

#### **PUBLIC NOTICE**

Wheaton Park District Board of Commissioners SPECIAL MEETING Wednesday March 5 2025, 5:00 p.m. DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

Public Notice Date February 28, 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 Special Meeting at 5:00 pm on Wednesday March 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 March 5, 2025, Special 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 <a href="mailto:dsiciliano@wheatonparks.org">dsiciliano@wheatonparks.org</a>



## Special Meeting of the Wheaton Park District Board of Commissioners March 5, 2025, 5:00 pm

#### **ACTION ITEMS**

1. Cosley Zoo Education Pavilion & Duck Enclosure Project – Motion to approve the base bid and Alternate #1 with EP Doyle and Sons, LLC for the Cosley Zoo Education Pavilion & Duck Enclosure Project in the amount of \$757,503 plus a 10% contingency

#### **DISCUSSION ITEMS**

No Action Will Be Taken on These Items - Review & Discussion Only

#### **Finance and Administration**

- 1. Review of 2025 Board Meeting and Subcommittee Meeting Schedules
- 2. Appointments to the Board of the DuPage County Historical Museum Foundation Review of Resolution 2025-01
- **3. Government Relations Service Agreement –** Review of Agreement for Services with the Government Navigations Group INC
- 4. Rules For Allowing Commissioners to Attend Board Meetings by Means of Video or Audio Conference Review of Policy
- 5. **Independent Contractors for Recreation and Athletic Programming –** Review of expenses anticipated to exceed \$19,999 in 2025

#### **Buildings and Grounds**

- 1. **Arrowhead Golf Club Equipment Purchase** Review of proposed purchase of one Toro 5800 G Sprayer through the National Intergovernmental Purchasing Alliance administered by Omnia contract #2023261 at a cost of \$80,641.23
- **2. Arrowhead Golf Club Equipment Purchase** Review quotes for proposed purchase of two John Deere Gator GS Utility Vehicles at a cost of \$29,727.44.
- 3. Blanchard Building Parking Lot Project Review of bid results
- **4.** Central Athletic Complex Parking Lot Project Review of Additional Services Proposal with Engineering Resource Associates
- 5. Central Athletic Complex Parking Lot Paving Project Review of bid results
- 6. **Central Athletic Complex Parking Lot Paving Project –** Review of proposed pedestrian access improvements

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- 7. Central Athletic Complex Review of City of Wheaton proposed sewer main replacement project and related easement request
- 8. Cosley Zoo Staff and Overflow Parking Area Project Review of change order #2
- 9. Memorial Park Lions Terrace Shade Structure Project Review of bid results
- 10. Natural Areas Landscape Maintenance Contract Review of bid results
- 11. Ray Morrill Community Center Entrance Façade Review of design options
- **12. Memorial Park Sculpture Donation** Review of Wheaton Garden Club sculpture donation and proposed installation location

#### **CLOSED SESSION**

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

#### **ADJOURNMENT**

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TO:

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Cosley Shelter & Duck Enclosure Project

DATE:

March 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 + Alternate 1
E. P. Doyle & Son, LLC	\$773,703	(\$16,200)	\$22,000	\$69,800	\$757,503
Laub Construction, Inc	\$794,300	(\$21,000)	\$2,500	(\$16,000)	\$773,300
Blue Reef, LLC Construction, Inc.	\$773,100 \$878,000	\$23,750 \$24,000	\$7,600 \$5,000	\$24,700 \$36,000	\$796,850 \$902,000
Red Feather Group, Inc.	\$930,487	(\$25,000)	(\$13,000)	(\$30,000)	\$905,487

Alternate one is being recommended to reduce costs. Staff have worked with EP Doyle & Son 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	\$369,000
40-000-000-12-1224-0000	18% ADA Improvements	\$81,000
40-800-813-57-5701-0000	Cosley Priority Projects	\$176,623
40-800-813-46-4650-0000	Cosley Foundation Grant	\$206,630
	Total including contingency	\$833,253

#### **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:**

N/A

#### **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with EP Doyle & Son, LLC for the Cosley Shelter & Duck Enclosure Project base bid and alternate 1 in the amount of \$757,503 plus a 10% contingency in the amount of \$75,750.



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Board of Commissioners

John Kelly John Vires

William Barrett

Bob Frev

Terry A. Mee

Linda Pecharich

Angela Welker

Executive Director
Michael Benard
630.510.4945

Community Center 630.690.4880

Administration 102 E. Wesley St. Wheaton, IL 60187





## SUBCOMMITTEE & SPECIAL MEETING SCHEDULE 2025 UPDATED: March 5, 2025

The Wheaton Park District Board of Commissioners Buildings and Grounds Committee and Finance Committee meetings for the year 2025 will be held on the following dates. Committee meetings typically take place on the first Wednesday of each month at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL, Beginning at 5:00 p.m. **Please note deviations below in bold.** 

January 8 Buildings Grounds & Finance Meeting

Second Wednesday of the month

February 1 Building Grounds & Finance Meeting

First Saturday of the Month- Held at the Community Center

1777 S. Blanchard at 10:00 a.m.

February 5 Building Grounds & Finance Meeting

March 5 Special Meeting

April 2 Buildings Grounds & Finance Meeting
May 7 Buildings Grounds & Finance Meeting
June 4 Buildings Grounds & Finance Meeting
July 2 Buildings Grounds & Finance Meeting
August 13 Buildings Grounds & Finance Meeting

Second Wednesday of the month

September 3 Buildings Grounds & Finance Meeting
October 1 Buildings Grounds & Finance Meeting
November 5 Buildings Grounds & Finance Meeting
December 3 Buildings Grounds & Finance Meeting

Respectfully Submitted

Michael Benard Board Secretary

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Board of Commissioners

John Kelly John Vires

William Barrett

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Terry A. Mee

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Angela Welker

Executive Director Michael Benard 630.510.4945

Community Center 630.690.4880

Administration 102 E. Wesley St. Wheaton, IL 60187





## REGULAR & SPECIAL MEETING SCHEDULE 2025 UPDATED: March 5, 2025

The Wheaton Park District Board of Commissioners' regular meetings for the year 2025 will be held on the following dates. The regular board meetings typically will typically take place on the third Wednesday of each month in the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, IL. All meetings will begin at 5 p.m. **Please note deviations below in bold.** 

January 15 Regular Meeting February 19 Regular Meeting

March 19 Regular Meeting at 6:00 p.m.

April 23 Regular Meeting

Fourth Wednesday of the month

May 21 Regular Meeting
June 18 Regular Meeting
July 16 Regular Meeting
August 20 Regular Meeting
September 24 Regular Meeting

Fourth Wednesday of the month

October 15 Regular Meeting
November 19 Regular Meeting
December 17 Regular Meeting

Respectfully Submitted,

Michael Benard Board Secretary

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#### WHEATON PARK DISTRICT RESOLUTION 2025-01

#### APPOINTMENTS TO THE BOARD OF THE DU PAGE COUNTY HISTORICAL MUSEUM FOUNDATION, INC. BY THE WHEATON PARK DISTRICT BOARD OF COMMISSIONERS

WHEREAS, DuPage County Resolution GE-0002-04, dated March 23, 2004, established a governing board of the DuPage County Historical Museum (MUSEUM) and outlined the duties to be performed by said Board, which was referred to as the DuPage County Historical Museum Advisory Board; and

WHEREAS, DuPage County Resolution DC-0002-08, dated June 24, 2008, adopted an agreement between DuPage County (COUNTY) and the Wheaton Park District (PARK DISTRICT) whereby the PARK DISTRICT assumed the operation of the MUSEUM to employ its expertise in operating recreational and educational facilities to create new and exciting ways to present the history and culture of DuPage County; and

WHEREAS, said agreement between the COUNTY and the PARK DISTRICT recognized the FOUNDATION Board of Trustees as the advisory and fundraising board of the MUSEUM and established that the COUNTY and the PARK DISTRICT shall each appoint fifty percent (50%) of the Trustees of the FOUNDATION, the total number being in accordance with FOUNDATION bylaws, and, in accordance with FOUNDATION bylaws, the FOUNDATION Trustees may elect one additional Trustee; and

WHEREAS, Marty Keller of Wheaton, Illinois and Wayne P. Rosenwinkel of Naperville, Illinois have agreed to serve as members of the FOUNDATION Board of Trustees; for a four year term beginning March 1, 2025; and

**WHEREAS**, such appointments require the advice and consent of the Wheaton Park District Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Wheaton Park District Board of Commissioners does hereby advise and consent to the appointment of Marty Keller and Wayne P. Rosenwinkel to serve as a member of the Board of Directors of the DuPage County Historical Museum Foundation, Inc. for a term as provided by the by-laws of the FOUNDATION; and

#### WHEATON PARK DISTRICT RESOLUTION 2025-01

**BE IT FURTHER RESOLVED** that the Secretary of the Board of Park Commissioners shall transmit certified copies of this resolution to the County Board Office.

Enacted and approved this 19th day of March, 2025, at Wheaton, Illinois.

	PASSED THIS 19th day of March, 2025.
	AYES:NAYS:ABSENT:
President, Board of Park Comn Wheaton Park District	nissioners
DuPage County, Illinois	

ATTEST: Secretary, Board of Park Commissioners Wheaton Park District DuPage County, Illinois

Marty Keller	Home:	
	Cell:	

#### Education

Master Degree, Benedictine University, Management and Organizational Development.

Bachelor Degree, Northern Illinois University, Political Science and Business.

#### **Current Positions**

Executive Director of Milton Twp. Community Emergency Response Team
Board Member of Wheaton Lions Club and former President
President of Foundation Board of DuPage County Historical Museum
Co-Chairman Ambassadors Club of the Wheaton Chamber of Commerce
Work History

Retired as General Manager of BAM Fan Accessories, Elk Grove Village, L Sales Manager, Product Development Manager and Salesman at Chicago Blower Corporation, Glendale Hts., L

Served for ten years as an elected Trustee of the Board of Directors of Milton Township.

### Wayne P. Rosenwinkel

Mobile Phone: F. Mail:			
	Mobile Phone:	E-Ma	nil:

#### **Summary**

Retired investment professional with career-long history of not-for-profit work, both as a working volunteer and in board of directors leadership roles.

#### **Objective**

Find meaningful use of my retirement time to pursue my passions by working as a volunteer for a not-for-profit organization. Would also like to fill a board of directors role with an organization that aligns with my interests.

