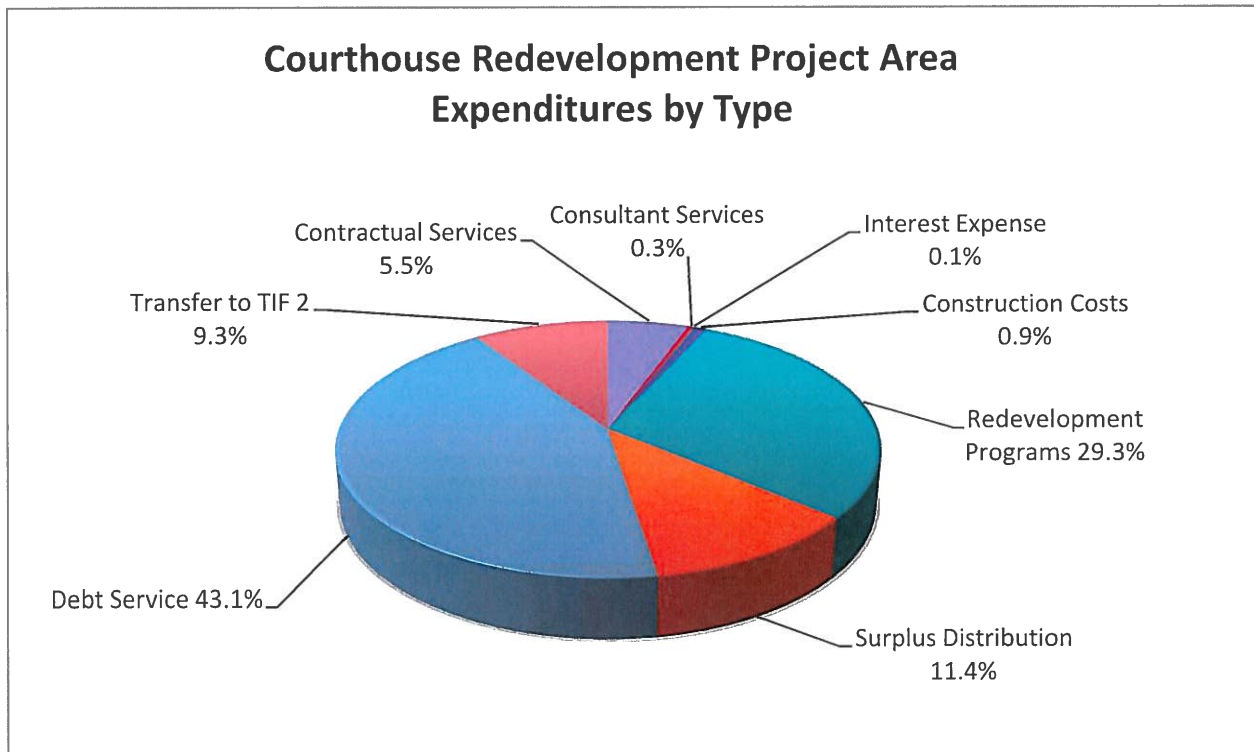
**Expenditures**





**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
Expenditures  
December 31, 2023**

	Totals thru 12/31/2022	Fiscal Year 2023	Totals thru 12/31/2023
Debt Service	\$ 11,318,940	\$ -	\$ 11,318,940
Redevelopment Programs	7,700,000	-	7,700,000
Surplus Distribution	-	3,000,000	3,000,000
Transfer to TIF 2	2,456,257	-	2,456,257
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Construction Costs	244,587	-	244,587
Consultant Services	91,597	-	91,597
Interest Expense	14,134	-	14,134
<b>Total Expenditures</b>	<b>\$ 23,252,266</b>	<b>\$ 3,021,580</b>	<b>\$ 26,273,846</b>



**City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
December 31, 2023**

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**Projections**

- **Incremental Property Tax Revenues – Actual and Projected**
- **Revenue and Expenditure Projections**

City of Wheaton  
TIF District Number Three  
Courthouse Redevelopment Project Area  
Incremental Tax Revenues  
Actual and Projected  
December 31, 2023

