

#### **PUBLIC NOTICE**

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

Public Notice Date January 31, 2025

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the "Park Board") will hold a Subcommittee Meeting on Wednesday February 5, 2025, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

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

Michael J. Benard Secretary

The Agenda for the February 5, 2025, Subcommittee Meeting is as Follows:

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



# <u>Subcommittee Meeting of the Wheaton Park District Board of Commissioners</u> <u>February 5, 2025, 5:00 pm</u>

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

#### **COMMUNITY INPUT**

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

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

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

#### **DISCUSSION ITEMS**

# **Buildings and Grounds**

- 1. Rice Pool Existing Conditions Audit Review of consultant reports
- 2. Cosley Zoo Existing Conditions Audit Review of consultant reports
- 3. Intergovernmental Agreement (IGA) Between County of DuPage, Illinois and Wheaton Park District for Polling Location Parking Lot Improvements Review of IGA
- 4. Cosley Zoo Education Pavilion and Duck Enclosure Project Review of Bid Results
- 5. Cosley Zoo Restroom Renovation Project Review of Change Order #1
- 6. Memorial Park Fence Project Review of Bid Results
- 7. **Central Athletic Center Parking Lot Project –** Review of Additional Services Proposal from Engineering Resource Associates
- 8. Hawthorne Junction Playground Safety Surface Project Review of Bid Results
- 9. Sunnyside Playground Safety Surface Project Review of Bid Results
- **10. Mower Replacement Purchase –** Review of Quote from Illinois State Joint Purchasing Program

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#### **Finance and Administration**

- 1. Purchase Approval Review of Quotes for 10 Portable Pitching Mounds
- **2. Ordinance 2025-02** Review of an Ordinance Approving the Disposal and Sale of Personal Property Owned by the Wheaton Park District.
- General Obligation Limited Park Bonds Series 2024 Review of Post Issuance Compliance Report
- 4. Wheaton Park District Program and Event Apparel Review of Bid Results
- 5. Football Uniforms and Athletic Equipment Review of Bid Results
- 6. Cheerleading Athletic Uniforms Review of Bid Results
- **7. Information Technology** Review of Recommendation Concerning VOIP Telephone Services

#### **CLOSED SESSION**

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

#### **ADJOURNMENT**

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

Board of Commissioners

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH:

Michael Benard, Executive Director

RE:

Rice Pool Conditions Audit – Final Reports

DATE:

January 15, 2025



FGMA and Counsilman Hunsaker was hired to complete a conditions audit of the Rice Pool facility. This was completed during the 2024 operating season. FGMA assessed the condition of the locker room and concession building. Counsilman Hunsaker assessed the condition of the pool structure and its associated mechanical systems. These two reports comprise the audit along with reference to the ADA audit that was completed separately.

There are several components of the reports to draw attention to. An executive summary is included on pages 3-5 of the FGMA report. Page 5 of the report includes a financial summary. Further details of the information included in the summary is found on the last few pages of each report in a spreadsheet format.

#### PREVIOUS COMMITTEE/BOARD ACTION:

The proposal from FGMA/Counsilman Hunsaker was approved by the board in May 2024.

#### REVENUE OR FUNDING IMPLICATIONS:

The approved proposal was in the amount of \$21,500 plus reimbursable expenses.

#### STAKEHOLDER PROCESS:

Not applicable at this time. Future steps will require input from staff and the community.

# **LEGAL REVIEW:**

Not applicable.

#### **ATTACHMENTS:**

FGMA Audit dated January 9, 2025

Counsilman Hunsaker Assessment dated December 6, 2024

#### **ALTERNATIVES:**

Not applicable.

## **RECOMMENDATION:**

The report is provided for review ahead of the February 5 subcommittee meeting.



**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH:

Michael Benard, Executive Director

RE:

Cosley Zoo Conditions Audit – Final Report

DATE:

January 15, 2024



BKP Architects was hired to complete a conditions audit of the current facilities at Cosley Zoo. During October and November, they visited the site and conducted online meetings with staff to gather information about the facility. This has been compiled into the attached report. They have also provided a separate summary of the recommendation and their associated costs that also include information from the ADA assessment done by others. This will be incorporated into the final report with any further input.

# PREVIOUS COMMITTEE/BOARD ACTION:

It has been publicly stated that the park district would undertake this process prior to 2025. The proposal from BKP was approved by the board in September 2024.

# **REVENUE OR FUNDING IMPLICATIONS:**

The current proposal cost is \$28,500 with \$4,800 in potential reimbursable expenses. This cost will be reimbursed by the Cosley Foundation.

#### STAKEHOLDER PROCESS:

Not applicable at this time. Future steps will require input from staff and the community.

# **LEGAL REVIEW:**

Not applicable.

#### **ATTACHMENTS:**

Summary of Project Costs
Cosley Zoo Assessment
Resolution 2024-02 Rescinding Cosley Master Plan

#### **ALTERNATIVES:**

Not applicable.

#### **RECOMMENDATION:**

The report is provided for review ahead of the February 5 subcommittee meeting.





BKP Architects and Stefansson Design and Consulting has identified a host of projects which could be undertaken in any order, at any time, and individually are designed to enable guests to see animals, get closer to the animals, and to establish a greater connection to the animals. These projects have been categorized as:

- Must Do: exhibit or building is in poor condition, exhibit does not reflect the mission or vision of the Zoo, time and resources should be invested in these items as soon as possible.
- Should Do: affordable, large and small interventions which may help the Zoo
  move into the future while enhance the guest experience; these interventions are
  not listed in any priority order and can be done independent of each other.
- Would Like to Do: enhancements which, while not tied to the mission or vision of the Zoo, will elevate the overall guest experience.

Eighty-six percent of the projects listed benefit the guest experience. Must Do projects are estimated to cost \$3.5 million; Should Do projects \$5.9 million; and Would Like to Do \$675,000.

Note that while our interviews with staff identified deficiencies and on-going problems with infrastructure investigation of underground water, storm, sanitary, and electrical utilities were not included in the scope of this Exhibit and Support Facility Existing Conditions report.

In addition to these projects, a previously conducted Accessibility Evaluation identified \$637,000 worth of improvements apportioned into three phases:

- Phase 1: items that should be completed immediately to correct a code violation or address a safety threat
- o Phase 2: items that should be completed as soon as possible in order to improve the Zoo experience for as many guests as possible
- Phase 3: items that should be completed as soon as possible but do not rise to the level of Phase 2 priority; items that may require a partner entity to complete or should be postponed pending new standards

	Must Do		
Animal Holding	Remove and Replace Aviary	\$ 3,500,000	
Zoo Support	Remove Small Bldg, Adjacent to Workshop	\$ 30,000	
Animal Holding	Update/Revamp Exterior Rabbit Exhibit		
	Total Must Do		\$ 3,530,000
	Should Do		
Guest Services	Signage/Banners along Gary Avenue	\$ 10,000	
Guest Services	New Guest Entrance Gate	\$ 100,000	
Guest Services	Relocate/Improve Ticketing	\$ 20,000	8
	Consolidate Fencing Types		
Guest Services	Expand Footprint of the Gift Shop	\$ 150,000	
Zoo Support	Relocate Staff from the Train Station		
Guest Services	Improve Visibility of the Coyote Café	\$ 15,000	
Animal Holding	Modify Ground Floor of Kiebler Barn	\$ 75,000	
Guest Services	Add Dormers and Deck to Kiebler LC	\$ 200,000	
Animal Holding	Expand the Pig Exhibit	\$ 75,000	
Animal Holding	Modify Kiebler Barn Exterior Exhibits	\$ 250,000	
Guest Services	Zoo-wide Reduction in Paving		
Animal Holding	Renovate Birds of Prey Exhibit	\$ 350,000	
Guest Services	Move the Amphitheater	\$ 150,000	
Zoo Support	Move Workshop into the Maint. Barn	\$ 12,500	
Animal Holding	New Exhibit for Raccoon/Fox/Coyote/Deer	\$ 4,500,000	
	Total Should Do		\$ 5,907,500
	Would Like to Do		
Guest Viewing	Wetlands Deck	\$ 600,000	
Guest Services	Reprogram Open Lawn Space		
Guest Viewing	Enhance Guest Experience at Viewing Deck	\$ 75,000	
	Total Would Like to Do		\$ 675,000
	Total Improvement Projects		\$ 10,112,500
	Cosley Zoo Accessibility Improvements		
	Phase 1	\$ 436,656	
	Phase 2	\$ 56,151	
	Phase 3	\$ 144,277	
	Total Accessibility Improvements		\$ 637,084

# INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK DISTRICT FOR POLLING LOCATION PARKING LOT IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this \_\_\_\_ day of January, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley Street, Wheaton, Illinois 60187 (hereinafter referred to as the "DISTRICT").

#### RECITALS

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

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

WHEREAS, the Illinois General Assembly has granted the DISTRICT authority to operate, maintain and keep in repair necessary DISTRICT facilities, and to enter into agreements for those purposes pursuant to 70 ILCS 1205/8-1; and

WHEREAS, the COUNTY applied for and has been awarded a grant from the Illinois State Board of Elections, as part of the United States Election Assistance Commission's FY 2025 Polling Place Accessibility Federal Grant ("Grant"), in the gross total amount of six hundred seventy-five thousand two hundred thirty three dollars and eighty-eight cents (\$675,233.88) ("Grant Funds"). The Grant Funds are intended to fully reimburse the District for all PROJECT (as more fully defined and described in Section 2 below) costs; and

WHEREAS, the PROJECT will benefit local citizens by improving the existing parking areas of the Blanchard Building and Central Athletic Complex Building, ("Polling Locations"), to ensure that residents of DuPage County with disabilities have full and equal opportunity to vote at these polling locations; and

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

WHEREAS, the DISTRICT shall undertake the PROJECT and the COUNTY shall reimburse the DISTRICT for PROJECT expenses from Grant Funds disbursed to the COUNTY by the State of Illinois on behalf of the United States Election Assistance Commission, in an amount not to exceed the gross total amount of six hundred seventy-five thousand two hundred thirty-three dollars and eighty-eight cents (\$675,233.88)) in accordance with the terms and conditions of this AGREEMENT; and

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

#### 1.0 INCORPORATION AND CONSTRUCTION.

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

#### 2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the removal, replacement and repair of the Polling Locations' existing parking areas. The Project is more fully described in the grant application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the DISTRICT's Staff which have been mutually approved by the DISTRICT and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

#### 3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at six hundred seventy-five thousand two hundred thirty-three dollars and eighty-eight cents (\$675,233.88)
- 3.2 It is the intention of the Parties that all PROJECT costs will be fully reimbursed from State Grant Funds received by the County. The COUNTY, by this AGREEMENT, does not assume responsibility for paying any PROJECT costs and shall only be responsible for reimbursing the DISTRICT'S PROJECT costs to the extent the COUNTY receives Grant Funds. The DISTRICT agrees that the COUNTY'S reimbursement of the PROJECT'S costs is contingent upon the COUNTY'S receipt of Grant Funds and that the DISTRICT shall only receive reimbursement for PROJECT costs to the extent the COUNTY receives Grant Funds.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related

construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services. Nothing in this Agreement shall be construed to permit the County to reimburse the District for expenses which have been expressly found to be outside the acceptable expenditures permitted under the grant, such as barricades.

# 4.0 DISTRICT'S RESPONSIBILITIES.

- 4.1 The DISTRICT shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The DISTRICT shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying whether PROJECT work components qualify as allowable expenses per the Grant and the Grant Project Agreement.
- 4.4 The DISTRICT shall submit one invoice to the COUNTY following 50% PROJECT completion, and a final invoice at final regulatory sign-off for the PROJECT, consistent with the terms of the Grant. These invoices shall be supported with documentation required by the Grant and the COUNTY shall remit payment to the DISTRICT within 30 days of submission of invoice, provided the COUNTY has received the Grant Funds to cover the amount of the invoice.
- 4.5 The DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the DISTRICT from Grant Funds in the amounts herein agreed to to the extent that they become available.
- 4.6 The DISTRICT'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The DISTRICT shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the DISTRICT beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.