#### **Professional Experience**

- 2006 2021, Chief Investment Officer, Alliant Credit Union, Chicago, Illinois. Responsible for the portfolio management of over \$8 billion in assets. Retired.
- 2004 2005, Vice President, Shay Financial Products, Chicago, Illinois. Responsible for managing portfolios and selling fixed-income services.
- 2002 2004, Senior Vice President, CDR Financial Products, Beverly Hills, California. Responsible for managing portfolios and selling fixed-income services.
- 1988 1989, Instructor of Economics, College of DuPage, Glen Ellyn, Illinois. Part-time
- 1979 2002, Senior Vice President, Bank of America and a predecessor, Continental Bank, Chicago, Illinois. Senior portfolio manager for institutional clients worldwide. Managed department staff of 6.
- 1978 1979, Financial Analyst, Borg Warner Acceptance Corporation, Chicago. Consolidated and invested cash generated by nationwide branch network.

#### **Education**

- 1982, Master of Management, Kellogg Graduate School of Management, Northwestern University. Study concentrations in Finance and Economics.
- 1977, Bachelor of Science, Illinois State University. Majors in Business Administration and Economics.

#### **Volunteer Activities**

2024 - Present, DuPage County Historical Museum, Wheaton, Illinois. Research Volunteer. Research performed for exhibits and presentations. Assisted marketing department in gathering contact information. Filled in as requested for staffing needs during museum hours and evening programs. Provided tours, evaluated artifact donations for potential accessions, made a presentation at a local library on the 1933-1934 Chicago World's Fair.

2023 - Present, Zion Lutheran Church, Naperville, Illinois. Treasurer and member of Church Council. Also serves on various committees. Developed, led and promoted the church's first fundraising Christmas Cookie Walks in 2023 and 2024 through various media outlets. Set up church's first online giving program.

2008 - 2021, Alliant Credit Union Foundation, Chicago, Illinois. Started up and headed as President of this \_\$7 million 50 lc3 charity with a mission to enhance economic empowerment and self-sufficiency among people. Primary focus is on financial literacy, especially among disadvantaged groups including those with low to moderate income, the physically or developmentally challenged, women, veterans and others.

2014 - 2019, Live It To Learn It, Chicago, Illinois. Charter Board Chair and President of a 501c3 charity with a mission to promote financial literacy among youth in one of Chicago's poorest neighborhoods. Organization merged into another charitable organization in 2019.

2004 - 2007, St. John Lutheran Church, Wheaton, Illinois. Two-term President of 2,000 member congregation with \$1 million budget. Served in numerous committees and roles before and after. Headed St. John Lutheran School's fundraising auctions.

#### **Interests**

Local history - participates in numerous tours sponsored by Chicago Architectural Center, various local museums, tour operators, park districts and forest preserve districts.

Genealogy - researches family history. Authored a book on family history in 1994. Organized nationwide family reunion event in 1994. Active in Find-A-Grave.com often assisting others in researching their family history.

Nature and Environment - member at Morton Arboretum and Chicago Zoological Society. Takes frequent tours sponsored by local park districts and forest preserve districts. Have visited several National Parks.

U.S. History - have taken several self-tours of Civil War battlefields and Native American reservations. Actively collects American history artifacts with a particular interest in late 19<sup>th</sup> and early 20<sup>th</sup> Century events. Special focus on commercial, passenger and military ships.

Other - family, sports, travel, food.

**To:** Wheaton Park District, Board of Directors

From: Government Navigation Group; Leinenweber Baroni Consulting

**Re:** Legislative and Administrative Advocacy

Date: January 2, 2025

GNG and LBD have represented the Wheaton Park District (District) for the past decade and a half. We have successfully advocated for millions of state dollars for the District during that representation, including over a million dollars in the last two years. In 2024, the District was issued a new capitol grant for general improvements totaling \$300,000. Also, the FY2025 state budget contained a reappropriation of capital dollars for the District totaling \$797,900. The combined appropriation is \$1,097,900.

In 2024, under the DCEO capital grant program a \$300,000 grant to the District was actually issued for general capital improvements. In 2024, we again actively sought the release of capital dollars allocated to the District as well as the release of more state grant monies for various state agencies. We have and continue to work in lock step with District staff, led by Mike Benard, to identify and pursue grant opportunities available to the District. GNG and LBD help the District navigate the opportunities and minefields throughout government. We have used our bi-partisan approach to advocate for the District in all aspects of government relations.

We will continue to ensure that capitol dollars flow to the District pursuant to the ongoing capitol appropriations process. This year, however, there will likely be a three-billion-dollar budget shortfall, so getting ongoing new capital dollars will be a challenge, but we know the terrain and will continue to advocate. GNG and LBD are constantly looking for state grants, capital funding, and other opportunities to bring money back to the District – like the additional \$300,000 capital grant the District obtained in 2024. Over the years, the amount of funding we have helped bring back to the District has been many, many multiples over what we have been paid. The District is an outstanding organization that is well run, with a great reputation. Our historic collaborative success is driven by the District's strong leadership and innovative staff.

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

#### Legislators:

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

#### **Administrative Agencies:**

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

As you are aware, many of these grants were sponsored by specific legislators. If we are going to continue to be successful, it's crucial that we consistently nurture our relationships with your elected officials.

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

Year	Grant	Source	Amount Received	Applied	Pending	GovNav
1979	D Lincoln Marsh - 8.4 acres	LWCF	\$63,000.00		_	no
1981	Lincoln Marsh Natural Area - 17-00835 - 12 acres	LWCF	\$45,000.00			no
1987	7 Lincoln Marsh Natural Area - OS 87-266		See below			no
1987	7 Lincoln Marsh Natural Area - OS 87-242		See below			no
1988	3 Lincoln Marsh Natural Area - OS 88-273 - 95 acres		\$798,000.00			no
	3 OS 99-952 - 3.5 acres		\$215,500.00			no
	3 TEA-21 - verify date	Federal	\$1,881,000			no
	Winfield Greenway Expansion - OS 00-1046 - 2.5 acres		\$298,300.00			no
	UPRR - verify date	Private	\$20,700			no
	Metra - verify date	Private	\$20,700			no
	BriarPatch Park Preservation - OS 01-1125		\$750,000			no
	B IDNR Bikeways Grant - verify date	State	\$200,000			no
	5 Illinois Commerce Commission (allocated 11/05)	State	\$240,000			no
	5 Illinois Commerce Commission (allocated 11/05)	State	\$490,000			no
	5 CMAQ (allocated 12/05)	Federal	\$430,649			no
	7 CMAQ (allocated 4/07)	Federal	\$75,000			no
	B Triangle Park Playground - 08203055	DCEO	\$30,000			no
	3 Seven Gables Demolition - 08203335	DCEO	\$40,000			no
	3 Northside Engineering - 08203320	DCEO	\$50,000			no
	OSLAD - Northside OS09-1700	IDNR	\$400,000			yes
	Northside Park Water Quality Grant	DuPage County	\$129,038			no
	Community Center Solar PV 5190	ICECF	\$420,500			yes
	OSLAD - Kelly OS10-1747	IDNR	\$377,200			yes
	Northside Park Stormwater Improvements	City of Wheaton	\$1,000,000			no
	Cosley Bobcat Museum Grant	IDNR	\$300,000			yes
	Snow Storm Reimbursement	FEMA	\$11,446			no
	Central Park Acquisition	PARC	\$2,441,300			yes
	Cosley Parking Lot	DCEO	\$50,000			yes
	P. Danada Storage Building	DCEO	\$10,000			yes
2012	Arrowhead Infrastructure Improvements	DCEO	\$175,000			yes
2012	Lincoln Avenue Native Landscaping	DCEO	\$50,000			yes
2012	Northside Park Infrastructure Improvements	DCEO	\$75,000			yes
2012	Sunnyside Park Renovation	DCEO	\$40,000			yes
2012	Lincoln Marsh Boardwalk RTP Grant	IDNR	\$200,000			yes
2013	Gateway Garden Development	DCEO	\$150,000			yes
2013	Flood Reimbursement	FEMA	\$9,424			no
2013	Cosley Parking Lot Water Quality Grant	DuPage County	\$72,252			no
	Wesley Leuhring (sensory)	,	\$150,000			no
2013	Power Play Grant (ppfc)		\$2,000			no
	3 175th Programming	DPCF	\$5,000			no
	Elliot Lake Water Quality Grant	DuPage County	\$100,369			no
		= *				

Year Grant	Source	Amount Received	Applied	Pending	GovNav
2014 DuPage Historical Museum Museum Grant	IDNR	\$600,300			yes
2014 Kiwanis club of Wheaton (sensory)		\$25,000			no
2014 Rotary Club of Lisle (sensory)		\$10,000			no
2014 Rotary Club of Central DuPage AM (sensory)		\$25,000			no
2014 Illinois Recycling Grants Program (Cosley)		\$9,900			no
2014 Illinois Youth Rec Corps Grant (Teen visitor guides)	IDNR	\$5,472			no
2016 Rathje Water Quality Grant	DuPage County	\$68,357			no
2016 Openlands Lincoln Marsh Natureplay	Openlands/ComEd	\$10,000			no
2019 Zamboni Storage Building - 19-203014	DCEO	\$40,000			yes
2019 OSLAD - Memorial OS19-2062	IDNR	\$400,000			yes
2019 Memorial Water Quality Grant - SM-P-0135-19	DuPage County	\$65,100			no
2019 Cosley Zoo Infrastructure	DCEO		\$10,000		yes
2019 DuPage Historical Museum HVAC Improvements	DCEO		\$75,000		yes
2019 Danada Restrooms	DCEO		\$60,000		yes
2019 Lincoln Marsh Pedestrian Bridge Replacement	DCEO		\$80,000		yes
2019 Northside Boiler Replacement	DCEO		\$30,000		yes
2019 Rathje Park Roof Replacement	DCEO		\$35,000		yes
2019 Seven Gables Picnic Shelter Roof Replacement	DCEO		\$27,900		yes
2019 Toohey Park Deck Replacement	DCEO	`	\$25,000		yes
2020 COVID reimbursement	FEMA		\$33,369		
2022 DuPage Historical Museum Structural Improvements	IDNR	\$750,000			yes
2022 OSLAD - Briarpatch Park Improvements	IDNR	\$317,500			yes
2022 LWCF - Lincoln Marsh Acquisition	IDNR			\$65,00	0 yes
2023 OSLAD - Graf Park Improvements	IDNR		\$600,000		
2023 Legislative Initiative - Briarpatch Park Improvements	DCEO	\$200,000			yes
2023 Tourism Grant - Cosley Parking Lot	DCEO	\$500,000			yes
2024 Hurley Garden Improvements (Retroactive)	DCEO	\$65,000			yes
2024 Legislative Initiative - BP paths/backstops, Sunnyside surface	DCEO			\$300,00	0 yes
2024 Parking at CAC and Blanchard	DuPage County	\$668,447			No
	Total	\$15,576,454	\$976,269	\$365,00	0
Government Navigator Assistance Other		\$7,561,800 \$8,014,654			
	Total	\$15,576,454			

2024 Syreenest

#### GOVERNMENT RELATIONS SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 21<sup>st</sup> day of February, 2024 by and between Government Navigation Group, Inc. ("GNG") with offices at 227. W. Monroe, #2100 Chicago, Illinois 60606 and Wheaton Park District ("Park District") with its principal office at 102 E. Wesley Street, Wheaton, Illinois, 60187 For purposes of this Agreement, GNG and Park District may also be referred to individually as a "Party" or together as the "Parties."