TIF Year	Tax Levy Year	Tax Collection Year	Budget Year	Total EAV (1)	Total EAV Change	Total EAV % Change	Frozen EAV	Incremental EAV	Incremental EAV % Change	Total Incremental Property Tax Revenues (2)	Collected Incremental Property Tax Revenues (3)	Blended Tax Rate (4)
<b>Actual</b>												
1	2005	2006	2006/07	\$ 2,676,540	\$ 1,479,920	123.7%	\$ 1,196,620	\$ 1,479,920		\$ 93,820	\$ 93,820	\$ 6.3395
2	2006	2007	2007/08	3,243,270	566,730	21.2%	1,126,970	2,116,300	43.0%	129,065	128,131	6.0986
3	2007	2008	2008/09	5,131,543	1,888,273	58.2%	1,631,620	3,499,923	65.4%	207,883	207,883	5.9396
4	2008	2009	2009/10	10,538,478	5,406,935	105.4%	1,196,620	9,341,858	166.9%	541,936	541,051	5.8012
5	2009	2010	2010/11	12,214,064	1,675,586	15.9%	1,196,620	11,017,444	17.9%	652,315	652,315	5.9207
6	2010	2011	2011/12	12,239,269	25,205	0.2%	1,196,620	11,042,649	0.2%	697,996	696,947	6.3209
7	2011	2012	2012/13	12,295,278	56,009	0.5%	1,603,608	10,691,670	-3.2%	723,100	722,589	6.7632
8	2012	2013	2013/14	11,964,477	(330,801)	-2.7%	1,194,420	10,770,057	0.7%	800,027	797,002	7.4283
9	2013	2014	2014/15	11,956,074	(8,403)	-0.1%	1,187,030	10,769,044	0.0%	855,232	850,190	7.9416
10	2014	2015	2015/16	13,031,003	1,074,929	9.0%	1,186,290	11,844,713	10.0%	967,569	952,945	8.1688
11	2015	2016	2016/17	14,837,620	1,806,617	13.9%	1,097,540	13,740,080	16.0%	1,102,544	1,095,289	8.0243
12	2016	2017	2017/18	16,804,298	1,966,678	13.3%	1,102,480	15,701,818	14.3%	1,206,376	1,205,154	7.6830
13	2017	2018	SY 2018	24,802,999	7,998,701	47.6%	1,103,680	23,699,319	50.9%	1,765,047	1,759,192	7.4477
14	2018	2019	2019	31,459,368	6,656,369	26.8%	1,103,680	30,355,688	28.1%	2,234,032	2,232,615	7.3595
15	2019	2020	2020	32,744,780	1,285,412	4.1%	1,103,680	31,641,100	4.2%	2,299,452	2,299,095	7.2673
16	2020	2021	2021	33,723,480	978,700	3.0%	1,103,680	32,619,800	3.1%	2,361,823	2,341,685	7.2405
17	2021	2022	2022	33,725,330	1,850	0.0%	1,103,680	32,621,650	0.0%	2,345,545	2,337,265	7.1901
18	2022	2023	2023	34,274,132	548,802	1.6%	1,103,680	33,170,452	1.7%	2,335,029	2,335,029	7.0395
<b>Actual Sub-Total</b>										<b>\$ 21,318,791</b>	<b>\$ 21,248,197</b>	
<b>Projected</b>												
19	2023	2024	2024	33,879,956	(394,176)	-1.2%	1,030,790	32,849,166	-1.0%	2,272,452	2,249,727	6.9178
20	2024	2025	2025	34,218,756	338,800	1.0%	1,030,790	33,187,966	1.0%	2,295,877	2,272,918	6.9178
21	2025	2026	2026	34,560,944	342,188	1.0%	1,030,790	33,530,154	1.0%	2,319,549	2,296,354	6.9178
22	2026	2027	2027	34,906,553	345,609	1.0%	1,030,790	33,875,763	1.0%	2,343,458	2,320,023	6.9178
23	2027	2028	2028	35,255,619	349,066	1.0%	1,030,790	34,224,829	1.0%	2,367,605	2,343,929	6.9178
<b>Projected Sub-Total</b>										<b>\$ 11,598,941</b>	<b>\$ 11,482,951</b>	
<b>Grand Total</b>										<b>\$ 32,917,732</b>	<b>\$ 32,731,148</b>	

- (1) Total EAV: Initial Valuation: \$ 1,196,620  
Annual Increase Assumption: 1.0%
- (2) Incremental Property Tax Revenues Assumption: Blended Tax Rate based on 2023 rate.
- (3) Incremental Property Tax Revenue Collection Assumption: Collection %: 99%
- (4) Blended Tax Rate: Due to multiple tax codes in the TIF District, the tax rate is calculated based on Incremental EAV and Total Incremental Property Tax Revenues extended.