4.7 The DISTRICT shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement pursuant to the State Grant the Grant Program Agreement. The DISTRICT shall also provide the representatives of the State or Federal government where the grant agreement requires such access.

#### 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the DISTRICT'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the State grant and to monitor PROJECT billing requirements. The COUNTY shall promptly notify the DISTRICT of any work component or proposed expense that the COUNTY believes to be ineligible for reimbursement pursuant to the Grant.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. The COUNTY'S role in conducting any review or granting any consent or approval relates solely to the item's eligibility for reimbursement under the Grant.
- 5.3 The COUNTY shall administer the Grant, including the preparation and submittal of all Grant reporting requirements. The COUNTY shall hold and maintain PROJECT records and document for the mandatory retention period as required by the State Grant.
- Upon receipt of the DISTRICT'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the DISTRICT for approved costs associated with the PROJECT from Grant Funds to the extent such funds are, or later become, available to the COUNTY. The total reimbursement amount paid by the COUNTY to the DISTRICT shall not exceed six hundred seventy-five thousand two hundred thirty-three dollars and eighty-eight cents (\$675,233.88) or such lesser amount equal to the amount of Grant Funds actually received for the PROJECT. In the event PROJECT costs total less than State Funds, the DISTRICT's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

#### 6.0 GOVERNMENT REGULATIONS.

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

#### 7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

#### 8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

#### 9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 September 1, 2025, or to a new date agreed by the parties.
  - 9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before September 1, 2025.

#### 10.0 ENTIRE AGREEMENT.

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

#### 11.0 SEVERABILITY.

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

## 12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

#### 13.0 NOTICES.

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

#### ON BEHALF OF THE PARK DISTRICT:

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

# ON BEHALF OF THE COUNTY:

Scott MacKay
Deputy Clerk - Elections
DuPage County Clerk
421 North County Farm Road
Wheaton, Illinois 60187

#### 14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

#### 15.0 NO THIRD PARTY BENEFICIARY.

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

#### 16.0 NO WAIVER OF TORT IMMUNITY.

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

# 17.0 COMPLIANCE WITH GRANT

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

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

COUNTY OF DUPAGE	WHEATON PARK DISTRICT
Deborah Conroy	Bob Frey,
Chairman	President Board of Park Commissioners
ATTEST:	ATTEST:
Jean Kaczmarek,	Michael Benard,
County Clerk	Secretary

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Cosley Shelter & Duck Enclosure Project

DATE:

February 5, 2025



Staff worked with Nevin Hedlund Architects and Webster, McGrath, & Ahlberg to develop plans and specifications to replace the Taylor Barn with a shelter and duck enclosure that would better meet the programming uses of the zoo and its patrons.

Bid specifications were sent to 14 contractors on November 22, 2024, and five bids were received. They were opened on January 23, 2025, and the results are as follows:

Contractor	Base Bid	Alt Bid 1: Kiebler barn water connection	Alt Bid 2: transformer electric connection	Alt Bid 3: directional bore sewer line	Base + Alternates
Laub	\$794,300	(\$21,000)	\$2,500	(\$16,000)	\$759,800
Construction,					
Inc					
Blue Reef, LLC	\$773,100	\$23,750	\$7,600	\$24,700	\$829,150
E. P. Doyle &	\$773,703	(\$16,200)	\$22,000	\$69,800	\$849,303
Son, LLC	:				
Red Feather	\$930,487	(\$25,000)	(\$13,000)	(\$30,000)	\$862,487
Group, Inc.					
Construction,	\$878,000	\$24,000	\$5,000	\$36,000	\$943,000
Inc.					

All alternates are being recommended to reduce costs and minimize disruption to the rest of the zoo. Staff has worked with Laub Construction in the past and has been pleased with the results.

# PREVIOUS COMMITTEE/BOARD ACTION:

The Taylor Barn conditions were discussed at the August 15, 2024, Buildings and Grounds meeting.



# **REVENUE OR FUNDING IMPLICATIONS:**

Account	Description	Budget
40-800-813-57-5701-0000	Cosley Taylor Barn Pavillion*	\$450,000
40-000-000-12-1224-0000	18% ADA Improvements	\$81,000
40-800-813-57-5701-0000	Cosley Priority Projects**	\$250,000
	Total	\$781,000

<sup>\*</sup> The cost of the project exceeded our initial estimate due to the complexity of getting utilities to the site as well as USDA and AZA requirements associated with providing a suitable duck enclosure within the new structure.

The Cosley Foundation has also secured a \$200,000 contribution dedicated to this project.

## **STAKEHOLDER PROCESS:**

The scope of work was developed with input from the Cosley Zoo staff.

# **LEGAL REVIEW:**

Our legal counsel provided front-end specifications and agreements for bidding.

# **ATTACHMENTS:**

Report to the Board of Commissioners dated August 15, 2024

# **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

To be determined. A meeting is scheduled with the apparent low bidder February 4th to review project scope.

<sup>\*\*</sup>Utilizing this account may defer some other projects to the following year.

**Board of Commissioners** 

FROM:

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

THROUGH: Michael Benard, Executive Director

RE:

Cosley Zoo Taylor Barn Replacement

DATE:

August 15, 2024



#### **SUMMARY:**

Planning staff have worked with zoo staff to develop a shelter concept that would replace the Taylor barn to address structural concerns and better meet our current needs. The 3,000-foot shelter concept would be in the same area as the Taylor barn. It would provide better space for classes and rentals by providing more useable space that meets accessibility requirements. A small storage area would provide a space for chairs and tables not being used and a shop space for maintenance staff. In addition, the new structure would include a secure area to house our duck population overnight and in inclement weather.

While we are currently working on an overall assessment of the Cosley Zoo, our current concerns with the Taylor barn necessitate moving forward with this plan in order to limit our impact on programs and maintenance of the zoo.

#### PREVIOUS COMMITTEE/BOARD ACTION:

A contract with AltusWorks in the amount of \$20,934 was approved at the April 2022 Board meeting and the report was presented at the September 2022 subcommittee meeting.

#### REVENUE OR FUNDING IMPLICATIONS:

AltusWorks report included a detailed list of estimated expenses anticipated for the repair which is summarized below. Estimated replacement costs are shown in the right column as an alternative. This includes the purchase of a prefabricated shelter and the construction costs for sitework, concrete slab, utilities, and associated improvements.

Building		Replacement			
	Immediate	2-5 Years	5-10 Years	Total	
Taylor Barn at Cosley	\$98,220.00	\$185,150.00	\$50,000.00	\$333,370.00	\$400,000.00*

\*Replacement would be for a more functional building suited for expanded programming opportunities.

The 2024 capital budget contains \$450,000 for this project. 18% of the cost is eligible to be paid for by our accessibility levy. In addition, over \$205,000 in donations towards this project have been secured through the Cosley Foundation. Cosley staff has identified that this new structure and improved rental space could generate additional fees above what we currently receive due to additional space and enhanced layout and amenities.

## **STAKEHOLDER PROCESS:**

#### Condition

Concerns about the existing condition of the structure led us to hire a specialized architect in 2022 who identified significant structural concerns with the interior of the barn. As a result, we stopped using the majority of the building. The consultant provided recommendations to reinforce the outside porch area which allowed us to temporarily continue using it for public programming while we explore alternatives.

## Accessibility

The use of the porch area is very popular for rentals and classroom activities from spring through fall when the weather permits it. This space is very important because the only other space we have is the second floor of the Keibler barn that is only accessible via stairs. We do not have an alternative space that is accessible for those with mobility limitations.

#### **Duck Shelter**

According to zoo staff, in recent years Cosley Zoo has experienced significant predation on the duck population. Despite much research and many unique mitigation measures, this issue continues today and was noted as a concern during our last AZA Accreditation inspection.

In the past our licensing agency, USDA APHIS had only maintained regulations for mammals. On March 23, 2023 USDA added birds to the regulated animal species. One of the new requirements for birds housed outdoors is:

"Flight restricted or free-roaming birds must have access to safety pens/enclosures or areas that offer overnight protection and other times when their activities are not monitored."

As of August 21, 2023, Cosley Zoo is required to comply with this mandate.

The challenges of predation and USDA requirements could be addressed by offering a shelter to be used by the ducks at night. In addition, during severe weather conditions staff must complete the arduous task of locating and catching all the ducks, transferring them to various indoor locations for their health and welfare, which would be alleviated with the proposed structure.

Staff worked with Nevin Hedlund Architects to develop this concept for a more functional building that would provide accessible classroom space. We have also coordinated with the City of Wheaton to ensure that this could be permitted according to applicable codes.

#### **LEGAL REVIEW:**

N/A.

# **ATTACHMENTS:**

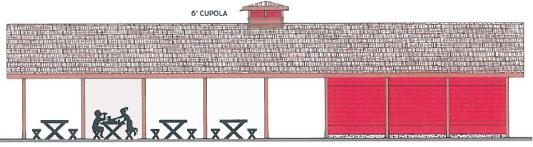
Concept images
Altus Report Excerpts

#### **ALTERNATES:**

Restoration according to the Altus report is an option, however it would be less effective at meeting our current needs.

# **RECOMMENDATION:**

Staff is seeking direction from Wheaton Park District Board of Commissioners on whether we should continue with design, permitting and bidding for this concept to proceed.



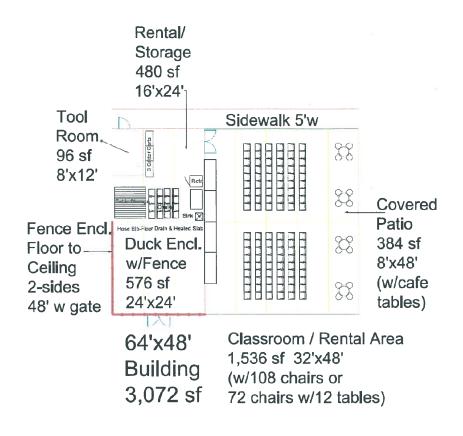
# NORTH SIDE ELEVATION

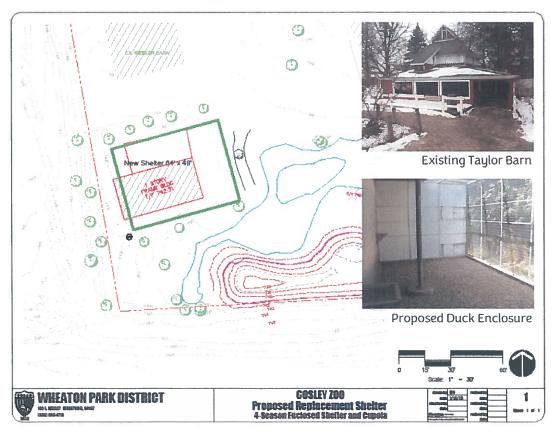
# **COSLEY ZOO PROPOSED SHELTER**



Control of the contro

FLOOR FLAN





## **Altus Report Excerpts**

#### 1. Cosley Zoo Taylor Barn

The original barn built by Benjamin F. Taylor had a square footprint. A covered porch to the east and lean-to structures were added to the north and west elevations by the Zoo during the 1970s. The original portion of the barn flooring appears to be a concrete slab on grade

and the additions have wood flooring. The barn is 2 stories with both the 1st floor and hayloft (2nd floor) acting as storage. The walls are clad in wood shiplap clapboard and vertical plank siding. The additions are clad in vertical bead board. The main roof of the barn is a hip roof with a cross gable and two low slung lean-to roofs. There is a cupola atop of the main roof and windows puncture the gabled end roofs at both the east and west elevations (Figure 1). There is a "dormer" off the east side of the main roof with windows on its north and south elevations, presumably this dormer would have been open to below and could have been used as a hay chute (Figure 6). All roof areas are covered with asphalt shingles. The majority of the windows are double hung wood windows. On the second floor, there is a leaded window on the south portion of the east elevation. There are framed openings on all 3 sides (North, South, and East) of the east porch with wire screens inset in the south openings (Figure 8). The east elevation of the original barn has a large sliding barn door that is rarely used. Next to the main barn door there is a rolling barn door on the north lean-to addition. (Figure 7) There are solid wood double swing doors on the west lean-to with an additional wood swing door above the double door. (Figure 9) There is another door on the west elevations of the lean-to (Figure 10).