#### **RECITALS**

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

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

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

#### 1. Incorporation of Recitals and Term.

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

The term of this Agreement shall commence on January 1, 2024 and unless sooner terminated in accordance with the provisions of this Agreement, shall remain in effect through December 31, 2024 (the "Term").

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

#### 2. Services

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

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

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

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

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

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

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

#### 3. <u>Compensation and Expenses</u>

For and in consideration of GNG's performance of Services in accordance with the terms and conditions of this Agreement, Park District shall pay GNG a retainer at the rate of \$4,000 per month for the period beginning January 1, 2024 and ending December 31, 2024.

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

#### 4. Payment Terms/Late Payment

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

#### 5. Compliance with State and Federal Laws

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

#### 6. <u>Indemnification</u>

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

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

#### 7. <u>Confidentiality</u>

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

#### 8. <u>Independent Contractor.</u>

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

#### 9. Termination

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

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

#### 10. Non-Assignment

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

#### 11. Entire Agreement; Amendments, Etc.

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

#### 12. No Waiver

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

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

#### 13. Compliance and Headings

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

#### 14. <u>Limitation on Damages</u>

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

#### 15. Governing Law

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

#### 16. Counterparts

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

#### 17. Notice

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

If to Park District: Wheaton Park District

102 E. Wesley Street Wheaton, IL 60187

Attn: Michael J. Benard, Executive Director

Email: mbenard@wheatonparks.org

If to GNG: Government Navigation Group, Inc.

227. W. Monroe, #2100 Chicago, Illinois 60606 Attn: Paul Rosenfeld

Email: Paul@govnavigationgroup.com

#### 18. Conflict of Interest

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

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

#### 19. No Collusion

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

#### 20. Sexual Harassment Policy/Non-Discrimination

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

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

Government Navigation Group, Inc.

Davida

Wheaton Park District

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#### WHEATON PARK DISTRICT

# RULES FOR ALLOWING COMMISSIONERS TO ATTEND BOARD MEETINGS BY MEANS OF VIDEO OR AUDIO CONFERENCE

In the event that any Commissioner is unable to be physically present at a meeting of the Board of Park Commissioners ("Board") due to illness or disability, employment purposes, the business of the Park District, or a family or other emergency, it may be necessary or desirable to permit the Commissioner to attend the meeting by means of a video or audio conference. The following rules shall apply when any Commissioner wishes to attend a Board meeting by means of a video or audio conference:

- A Commissioner may attend a Board meeting by means of a video or audio conference only if he or she is prevented from physically attending because of: (a) personal illness or disability; (b) employment purposes; (c) the business of the Board; or (d) a family or other emergency.
- Any Commissioner who wishes to attend a Board meeting by means of a video or audio conference shall notify the recording secretary of the Board as far in advance of the meeting as practical, unless advance notice is impractical. [If, prior to the preparation and posting of a meeting agenda, any Commissioner has notified the recording secretary that he or she wishes to attend a meeting by means of a video or audio conference, the agenda shall include Board action on the Commissioner's request to participate in this fashion.]
- A quorum of the full Board (four Commissioners) must be physically present at the location of an open or closed meeting of the Board in order for any Commissioner to attend by means of a video or audio conference.
- A Commissioner may be permitted to attend a Board meeting by means of a video or audio conference only by a majority vote of those Commissioners who are physically present, to the extent allowed by these rules.
- [If the President attends a Board meeting by means of a video or audio conference, he/she shall vacate the Chair and the Vice President shall preside, provided that he/she is physically present. If both the President and Vice President are not physically present, the Board shall appoint any Commissioner who is physically present as temporary presiding officer.]
- The Commissioner(s) attending the meeting by means of a video or audio conference must be able to hear all motions and remarks made by those Commissioners physically present at the meeting, and comments by members of the public who attend the meeting. If the Commissioner(s) participating by means of a video or audio conference cannot hear all motions and remarks made by those Commissioners physically present at the meeting, then he/she shall be considered absent from the meeting, and shall not be permitted to vote on any matter during the meeting.
- All Commissioners and members of the public who are physically present at the meeting must be
  able to hear all motions and remarks made by the Commissioner(s) attending the meeting by

means of a video or audio conference. If the Commissioner(s) attending by means of video or audio conference cannot be heard by the Commissioners or members of the public physically present at the meeting, then he/she shall be considered absent from the meeting, and shall not be permitted to vote on any matter during the meeting.

- The minutes of the meeting shall identify which Commissioners were physically present and which attended by means of a video or audio conference.
- [All votes shall be taken by roll call.]

• [The maximum number of times a Commissioner may participate in Board meetings by means of video or audio conference is \_\_\_\_\_ times in any consecutive \_\_\_-month period.]

Approved by PSC Call Vote Jan 17, 2007 6-0-1

# CONFIDENTIAL AND PRIVILEGED ATTORNEY-CLIENT COMMUNICATION, NOT SUBJECT TO DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT

#### **MEMORANDUM**

To:

All Park District Clients

From:

Friedman & Holtz, P.C.

Re:

Model Rules for Allowing Commissioners to Attend Board and Committee

Meetings by Means of Video or Audio Conference

Date:

November 6, 2006

As detailed in our memorandum to you of September 28 regarding recent legislative developments, the General Assembly has amended the Open Meetings Act, effective January 1, 2007, to expressly permit members of your Board of Park Commissioners to attend board and committee meetings by means of a video or audio conference. However, Public Act 94-1058 provides that attendance by audio or video conference is permitted "only in accordance with and to the extent allowed by rules adopted by the public body. The rules must conform to the requirements and restrictions" contained in Public Act 94-1058, "may further limit the extent to which attendance by other means is allowed, and may provide for the giving of additional notice to the public or further facilitate public access to meetings."

In other words, it is strictly up to your Park Board whether or not it wishes to permit its members to attend meetings by means of a video or audio conference. If the Board does **not** wish to permit attendance in this fashion, it should simply refrain from adopting any rules permitting attendance in this manner.

On the other hand, if your Park Board believes that, at any time after next January 1, it may wish to permit one or more members to attend a meeting by means of a video or audio conference, it **must** adopt rules governing such participation. As indicated in our September 28 memorandum, it is our opinion that these rules must be adopted **prior** to any meeting at which an absent board member is allowed to attend by means of a video or audio conference.

As a courtesy to our clients, and without charge, we have prepared a set of model rules for any Park Board that wishes to permit meeting attendance by means of a video or audio conference. Since Public Act 94-1058 requires such rules to "conform to the requirements and restrictions" of the Act itself, we have included in our model rules all of the conditions for video or audio conference attendance that are contained in Public Act 94-1058:

A majority of the board or committee must be physically present at the meeting;

- The member must be prevented from attending the meeting by personal illness or disability, employment purposes or the business of the public body, or a family or other emergency;
- The recording secretary of public body must be notified in advance of a commissioner's intention to participate electronically, if notice is practical;
- The members present must approve the absent member's electronic participation;
- The minutes must show that a member participated in the meeting electronically.

In our January 7, 2000 memorandum to park district clients regarding participation in park board meetings by telephone, we had recommended that board rules for such participation require that "a quorum must be physically present at the meeting location," at least for such critical actions as adoption of "the Park District's Budget and Appropriation Ordinance, Truth in Taxation Resolution, Tax Levy Ordinance, and any resolution or ordinance required for the issuance of bonds." Some attorneys criticized this approach as overly conservative, but we correctly anticipated the requirements of Public Act 94-1058.

The attached model rules fall into two categories. All proposed rules that are not enclosed in brackets are either expressly or implicitly required by Public Act 94-1058. Those proposed rules or portions of rules enclosed in brackets are policies that we deem advisable, but are not required by state law. Your Park Board may wish to add to the list of rules, or subtract from it, but should not delete any proposed rule unless it is enclosed in brackets.

Some of those attending the Legal Symposium sponsored by the Illinois Association of Park Districts on November 2 suggested rules that would either not permit absent board members to attend closed meetings of the board or a committee by means of a video or audio conference, or would permit members to participate in open or closed sessions but not vote in this fashion. We understand the rationale for prohibiting participation in closed sessions, because the park board could never be certain who else might be with the commissioner who is attending by means of a video or audio conference, and therefore might become privy to the board's confidential conversations. However, we cannot comprehend why a board would allow an absent commissioner to participate in a discussion, but not a vote, by means of a video or audio conference.

Our proposed rules provide that, on each occasion when an absent commissioner wishes to attend a meeting by means of a video or audio conference, the park board must vote whether or not permit such attendance. We recommend that such a vote be taken at the outset of the meeting, immediately after the meeting is called to order but before the roll is called. Only those commissioners who are physically present at the meeting should participate in the vote on this question. The commissioners should determine whether all of the required conditions for attendance by means of a video or audio conference have been met and then take their vote.

Please contact Charlene Holtz or Jim Wascher at 312-857-4000 if you have any questions regarding our proposed rules.

TO:

**Board of Commissioners** 

FROM:

Adam Lewandowski, Director of Athletic Programs and Facilities

\* \* \* \* \*

WHEATON PARK DISTRICT

Jamie Martinson, Superintendent of Recreation Programs

THROUGH:

Michael Benard, Executive Director

RE:

Athletic and Recreation Vendor List Over \$19,999.99

DATE:

March 5, 2025

#### **SUMMARY:**

The Recreation and Athletic Department retain independent contractors to provide specialized services such as program instruction, athletic training, officiating, and facility space. These vendors are expected to be paid more than \$19,999.99 through March 2026.

#### **Discussion of the Issue**

The following independent contractors were paid more than \$19,999.99 in 2024 or are expected to be paid more than that threshold in 2025.