**City of Wheaton**  
**TIF District Number Three**  
**Courthouse Redevelopment Project Area**  
**Revenue and Expenditure Projections**  
**December 31, 2023**

TIF Year	Tax Levy Year	Tax Collection Year	Tax	Budget Year	Revenues			Expenditures			Annual Surplus/(Deficit)	Cumulative Surplus/(Deficit)
					Incremental Tax Revenues	Interest Income	Total Revenues	Redevelopment Projects	Other Expenses	Total Expenditures		
19	2023	2024		2024	\$ 2,249,727	\$ 9,311	\$ 2,259,038	\$ 2,050,000	\$ 35,000	\$ 2,085,000	\$ 174,038	\$ 4,655,641
20	2024	2025		2025	2,272,918	9,659	2,282,577	2,500,000	35,000	2,535,000	(252,423)	4,829,679
21	2025	2026		2026	2,296,354	9,155	2,305,509	-	35,000	35,000	2,270,509	6,847,765
22	2026	2027		2027	2,320,023	13,696	2,333,719	-	35,000	35,000	2,298,719	9,146,484
23	2027	2028		2028	2,343,929	18,293	2,362,222	-	35,000	35,000	2,327,222	11,473,706
<b>Totals</b>					<b>\$ 11,482,951</b>	<b>\$ 60,114</b>	<b>\$ 11,543,065</b>	<b>\$ 4,550,000</b>	<b>\$ 175,000</b>	<b>\$ 4,725,000</b>		

**Notes:**

1. Expenditures are based on current known estimated project expenses at this time and does include future, yet to be approved, projects.

Redevelopment Projects	2024	2025	2026	2024-2026 Total	
				2024	Total
Water Division Building Renovation	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000
Block 320 - Redevelopment Projects	\$ 50,000	\$ 2,500,000	\$ -	\$ -	\$ 2,550,000
<b>Total Redevelopment Projects</b>	<b>\$ 2,050,000</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,550,000</b>



FY 2023

ANNUAL TAX INCREMENT FINANCE  
REPORT



SUSANA A. MENDOZA  
ILLINOIS STATE COMPTROLLER

Name of Municipality: City of Wheaton Reporting Fiscal Year: 2023  
County: DuPage Fiscal Year End: 12/31/2023  
Unit Code: 022/125/30

FY 2023 TIF Administrator Contact Information-Required

First Name: James Last Name: Kozik  
Address: 303 W Wesley St, PO Box 727 Title: Dir of Planning & Economic Development  
Telephone: 630-260-2008 City: Wheaton Zip: 60187  
E-mail: jkozik@wheaton.il.us

I attest to the best of my knowledge, that this FY 2023 report of the redevelopment project area(s)  
in the City/Village of: Wheaton  
is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

[Signature] Date: 6/13/24  
Written signature of TIF Administrator

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)

FILL OUT ONE FOR EACH TIF DISTRICT

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
Courthouse Redevelopment	3/17/2005	

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2023**

**Name of Redevelopment Project Area:**

Courthouse Redevelopment

**Primary Use of Redevelopment Project Area\*:** District

\*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

**If "Combination/Mixed" List Component Types:**

**Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):**

Tax Increment Allocation Redevelopment Act

Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment (labeled Attachment A).</b> <span style="float: right;"><b>For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).</b></b></span>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification (labeled Attachment B).</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion (labeled Attachment C).</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement (labeled Attachment D).</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) (labeled Attachment E).</b>	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information (labeled Attachment F).</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).</b>	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report (labeled Attachment H).</b>	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, <b>chosen by the municipality</b> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <b>and actual debt service.</b> [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</b>	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. <b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).</b>	X	

**SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**Provide an analysis of the special tax allocation fund.**

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 5,071,711

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 2,335,029	\$ 21,248,197	69%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 270,481	\$ 698,278	2%
Land/Building Sale Proceeds	\$ -	\$ -	0%
Bond Proceeds	\$ -	\$ 7,700,000	25%
Transfers from Municipal Sources	\$ -	\$ -	0%
Private Sources	\$ -	\$ 1,283,012	4%
Other (identify source _____; if multiple other sources, attach schedule)	\$ -	\$ -	0%

All Amount Deposited in Special Tax Allocation Fund \$ 2,605,510

Cumulative Total Revenues/Cash Receipts \$ 30,929,487 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 21,580

Transfers to Municipal Sources \$ -

Distribution of Surplus \$ 3,000,000

Total Expenditures/Disbursements \$ 3,021,580

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (416,070)

Previous Year Adjustment (Explain Below) \$ -

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 4,655,641

\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**Previous Year Explanation:**



**SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND**

**PAGE 1**

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Architect Services-Water Division Building Renovation	8,100	
Legal Services	13,480	
		\$ 21,580
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -



**SECTION 3.2 A**  
**PAGE 3**

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 21,580</b>



**SECTION 3.3** [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source**

<b>FUND BALANCE BY SOURCE</b>	<b>\$ 4,655,641</b>
-------------------------------	---------------------

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
<b>Total Amount Designated for Obligations</b>	<b>\$ -</b>	<b>\$ -</b>

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Block 320 - Redevelopment Projects		\$ 2,550,000
Water Division Building Renovation		\$ 2,000,000
Administrative Costs		\$ 100,000
School District Reimbursements-TIF Assisted Housing Projects		\$ 75,000
<b>Total Amount Designated for Project Costs</b>		<b>\$ 4,725,000</b>

<b>TOTAL AMOUNT DESIGNATED</b>	<b>\$ 4,725,000</b>
--------------------------------	---------------------

<b>SURPLUS/(DEFICIT)</b>	<b>\$ (69,359)</b>
--------------------------	--------------------

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.**

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
---	--

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 [20 ILCS 620/4.7 (7)(F)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**PAGE 1**

**Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.**

**Select ONE of the following by indicating an 'X':**

1. <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
--	--

2. The municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	3
<b>2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.</b>	2

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
<b>TOTAL:</b>			
Private Investment Undertaken (See Instructions)	\$ 40,000,000	\$ -	\$ -
Public Investment Undertaken	\$ 7,960,001	\$ 1,991,000	\$ -
Ratio of Private/Public Investment	5 1/40		0

**Project 1 Name: Courthouse Square**

Private Investment Undertaken (See Instructions)	\$ 40,000,000	\$ -	\$ -
Public Investment Undertaken	\$ 7,700,000	\$ -	\$ -
Ratio of Private/Public Investment	5 15/77		0

**Project 2 Name: Public Alley Reconstruction**

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 251,001	\$ -	\$ -
Ratio of Private/Public Investment	0		0

**Project 3 Name: Water Division Building Renovation**

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 9,000	\$ 1,991,000	\$ -
Ratio of Private/Public Investment	0		0

**Project 4 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 5 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 6 Name:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**SECTION 6** [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.  
**SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))**]

**FY 2023**

Name of Redevelopment Project Area:

Courthouse Redevelopment

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent
Public Alley Reconstruction	n/a	n/a	n/a	n/a
Water Division Building Renovation	n/a	n/a	n/a	n/a

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.
Public Alley Reconstruction	n/a	n/a
Water Division Building Renovation	n/a	n/a

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return
Public Alley Reconstruction	n/a
Water Division Building Renovation	n/a



**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**Provide a general description of the redevelopment project area using only major boundaries.**

The Area contains approximately 10.8 acres. The street location of the Area is generally: Union Pacific Railroad right-of-way on the north, Washington Street on the east, Willow Avenue on the south, and Cross Street on the west.

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	X
Map of District	X

## Section 7 - Legal Description of Redevelopment Project Area

### LEGAL DESCRIPTION

Parcel 1: All that property described as the courthouse block in Warren L. Wheaton's 2nd addition to Wheaton in Section 16, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded April 28, 1869 as document no. 11488, in DuPage County, Illinois.