Figure 1. East Elevation of Cosley Zoo Taylor Barn with added covered Porch

#### 1. Cosley Zoo Taylor Barn

Overall, the Taylor barn is in a poor to fair condition.

## i. Wall and Roof Systems:

The clapboard siding of the original barn and areas of the additions are in poor condition. There are greas of rotten wood as well as missing clapboards exposing the wood structural members. Limited boards have been replaced or temporarily patched with plywood. (Figure 11 & Figure 12) The clapboard of the lean-to structures has deterioration along the base as they are in direct contact with the earth. (Figure 10 & Figure 13) The landscaping on the west elevation slopes towards the elevation allowing snow and water to flow towards the building which is contributing to the deterioration of the clapboard siding. The original portion of the barn appears to be set upon a concrete slab on grade. The slab couldn't be fully observed as a wood finish floor is installed over slab. Wood trim at areas where the lower roof meets the clapboard sidings are significantly deteriorated. (Figure 9 & Figure 13). The clapboard siding was assessed by probing with a small knife to determine the state of the wood. It was discovered there were areas of decay and hollow in some members. The front (east) façade is protected under the covered porch and is in good condition. There is peeling paint on all elevations and there appears to be spot repairs on all elevations, making the paint color inconsistent.

The walls and roof line are primarily plumb and true however, some of the nailed connections at the ridge rafters and framing below the hayloft chute are separating as discussed above and repaired per Exhibit C, initial assessment. (Figure 19 & Figure 20). Limited areas of sagging of the covered porch roof were also observed at this assessment. The second story of this building is inaccessible and unstable due to structural damage. (Figure 21)

The roofing shingles and the gutters were observed to be in a fair condition however, tree debris obstructs the flow of water in the gutters. The downspout at the northwest corner of the west façade appears to be damaged. (Figure 9)

The walls and roof of the Cosley Zoo Taylor are in poor to fair condition.

#### ii. Window and Door Systems:

The majority of the windows are four over four or one over one double hung wood windows. There are five broken glass panes, see appendix A for locations. The wooden window sashes are in poor to fair condition; the bottom sashes at some windows will not shut. There is a fixed window at the second floor of the front (east) façade with decorative hexagonal and square glass pieces that have lead joints, one of the windowpanes is broken. (Figure 16) All windows have wooden sills and wooden frames which are in poor to fair condition with areas of rotten wood and missing paint. The framed opening at the south façade has severe deterioration at the corner of the frames (Figure 17, Figure 12, & Figure 18)

The doors at the east façade of the barn are in good condition. The swing doors and opening on the north façade have severe deterioration at the base of the doors as well as the wooden frames. These doors at the north elevation are in a poor-fair condition.

#### F. Recommendations

1. Cosley Zoo Taylor Barn

Based on the observed conditions at the Barn, we recommend that the following work be undertaken immediately.

- Immediate recommended repairs to address safety issues.
  - Replace all broken windowpanes
  - o All use of the interior of the barn should be suspended until the building is structurally stable, especially the second floor. Second floor framing to be repaired as follows: add 11 1/4" LVLs (spanning 19' 3") adjacent to existing 2x8 joists @ 24" o.c., add 2x6 stud (+/- 8ft tall) to existing @ 24" o.c., add 1x6 let-in header across 2x6 studs to support added LVLs, add 6x6 treaded still beam between existing wall studs under (2) 23' 4" long bearing walls, add (2) 2x12 header across 8ft stair opening, add (2) 4x4 wood columns and (2) 14" dia concrete piers (to frost depth) to support header, rebuild stairs with double 2x12 notched stringers, and add wood railing to stairs.
  - o Roof over partially enclosed one-story areas to be repaired as follows: Add (2) Simpson L70-z angles to each end of (2) headers for roof hatch, add (1) new joist each +/- 17ft long adjacent to (4) joists with longitudinal splitting at end and (1) joist with mid-span vertical split, add 6x6 column and 18" dia. concrete pier footing to underside of long-spanning ridge beam
- Recommended repairs to be completed with 2-5 years, these items have potential to contribute to creating hazardous conditions if left unaddressed.
  - Remove and replace all rotten, missing and split clapboards, wood trim, and wood window frames and sills.
  - Paint all elevations and windows trim. Scrape, prime, and paint all metal hardware.
     Paint roof facia, underside of eaves and rafters.
  - Remove and reinstall window perimeter sealant and glazing putty.
  - Repair deteriorated wood areas at window sashes.
  - Replace broken hardware and realign sashes.
  - Replace damaged downspout and clean out gutters twice a year.
- iii. Recommended repairs to be completed in 5-10 years.
  - Remove and replace asphalt roofing shingles 100%.
  - Sloping of landscaping away from the back side of the barn.



Figure 6. East Elevation.



Figure 7. East elevation under the covered pation



Figure 8. Casley Too Taylor Barn south façade



Figure 9. North Elevation. Note the smarted downspout at the lean-to.









Figure 13. Deterioration of clapboards at the base of the structure



Figure 14 Second stony view of the East elevation



Figure 15. Upper portion of the west elevation, Note broken windowpane.



Figure 16. The upper east elevation above the covered porch. Note the decorative glass window on the south portion of the elevation.



Figure 17. Deterioration at comer of opening on the south elevation



Figure 18. Damage at the frame of the opening



Figure 19. Framing at the underside of the cover porch.



Figure 20. Underside framing at the cover porch



Figure 21, framing of the second story

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Change Order #1 - Cosley Zoo Restroom Renovation Project

DATE:

February 5, 2025



During the Cosley Zoo restroom renovation and new restroom construction project, there were a few changes and additional work that needed to be completed.

1.	Mold remediation on some of the walls behind the toilets:	\$ 450
2.	Fire Alarm upgrade and installation:	\$1,360
3.	Install floor drain, clean out, repair toilet collar in new restroom:	\$1,950
4.	Rewire & relocate exterior light, install conduit & boxes for fire alarm system:	\$2,650
5.	Upgrade in color and pattern for the quartz counter tops chosen by zoo staff;	\$1,657
6.	Miscellaneous - replaced door closer, door weather stripping, painted doors, cle	aned out
	and repaired leaking roof drain:	\$ 850

Total cost = \$8,917

The Contract Sum prior to this Change Order	\$127,770
The Contract Sum increased by Change Order #1	\$8,917
The New Contract Sum including Change Order #1	\$136,687

# PREVIOUS COMMITTEE/BOARD ACTION:

The original contract was approved at the September 18, 2024, board meeting, along with a 10% contingency of \$12,777.

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

Account	Description	Budget
40-800-813-57-5701-0000	Cosley Zoo Public Washroom Renovation	\$150,000
40-000-000-12-1224-0000	ADA Improvements	\$27,000

# **STAKEHOLDER PROCESS:**

Changes were reviewed by the architect and zoo staff.



# **LEGAL REVIEW:**

N/A

# **ATTACHMENTS:**

C.O. #1 with Total Pro Construction.

# **ALTERNATIVES:**

N/A

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve Change Order #1 from Total Pro Construction in the amount of \$8,917.

# WHEATON PARK DISTRICT CHANGE ORDER

Project: Cosley Zoo Restroom Renovation Change Order No.: 1

Project

To: Total Pro Construction, Inc. Change Order 1/8/25

Date:

Attn: Andrew Minossora

5059 N. Nordica Ave.

Chicago, IL 60656

Contract Date: 9/20/24

Contract Renovating the existing restrooms and building a new restroom at the Cosley

For: Zoo.

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

1.	Mold remediation on the toilet walls.	\$ 450
2.	Fire alarm upgrade and installation.	\$1,360
3.	Install new floor drain, line, and clean out. Repair toilet collar.	\$1,950
4.	Re-wire and relocate exterior light. Install conduit and boxes for fire alarm.	\$2,650
5.	Upgrade style and color of quartz countertop.	\$1,657
	Re-paint exterior doors, add weatherstripping, replace door closer.	
Cle	ean out roof drain and repair drain pipe connection.	\$ 850

### Add to the Contract:

# \$8,917

The original Contract Sum was	\$127,770.00
Net Change by previous Change Orders	\$0.00
The Contract Sum prior to this Change Order \$	\$127,770.00
The Contract Sum will be increased by this Change Order	\$8,917.00
The new Contract Sum including this Change Order will be	\$136,687.00
The Contract Time will not be changed	0
The Date of Completion as of the date of this Change Order therefore is	n/a

Wheaton Park District	Total Pro Construction, Inc.
Owner	Contractor
102 East Wesley Street Wheaton, IL 60187	5059 N. Nordica Ave. Chicago, IL 60656
Address	Address
7.444.000	Addisos
Michael J. Benard, Executive Director	Andrew Minossora

Total Pro Construction Inc. 5059 N. Nordica Ave. Chicago, IL 60656

# **Change order**

Date	Change order #
2025-01-03	20250103-01

Bill To	
Wheaton Park District 1000 Manchester Rd. Wheaton, IL 60187	-,

Description			Amount
1. Mold remediation: Total price \$450.00			
Cleaning, preparing/replacing approx. 86 sq ft of wall surface for mold remediation (using oil based kilz):			
- 4x8f drywall sheets (3pcs)			41.94
- one gallon of oil based kilz and			41.96
- one gallon of biocide 100 mold cleaner			39.96
- labor			326.14
Fire alarm upgrade and installation: Total price \$1,360.00     Parts (smoke det., pull station, monitor module, horn/strobe)     Labor			910.00 450.00
3. Phumbing. Total price \$1,950.00			
Furnishing of material and installation of additional drain and clean out in a newly added unisex ADA bathroon	n.		750.00
Repairing of broken toilet collar in men's bathroom.			750.00 1,200.00
-Material			29000
- Labor			
4. Electric: Total price \$2,650.00			
Rewiring and relocating outside porch lamp. Installation of conduits and boxes for the fire alarm system for a n	ew		
bathroom.			
- Material (wires, boxes, conduits, modules)			850.00
- Labor			1,800.00
5. Counter-top: Total price \$1,657.00			1,657.00
Upgrade in materials (the color and pattern chosen by Sue) went over the original estimate			• 1944
Miscellaneous: Total price \$850,00			
Door painting and rubber strip replacement. Replacement and installation of the door closing mechanism. Roof	drain		
clean-out and proper drain pipes connection and sealant application.			
<ul> <li>Material (exterior grade point and primer, rubber strip, hinge, Sika sealant, plastic cement)</li> </ul>			300.00
- Labor			550.00
Comment			
The change order only includes material and labor cost (no profit and overhead were applied).			
	To	otal	\$8,917.00

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Memorial Park Boundary Fence Project

DATE:

February 5, 2025



When the renovations at Memorial Park were completed in 2020, a permanent fence was constructed for portions of the park on the west, south and part of the east sides. Summer concerts and events require a temporary fence to enclose the rest of the park from May to October.

The current temporary fence requires ongoing maintenance, and several sections need to be replaced. Given the amount of time the fence remains in place during the year, staff would like to install a permanent fence to match the existing fence.

Bid specifications were sent to 11 contractors on January 10, 2025, and seven bids were received. They were opened on January 23, 2025, and the results are as follows:

Contractor	Bid Amount	
Paramount Fence	\$62,888	
Innova Fence	\$63,600	
Classic Fence	\$66,254	
Proline Fence	\$67,148	
Peerless Fence	\$71,779	
MBE Fence	\$74,500	
Tiles in Style	\$78,786	

Staff has worked with the apparent low bidder Paramount Fence in the past, and we have been pleased with the results.

# PREVIOUS COMMITTEE/BOARD ACTION:

The fence project was discussed at the December 4<sup>th</sup> B&G meeting.

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

Account	Description	Budget
40-800-825-57-5701-0000	Memorial Park Perimeter Fence	\$60,000



# **STAKEHOLDER PROCESS:**

Plans were submitted to city staff and were approved administratively with a standard fence permit.

# **LEGAL REVIEW:**

Our legal counsel provided front-end specifications and agreements for bidding.