Vendors likely to be over \$19,999.99	Vendor Number	Service Provided	2023	2024
EVP Academies LLC	05220	Volleyball Programs	\$22,245	\$19,208
Bill George Youth Football League (BGYFL)	00120	Tackle Football League Fees	\$25,938	\$23,780
BZR Assigning	07399	Soccer Referees	\$2,001	\$11,442
Chicago Classic Coach	05068	Transportation MLC Trips	\$16,344	\$26,204
Zone250 (West Chicago Park District)	01035	Facility Rental (United)	\$23,220	\$19,650
Justin Sheppard	07135	United Soccer	\$20,354	\$24,233
Janet Cleary Allman	07085	United Soccer	\$14,725	\$15,995
John Gosling	07117	United Soccer	\$17,143	\$24,513
Melissa Oker	07116	United Soccer	\$11,020	\$16,250
Total Body Wellness & Performance	07253	Athletic Trainers	\$14,680	\$18,870
No Regrets Inc. / Adrenaline Fundraising	07585	Football Fundraiser	\$0	\$21,383
Joel Kline	07119	United Soccer	\$12,963	\$16,413
Joshua Bacheller	07139	United Soccer	\$9,953	\$14,425
Malnati Organization	05184	Cheerleading Fundraiser	\$0	\$10,820
YSSL	06201	Young Sportsman Soccer League/United Boys	\$19,547	\$20,130
NISL	00683	Northern Illinois Soccer League /United	\$28,364	\$19,524



Vendors over \$30,000 State Bidding Law	Vendor Number	Service Provided	2023	2024
Hot Shot Sports	06851	Youth Athletic Programs	\$76,685	\$94,152
Soccer Shots (Carly's Kickers LLC)	05083	Youth Soccer Programs	\$61,489	\$59,496
Chicagoland Whistles, Inc.	06978	Referees (Basketball)	\$35,548	\$42,199
Naperville Yard	05756	Facility Rental (United)	\$85,751	\$51,169
Official Finders, LLC	04857	Referees/Officials (Football, Baseball/Softball)	\$72,463	\$103,703
Redlok Productions Inc.	09534	Cheer Competition and State Fees	\$54,655	\$60,705
Tumbling Times	06555	Tumbling Programs	\$42,524	\$53,065
Team Illinois Lacrosse	07309	Lacrosse Instruction	\$52,435	\$52,336
Chicagoland Indoor Soccer	06257	Indoor Soccer League	\$42,280	\$50,010
Rudy Keller	07067	United Soccer	\$127,149	\$99,090
Chris Whaley	07131	United Soccer	\$60,187	\$70,725
IWSL	00481	Illinois Women's Soccer League/United Girls	\$26,467	\$29,404
Illinois Shotokan Karate			\$33,300	\$19,321
RJ Sisson Inc.	Inc. 05264 Parent/Child Music Programs		\$31,298	\$28,514
Nathan Atkinson	07105	United Soccer	\$44,283	\$79,962
Timothy Dana Bowen (Play-Well TEKnologies)	05384	Summer Camp Programs	\$26,460	\$31,715
Three Level Basketball LLC	07493	Basketball Instruction	\$0	\$26,762

#### **PREVIOUS COMMITTEE/BOARD ACTION:**

Athletic and Recreation Department specialized service vendors over \$19,999.99 was last approved by the Wheaton Park District Board of Commissioners in March of 2024. Wheaton Park District Finance Policies were last reviewed and approved by the Board of Commissioners on May 15, 2024.

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

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

#### **RELATED POLICY**

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

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

#### **RECOMMENDATION:**

Recommend approval of the 2025 Athletic and Recreation Program Services Independent Contractor agreement amounts resulting in expenditures over \$19,999.99.



TO:

Wheaton Park District Board of Commissioners

FROM:

Justin Kirtland, Golf Course Superintendent

Daniel Novak, Director of Arrowhead Operations

THROUGH:

Mike Benard, Executive Director

RE:

Golf Course Equipment Purchases

DATE:

March 5, 2025

**SUMMARY:** Arrowhead golf course maintenance equipment has been budgeted in 2025 (CARF) capital, asset, replacement equipment fund.

• The proposed sprayer being replaced was originally purchased in 2007. This equipment is available through the National Intergovernmental Purchasing Alliance (National IPA) administered by Omnia. Contract #2023261 term of 4/1/24 through 3/31/29.

#### **Equipment Description:**

#### Toro Multi Pro 5800-G with Excela Rate Sprayer:

- This piece of equipment is used to apply liquid chemicals and fertilizers to the golf course. It will replace a Toro Multi Pro 5700-D unit purchased in 2007 and will allow us to apply faster and more consistently while minimizing interference with golfers.
  - o Purchased through the National IPA, RFP120535. Total is \$80,641.23

**PREVIOUS COMMITTEE/BOARD ACTION:** The proposed equipment was included as part of the 2025 Wheaton Park District CARF Budget.

**REVENUE OR FUNDING IMPLICATIONS:** A total of \$182,000 is budgeted in 2025 for golf course capital equipment. These proposed purchases fits inside our budget amount for a total of \$80,641.23. Staff does plan on putting our used units up for auction / resale.

#### **LEGAL REVIEW:**

See attachment

#### **ATTACHMENTS:**

- Equipment Quote(s)
- NIPA Executive Summary
- Legal Review

<u>ALTERNATIVES</u>: It is our desire to replace equipment on a regular basis to maintain the course properly. Following a replacement schedule does this while also ensuring that much larger sums of money do not need to be spent in years to come to replace equipment that becomes outdated and/or unserviceable.

#### **RECOMMENDATION:**

• Staff recommends the purchase of one Toro 5800 G Sprayer at a cost of \$80,641.23 through the National Intergovernmental Purchasing Alliance administered by Omnia -- contract #2023261.

# Reinders // Quote

Account: 365414-2

Arrowhead Golf Club 26 W 151 Butterfield Road Wheaton IL 60189-8937

Attn: Justin Kirtland

## 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	Quote Valid Until	
Q	2/27/24	
Quote Date	Contract	
1/28/24	Quote	

#### Sourcewell #031121-TTC / Omnia #2017025

QTY	CODE	DESCRIPTION	SUGGESTED LIST	TOTAL
1	41394	Multi Pro 5800-G with ExcelaRate	\$83,931.00	\$65,466.18
12	120-0712	Light Blue 1.00 gpm nozzle @ 40 PSI	\$228.60	\$178.31
12	121-5062	Cap and Gasket for AI Turbo TwinJet	\$62.64	\$48.86
1	127-9826	Lance Suction Assembly	\$456.55	\$356.11
1	130-8231	Kit Step (Left side (driver) entry step kit)	\$320.39	\$249.90
2	131-6690	Seat Cover Small Grey	\$124.18	\$96.86
1	41219	Ultra Sonic Boom II Kit	\$4,921.00	\$3,838.38
1	41249	Foam Marker Kit	\$3,214.00	\$2,506.92
1	41614	30 Gallon Fresh Water Rinse Kit	\$2,406.00	\$1,876.68
1	41622	Chemical Pre-Mix Kit - MP5800 (KZ Valve)	\$4,193.00	\$3,270.54
1	130-8229	Finish Kit (Finish Kit for Ultra Sonic Boom II Kit)	\$823.33	\$642.20
1	136-0458	Finish Kit, Foam Marker	\$644.48	\$529.09

Configured Contract Price: Dealer Assembly & Delivery: \$79,060.03 \$1,581.20

Trade Totals:

\$0.00

Final Sale Price:

\$80,641.23



Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services and Equipment Executive Summary

Lead Agency: City of Mesa

Solicitation: 2023261

RFP Issued: JUNE 26, 2023

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: AUGUST 8, 2023

**Proposals Received: #2** 

Awarded to: The Toro Company



The City of Mesa Department of Procurement issued RFP 2023261 on June 26, 2023, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services and Equipment.

The solicitation included cooperative purchasing language in Scope of Work, Section 2, National Contract.: The City of Mesa, as the Principal Procurement Agency, as defined in the OMNIA Partners Documents (Attachment E), has partnered with the OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency" and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information on Omnia Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News Will County (IL)
- The Advocate New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal

On August 8, 2023 proposals were received from the following offerors:

- ASW, LLC dba American Landmaster
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with The Toro Company and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The City of Mesa, OMNIA Partners and the Toro Company successfully negotiated a contract, and the City of Mesa executed the agreement with a contract effective date of October 2, 2023.

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment and irrigation and outdoor lighting solutions.

#### Contract includes:

- Commercial equipment, including wide-area mowers, sprayers, utility vehicle, and general turf maintenance equipment and parts
- Landscape contractor equipment
- Siteworks Systems Division equipment and accessories
- Golf irrigation equipment

#### Term:

Initial five-year agreement from April 1, 2024 through March 31, 2029 with the option to renew up to a maximum of two (2) years, through March 31, 2031.

#### Pricing/Discount:

Pricing is discount off Toro MSRP. Serviced and supported by authorized Toro distributors.

Website: The Toro Company | OMNIA Partners | Public Sector

### City of Mesa, AZ

Contract 2023261

for

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

with

The Toro Company

Effective: April 1, 2024

#### **Donna Siciliano**

From:

Donna Siciliano

Sent:

Friday, February 28, 2025 2:02 PM

To:

Donna Siciliano

Subject:

FW: AGC Sprayer

From: Andrew Paine <APaine@tresslerllp.com>

Sent: Friday, February 28, 2025 1:50 PM

**To:** Donna Siciliano <a href="mailto:dsiciliano@wheatonparks.org">dsiciliano@wheatonparks.org</a> <a href="mailto:Cc: Mike Benard">Cc: Mike Benard < mbenard@wheatonparks.org</a>

Subject: RE: AGC Sprayer

Mike:

I reviewed the proposed purchase of a Toro sprayer through the Omnia Partners cooperative (contract #2023261).

Based upon my review of the relevant documents, and Illinois law, it is my opinion that the Omnia Joint Purchasing Contract may be utilized by the Park District as a procurement vehicle. The contract was awarded by competitive, sealed bidding; proper notice of the bid solicitation was provided in newspapers of general circulation in various counties in multiple states; and the contract was awarded to the lowest responsible bidder in accordance with the requirements of the Illinois Governmental Joint Purchasing Act. As a result, the Park District has the requisite authority to utilize the Omnia Joint Purchasing Contract as a procurement vehicle.