Parcel 2: Lot 1 (except that part described as follows: beginning at the northwest corner of lot 1; thence south along the west line of lot 1, 50 feet; thence east and parallel to the south line of lot 1, 100 feet; thence north at right angles to last described line 75.29 feet, more or less, to the northerly line of lot 1; thence southwesterly along the northerly line of lot 1, 105.27 feet, more or less, to the northwest corner of lot 1 and the point of beginning) in Burckal's assessment plat or part of block 1 in Warren L. Wheaton's second addition to Wheaton, being a subdivision in the west ½ of the southeast ¼ and the east ½ of the southwest ¼ of Section 16, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of said Burckal's assessment plat recorded March 4, 1933 as document 334382, in DuPage County, Illinois.

Parcel 3: All that part of block 2 lying east of a straight line drawn across said block at a right angle with the south line thereof through a point on said south line, that is 77.2 feet west, measured on said south line, of the southeast corner of said block 2 and lying southerly of the premises conveyed to the Aurora, Elgin and Chicago railway company by deed recorded April 20, 1901 as document 73859, in Warren L. Wheaton's second addition to Wheaton, a subdivision of part of the southeast ¼ and part of the east ½ of the southwest ¼ of Section 16, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded April 28, 1869 as document 11488, in DuPage County, Illinois.

P.I.N. 05-16-318-001, 05-16-319-002, 05-16-312-002

And

Lots 1, 2, 3, 4, and 5 and Lots 9, 10, 11, 12, 13 and 14, except for the south 15 feet of lot 9 in Egger's Resubdivision, being a subdivision in the south half of Section 16, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in DuPage County, Illinois.

P.I.N's 05-16-320-001 thru 007 and 05-16-320-009 thru 011 and 05-16-320-013 and 014 and