# **ATTACHMENTS:**

N/A

# **ALTERNATIVES:**

N/A

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners accept the bid from Paramount Fence for \$62,888, with a 10% contingency of \$6,288.80

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH:

Michael Benard, Executive Director

RE:

Central Athletic Complex Parking Lot – Civil Engineering

DATE:

February 5, 2025

## **SUMMARY:**

Engineering Resource Associates (ERA) has been working on the design for improvement of the Central Athletic Center parking lot. As a part of the project, we would like to consider upgrading the parking lot lighting. The existing lights were in place from when the building was used by the school and do not provide adequate coverage of the lot. We have asked our engineers to provide a design that will improve the lighting and be compliant with Dark Sky standards similar to what we have done at other parking lots. The additional cost for these services is \$5,500.

- 1. Site Visit for review lighting conditions. \$500
- 2. Select fixture type based upon a new LED "dark sky" area lighting fixture photometric performance \$1,000
- 3. Design lighting system layout with additional pole location (simple aluminum pole with up to 2 ft davit arm at comparable height as nearby poles) \$1,500
- 4. Prepare modified plans and specifications. \$750
- 5. Update photometrics for light pole locations in the north parking lot \$1000
- 6. Update plans and specifications to include replacement of fixtures in north parking lot. \$750 TOTAL: \$5,500

#### PREVIOUS COMMITTEE/BOARD ACTION:

A contract with ERA in the amount of \$28,830 was approved at the March 20, 2024 Board Meeting. Additional services in the amount of \$7,500 was approved at the October 23, 2024 Board Meeting.

# **REVENUE OR FUNDING IMPLICATIONS:**

These costs should be reimbursed by our pending IGA with DuPage County to utilize ARPA funds for this project. The construction costs of the lights will be identified as an alternate bid.

#### **STAKEHOLDER PROCESS:**

We continue to coordinate with the programming staff on this work.

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve additional services with Engineering Resource Associates in the amount of \$5,500.



**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks & Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Hawthorne Junction Playground Unitary Surfacing

DATE:

February 5, 2025

## **SUMMARY:**

As a part of the planned Hawthorne Junction playground replacement, playground safety surfacing must be installed. Staff continue to recommend unitary surfacing for consistency of safety and accessibility. Our bid specifications are written to allow for a variety of surfacing types that will meet the current standards for fall protection and accessibility.

Plans and specifications were prepared by staff and made available to 22 companies. Bids were solicited on January 15, 2025, and they were opened on January 30, 2025. The results were as follows:

Contractor	Surface Material	Base Bid:	Alternate Bid:	Total	Sq. Ft.
			Ten Year		Cost
		e	Warranty Cost		
Perfect Turf	Syn. Turf 55	\$69,950	No add cost	\$69,950	\$18.22
Perfect Turf	Syn. Turf 80	\$74,500	No add cost	\$74,500	\$19.40
Perfect Turf	Poured-In-Place	\$72,080	\$9,650	\$81,730	\$21.28

While Perfect Turf was the only bidder to participate in the bid, with 3 options listed above, the pricing received is competitive with recent projects (2022 Kelly Park \$18.82/sf, 2023 Hoffman Park \$19.19/sf & 2024 Play For All \$21.40/sf). Perfect Turf has performed well on past projects.

Alternate #1 requested an additional cost for a ten-year extended warranty. This is recommended to ensure the surface lasts at least half the expected life cycle of the playground equipment and is done to create a level basis of bid as terms of company warranties can vary.

## PREVIOUS COMMITTEE/BOARD ACTION:

The purchase of playground equipment from BCI Burke/ Illinois at Play in the amount of \$40,000 was approved at the August 21, 2024 board meeting.

## **REVENUE OR FUNDING IMPLICATIONS:**

\$135,000 was budgeted in FY 2024 and \$90,000 was re-budgeted within the current fiscal year (40-800-818-57-5701-0000). Another \$33,750 is budgeted in accessibility funding (40-000-000-12-1224-0000). The projects crew will perform all removals, site work (such as concrete sidewalks and curbs), and installation of the playground equipment.



The anticipated costs are as follows:

Item	Cost	
Equipment – BCI Burke	\$40,000.00	Purchased in 2024
Safety Surfacing	\$69,950.00	Proposed
Removals	\$11,200.00	Estimated
Site Furniture	\$7,000.00	Estimated
Landscape	\$7,500.00	Estimated
Misc. Site Work	\$15,000.00	Estimated
Total	\$150,650.00	

## **STAKEHOLDER PROCESS:**

N/A

## **LEGAL REVIEW:**

Contract documents were provided by our legal counsel, and they have provided previous favorable opinions of this bidding process.

## **ATTATCHMENTS:**

N/A

## **ALTERNATIVES:**

The synthetic turf surface could be upgraded for an additional \$5,550. However, we have utilized the synthetic turf 55 and have been satisfied with the product.

## **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Perfect Turf for the Hawthorne Junction Playground Surfacing base bid for materials and installation in the amount of \$69,950.

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Sunnyside Playground Unitary Surfacing

DATE:

February 5, 2025

## **SUMMARY:**

Sunnyside Playground was replaced in 2016 with a new tile surface. The edges of the tile have begun to separate and curl. Staff recommends replacing the existing tile with a material that is low maintenance, durable, slip resistant, strong, and continues to comply with the requirements through the American with Disabilities Act.

Plans and specifications were prepared by staff and made available to 22 companies. Bids were solicited on January 15, 2025, and they were opened on January 30, 2025. The results were as follows:

Contractor	Base Bid: Materials & Installation		Alternate Bid #2: Deduction Cost of Removing & Disposing Existing Tile Surface
Perfect Turf	\$102,480	\$10,480	\$ -14,400

While Perfect Turf was the only bidder to participate in the bid, the pricing of \$23.57/sf is what may be expected for a surface with this level of design detail (see plan on following page).

Alternate #1 requested an additional cost for a ten-year extended warranty. This is recommended to ensure the surface lasts at least half the expected life cycle of the playground equipment and is done to create a level basis of bid as the terms of company warranties can vary.

The savings in alternate #2 would require staff to remove and dispose of the existing rubber tiles rather than contractor. It is anticipated that two days of staff time and three dumpsters is what is required to complete this portion of work.

## PREVIOUS COMMITTEE/BOARD ACTION:

N/A



## **REVENUE OR FUNDING IMPLICATIONS:**

\$100,000 was budgeted within the current fiscal year. \$25,000 of a pending \$300,000 DCEO grant is being allocated towards this project. However, the remainder of the grant will reimburse us for costs previously incurred on other projects at Briarpatch and Scottdale.

## **STAKEHOLDER PROCESS:**

N/A

## **LEGAL REVIEW:**

Contract documents were provided by our legal counsel, and they have provided previous favorable opinions of this bidding process.

## **ATTATCHMENTS:**

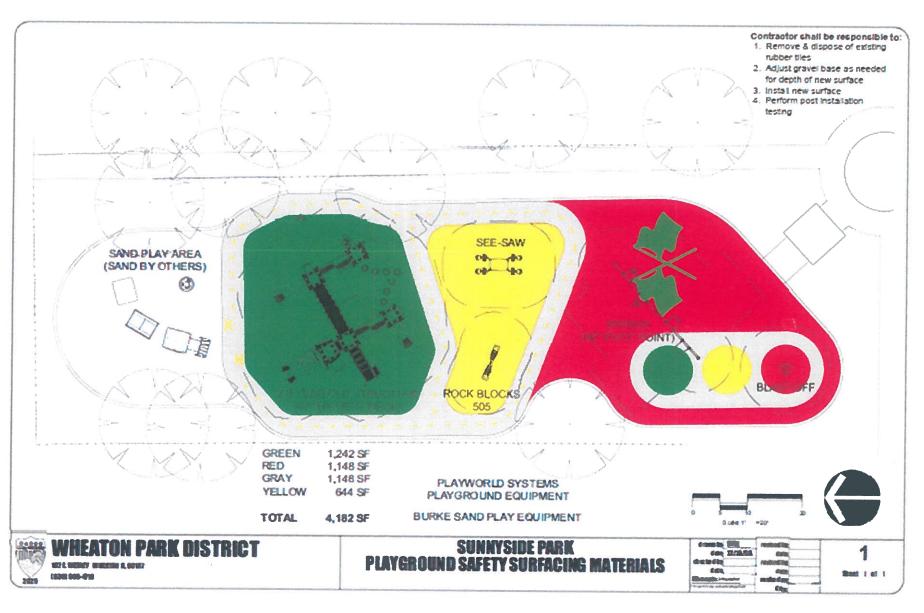
N/A

## **ALTERNATIVES:**

N/A

## **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Perfect Turf for the Sunnyside Playground Surfacing base bid and alternates 1 and 2 in the amount of \$98,560



**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Joe Themel, Fleet Manager

TIMOU

THROUGH: Michael Benard, Executive Director

RE:

Toro 4000D Replacement

DATE:

February 5, 2025



Our 2016 Toro Groundsmaster 4000D (1363) is budgeted for replacement in 2025. This machine has been used for mowing and snow removal through the years with 3,455 hours; it is the right time to retire this from fleet service and send to the auction. The toro 4000D model has been phased out and now is a 4010D model with a year-round cab for safety and Air conditioning.

We have acquired a quote from Reinders, our Toro dealer we have used for years for a replacement machine through Illinois state purchasing Sourcewell #031121-TTC / Omnia #2017025. The machine we are seeking to purchase will be used for mowing during the year, and snow removal during the winter season. The estimated build time is between May-July 2025

We have looked around at other brands for comparable machines and found only Jacobsen to make a turf mower that converts to a snow mover as well. The quote is through state purchasing and is \$10,861.09 more. John Deere quoted a turf mower/snow mover machine, but it is in a Z-turn platform and does not compare.

## PREVIOUS COMMITTEE/BOARD ACTION:

N/A

## REVENUE OR FUNDING IMPLICATIONS:

The FY2025 Budget includes \$120,000.00 for replacement of this piece of equipment.

## STAKEHOLDER PROCESS:

Not applicable.

## **LEGAL REVIEW:**

Not applicable.

## **ATTACHMENTS:**

Toro Quote – Turfwerks Quote.

## **RECOMMENDATION:**

Staff recommends the purchase of a Toro Groundsmaster 4010D through Illinois State Contract delivered locally by Reinders in the amount of \$127,330.41



## **ORDER**

Acct #: 365414

Wheaton Park District 855 W Prairie Avenue Wheaton IL 60187 Prepared By:
Grant Rundblade
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (815) 988-6303
Fax (847) 678-5511
grundblade@reinders.com

Quote ID	Prices are subject to change	
8252023	without notice	
Quote Date	Contract	
1/20/25	Quote	

Attn:

Joe Themel

Sourcewell #031121-TTC / Omnia #2017025

QTY	CODE	DESCRIPTION		
1	30636	Groundsmaster 4010-D (T4)	MSRP:	\$157,279.84
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	OMNIA Discount:	(\$31,831.16)
1	31522	4WD Flow Divider Kit	OMNIA Sale Price:	\$125,448.68
1	31512	Back Up Alarm	Setup and Delivery:	\$2,508.97
1	31693	North American Road Light Kit (MY21 & Newer)		
			Total Sale Price:	\$127,330.41
1	900456	Erskine 61" Snowthrower for GM 4000-D		
1	300248	Erskine Toggle Control Harness		

<sup>\*</sup> All Season cab with AC and Heat

## ORDER ACCEPTANCE AGREEMENT



#### **Wheaton Park District**



- Due to ongoing volatility in commodity prices and logistics costs, Reinders is unable to guarantee pricing, lease rates or lease payments.
- Changes in prices will be presented to you prior to delivery and you have the right to opt out of this purchase at any time prior to set-up, with no additional charges or penalties for cancelation.
- Reinders may require a signed UCC Form prior to delivery.
- 1% service fee will be added to all credit card transactions.
- Financed products are a transaction between the lessee and your lease company. Reinders cannot ship any product until approved for shipment by the Lessor.
- Due to product availability, separate finance documents and schedules will be enforced when leasing multiple traction units.
- All applicable federal, state, and local taxes levied on the transaction as described in this quotation
  is the purchaser's responsibility. No tax exemptions will be recognized unless a valid tax exemption
  certificate is provided or is on file.
- Requested changes in regards to the quantities, specifications, schedule, financing, or other aspects
  of the services described in this quotation are not binding unless accepted by Reinders in writing
  and may accrue additional charges.
- ✓ Please sign below. This confirms that you are giving Reinders permission to order the products on the quote I.D. listed below and that you agree to the terms of the order acceptance.