#### Andrew S. Paine | Partner | Tressler LLP

apaine@tresslerllp.com

O: 312-627-4154 C: 312-882-8875 F: 312-627-1717

233 S. Wacker Drive, 61st Floor, Chicago, IL 60606

www.tresslerllp.com







CALIFORNIA | ILLINOIS | MISSOURI | NEW JERSEY | NEW YORK | PENNSYLVANIA



Wheaton Park District Board of Commissioners

FROM:

Justin Kirtland, Golf Course Superintendent

Daniel Novak, Director of Arrowhead Operations

THROUGH: Mike Benard, Executive Director

RE:

Golf Course Equipment Purchases

DATE:

March 5, 2025

**SUMMARY:** Arrowhead golf course maintenance equipment has been budgeted in 2025 (CARF) capital, asset, replacement equipment fund.

• The two proposed golf utility carts being replaced were originally purchased in 2008. The current utility carts require additional staff time and funds to remain productive and have started to have a negative impact on playing conditions due to occasional oil leaks and transmission failure. This replacement equipment is available through Revels Turf and Tractor with two supporting quotes.

#### **Equipment Description:**

# John Deere Gator GS (2 vehicles):

- This equipment is used to transport golf course materials and staff throughout the golf course. These two (2) Gators will replace carts that were purchased in 2008 and will operate more efficiently than the units we currently own.
  - o Purchased through Revels Turf and Tractor. Total cost per unit is \$14,863.72.

**PREVIOUS COMMITTEE/BOARD ACTION:** The proposed equipment was included as part of the 2025 CARF Budget.

**REVENUE OR FUNDING IMPLICATIONS:** A total of \$182,000 is budgeted in 2025 for golf course capital equipment. These proposed purchases fit inside our budget amount for a total of \$29,727.44 Staff does plan on putting our used units up for auction / resale.

#### **ATTACHMENTS:**

• Equipment Quote(s)

**ALTERNATIVES:** It is our desire to replace equipment on a regular basis to maintain the course properly. Following a replacement schedule does this while also ensuring that much larger sums of money do not need to be spent in years to come to replace equipment that becomes outdated and/or unserviceable.

#### **RECOMMENDATION:**

• Staff recommends the purchase of two (2) John Deere Gator GS Utility Vehicles at a cost of \$14,863.72 each for a total cost of \$29,727.44 through Revels Turf and Tractor.





#### **Quote Summary**

**Prepared For:** 

WHEATON PARK DISTRICT DBA ARRO DBA

ARROWHEAD GOLF 102 E WESLEY ST WHEATON, IL 60187 Business: 630-653-5429 Prepared By:

Jason Krage Revels Turf and Tractor, LLC 180 Corporate Drive Elgin, IL 60123

Phone: 847-683-4653 Mobile: 847-857-9967 jkrage@revelstractor.com

Quote Id:

32263432

Created On:

28 January 2025

**Last Modified On:** 

28 January 2025

**Expiration Date:** 

28 February 2025

Equipment Summary	Suggested List	Selling Price	Qty		Extended
JOHN DEERE Gator GS	\$ 17,571.45	\$ 14,863.72 X	1	=	\$ 14,863.72

#### **Equipment Total**

\$ 14.863.72

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Quote Summary	
Equipment Total	\$ 14,863.72
Package Discount	\$ 0.00
SubTotal	\$ 14,863.72
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,863.72
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,863.72

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# **Selling Equipment**



**Quote Id:** 32263432

Customer: WHEATON PARK DISTRICT DBA ARRO DBA ARROWHEAD GOLF

	JOHN DEE	RE Gator GS		
Hours: Stock Number:				Suggested List \$ 17,571.45
				Selling Price \$ 14,863.72
Code	Description	Qty	Unit	Extended
0663XF	Gator GS	1	\$ 14,999.00	\$ 14,999.00
	Standard Op	tions - Per Unit		FOR EARLY STATE
001A	United States / Canada	1	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	\$ 0.00
0443	Operator's Manual - English	1	\$ 0.00	\$ 0.00
9003	Windshield, Folding Clear	1	\$ 409.00	\$ 409.00
9904	Front Brush Guard	1	\$ 387.00	\$ 387.00
	Standard Options Total			\$ 796.00
	Other	Charges		
	Freight	1	\$ 950.00	\$ 950.00
	Setup	1	\$ 826.45	\$ 826.45
	Other Charges Total			\$ 1,776.45
AND SECTION AND PAGE	Suggested Price			\$ 17,571.45
	Custome	r Discounts		
	Customer Discounts Total		\$ -2,707.73	\$ -2,707.73
Total Selling Pr	ice		ALL PROPERTY OF THE PARTY OF TH	\$ 14,863.72





Prepared For WHEATON PARK DISTRICT DBA ARRO DBA ARROWHEAD Prepared By Scott Howell

Quote ID

925341

Expiration Date 31-Jan-2025

**GOLF** 

9384 Main Street Dansville, NY 14437 **Created On** 

28-Jan-2025

102 E WESLEY ST

WHEATON

IL 60187 showell@finchturf.com

# **Quote Summary**

Equipment Summary	Suggested List	Selling Price	Qty	Extended
John Deere Gator GS	17,571.45	15,200.00	1	15,200.00
Equipment Total				44= 000 00
Equipment Total				\$15,200.00
Quote Summary				
Total Selling Price				\$15,200.00
Sub-total Inc. Tax				\$15,200.00
Balance Due				\$15,200.00

<sup>\*</sup> Tax exempt fee

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





# Selling Equipment

Quote Id

925341

Customer

WHEATON PARK DISTRICT DBA ARRO DBA ARROWHEAD GOLF

#### John Deere GS Gator

<b>Equipment Notes</b>		Suggested List
Hours		\$15,800.00
Serial Number		<b>Selling Price</b>
Stock Number		\$15,200.00
Base and Options	Unit Selling Price	\$15,800.00

1 John Deere GS Gator	1 Unit Discount Amount	15,800.00

Customer Discounts	 \$600.00
Customer Discount	600.00

Total Selling Price	\$15,200.00



#### **Quote Summary**

**Prepared For:** 

WHEATON PARK DISTRICT DBA ARRO DBA ARROWHEAD GOLF 102 E WESLEY ST WHEATON, IL 60187 Business: 630-653-5429 Prepared By:

Travis Dykstra Van-Wall Equipment, Inc. 1872 330th Street Madrid, IA 501400

Phone: 515-795-3400 travis.dykstra@vanwall.com

Pricing Includes Freight and Setup	Quote Id: Created On: Last Modified On: Expiration Date:	32192248 28 January 2025 28 January 2025 31 January 2025		
Equipment Summary	Selling Price Qty	Extended		
John Deere GS Gator	\$ 15,379.00 X 1 =	\$ 15,379.00		
Equipment Total		\$ 15,379.00		
	Quote Summary			
	Equipment Total	\$ 15,379.00		
	SubTotal	\$ 15,379.00		
	Est. Service Agreement Tax	\$ 0.00		
	Total	\$ 15,379.00		
	Down Payment	(0.00)		
	Rental Applied	(0.00)		
	Balance Due	\$ 15,379.00		

Accepted By : X
. ,

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE:

Blanchard Building Parking Lot Repaying

DATE:

March 5,2025



The parking lot at Blanchard building is in poor condition and needs repaving. Recently, staff have been made aware of funding that is available through a Polling Place Accessibility grant whose funds are administered through DuPage County. Bids were solicited on February 6, 2025, and the results are as follows:

Contractor	Base Bid – main lot mill & overlay	Alternate Bid 1 – main lot full depth remove & replace	Alternate Bid 2 – South lot remove lot, add turf & sidewalk	Alternate Bid 3 – South lot re-pave, install new curbs
Abbey Paving	\$218,557	\$48,525	\$31,170	\$57,620
Accu-Paving	\$223,322	\$61,590	\$33,330	\$66,440
Schroeder	\$224,000	\$75,000	\$22,000	\$80,000
Troch-McNeil	\$225,440	\$40,000	\$34,945	\$65,940
Advantage Paving	\$229,035	\$63,615	\$31,482	\$79,055
Chicagoland	\$230,000	\$75,000	\$25,000	\$72,000
Maneval	\$246,400	\$119,683	\$40,340	\$79,556
M&J	\$247,833	\$82,333	\$27,333	\$58,033
Lindblad	\$292,400	\$59,900	\$67,800	\$99,500

Abbey Paving has completed several projects for the district and staff have been pleased with the results.

The project is scheduled to begin the second week in April and to be completed by May 28.

#### PREVIOUS COMMITTEE/BOARD ACTION:

A contract with Wight Engineering in the amount of \$38,000 was approved at the November 20, 2024, board meeting.

An Intergovernmental Agreement with DuPage County for the grant was approved at the February 19, 2025, board meeting.



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

The cost of work will be paid by the district and reimbursed through DuPage County from the federal Polling Place Accessibility grant.

#### **STAKEHOLDER PROCESS:**

We will work with recreation programming staff throughout the process.

#### **LEGAL REVIEW:**

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

#### **ATTACHMENTS:**

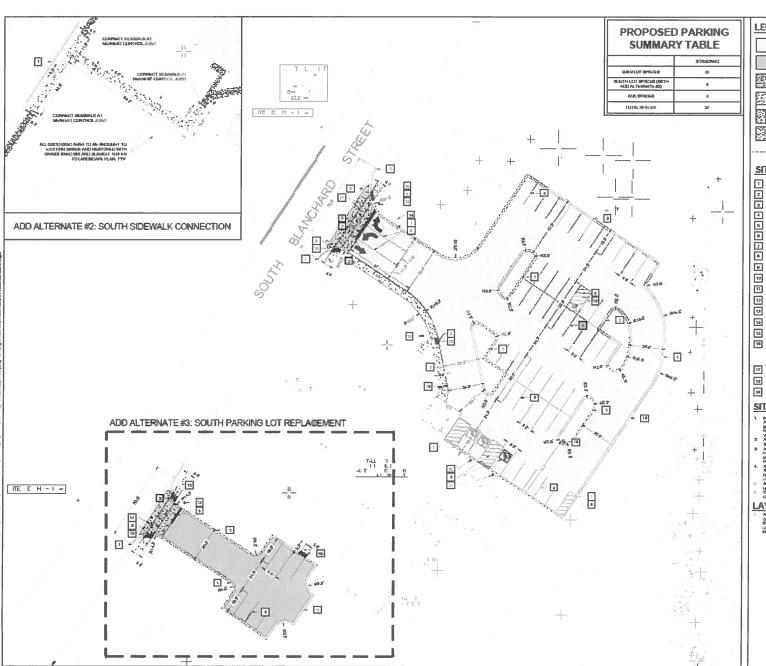
Layout Plan showing alternates. Wight recommendation letter.