05-16-320-018 thru 025

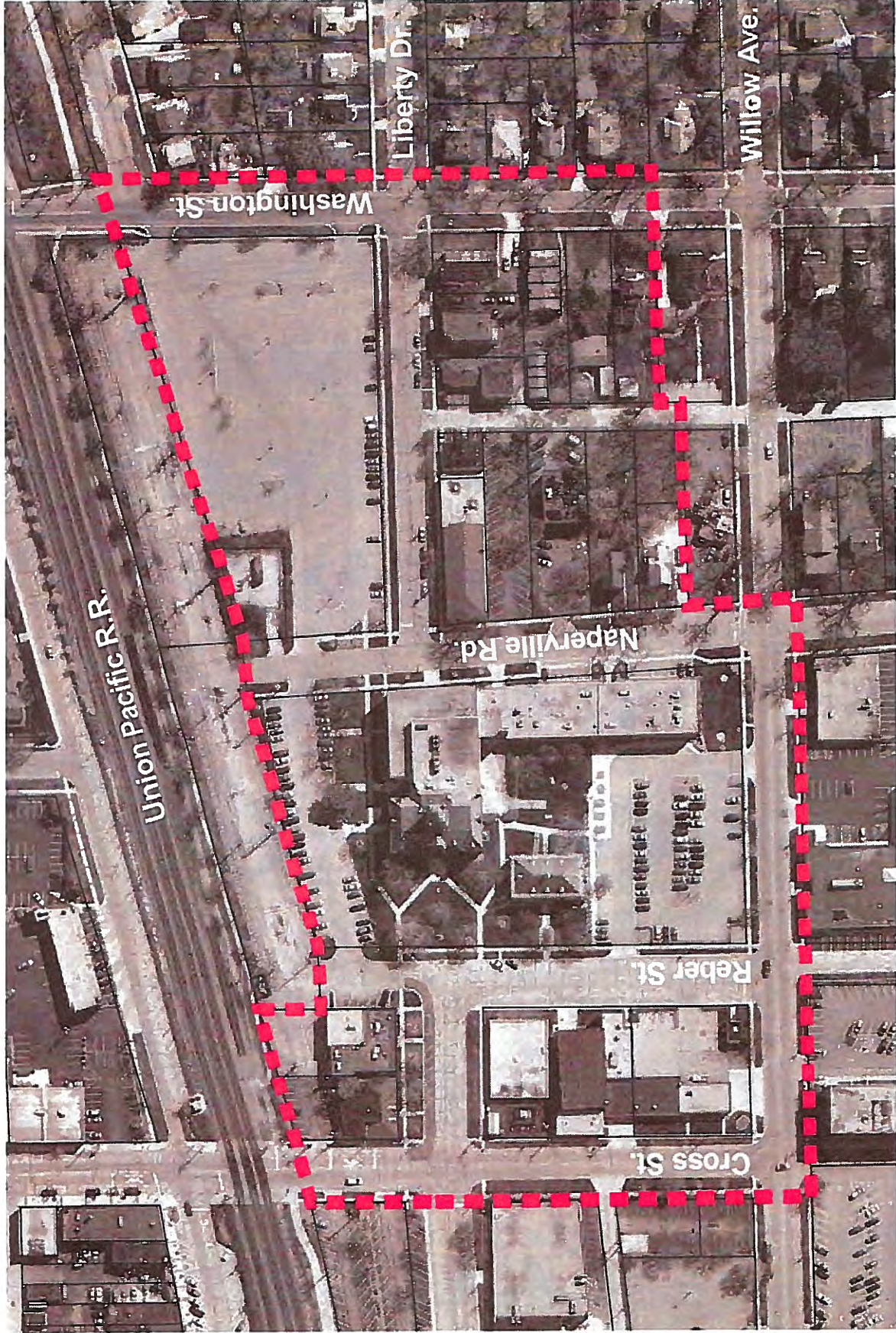
And

All of Blocks 2 and Lots 1 through 5 in Block #3 in Warren L. Wheaton's Second Addition to Wheaton, being a Subdivision in the Southwest Quarter of Section 16, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded in DuPage County, Illinois on April 28, 1869 as document no. 11488.

05-16-312-001, 002

05-16-317-001, 002

Section 7 - Map of District



0 Ft. 150 Ft.  
75 Ft.

**Exhibit 1 - Project Area Boundaries**  
*Courthouse Redevelopment Project Area Plan*  
*City of Wheaton, Illinois*

**SECTION 8** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Courthouse Redevelopment**

**Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.**

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2005	\$ 1,196,620	\$34,274,132

List all overlapping tax districts in the redevelopment project area.  
If overlapping taxing district received a surplus, list the surplus.

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
COLLEGE OF DUPAGE	\$ 82,933
COMMUNITY UNIT SCHOOL DISTRICT 200	\$ 2,089,482
DUPAGE AIRPORT AUTHORITY	\$ 5,924
DUPAGE COUNTY	\$ 60,857
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	\$ 48,158
MILTON TOWNSHIP	\$ 25,826
MILTON TOWNSHIP ROAD DISTRICT	\$ 31,707
WHEATON MOSQUITO ABATEMENT DISTRICT	\$ 6,307
WHEATON PARK DISTRICT	\$ 243,132
CITY OF WHEATON	\$ 357,090
WHEATON SPECIAL SERVICE AREA #8	\$ 48,584
	\$ -
	\$ -

**Attachment B**

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

CERTIFICATE OF COMPLIANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Manager of the City of Wheaton, DuPage County, Illinois and as such, the Chief Executive Officer of the City of Wheaton. I do hereby further certify that, according to the records of the City in my official possession and to the best of my knowledge, the City has complied with all requirements pursuant to 65 ILCS 5/11-74.4-5(d)(3) of the Tax Increment Allocation Redevelopment Act, as amended, for that certain redevelopment project area known as the Courthouse Redevelopment Project Area for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 14<sup>th</sup> day of June 2024.

  
\_\_\_\_\_  
Michael G. Dzuga, City Manager

ATTEST:

  
\_\_\_\_\_  
Andrea Rosedale, City Clerk

[SEAL]





**KLEIN, THORPE & JENKINS**  
ATTORNEYS AT LAW

**Attachment C**

120 S. LaSalle Street, Ste 1710  
Chicago, Illinois 60603-3444  
T 312 984 6400 F 312 984 6444

May 28, 2024

Office of the Illinois State Comptroller  
James R. Thompson Center  
100 West Randolph Street  
Suite 15-500  
Chicago, Illinois 60601