Quote I.D # :	8252023
Print Name:	
Signature:	
Date:	















Reinders is a Proud Supporter of the following





**Board of Commissioners** 

FROM:

Adam Lewandowski, Director of Athletic Programs & Facilities

\* \* \* \* 1

WHEATON PARK DISTRIC

Troy Clements, Athletic Manager

THROUGH: Michael Benard, Executive Director

RE:

Approval of Payment exceeding \$19,999.99 – Portable Mounds

DATE:

February 19, 2025

## **SUMMARY:**

Staff seeks board approval for payment to Anthem Sports in the amount of \$23,705.16 for 10 portable pitching mounds.

The Wheaton Park District Youth Baseball/Softball Board of Control, in collaboration with Wheaton Park District staff, have decided to transition some fields from using permanent mounds to portable mounds. This transition will give these fields much needed flexibility on which ages can use the fields and which sport (baseball vs softball), helping maximize field availability for all participants.

## **REVENUE OR FUNDING IMPLICATIONS:**

These will be paid for out of the \$5 Athletic Baseball Fund. Price quotes listed below and attached:

Company	Total Price
Anthem Sports	\$23,705.16
Beacon Athletics	\$27,800.00
Portolite	\$28,390.00

## **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve payment of \$23,705.16 to Anthem Sports for 10 portable pitching mounds.



Anthem Sports, LLC 2 Extrusion Drive Pawcatuck CT 06379

Phone	Fax	
800-688-6709	860-599-8448	
www.anthem-sports.com		

Quo	te
-----	----

Date	Quote #	
1/17/25	84362	

Quote for:	
Wheaton Park District 855 Prairie Rd. Wheaton, IL 60187 US	

Ship To

Wheaton Park District
Attn:Adam Lewandowski (PO# 06162023)
1000 Manchester Road
Wheaton, II 60187 US
630-768-2406

P.O. No.		Terms	Qt. CSR
		Net 30	CS
Anthem Part #	rt# Description		
A32-962	2-962 Portolite Game Mound 6"H Color: CLAY		

Anthem Part #	Description	Qty	U/M	Price	Total
A32-962	Portolite Game Mound 6"H Color: CLAY	7	ea	1,678.95	11,752.65
A32-958	Portolite Game Mound 8"H Color: CLAY	3	ea	3,264.95	9,794.85
1	Shipping & Handling Sales Tax			2,157.66 0.00	2,157.66 0.00
					!

**Total** \$23,705.16

Quote is valid for 30 days unless otherwise specified.

Our manufactures are increasing prices regularly.

Due to supply chain delays estimated lead times are also subject to change.

Return Policy: You may return any new or unused items in original packaging for a refund within 30 days. Email info@anthem-sports.com or visit www.anthem-sports.com/EasyReturns for details and exclusions.

## Quote

BERCON

(800) 747-5985

Beacon Athletics

Madison, WI 53717

901 Deming Way, Suite 101

visit our website at beaconathletics.com

Ship To:

Project Mgr:

#### Sold To:

ADAM LEWANDOWSKI WHEATON PARK DISTRICT 1777 SOUTH BLANCHARD STREET WHEATON, IL 60189

#### Project name:

Customer P.O.

Ship VIA

F.O.B.

Terms NET 30

ADAM LEWANDOWSKI

1777 S BLANCHARD ST

WHEATON PARK DISTRICT

WHEATON, IL 60189-8236

COMMERCIAL FRT

#### Special Instructions:

Option modulon	•					
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
330-595-199CL	EACH	3.0	0.0	0.0	3,799.0000	11,397.00
PORTOLITE 8" ON 8" H X 10'-5" L X 7' COLOR: CLAY	IE-PIECE GAME MOU W	ND				
330-595-069CL	EACH	7.0	0.0	0.0	2,099.0000	14,693.00
PORTOLITE 6" ON 6" H X 8'-11" L X 5' COLOR: CLAY	IE-PIECE GAME MOU W	ND				
/DISC-C						775.00-
COURTESY DIS	COUNT					

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

 Net Order:
 25,315.00

 Discount
 0.00

 Freight:
 2,485.00

 Sales Tax:
 0.00

 Order Total (USD):
 27,800.00

## Our promise to our customers...

- -Prompt response to your inquiries from knowledgeable and courteous staff
- -Quality products that meet your demanding requirements
- -Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO

## **Portolite Pitching Mounds**

PO Box 145 Winsted, MN 55395 +16127165174 chad@portolite.com



02/11/2025

## Estimate

ADDRESS 1777 S. Blanchard St. Wheaton, IL 60189 Adam Lewandowski 224-545-7915 ESTIMATE 2429
DATE 01/28/2025

EXPIRATION DATE

DATE		S	KU	DESCRIPTION	QTY	RATE	AMOUNT
6107CLAY1PC	;	6	107CLAY1PC	6" One-Piece Game Mound	7	1,899.00	13,293.0 0
8125CLAY1PC	:	8	125CLAY1PC	8" One-Piece Game Mound	3	3,799.00	11,397.0 0
Please note that all shipping costs provided a may be adjusted upon final invoicing	are preluninary	estimates and	SUBTOTAL				24,690.00
			TAX SHIPPING				0.00
			TOTAL		and he as an all of he are go as his as	\$28	,390.00

Accepted By

Accepted Date

## WHEATON PARK DISTRICT

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

#### **ORDINANCE 2025-02**

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: Five (5) Desks located at the Community Center; One (1) Brother IntelliFax 2840 Model#: Fax-2840 Serial #: U63274C5J907406 located at 855 Prairie Office; One (1) iMac Computer - Serial #D25WP099J1G9 |located at 855 Prairie Office; One (1) iMac Computer - Serial #H4TGL014PN7C located at 855 Prairie Office; One (1) iMac Computer - Serial #D25YC0HMJ1GN located at Prairie Office; One (1) APC UPS Battery Serial #4B1232P18411 located at Prairie Office; One (1) Lenovo WPD-01373 Desktop MJ0DAR90 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01379 MJ0DAR8Z 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01391 MJ0DHY5Y10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01392 MJ0DHY60 10ST008MUS located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01366 077841102153 located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01362 092430393853 located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01367 077824702153located at the Community Center; One (1) Lenovo Laptop WPD-01314 R90RJ4AB P52s; One (1) Lenovo Desktop WPD-01389 MJ0DHY6710ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01381 MJ0DAR91 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01398 MJ0DHY64 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01384 Desktop MJ0DHY6H 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01385 MJ0DHY66 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01375 MJ0DAR8X 10ST008MUS located at the Community Center One (1) Lenovo Desktop WPD-01380 MJ0DAR8T 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01335 MJ0832TP 10ST008MUS located at the Community Center; One Lenovo Desktop WPD-01378 MJ0DAR8Y 10ST008MUS located at the Community Center: One (1) Lenovo Desktop WPD-01316 MJ07S92B 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01386 MJ0DHY6P 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01374 MJ0DAR93 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-

01361 PF1319ZV T49 located at the Community Center; One (1) Lenovo Desktop WPD-01500 MJ0DT08E 10ST008MUS located at the Community Center;

WHEREAS, the Board of Park Commissioners has determined that it would be in the

best interest of the Park District to dispose: Five (5) Desks located at the Community Center; One (1) Brother IntelliFax 2840 Model#: Fax-2840 Serial #: U63274C5J907406 located at 855 Prairie Office; One (1) iMac Computer - Serial #D25WP099J1G9 |located at 855 Prairie Office; One (1) iMac Computer - Serial #H4TGL014PN7C located at 855 Prairie Office; One (1) iMac Computer - Serial #D25YC0HMJ1GN located at Prairie Office; One (1) APC UPS Battery Serial #4B1232P18411 located at Prairie Office; One (1) Lenovo WPD-01373 Desktop MJ0DAR90 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01379 MJ0DAR8Z 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01391 MJ0DHY5Y10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01392 MJ0DHY60 10ST008MUS located at the Community Center: One (1) Microsoft Surface Pro 7 Laptop WPD-01366 077841102153 located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01362 092430393853 located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01367 077824702153located at the Community Center; One (1) Lenovo Laptop WPD-01314 R90RJ4AB P52s; One (1) Lenovo Desktop WPD-01389 MJ0DHY6710ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01381 MJ0DAR91 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01398 MJ0DHY64 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01384 Desktop MJ0DHY6H 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01385 MJ0DHY66 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01375 MJ0DAR8X 10ST008MUS located at the Community Center One (1) Lenovo Desktop WPD-01380 MJ0DAR8T 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01335 MJ0832TP 10ST008MUS located at the Community Center; One Lenovo Desktop WPD-01378 MJ0DAR8Y 10ST008MUS located at the Community Center: One (1) Lenovo Desktop WPD-01316 MJ07S92B 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01386 MJ0DHY6P 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01374 MJ0DAR93 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01361 PF1319ZV T49 located at the Community Center; One (1) Lenovo Desktop WPD-01500 MJ0DT08E 10ST008MUS located at the Community 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 2025-02

The Park District will dispose: Five (5) Desks located at the Community

**Section 2:** 

Center; One (1) Brother IntelliFax 2840 Model#: Fax-2840 Serial #: U63274C5J907406 located at 855 Prairie Office; One (1) iMac Computer - Serial #D25WP099J1G9 |located at 855 Prairie Office; One (1) iMac Computer - Serial #H4TGL014PN7C located at 855 Prairie Office; One (1) iMac Computer - Serial #D25YC0HMJ1GN located at Prairie Office; One (1) APC UPS Battery Serial #4B1232P18411 located at Prairie Office; One (1) Lenovo WPD-01373 Desktop MJ0DAR90 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01379 MJ0DAR8Z 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01391 MJ0DHY5Y10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01392 MJ0DHY60 10ST008MUS located at the Community Center: One (1) Microsoft Surface Pro 7 Laptop WPD-01366 077841102153 located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01362 092430393853 located at the Community Center; One (1) Microsoft Surface Pro 7 Laptop WPD-01367 077824702153located at the Community Center; One (1) Lenovo Laptop WPD-01314 R90RJ4AB P52s; One (1) Lenovo Desktop WPD-01389 MJ0DHY6710ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01381 MJ0DAR91 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01398 MJ0DHY64 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01384 Desktop MJ0DHY6H 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01385 MJ0DHY66 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01375 MJ0DAR8X 10ST008MUS located at the Community Center One (1) Lenovo Desktop WPD-01380 MJ0DAR8T 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01335 MJ0832TP 10ST008MUS located at the Community Center; One Lenovo Desktop WPD-01378 MJ0DAR8Y 10ST008MUS located at the Community Center: One (1) Lenovo Desktop WPD-01316 MJ07S92B 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01386 MJ0DHY6P 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01374 MJ0DAR93 10ST008MUS located at the Community Center; One (1) Lenovo Desktop WPD-01361 PF1319ZV T49 located at the Community Center; One (1) Lenovo Desktop WPD-01500 MJ0DT08E 10ST008MUS located at the Community Center;

**Section 3:** Except, as otherwise provided herein, this **Ordinance 2025-02** Shall be in full force and effective forthwith upon its adoption and approval as provided by law.

Adopted this 19th day of February 2025	
AYES:	
NAYS:	
ABSENT:	
	President Board of Park Commissioners
ATTEST:	Wheaton Park District
Secretary, Board of Park Commissioners	
Wheaton Park District	(SEAL)

Wheaton Park District Board of Park Commissioners

FROM:

Sandra Simpson, Director of Finance

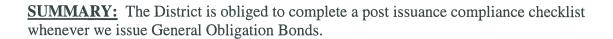
THROUGH: Michael Benard, Executive Director

RE:

2024 GO Bond Post Issuance Compliance Checklist

DATE:

February 19, 2025



**PREVIOUS COMMITTEE/BOARD ACTION:** The board issued the Annual rollover bonds in November 2024 and receives this information annually.