#### **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners accept the Base bid from Abbey Paving in the amount of \$218,557 along with a 10% contingency of \$21,855.70.



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#### LAYOUT NOTE:

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#### 2025 BLANCHARD **PARKING LOT** REPLACEMENT

1753 S. BLANCHARD STREET WATERTON, IL 60190

SITE PLAN

70



February 27, 2025

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

RE: Blanchard Parking Lot Improvements

Dear Mr. Hinchee,

On February 20, 2025, bids were received by Wheaton Park District for the Blanchard Parking Lot Improvement Project. A total of 9 contractors' submitted bids: Please see the attached bid tabulation sheet. The apparent low bidder is Abbey Paving and Sealcoating Co., Inc. out of Aurora, Illinois, with a Base Bid of \$218,575.00. There were multiple Alternate bids provided by all bidders for the project including Add Alternate 1 for Full Depth Removal and Replacement in lieu of Partial Depth, Add Alternate 2 for removal and replacement of the south parking lot and install a new sidewalk, Add Alternate 3 for removal and replacement of the south parking lot and to install a new parking lot. The Park District has decided not to proceed with any of the Alternates.

Wight & Company has reviewed the project with the low bidder to confirm that they have accounted for all the scope per the bid documents. Wight reviewed references, who indicated that the projects went well, and the client would work with the low bidder again.

Based upon our evaluation of the bids, our scope review, and the references provided, Wight & Company recommends the award of the contract to Abbey Paving and Sealcoating Co., Inc. in the amount of \$218.575.00.

Please contact me should you have any questions regarding these matters.

Respectfully submitted,

Sincerely,

WIGHT & COMPANY

Shawn Benson, PE

**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:

March 5, 2025



Engineering Resource Associates (ERA) has been working on the design for improvement of the Central Athletic Center parking lot. Previously approved services did not include the construction phase. The additional cost for these services is \$2,300.

- 1. Catalog cut submittal reviews \$500
- 2. Milestone Site Visit for Conduit Installation and Testing w/ Write Up \$900
- 3. One additional Site Visit \$600
- 4. Answer any RFI's or contractor questions \$300 TOTAL \$2,300

#### 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 for ADA ramp. was approved at the October 23, 2024 Board Meeting. Additional services in the amount of \$5,500 for lighting design was approved at the February 19, 2025 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.

#### **LEGAL REVIEW:**

N/A

#### **ATTACHMENTS:**

N/A

#### **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve additional services with Engineering Resource Associates in the amount of \$2,300.



**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 Paving Project

DATE:

March 5, 2025



Engineering Resource Associates (ERA) was contracted to prepare plans and specifications for repaving the parking lots at the Central Athletic Complex. A report was prepared and reviewed at the subcommittee meeting.

Staff sent out bid specifications and drawings out to 24 companies on January 29, 2025, and they were

opened on February 19, 2025. The results are as follows:

Contractor	CAC Parking Lot Paving Base Bid			
Patriot	\$189,000.00			
Maneval	\$208,720.00			
Obsidian	\$209,774.00			
Advantage	\$216,030.00			
Accu Paving	\$218,812.00			
Troch-McNeil	\$221,145.00			
Schroeder	\$224,800.00			
M + J	\$227,333.00			
Chicagoland	\$232,000.00			
Everlast	\$235,020.30			
Abbey	\$263,104.78			

Patriot is the lowest bidder of all 11 bidders for the base bid. References were checked and found to be favorable.

The project is scheduled to start by April 28 and be completed by May 30.

#### 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 for the design of the ADA ramps in the amount of \$7,500 was approved at the October 23, 2024, Board Meeting.

Additional services for the design of lighting upgrades in the amount of \$5,500 was approved at the February 19, 2025, Board Meeting.

An Intergovernmental Agreement with DuPage County for the grant was approved at the February 19, 2025, 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.

#### **STAKEHOLDER PROCESS:**

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

#### **LEGAL REVIEW:**

Legal counsel was engaged to prepare our standard agreement and front-end bid documents.

#### **ATTACHMENTS:**

Layout Plan.

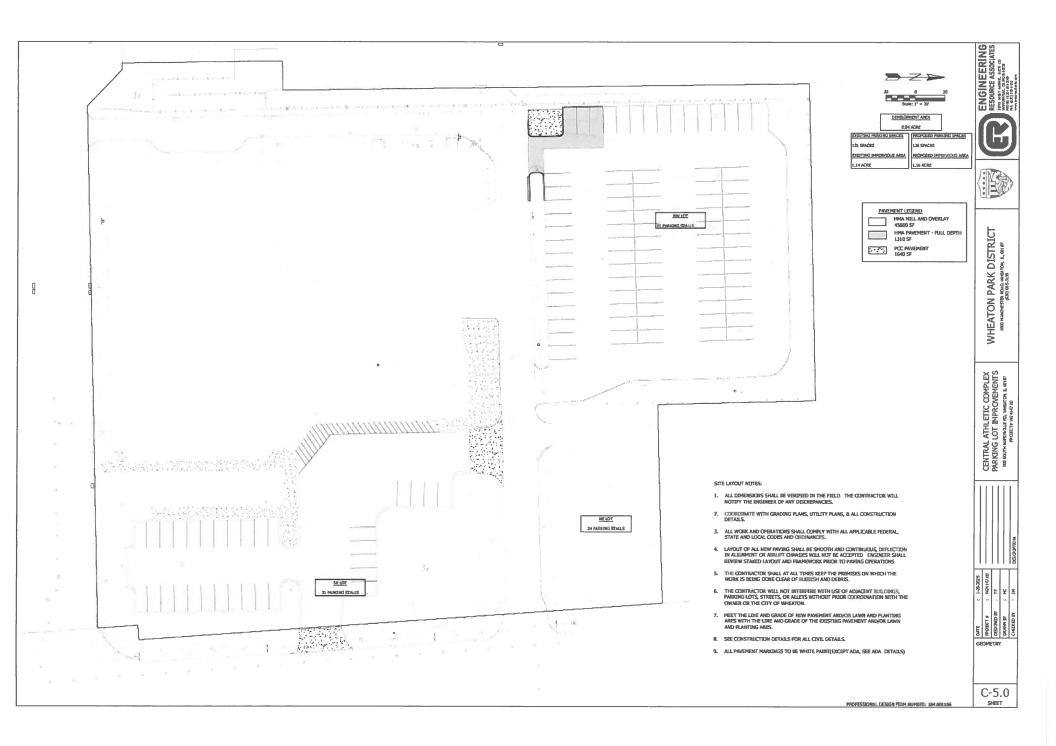
ERA Recommendation letter.

#### **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the Base bid from Patriot Paving in the amount of \$189,000 along with a 10% contingency of \$18,900.





February 26, 2025

Steve Hinchee Superintendent of Planning Wheaton Park District 1000 Manchester Rd Wheaton, IL 60187

SUBJECT: Bid Summary and Recommendation of Findings

Central Athletic Complex - Parking Lot Improvements

ERA No.: W24170

Dear Steve:

Wheaton Park District received bid results from eleven (11) contractors for the Central Athletic Complex – Parking Lot Improvement Plan. The project includes a base bid along with no alternates. The project included Addendum #1 and Addendum #2 that were to be signed by the contractor and included with the bid submittal as evidence of receipt.

The apparent low bidder for the base bid on the project is Patriot Maintenance Inc., who provided a lump sum bid for the base bid in the amount of \$189,000.00. Patriot Maintenance Inc. satisfactorily submitted the documents requested in the bid package along with the signed copies of Addendum #1 and Addendum #2.

ERA conducted a review of the bids received and a cost comparison of the line items and unit costs provided by each contractor. The results of the review did not indicate any errors or omissions for the plans and were in line with the estimated values determined by Engineering Resource Associates prior to public bidding. There was no evidence that the low bidder would not be able to perform the work.

The Wheaton Park District contacted Patriot Maintenance Inc., directly and inquired about the low cost of the line item for "Mobilization", "Earthwork" and "Erosion Control". Patriot confirmed understanding of the project and that they are comfortable with the lump sum bid price they had provided.

Based upon the information provided above, it is our opinion that Patriot Maintenance, inc is qualified to perform the work for the Central Athletic Complex – Parking Lot Improvement Plan. ERA would concur with a Wheaton Park District recommendation to approve Patriot Construction, Inc. in the amount of \$189,000.00 for the Central Athletic Complex – Parking Lot Improvement Plan base bid.

Respectfully submitted,

ENGINEERING RESOURCE ASSOCIATES, INC.

Tim Frisbie, P.E. Project Manager

**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 – Pedestrian Improvements

DATE:

March 5, 2025

#### **SUMMARY:**

It was recently brought to our attention that pedestrian access from the parking lot to the main door of the Central Athletic Center could be improved. Currently there is two-way traffic along the north end of the building and patrons that are dropped off in the parking lot will cut through the landscaping to go towards the entrance.

As a part of the improvement of the parking lot, we are proposing several changes to improve pedestrian access (shown on the attached plan).

- Improve lighting by replacing lights on existing poles (included in construction bid)
- Add signs to limit vehicles to one way traffic going east (to be completed by staff)
- Make curb cuts and stripe pavement to direct people to the existing cut walks and a crosswalk (request cost from contractor)
- Reconfigure the island to slow traffic and prevent two-way traffic (request cost from contractor)
- Install fencing to prevent cutting through (to be completed by staff)

#### 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. Additional services in the amount of \$5,500 was approved at the February, 2025 Board Meeting Construction contract recommended for approval at the March 19, 2025 Board Meeting.

#### REVENUE OR FUNDING IMPLICATIONS:

Account: 40-800-812-57-5701-0000	CAC Parking Lot Replacement	Budget: \$440,000

These costs should be reimbursed by our pending IGA with DuPage County to utilize ARPA funds for this project.

#### STAKEHOLDER PROCESS:

These changes will be communicated with facility staff to encourage pedestrians to use these routes.

#### **LEGAL REVIEW:**

Legal counsel will be engaged to prepare our standard agreement.