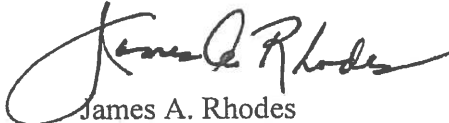
**Re: Attorney Review of City of Wheaton Courthouse Redevelopment Project  
Area TIF  
Unit Code: 022/125/30**

To Whom It May Concern:

Please be advised that I am the duly appointed Special Counsel for the City of Wheaton, Illinois. In my capacity as the Special Counsel, I have conducted a review of all information provided to me by the City staff and consultants in connection with the above-referenced Courthouse Redevelopment Project Area. Based upon that review of the information provided to me, it is my opinion that the City has conformed to all the applicable requirements of the Illinois Tax Increment Allocation Redevelopment Act for the fiscal year beginning January 1, 2023 and ending December 31, 2024.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.



James A. Rhodes

cc. Robert Lehnhardt

CITY OF WHEATON

COURTHOUSE REDEVELOPMENT PROJECT AREA

The City Council adopted a resolution declaring a \$3.0 million surplus in TIF District #3 and distributed these funds to the taxing bodies within TIF District #3. The City also incurred expenses for legal services and architect services for the Water Division Building Renovation Project. In addition, the City received a request from the Courthouse Square Community Association requesting financial assistance (\$1.5 million) for the restoration of the Clocktower.

## CITY OF WHEATON, ILLINOIS

COMPARATIVE BALANCE SHEET  
TAX INCREMENT FINANCING #3 - SPECIAL REVENUE FUND

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
Cash and Investments	\$ 4,639,583	\$ 5,108,913
Receivables (Net, Where Applicable, of Allowances for Uncollectibles)		
Property Taxes	2,326,500	2,322,540
Other	17,859	12,348
<b>TOTAL ASSETS</b>	<u>\$ 6,983,942</u>	<u>\$ 7,443,801</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>		
<b>LIABILITIES</b>		
Accounts Payable	\$ 1,801	\$ 49,550
Total Liabilities	<u>1,801</u>	<u>49,550</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Property Taxes	<u>2,326,500</u>	<u>2,322,540</u>
Total Liabilities and Deferred Inflows of Resources	<u>2,328,301</u>	<u>2,372,090</u>
<b>FUND BALANCES</b>		
Restricted for TIF Development	<u>4,655,641</u>	<u>5,071,711</u>
Total Fund Balances	<u>4,655,641</u>	<u>5,071,711</u>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>	<u>\$ 6,983,942</u>	<u>\$ 7,443,801</u>

(See independent auditor's report.)



## CITY OF WHEATON, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
TAX INCREMENT FINANCING #3 FUND

For the Year Ended December 31, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
Taxes			
Property Taxes	\$ 2,346,000	\$ 2,346,000	\$ 2,335,029
Investment Income	10,000	10,000	270,481
	<hr/>		
Total Revenues	2,356,000	2,356,000	2,605,510
<hr/>			
<b>EXPENDITURES</b>			
General Government			
Charges and Services	26,000	3,026,000	3,021,580
Capital Outlay	700,000	700,000	-
	<hr/>		
Total Expenditures	726,000	3,726,000	3,021,580
<hr/>			
NET CHANGE IN FUND BALANCE	<u>\$ 1,630,000</u>	<u>\$ (1,370,000)</u>	(416,070)
FUND BALANCE, JANUARY 1			<u>5,071,711</u>
<b>FUND BALANCE, DECEMBER 31</b>			<u><u>\$ 4,655,641</u></u>

(See independent auditor's report.)



1415 West Diehl Road, Suite 400  
Naperville, IL 60563  
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**SIKICH.COM**

**INDEPENDENT AUDITOR'S REPORT  
ON SUPPLEMENTARY INFORMATION**

The Honorable Mayor  
Members of the City Council  
City of Wheaton, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Wheaton, Illinois (the City) as of and for the year ended December 31, 2023, and the notes to financial statements, which collectively comprise the basic financial statements of the City, and have issued our report thereon dated June 12, 2024, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements as a whole. The supplementary information (balance sheet, schedule of revenues, expenditures, and changes in fund balance and schedule of fund balance by source) is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

*SiKich CPA LLC*

Naperville, Illinois  
Juen 12, 2024