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

**ATTACHMENTS:** The checklist and the report documenting that the checklist was completed.

**RECOMMENDATION:** There is no board action required, as noted in the report, it is just required that the report (the last two pages on the attached) be made a public document. We satisfy that requirement by adding it as a staff report in our regular board meeting package.





Melissa S. O'Connor Associate Chapman and Cutler LLP 320 South Canal Street, 27th Floor Chicago, Illinois 60606

D 312.845.2992 F 312.516.8147 moconnor@chapman.com

January 8, 2025

Mr. Michael Benard, Executive Director Ms. Sandra Simpson, Director of Finance Wheaton Park District 102 East Wesley Street Wheaton, Illinois 60187

Re:

Wheaton Park District,
DuPage County, Illinois (the "District")
General Obligation Limited Tax Park Bonds, Series 2024 (the "Bonds")
Post Issuance Compliance Matters

Dear Mike and Sandra:

Congratulations on the successful closing of the Bond issue. Although the closing is clearly the major milestone in the transaction process, we want to remind you of certain of your ongoing obligations under the federal tax and securities laws and various Bond-related documents.

As you know, the District has adopted a Bond Record Keeping Policy (the "Policy") to monitor tax compliance requirements related to the tax-exempt status of the Bonds. The Policy establishes due diligence practices and sets personal responsibility so you and your successors can find what you need should the Internal Revenue Service ("IRS") contact the District. The Policy requires the Compliance Officer (as designated in the Policy) to annually review the applicable records and report his or her findings to the Board of Park Commissioners of the District. We have enclosed a Post Issuance Compliance Checklist and a Post Issuance Compliance Report (which, together with the Policy, are the "Post Issuance Compliance Materials") to assist you and the District in this regard. While the Post Issuance Compliance Materials are not meant to be an exhaustive guide, they may provide you with a helpful methodology for compliance.

In some cases, the District may arrange for someone to assist with certain Post Issuance Compliance responsibilities. For example, the District's financial advisor or investment banker may work with the District on its continuing disclosure obligations. That relationship should be so noted on the Post Issuance Compliance Checklist.

The IRS has an active audit program and regularly audits tax-exempt bond issues. As part of an audit, the IRS generally demands extensive records concerning post issuance use of



Mr. Michael Benard Ms. Sandra Simpson January 8, 2025 Page 2

proceeds as well as all of the documents in the bond transcript relating to the issuance of the bonds (and documents relating to obligations refunded by the bonds, if any). The IRS also sends compliance questionnaires to issuers inquiring about bond issues and about record keeping policies for the bonds. Adopting, maintaining and complying with adequate record keeping policies will help the District answer IRS audit questions and IRS compliance questionnaires and should provide the District with a more favorable settlement of tax issues if the District needs to approach the IRS as part of a voluntary settlement program.

Since every financing is different, your record keeping must be tailored to the particulars of the Bonds. Answers to frequently asked questions pertaining to those requirements can be found on the IRS website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"). It will be your obligation to comply with the record keeping requirements for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years. In the event the IRS audits the Bonds, the District (as the taxpayer in the audit) has the burden of proof to demonstrate the entitlement to tax exemption.

As indicated in our engagement letter with the District, our representation of the District and the attorney-client relationship created by the engagement letter concluded upon the issuance of the Bonds. The Post Issuance Compliance Materials have been prepared by us and are provided to you as a courtesy and for informational purposes only. The Post Issuance Compliance Materials are general in nature, are based upon authorities that are subject to change and are not intended as legal advice.

As always, please feel free to call the undersigned with any questions or comments.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Melissa S. O'Connor

Melissa S. O'Connor

MSO:bha

cc: Mr. Anthony Miceli

Ms. Anjali Vij

## POST ISSUANCE COMPLIANCE CHECKLIST

## GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2024

Responsible Person for Debt Management Activities	Director of Finance
Bond Counsel	Chapman and Cutler LLP
Municipal Advisor	Speer Financial, Inc.
Purchaser	Time Bank
Paying Agent	Time Bank

## A. FEDERAL TAX LAW REQUIREMENTS

#### 1. General Matters.

(a) Location of complete bond transcript:

File saved on network at Q:\Audit\Debt Schedules\Annual Debt Issues\2024\WPD

Series 2024 Transcript

(b) Have there been any "significant modifications" to the bond documents? If so, this could result in a reissuance. You may need proof of filing a new Form 8038-G plus a final rebate calculation on the pre-modified bonds.

#### 2. Monitor the Use of Proceeds and Financed Facilities.

- (a) Do you have any no private business use arrangements with any private entities (includes the federal government)? No
- (b) Have you taken any actions Re: the Financed Facilities?
  - (i) Sale? No
  - (ii) Leases? No
  - (iii) Management contracts? No
  - (iv) "Special legal entitlements"? No

## 3. Arbitrage. N/A - Annual issues are spent within one year.

- (a) Rebate<sup>1</sup>.
  - (i) First installment of arbitrage rebate generally is due on the fifth anniversary of bond issuance plus 60 days.
  - (ii) Succeeding installments every five years.

To calculate rebate one must have at least (i) complete records of all payments of principal and interest made on the Bonds and (ii) all investment income received on the investment of Bond proceeds.

\$491,200.00 of these proceeds are used for the 12/15/2024 debt payment for the Series 2019A Alternate General Obligation Bonds of the District. \$18,700.00 was used to pay the expenses of issuing the bonds. The remaining \$1,632,497.00 is used for capital projects of the District. The expenditure of those proceeds can be found on the District's network at Q:\Audit \Debt Schedules\Spend Down of Proceeds\Audit Compliance of 2010 & Annual Bond Issues

- Final installment 60 days after retirement of last bonds of issue. (iii)
- Monitor expenditures prior to semi-annual target dates for six-month, 18-month, or 24-month spending exception.
- (b) Monitor expenditures generally against date of issuance expectations for three-year temporary period.
- For advance refunding escrows, confirm that any scheduled purchases of 0% SLGS are made on scheduled date.

#### Record Retention.

- Maintain general records relating to issue for life of issue plus any refunding plus three years.
- District's network at Q:\Audit\Debt Schedules\Annual Debt Issues\2024
- Maintain special records required by safe harbor for investment contracts or defeasance escrows. N/A
- Maintain record of identification on issuer's books and records of "qualified hedge" contracts and all payments and receipts thereunder. N/A
- B. SECURITIES LAW DISCLOSURE REQUIREMENTS (NOT APPLICABLE TO THE BONDS)

## 1. SEC Rule 15c2-12 Requirements<sup>2</sup>.

- Did the District execute and deliver a continuing disclosure undertaking ("CDU") in connection with the Bond issue? Was it a limited or a full CDU? If you are obligated to provide certain information to the market and fail to do so, subsequent attempts to access the market may be penalized. No per bond transcript page 34 of 109
- (b) Periodically determine that required CDU filings have been prepared, sent to and received by EMMA. We get notifications of every time an update is made, we have signed up to receive email notifications automatically from EMMA. Additionally Speer sends us an email notifying
- Information us of same. The confirmations can be found on the EMMA portal as well as on the district's network at Q:\Audit\Debt Schedules\Annual Debt Issues\2024
  - (i) Annual Reports.
    - Quantitative financial information and operating data disclosed in official statement.
  - Other information. (ii)
    - Change of fiscal year.

However, we are required to do CDUs for other outstanding debt issues, our municipal advisor, Speer, drafts these. We Audited financial statements. review them in detail and after our changes are made Speer files them on EMMA. We are notified by email any time any filing is done on our issues on EMMA (this is something we signed up for at EMMA). We also retain a copy of the confirmations that Speer sends us of the filings on our network.

Disclosures must be made via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system. Material filed at EMMA will be open to the public for free.

- (2) Other information specified in CDU.
- (d) Reportable Event Disclosure. N/A

Notification by obligated person to EMMA, in timely manner, of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies.
- (ii) Non-payment related defaults, if material.
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (v) Substitution of credit or liquidity providers, or their failure to perform.
- (vi) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds.
- (vii) Modifications to rights of holders of the bonds, if material.
- (viii) Bond calls and tender offers.
- (ix) Defeasances.
- (x) Release, substitution or sale of property securing repayment of the bonds.
- (xi) Rating changes.
- (xii) Bankruptcy, insolvency, receivership or similar event of the District.
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (xv) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material.
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the District, any of which reflect financial difficulties.

(e)	Failure of the District to timely file financial information (including audited financial statements) and operating data with EMMA.
Info	rmation Required to be Filed with Other Entities.
(a)	Rating Agency(ies). Moody's
(b)	Bond Insurer. N/A

Examples:

2.

(i) Financial records. Annual Comprehensive Financial Report is available on our website - http://

Annual. wheatonparkdistrict.com/transparency-portal/budget-financial-reports/

- (2) Quarterly. N/A
- (ii) Budgets.

(1)

Credit Enhancer. N/A

- (iii) Issuance of additional bonds. N/A
- (iv) Events of default. N/A
- (v) Notices of redemption. N/A
- (vi) Amendments to bond documents. N/A

## C. MISCELLANEOUS

## 1. Financial Covenants.

Monitor rate or other covenants. N/A

#### 2. Investments.

Monitor permitted investments restrictions. N/A

**PLEASE NOTE:** This checklist is by its nature not comprehensive. No checklist can ever be a complete safeguard. Federal tax law compliance depends upon all of the relevant facts and circumstances in the particular transaction. Nonetheless, checklists can help provide a methodology for compliance.

The joint task force between the National Association of Bond Lawyers and the Government Finance Officers Association has prepared a more comprehensive "Tax Compliance Checklist—Post Issuance," which can be found at www.http://www.gfoa.org/downloads/ PostIssuanceCompliance.pdf.

STATE OF ILLINOIS	)
	) SS
COUNTY OF DUPAGE	)

#### POST-ISSUANCE TAX COMPLIANCE REPORT

To: Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "Policy") originally adopted by the Board of Park Commissioners (the "Board") of the Wheaton Park District, DuPage County, Illinois (the "District"), on the 22nd day of September, 2010, and as amended on the 14th day of November, 2012, I have prepared a report reviewing the District's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District's compliance with such covenants and expectations.

- (a) Records. I have in my possession all of the records required under the Policy.
- (b) Arbitrage Rebate Liability. I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.
- (c) Contract Review. I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the

Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) IRS Examinations or Inquiries. The Internal Revenue Service (the "IRS") has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

By Surdrall Sumpra Compliance Officer

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 19th day of February, 2025.

**Board of Commissioners** 

FROM:

Adam Lewandowski, Director of Athletic Programs & Facilities

**Darrell Houston, Athletic Manager** 

THROUGH:

Michael Benard, Executive Director

RE:

**CHEERLEADING ATHLETIC UNIFORMS** 

DATE:

February 19, 2025

## **STATEMENT OF THE ISSUE**

The Wheaton Park District Youth Cheerleading Program has over 175 participants. All expenses are covered by registration fees, fundraisers, and sponsorships in the 2025/2026 athletic department cheerleading budgets.

Bid packets were sent to forty-nine (49) companies and a bid notice was placed in the Daily Herald newspaper. Bids were officially opened on Tuesday, January 14, at 11A at the Wheaton Park District Park Services Center. Results for the four qualified competing vendors are listed below. Two bid submissions were not accepted as the submissions came in after the bid opening time.

#### **BID RESULTS:**

Vendor	Varsity	Cheerleading Company	Rebel Athletic	Elite Sportswear
2025 - 160 body liners/tops and skirts with built in briefs	Option 1 - \$175.32 Option 2 - \$231.12	NB	\$208.25	\$299.00
2026 - 50 body liners/tops and skirts with built in briefs	Obody Option 1 - \$175.32 NB Option 2 -		\$208.25	\$299.00

**Recommendation:** Staff recommend awarding the bid for 2025 and 2026 cheer athletic uniforms to Rebel Athletic. Rebel Athletic is the lowest qualified vendor in the respective bid specifications. The lower bid by Varsity did not meet the quality bid specifications.