#### **ATTACHMENTS:**

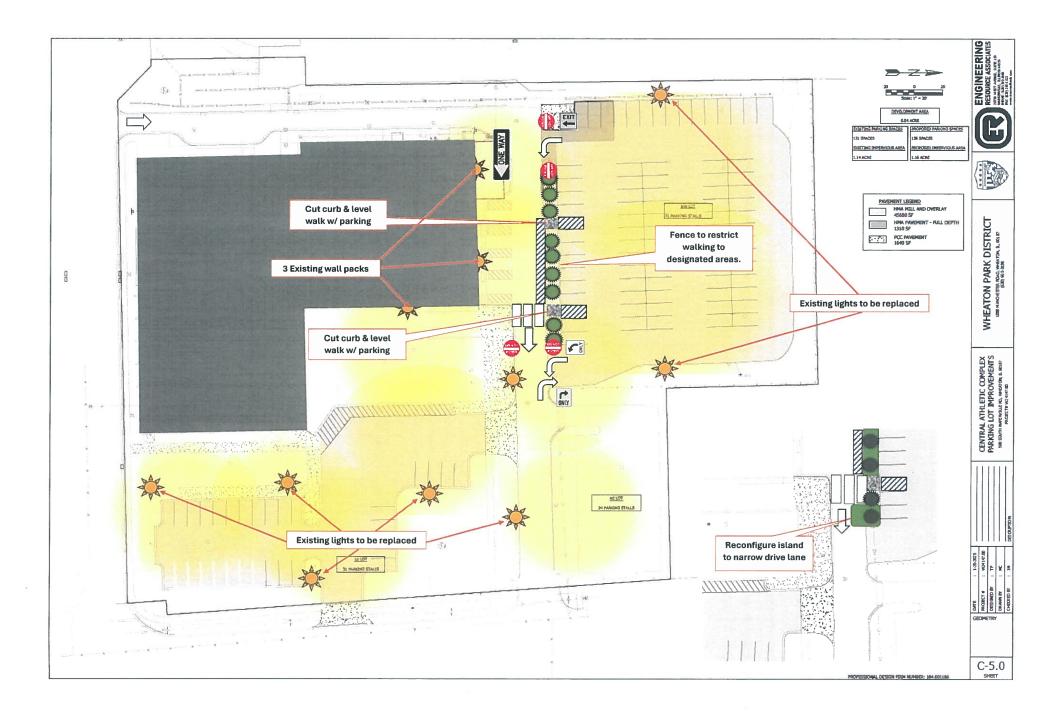
Parking Lot Improvements Plan



# ALTERNATIVES: N/A

# **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's accept the suggested improvements and direct staff to obtain costs as necessary to make the improvements.



**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH:

Michael Benard, Executive Director

RE:

Central Athletic Complex City of Wheaton Sanitary Improvements

DATE:

March 5, 2025

#### **SUMMARY:**

The City of Wheaton needs to replace a section of sanitary sewer that runs through the athletic fields at Central Athletic Complex. The existing sewer has backed up and/or overflowed into the fields, creating safety concerns. Replacing the sewer will reduce these situations in addition to eliminating three manhole covers that are currently in the field.

This work would require a new easement that would run through the northwest field. They have committed to doing this work at a time when we have the least disruption to our programs.

#### PREVIOUS COMMITTEE/BOARD ACTION:

Not applicable

# **REVENUE OR FUNDING IMPLICATIONS:**

Not applicable

#### **STAKEHOLDER PROCESS:**

Staff was consulted for scheduling construction work.

#### **LEGAL REVIEW:**

Legal counsel will be engaged to prepare/review a new easement agreement.

#### **ATTACHMENTS:**

City of Wheaton Easement Request

# **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve an easement for the City of Wheaton sanitary sewer.







303 W WESLEY STREET, WHEATON, IL, 60187 630.260.2065 | www.wheaton.il.us

Dear Mr. Benard,

The City of Wheaton is proposing the replacement of approximately 2,000 feet of sanitary sewer main, running from E Illinois Street near Reber Street to Park Avenue just west of S Main Street, shown in red in Figure 1.



Figure 1: Sewer Pipes to be Replaced

Several pipe segments in this area are either flat or back pitched, which reduces flow capacity, increases maintenance requirements, and contributes to sanitary backups into people's homes and/or overflows of sanitary sewage around Central Park. To address this, the City has hired RJN Group Inc. (RJN) to design the replacement of the sanitary sewer pipes. RJN has developed a preliminary design which proposes to route the new sanitary sewer main through Central Park in a similar alignment to the storm sewer main that already exists. (Figure 2 – New pipe alignment)



EXISTING CONDITIONS
Storm Sewer Main
Sanitary Sewer Main
Sanitary Manhole
PROPOSED WORK
New Sanitary Main

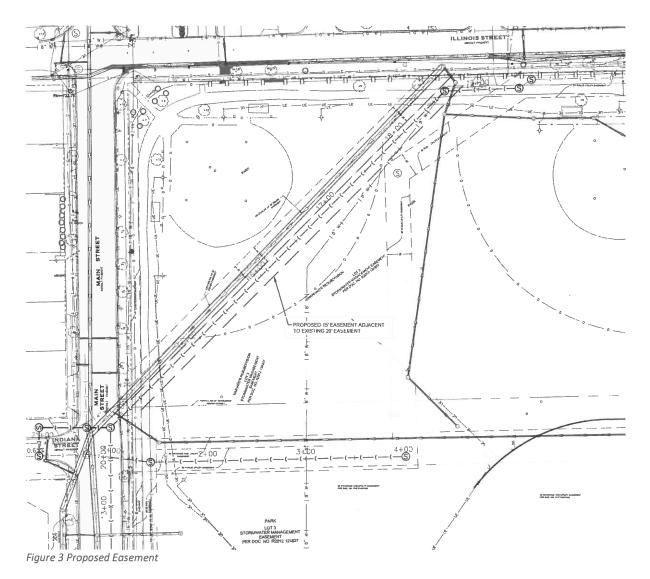
X Sanitary Manhole to be Eliminated
Sanitary Pipe to be abandoned in place (No Disturbance)
New Sanitary Manhole

Figure 2: Proposed Pipe Alignment

The replacement of these pipes will help reduce sanitary sewer overflows in and around Central Park and improve the overall sanitary sewer system. The new installation will also:

- Decrease the need for sewer cleaning equipment to access Central Park, thereby minimizing disruptions.
- Abandon 700 feet of existing sanitary main
- Eliminate 4 manholes in the baseball / soccer fields
- Consolidate easements in Central Park to decrease potential areas of future disruption

We are committed to minimizing any impacts to Central Park and Central Park activities. Work would be overseen by both City Staff and field engineers from RJN. Scheduling of work in Central Park will be constrained to ensure that the work is completed quickly, with the installation taking place over approximately two weeks in late fall 2025 (late October or early November). Restoration work will be done promptly, prior to the spring season, to ensure the park's use is minimally affected. However, in order to proceed, the City is required to obtain a new permanent easement from the Wheaton Park District. The requested easement is shown below in Figure 3.



The City is requesting the Wheaton Park District's help for this important sanitary sewer project. We are currently seeking feedback from the Wheaton Park District on granting this new permanent sanitary sewer easement and would greatly appreciate your support in moving forward with this essential project. We are happy to meet and discuss the details to address any concerns and ensure the project proceeds smoothly while minimizing adverse impacts to Central Park.

Thank you for your time and consideration. We look forward to collaborating with you on this important project.

Sincerely,

Russell Peacock Development Engineer City of Wheaton

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH:

Michael Benard, Executive Director

RE:

Cosley Parking Lot – Change Order #1

DATE:

March 5, 2025



Staff along with our consulting engineer determined the parking lot lighting could be connected to existing power closer to the proposed lot resulting in a cost savings.

#### PREVIOUS COMMITTEE/BOARD ACTION:

The original contract with E.P. Doyle was approved at the October 23, 2024 board meeting, along with a 10% contingency for this project. Previous change orders were approved as outlined in the table below.

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

The original contract	\$1,999,599.00	Approved October 23, 2024	
Change Order #1	\$5,158.34	Approved January 15, 2025	
Change Order #2	-\$2,300.00	Current recommendation	
Total	\$2,00,2457.34	\$197,101.56 contingency remaining	

#### **STAKEHOLDER PROCESS:**

Our engineer reviewed this change and recommended approval.

#### **LEGAL REVIEW:**

N/A

#### **ATTACHMENTS:**

E.P. Doyle Change Order 2/Extra Work Proposal 2

#### **ALTERNATIVES:**

N/A

#### **RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners approve Change Order #2 in the amount of a (\$2,300.00) reduction with E.P. Doyle Construction.



# Cosley Zoo Parking Lot (24-032) Extra Work Proposal #002



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

#### **Power Relocation**

		EWP Cost Subtotal	(\$2,300.00)
		EWP #002 Total Cost:	(\$2,300.00)
		EWP #002 Time Extension :	0 C.D.
otes:	Ast	norter run for the power to connect the	parking lights was implemented per RFI #4.
	1. \$ 2. \$	associated credit is as follows: 920 labor credit 380 material credit	
	Elec	ctrical credit subtotal: \$1,300	
	\$1,0	000 credit from paver. Asphalt patch at	existing parking lot not required.
	Tota	al credit: \$2,300	
autho	roposa	Il by signing and dating below, and we	his extra work, please acknowledge your acceptance will issue a Change Order in accordance with the
this pr	PIOTI		
this prontract	*	e & Son, LLC	Wheaton Park District - Cosley Zoo
this prontract	. Doyl	e & Son, LLC	Wheaton Park District - Cosley Zoo
this prontract	. Doyl	(1)	Wheaton Park District - Cosley Zoo  By
E. P By	. Doyl	(1)	

Ву

Date

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH:

Michael Benard, Executive Director

RE:

Memorial Park Shade Structures

DATE:

March 5, 2025

#### **SUMMARY:**

Memorial Park hosts several events during the summer and the Lions Terrace would benefit from a shade structure. Working with Shade Systems a design was developed for a custom patio shade structure. These plans were used as the basis for bid.

Staff sent out bid specifications and drawings to 28 companies on February 12, 2025, and they were opened on February 27, 2025. The results are as follows:

Contractor	Memorial Park Shade Structures Base Bid
Innovation Landscaping, Inc.	\$73,420.80

Staff discussed the sole bid with the local sale representative for Shade Systems, and they stated that the bid pricing was in line with the material and labor costs for this project. Staff also spoke with plan holders to determine why they didn't provide a bid. They all stated that their current workload prevented them from either bidding or performing this project during the specified dates.

Innovation Landscaping has worked on several projects for the district in the past and staff has been pleased with the results.

This project is scheduled to be completed May 16, 2025.