## PREVIOUS COMMITTEE/BOARD ACTION:

On April 19, 2023, the Wheaton Park District Board of Commissioner's approved the 2023/2024 cheerleading athletic uniforms bid results presented by staff.

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

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

#### **RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioner's approve the 2025/2026 Cheerleading Athletic Uniform bid results as presented.

Board of Commissioners

FROM:

Jamie Martinson, Superintendent of Recreation Programs

THROUGH: Mike Benard, Executive Director

RE:

Wheaton Park District Program/Event Apparel Bid

DATE:

February 5, 2025



## **SUMMARY:**

Staff seeks the Wheaton Park District Board of Commissioners approval to purchase program/event apparel for the recreation, athletic, aquatics, Cosley Zoo, special events, and park service departments. In an effort to secure best pricing for over 8,700 pieces of apparel, departments worked together on a combined bid that was sent to over 20 apparel vendors. Staff received five (5) bids in which the chart below reflects the pricing breakdown. One (1) bid submission was rejected as the submission came in after the scheduled bid opening time. Orders will be placed in mid-March/end of April for a mid-May delivery. All expenses are budgeted and paid for through the specific camp, program, event or department operational budgets.

Program Area	Total Items	LynnPro	Marathon	SBI Custom Apparel	Empire Printing	Blue Sky
Camps	1,528	\$9,436.65	\$8,425.05	\$6,672.20	\$7,063.09	\$7,175.85
Athletics	839	\$5,443.47	N/A	\$3,103.50	\$3,803.56	\$4,650.50
Aquatics	764	\$6,143.22	N/A	\$4,793.80	\$4,972.51	\$6,044.16
Lincoln Marsh	268	\$2,868.09	\$1,996.25	\$1,794.00	\$1,669.38	\$2,262.10
Parks	348	\$3,784.44	\$3,444.00	\$2,660.40	\$2,702.98	\$3,626.86
Cosley Zoo	134	\$903.14	\$625.90	\$643.20	\$573.52	\$561.00
Cream of Wheaton	253	\$1,765.28	\$1,733.10	\$1,964.00	\$1,532.52	\$1,788.76
Run for the Animals	2,890	\$23,486.35	\$19,519.00	N/A	\$24,355.45	\$25,279.10
Memorial Park	118	\$1,076.74	\$920.50	\$858.00	\$996.70	\$1,582.84
Reindeer Run	1,497	\$13,233.48	\$10,635.55	N/A	\$13,082.99	N/A
Special Events	110	\$1,384.33	\$1,153.75	\$1,103.00	\$946.50	N/A
Total Cost Per Vendor	8,749	\$0.00	\$30,154.55	\$18,087.90	\$4,148.40	\$561.00

## **EXPENSE IMPLICATIONS**

All expenses are budgeted and paid for through the specific camp, program, or department operational budgets.

#### PERVIOUS BOARD ACTION

The Wheaton Park District Board of Commissioners approved the 2024 Wheaton Park District Program/Event Apparel Bid at the February 21, 2024 Board of Commissioners Meeting.

#### **RECOMMENDATION:**

Staff recommend awarding the Run for the Animals & Reindeer Run apparel items to Marathon Sportswear in the amount of \$30,154.55; Camps, athletics, aquatics, Parks, & Memorial Park apparel items to SBI Custom Apparel, in the amount of \$18,087.90; Lincoln Marsh, Cream of Wheaton, & Special Events apparel items to Empire Printing in the amount of \$4,148.40; Cosley Zoo apparel items to Blue Sky Marketing in the amount of \$561.00.

**Board of Commissioners** 

FROM:

Adam Lewandowski, Director of Athletic Programs & Facilities

**Darrell Houston, Athletic Manager** 

THROUGH:

Michael Benard, Executive Director

RE:

FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT

DATE:

February 19, 2025

## **STATEMENT OF THE ISSUE**

The Wheaton Park District Youth Football Program has over 700 participants. All expenses are covered by sponsorships, registration fees, and fundraising in the 2025 athletic department football budget.

Bid packets were sent to forty (40) companies and a bid notice was placed in the Daily Herald newspaper. Bids were officially opened on Tuesday, January 14, at 10A at the Wheaton Park District Park Services Center. Results for the nine qualified competing vendors are listed below. Two bid submissions were not accepted as the submissions came in after the bid opening time.

#### I. Equipment/Helmets/Miscellaneous Supplies

Vendor	1000 ea. Mouth Guards (Strapped) Navy Blue	60 ea. Riddell Hard Cup Chin Strap Navy Blue	30 doz. Champro Football Belt FWB - Orange	70 ea. Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC- HS4 Facemask Attached (Navy Blue FM)	30 ea. Shutt Youth Vengeance A11 Helmet (Gloss Navy) With V-ROPO- TRAD-YF Facemask Attached (Navy Blue)	200 ea. Champro 5- Star Rated SH7 Soft Shell – Black SSHS Helmet Small / Medium / Large	30 ea. Champro 6" Pump A141	10 ea. Champro Replacement Needle A145B
Santo Sport	.60c	N/B	\$8.78	N/B	N/B	\$41.40	\$3.74	.80c
Undefeated Sports	.45c	N/B	\$8.79	N/B	\$162.00	\$37.00	\$3.19	.45c
A&A Custom Wear	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Riddell	.99с	\$21.00	Sub - \$21.00	\$153.00	N/B	\$56.62	\$4.55	.89c
TPS Sports	.45c	N/B	\$8.88	N/B	N/B	\$38.78	\$3.78	.68c
Pyramid School Products	_ N/B	N/B	\$10.25	N/B	N/B	\$45.85	\$3.85	.68c
BSN Sports	.47с	N/B	\$11.83	N/B	\$194.75	\$53.37	\$3.68	.77с
Kirhofer's Sports	.50c	N/B	58.75	N/B	N/B	\$38.25	\$3.00	.60c
Exxact Sports	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

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

## II. Sock/Shoulder Pads/Game Pants

Vendor	16 doz. Champro Socks (White & Navy) AS2 Multi-Sport Sock Small	34 doz. Champro Socks (White & Navy) AS2 Multi-Sport Sock Medium	38 doz. Champro Socks (White & Navy) AS2 Multi-Sport Sock Large	100 ea. Riddell Pursuit Youth Shoulder Pad Youth Sizes: Small / Medium/ Large/ X-Large/ XX- Large/ XXX- Large	500 ea. Navy Game Pant – Champro Blocker Traditional Game Pant FP20 (Youth & Adult)	500 ea. White Game Pant – Champro Blocker Traditional Game Pant FP20 (Youth & Adult)
Santo Sport	\$21.84	S21.84	\$21.8 <del>4</del>	N/B	Y - \$14.14 A - \$15.74	Y - \$14.14 A - \$15.74
Undefeated Sports	\$22.68	\$22.68	\$22.68	Sub - \$46.00	<mark>Y - \$14.08</mark> A - \$15.79	Y - \$14.08 A - \$15.79
A&A Custom Wear	N/B	N/B	- N/B	N/B	Y - \$14.75 A - \$16.50	N/B
Riddell	\$35.28	\$35.28	\$35.28	\$50.25	Y - Sub - \$17.25 A - Sub - \$19.25	Y - Sub - \$17.25 A - Sub - \$19.25
TPS Sports	\$22.48	\$22.48	\$22.48	N/B	Y - \$14.38 A - \$15.98	Y - \$14.38 A - \$15.98
Pyramid School Products	\$27.00	\$27.00	\$27.00	N/B	Y - \$16.75 A - \$18.75	Y - \$16.75 A - \$18.75
BSN Sports	\$33.00	\$33.00	\$33.00	N/B	Y - \$19.00 A - \$22.00	Y - \$19.00 A - \$22.00
Kirhofer's Sports	\$22.00	\$22.00	\$22.00	N/B	Y - \$14.25 A - \$16.00	Y - \$14.25 A - \$16.00
Exxact Sports	N/B	N/B	N/B	N/B	Y - Sub \$17.00 A - Sub \$17.00	Y - Sub \$17.00 A - Sub \$17.00

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - Santo Sport be awarded the Champro Socks Small, Champro Socks Medium, Champro Socks
     Large, Champro Navy Game Adult Pant & Champro White Game Adult Pant.
  - Undefeated Sports be awarded the Champro Navy Game Youth Pant & Champro White Game Youth Pant.
  - o Riddell be awarded the Riddell Pursuit Shoulder Pads.
    - The lower bid by Undefeated Sports is a substitute and did not meet the quality bid specifications.

## III. Footballs

Vendor	10 ea. Wilson GST Game Football Pee Wee	10 ea. Wilson GST Game Football Junior	10 ea. Wilson GST Game Football Youth	10 ea. Wilson NFL The Duke Mini Replica Footballs	10 ea. Champro FLX Leather Football FB8 Pee Wee	10 ea. Champro FLX Leather Football FB8 Junior	10 ea. Champro FLX Leather Football F8 Youth
Santo Sport	\$64.20	\$64.20	\$64.20	N/B	\$51.45	\$56.30	\$59.70
Undefeated Sports	N/B	N/B	N/B	N/B	\$48.00	\$54.00	\$59.00
A&A Custom Wear	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Riddell	\$59.78	\$59.78	\$59.78	N/B	N/B	N/B	N/B
TPS Sports	N/B	N/B	N/B	N/B	\$46.98	\$51.98	\$56.98
Pyramid School Products	\$69.30	\$69.30	\$69.30	N/B	\$55.50	\$61.50	\$67.50
BSN Sports	\$73.57	\$73.57	\$73.57	N/B	\$88.97	\$88.97	\$88.97
Kirhofer's Sports	\$33.00	\$33.00	\$33.00	\$26.00	\$48.00	\$53.00	\$58.00
Exxact Sports	N/B	N/B	N/B	N/B	N/B	N/B	N/B

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o Kirhofer's Sports be awarded the Wilson Peewee, Junior, Youth & Duke Footballs.
  - o TPS Sports be awarded the Champro Peewee, Junior & Youth Footballs.

## IV. Jerseys

Vendor	500 ea. Reversible Game Jersey Adult & Youth	600 ea. Boombah Custom Youth Flag Football Jersey With 3 Flags & Ten (10) different Color Mix (762FFJY/762FFJ) With 2" WHEATON And 6" Number w/single Color on Screen Front With 8" Number with Single Color on Screen Back	500 ea. Champro Shuffle Football Practice Football Jersey FJ57 — Navy 2" RAMS On Front of Jersey — White (Youth & Adult)		
Santo Sport	N/B	N/B	Y - \$8.74 A -\$8.74		
Undefeated Sports	Y - \$41.00 A - \$41.00	N/B	Y - \$8.88 A - \$8.88		
A&A Custom Wear	Y - \$55.00 A - \$55.00	N/B	N/B		
Riddell	Y - \$68.39 A - \$70.88	Y – Sub \$38.88 A – Sub \$39.89	Y — Sub \$17.35 A — Sub \$17.35		
TP5 Sports	Y — Rawlings - \$43.98 A - Rawlings \$43.98 Y — Champro - \$43.98 A — Champro - \$44.98		Y - \$2.98 A - \$2.98		
Pyramid School Products	N/B	N/B	Y - \$10.68 A - \$10.68		
BSN Sports	Y - \$66.50 A - \$66.50	N/B	Y - \$12.00 A - \$12.00		
Kirhofer's Sports	Y - 542.00 A - \$42.00	N/B	Y - \$9.00 A - \$9.00		
Exxact Sports	Y - \$40.00 A - \$40.00	Y – Sub \$30.00 A – Sub \$30.00	Y - Sub \$10.00 A - Sub \$10.00		

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - o Kirhofer's Sports be awarded the Reversible Game Jersey.
    - The lower bids by Exxact Sports & Undefeated Sports did not meet the quality bid specifications.
  - o Exxact Sports be awarded the Custom Youth Flag Football Jersey.
  - o TPS Sports be awarded the Champro Shuffle Football Practice Jersey.