#### PREVIOUS COMMITTEE/BOARD ACTION:

N/A

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

Account:40-800-825-57-5701-0000	Memorial Park Shade Structures	Budget: \$65,000
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#### **STAKEHOLDER PROCESS:**

Designs were reviewed with staff and the construction schedule was set to not interfere with the schedule of events at Memorial Park.



#### **LEGAL REVIEW:**

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

#### **ATTATCHMENTS:**

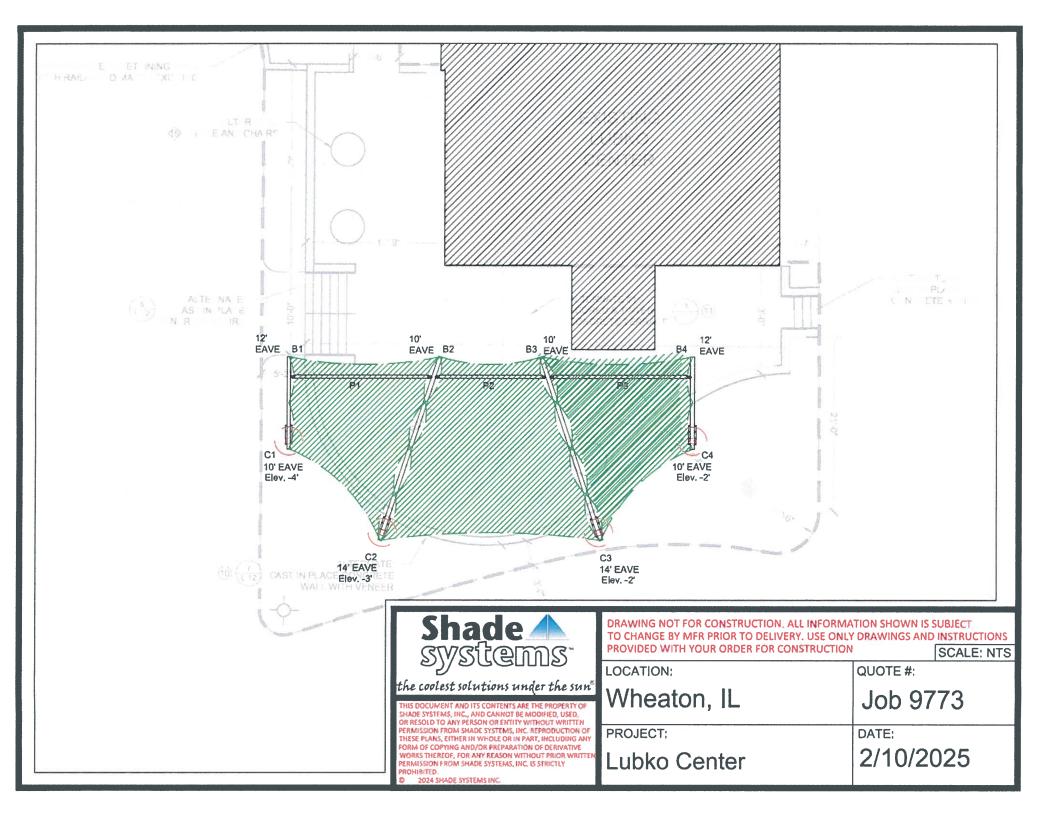
Plan by Shade Structures.

### **ALTERNATIVES:**

We had considered installing this with district staff, as we have done so in the past, although installation would need to occur following the 2025 event season due to other spring work.

#### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the bid from Innovation Landscape in the amount of \$73,420.80 along with a 10% contingency of \$7,342.08.



**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

Steve Hinchee, Superintendent of Planning

THROUGH:

Michael Benard, Executive Director

RE:

Native Area Landscape Maintenance Services

DATE:

March 5, 2025

#### **SUMMARY:**

The natural areas in our parks require seasonal care and maintenance that is effectively performed by an ecological restoration contractor. This work encompasses the following procedures and techniques:

- Monitoring native plants, weed control and seed dispersal as needed.
- Prescribed burns for the upland natural areas and buffers to control invasive species and encourage new growth of native species.
- Cattail management employing herbicides and hand cutting/removal.

The work is being performed in the following parks:

- o Northside Park pond shoreline and detention area
- o Cosley Zoo marsh area on south side of property and rain gardens in parking lot
- o Central Athletic Complex detention area west side of Main St.
- o Rotary Park hill west of Mariano's parking lot
- Elliot Lake shoreline
- o Wheaton Oaks Property Gary Ave., South of Winfield Creek and Elliot Lake
- o Thompson detention area east side of Gary Avenue, across from Prairie Avenue
- o Lincoln Marsh
- o Toohey Park
- o Arrowhead Golf Course detention area
- o Rathje Park shoreline

We have also included alternative bid prices to provide monitoring of native plants and treating invasive species with herbicide applications at the following locations:

- Hoffman Park
- Seven Gables Park



Bids were solicited on February 12<sup>th</sup>, 2025, and were opened on February 27, 2025. The results were as follows:

Contractor	2025	2026	2027	Total Bid 3 Yr. Total	Hoffman 3 Yr. Total	7 Gables 3 Yr. Total	Base + Alts. 3 Yr. Total
Bedrock Earthscapes	\$33,260.00	\$34,380.00	\$35,500.00	\$103,140.00	\$2,470.00	\$4,940.00	\$110,550.00
Bluestem	\$46,445.00	\$33,235.90	\$34,051.60	\$114,793.00	\$2,300.00	\$3,950.00	\$121,043.00
McGinty Bros	\$48,250.00	\$50,062.00	\$51,566.00	\$150,238.00	\$9,055.00	\$14,500.00	\$173,793.00
V3	\$51,920.00	\$59,525.00	\$64,760.00	\$176,205,00	\$13,165.00	\$26,215.00	\$215,585.00
Tallgrass	\$64,200.00	\$66,215.00	\$68,230.00	\$198,645.00	\$10,200.00	\$17,400.00	\$226,245.00
Encap	\$70,500.00	\$70,500.00	\$70,500.00	\$211,500.00	\$9,000.00	\$22,500.00	\$243,000.00

Bedrock Earthscapes was the lowest bidder. They have performed maintenance on our natural areas for several years and we are satisfied with their work.

# PREVIOUS COMMITTEE/BOARD ACTION:

N/A

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

Fiscal Year	iscal Year Account:	
2025	40-000-000-52-5210-0000	\$50,000
2026	40-000-000-52-5210-0000	\$50,000
2027	40-000-000-52-5210-0000	\$50,000

# **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 the base bid for native area landscape maintenance services and alternates for Hoffman and Seven Gables from Bedrock Earthscapes for 2025 through 2027in the amount of \$110,550.

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH:

Michael Benard, Executive Director

RE:

Ray Morrill Community Center Sign

DATE:

March 5, 2025



Williams Architects has provided two options for the Ray Morrill Community Center sign to be mounted on the front façade. A third option of letters above the façade was considered, but did not meet city ordinances.

#### PREVIOUS COMMITTEE/BOARD ACTION:

The naming recommendation was discussed at the October subcommittee meeting.

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

Estimated construction costs are provided with the renderings attached.

#### **STAKEHOLDER PROCESS:**

Not applicable.

#### **LEGAL REVIEW:**

Not applicable.

#### **ATTACHMENTS:**

Renderings of Options

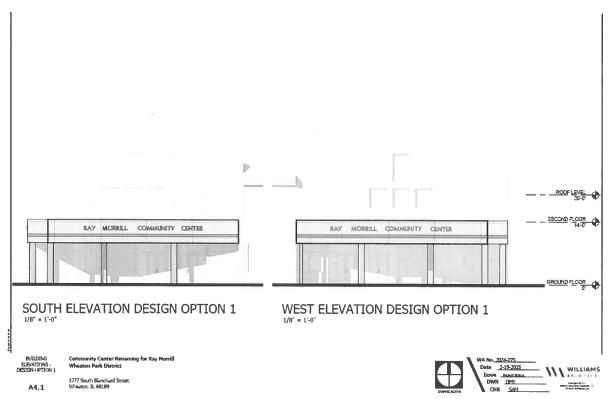
# **ALTERNATIVES:**

Not applicable.

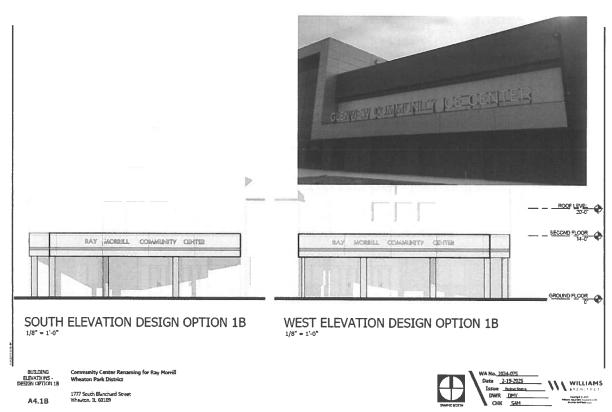
#### **RECOMMENDATION:**

It is requested that the Wheaton Park District Board of Commissioner's approve proceeding with the non-lighted option 1similar to the existing letters.





Option 1 estimated construction cost - \$80,000 - \$90,000



Option 1B estimated construction cost - \$125,000 - \$135,000 Cannot be illuminated between 11pm and 7am per ordinance

**Board of Commissioners** 

FROM:

Rob Sperl, Director of Parks and Planning

THROUGH:

Michael Benard. Executive Director

RE:

Wheaton Garden Club Sculpture Donation at Memorial Park

DATE:

March 5, 2025



#### **SUMMARY:**

The Wheaton Garden Club is celebrating their 100th anniversary. In recognition of this, they would like to donate a bronze sculpture of a wheelbarrow to the park district to be installed at Memorial Park. An inscription on the sculpture would say – Cultivating our Communities for 100 years; Wheaton Garden Club. The dimensions are 23" x 15" x 45".

They would like it to be located at the southeast corner of the park adjacent to the Carlson planting bed. The sculpture would be produced by a company that we have previously used for other sculptures in the parks. The value of this donation would be \$4,950.

#### PREVIOUS COMMITTEE/BOARD ACTION:

N/A

# **REVENUE OR FUNDING IMPLICATIONS:**

The staff time and materials involved with installing this sculpture and planting annual flowers is minimal.

#### **STAKEHOLDER PROCESS:**

Not applicable.

#### **LEGAL REVIEW:**

Not applicable.

#### **ATTATCHMENTS:**

Picture of sculpture and proposed location.

#### **ALTERNATIVES:**

Not applicable.

#### **RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's accept the sculpture donation from the Wheaton Garden Club to be installed at Memorial Park.