#### V. MISCELLANEOUS ITEMS

Vendor	150 ea. Champro Scrimmage Vest FV – Orange Aduit & Intermediate	10 ea. Riddell HS-24 Haff Blocking Shield	10 ea. Riddell R- 13 Half Round Step-Over Dummy	1 ea. Jax Tackler - Junior Black	1 eo. Jax Tackler — Varsity Black	1 ea. BSN Sport JV Örange Chain Set & BSN Down Box 1379287	1 ea. Champro Footballi Shoulder Pad Rack SPR
Santo Sport	A - \$3.14 I - \$3.14	N/B	N/B	N/B	N/B	N/B \$186.66	
Undefeated Sports	A - \$2.89 1-\$2.89	Sub - \$64.00	N/B	\$1,000.00	\$1,250.00	Sub - \$125.00	\$230.00
A&A Custom Wear	N/B	N/B	N/8	N/iB	N/B	N/B	N/B
Riddell	A - \$5.53 I - \$5.53	\$70.00	\$125.00	N/B	N/B	\$596.98	Sub - \$692.89
TPS Sports	N/B	N/B	N/B	N/B	N/B	N/B	\$213.98
Pyramid School Products	A - \$3.49 I - \$3.49	N/B	N/B	N/B	N/B	\$469.99	N/6
BSN Sports	A - \$4.00 1 - \$4.00	Sub - \$66.97	Sub - \$92.97	\$1,037.97	\$1,560.97	\$317.97	\$299.97
Kirhofer's Sports	A - \$3.00 I - \$3.00	N/B	N/B	N/B	N/B	N/8	\$215.00
Exoxact Sports	A - Sub \$4.00 I - Sub \$4.00	N/B	N/B	N/B	N/B	N/B	N/B

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
  - Santo Sport be awarded the Champro Shoulder Pad Rack.
  - Undefeated Sports be awarded the Champro Scrimmage Vest & Jax Tackler (Junior & Varsity).
  - o Riddell Sports be awarded the Half Blocking Shield & Half Round Step-Over Dummy.
    - The lower bids by Undefeated Sports & BSN Sports were substitutes and did not meet the quality bid specifications.
  - BSN Sports be awarded the Chain Set and Down Box.
    - The lower bid by Undefeated Sports was a substitute and did not meet the quality bid specification.

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

## PREVIOUS COMMITTEE/BOARD ACTION:

On December 20, 2023 the Wheaton Park District Board of Commissioner's approved the 2024 Football Uniforms and Athletic Equipment bid results presented by staff.

## **REVENUE OR FUNDING IMPLICATIONS:**

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

#### **ATTACHMENTS:**

Summary of the Awarded Vendors per Football Equipment Bid Category.

#### **RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioner's approve the 2025 Football uniforms and athletic equipment bid results as presented.

# Wheaton Park District 2025 FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS

Vendor	Equipment	Quantity	Cost		
Equi	oment/Helmets/Miscellane	ous Supplies			
Undefeated Sports & TPS Sports	Mouth Guards (strapped) Navy Blue	1000 ea.	\$.45		
Riddell	Riddell Hard Cup Chin Strap Navy Blue	60 ea.	\$21.00		
Kirhofer's Sports	Champro Football Belt FWB – Orange	30 doz.	\$8.75		
Riddell	Riddell Speed Classic Youth Helmet (Gloss Navy) With S2BDC-HS4 Facemask Attached (Navy Blue FM)	70 ea.	\$153.00		
Undefeated Sports	Shutt Youth Vengeance A11 Helmet (Gloss Navy) With V-ROPO- TRAD-YF Facemask Attached (Navy Blue)	30 ea.	\$162.00		
Undefeated Sports	Champro 5-Star Rated SH7 Soft Shell Helmet Small / Medium / Large	<b>20</b> 0 ea.	\$37.00		
Kirhofer's Sports	Champro 6" Pump A141	30 ea.	\$3.00		
Undefeated Sports	Champro Replacement Needle A145B	10 ea.	\$.45		
	Socks/Shoulder Pads/Gam	ne Pants			
Santo Sport Store	Champro Socks (White & Navy) AS2 Multi- Sport Sock Small	16 doz.	\$21.84		
Santo Sport Store	Champro Socks (White & Navy) AS2 Multi- Sport Sock Medium	34 doz.	\$21.84		
Santo Sport Store	Champro Socks (White & Navy) AS2 Multi- Sport Sock Large	38 doz.	\$21.84		
Riddell	Riddell Pursuit Youth Shoulder Pad Youth Sizes: Small / Medium/ Large/ X-Large/ XX- Large/ XXX-Large	100 ea.	\$50.25		

# Wheaton Park District 2025 FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS

Santo Sport	Navy Game Pant – Champro Blocker Traditional Game Pant FP20 (Adult)	500 ea.	\$15.74	
Undefeated Sports	Navy Game Pant – Champro Blocker Traditional Game Pant FP20 (Youth)		\$14.08	
Santo Sport	White Game Pant – Champro Blocker Traditional Game Pant FP20 (Adult)	500 ea.	\$15.74	
Undefeated Sports	White Game Pant – Champro Blocker Traditional Game Pant FP20 (Youth)		\$14.08	
	Footballs			
Kirhofer's Sports	Wilson GST Game Football Pee Wee	10 ea.	\$33.00	
Kirhofer's Sports	Wilson GST Game Football Junior	10 ea.	\$33.00	
Kirhofer's Sports	Wilson GST Game Football Youth	10 ea.	\$33.00	
Kirhofer's Sports	Wilson NFL The Duke Mini Replica Footballs	10 ea.	\$26.00	
TPS Sports	Champro FLX Leather Football FB8 Pee Wee	10 ea.	\$46.98	
TPS Sports	Champro FLX Leather Football FB8 Junior	10 ea.	\$51.98	
TPS Sports	Champro FLX Leather Football F8 Youth	10 ea.	\$56.98	
	Jerseys			
Kirhofer's Sports	Reversible Game Jersey Adult & Youth	500 ea.	A-\$42.00 Y-\$42.00	
Exxact Sports	Boombah Custom Youth Flag Football Jersey With 3 Flags & Ten (10) different Color Mix (762FFJY/762FFJ) With 2" WHEATON And 6" Number w/single	600 ea.	Y-\$30.00 A-\$30.00	

# Wheaton Park District 2025 FOOTBALL UNIFORMS AND ATHLETIC EQUIPMENT BIDS

	Color on Screen Front With 8" Number with Single Color on Screen Back		
TPS Sports	Champro Shuffle Football Practice Football Jersey FJ57 – Navy 2" RAMS On Front of Jersey – White (Youth & Adult)	500 ea.	Y-\$2.98 A-\$2.98
	Miscellaneous		
Undefeated Sports	Champro Scrimmage Vest FV – Orange Adult & Intermediate	150 ea.	A-\$2.89 I-\$2.89
Riddell	Riddell HS-24 Half Blocking Shield	10 ea.	\$70.00
Riddell	Riddell R-13 Half Round Step-Over Dummy	10 ea.	\$125.00
Undefeated Sports	Jax Tackler – Junior Black	1 ea.	\$1000.00
Undefeated Sports	Jax Tackler – Varsity Black	1 ea.	\$1250.00
BSN Sports	BSN Sport JV Orange Chain Set & BSN Down Box 1379287	1 ea.	\$317.97
Santo Sport	Champro Football Shoulder Pad Rack SPR	1 ea.	\$186.66

Board of Commissioners

FROM:

Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE:

VoIP Phone Services (Voice over Internet Protocol)

DATE:

February 19, 2025



Inteliquent/Voyant currently provides phone service for approximately 154 users under the existing 36 month contract set to expire April 12<sup>th</sup>, 2025. Staff is seeking the Board's approval to continue using Inteliquent as our phone service provider based on their cost-effectiveness, compatibility with existing hardware, staff familiarity and minimal disruption to operations.

## PREVIOUS COMMITTEE/BOARD ACTION:

The Board initially approved the agreement with ANPI (now Voyant) during the regular meeting on February 17, 2016. Later, the Board approved two additional three-year service addendums at the meetings held on April 17, 2019, and February 16, 2022.

## REVENUE OR FUNDING IMPLICATIONS:

Expenses are covered by the District's telecom accounts and are allocated first by Fund, and then by department and operational area. The existing contract will auto-renew for one year, 30 days prior to the contract expiration date of April 12<sup>th</sup>.

The table below shows what we have paid from August 2017 through December 2024.

	exp_fisc_	year 🔻								
Vendor Last Name	T,	2017	2018	2019	2020	2021	2022	2023	2024	2025
∃Voyant Communications		\$17,005	\$40,865	\$38,325	\$36,589	\$38,134	\$34,870	\$34,974	\$35,233	\$2,899

## **LEGAL REVIEW:**

Legal review is not applicable as this agreement/extension is not subject to competitive bidding. Per Section 8-1(c) of the Park District Code (70 ILCS 1205/8-1(c), which states, in pertinent part:

"Contracts which, by their nature, are not adapted to award by competitive bidding, such as...contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software, or services, ... are not subject to competitive bidding."



The above language covers VoIP services contemplated by the agreement with Inteliquent.

## **ATTACHMENTS:**

• AIE's recommendation memo.

## **RECOMMENDATION:**

To prevent business disruption from changing vendors, staff recommends continuing with our current VoIP phone service provider, Voyant. AIE is currently obtaining pricing from our incumbent provider and other competitive vendors.

## Advanced Intelligence Engineering

Date: January 29, 2025

To: Wheaton Park District Board of Directors From: Advanced Intelligence Engineering (AIE)

Subject: Recommendation Memo: Phone Service Provider

#### Recommendation

While in the ongoing process of evaluating phone service offerings from different vendors, AIE recommends Inteliquent to continue as the phone service provider for Wheaton Park District. Inteliquent currently provides phone service for approximately 154 users under the existing 36-month contract previously signed in 2022 that is set to expire on April 12<sup>th</sup> 2025.

AlE recommends maintaining Inteliquent as the provider due to its cost-effectiveness, compatibility with existing hardware, staff familiarity and minimal disruption to operations.

Since Inteliquent works with the Park District's current phone system, there will be no need for new equipment, reducing implementation time and training requirements.

The existing contract will auto-renew for one year, 30 days prior to the afore mentioned date unless WPD's Randy Tucker requests the account be moved to month-to-month billing via email.

Service would continue business as usual at the following locations:

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

#### Background

The Park District's existing contract with Inteliquent is set to expire on **April 12th, 2025**. To ensure the best combination of **cost, features, and reliability**, AIE continues to work on evaluating alternative vendors. Given the critical role of the Park District's phone system in both public and internal communications, AIE is prioritizing **minimizing service disruptions** while also working on addressing long-term needs.

## Advanced Intelligence Engineering

#### **Basis for Recommendation**

After reviewing all options, AIE determined that Inteliquent meets the Park District's current needs based on the following factors:

- 1. Minimal disruption to operations Uses existing phone hardware with no downtime.
- 2. **Comprehensive features** Meets all current needs, with optional future upgrades such as Microsoft Teams integration.
- 3. Competitive pricing
- 4. Future-proof technology Scalable with additional features available if needed.
- 5. **Contract flexibility** Wheaton Park District can renew annually or move to month billing while additional vendor pricing is obtained. This will allow sufficient time to evaluate whether transitioning to a new vendor or extending the agreement with Inteliquent is the better option.

Alternative Vendor Proposals - AlE is actively vetting additional vendors and has requested bids for comparable services; however, quotes have not yet been provided by these vendors. Wheaton Park District will receive this information as soon as it becomes available. In the meantime, AlE recommends continuing service with Inteliquent while these options are reviewed and a thorough analysis is conducted, considering potential savings, service disruption, and other key factors before making a final long-term decision.

#### **Assumptions for Recommendation**

- The current monthly cost for phone service is within an acceptable range.
- No additional Park District locations require phone service currently.
- Maintaining the existing provider carries no known risk of service disruption.

#### **Next Steps**

To finalize this recommendation, Wheaton Park District must advise Inteliquent of their intent to renew and their billing preferences 30 days prior to April 12<sup>th</sup> 2025. Afterward, AIE will coordinate with Inteliquent's account management team to confirm service continuation and will assist the Park District with any necessary administrative tasks.

Please advise on any additional questions or if further clarification is required.

Thank you,

Advanced Intelligence Engineering (AIE)