



# Wheaton Park District

## **PUBLIC NOTICE**

**Wheaton Park District Board of Commissioners  
SPECIAL MEETING  
Wednesday March 6, 2024, 5:00 p.m.  
DuPage County Historical Museum  
102 E. Wesley Street, Wheaton, IL 60187**

**Public Notice Date March 4, 2024**

**Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the “Park Board”) will hold a Special Meeting at 5:00 pm on Wednesday March 6, 2024, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187**

**Please contact Michael J. Benard, Board Secretary, for further information.  
[mbenard@wheatonparks.org](mailto:mbenard@wheatonparks.org)**

Michael J. Benard  
Secretary

**The Agenda for the March 6, 2024, Special Meeting is as Follows:**

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



# Wheaton Park District

## **Special Meeting of the Wheaton Park District Board of Commissioners**

**March 6, 2024, 5:00 pm**

### **ACTION ITEMS**

1. **Rice Pool and Access Improvement Project** – Motion to approve the base bid and alternate #1 from MC Building for 78,375.00 plus a 10% contingency for the Rice Pool Access Improvement Project
2. **Northside Pool Access Improvement Project** – Motion to approve the base bid from Red Feather for \$166,025.00 plus a 10% contingency for the Northside Pool Access Improvement Project

### **DISCUSSION ITEMS** *No Action Will Be Taken on These Items – Review & Discussion Only*

1. **Safety Policy, Procedures & Crisis Management Plan** – Review of updated policy and procedures
2. **Carnival Services** – Review of proposals
3. **Independence Day Fireworks** – Review proposals
4. **Sound & Light Services** – Review of proposals
5. **Athletic and Recreation Program Contractual Services** – Review of 2024 Athletic and Recreation Program Services Independent Contractor Agreements Resulting in Expenditures over \$19,999
6. **Golf Course Equipment Purchases** – Review of mowing equipment and pricing available through the National Intergovernmental Purchasing Alliance
7. **Fleet Vehicle Purchases** – Review of vehicles and pricing available through the Illinois Cooperative Purchasing Program
8. **Americans With Disabilities Act Access Audit and Transition Plan** – Review of Change Order #1 from the WT Group
9. **DuPage County Historical Museum Exhibit Design Services**  
Review of design proposal and related agreement drafts
10. **Community Center Rehab Project Phase 2** – Review Change Order #3 from Stuckey Construction
11. **Community Center Rehab Project Phase 2** – Review of proposal for additional services from Williams Architects

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- 12. Central Athletic Center Parking Lot Replacement Project** – Review of proposal from Engineering Resource Associates
- 13. Community Center Parking Lot Replacement Project** – Status report on installation of EV Charging Stations

## **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: Rice Pool and Northside Pool Access Improvement Projects

DATE: March 6, 2024



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**SUMMARY:**

Staff worked with Nevin Hedlund Architects to design improvements for the Rice Pool and Northside Pool facilities aimed at providing improved access for our patrons. At Rice, these include adding check-in windows, allowing direct access to the pool, and relocating the first aid area to a newly constructed room on the concession area deck. At Northside, these include direct access from the check-in desk to the pool and individual restroom/changing rooms.

Bid plans and specifications for construction were sent out to the bidders on February 12, 2024. Bids were opened on February 23, 2024, and the results are as follows:

<b><i>Contractor</i></b>	<b><i>Base Bid Rice</i></b>	<b><i>Base Bid Northside</i></b>	<b><i>Deduct for Both</i></b>	<b><i>Alternate Bid</i></b>
Red Feather	\$42,775.00	<b>\$166,025.00</b>	(\$5,000.00)	\$44,950.00
MC Building	<b>\$51,775.00</b>	\$262,900.00	(\$600.00)	<b>\$26,600.00</b>
CK Construction	\$39,921.07	No Bid	No Bid	\$39,921.07
Construction Inc.	\$46,000.00	\$182,000.00	(\$6,900.00)	\$69,000.00

References for the recommended low bidders were checked and found to be favorable. Our previous experience with Red Feather was good as well.

**PREVIOUS COMMITTEE/BOARD ACTION:**

These projects were previously put out to bid with larger scopes. These bids came in outside of budget limitations. These bids were rejected on February 21, 2024, and rebid with reduced scopes.

**REVENUE OR FUNDING IMPLICATIONS:**

Account	Description	Budget
40-800-846-57-5701-0000	Rice Pool Accessibility Improvements	\$125,000
40-800-826-57-5701-0000	Northside Pool Accessibility Improvements	\$100,000
40-000-000-12-1224-0000	ADA Improvement (18%)	\$40,500

**STAKEHOLDER PROCESS:**

This project has been discussed with the athletics and pool staff.



**LEGAL REVIEW:**

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

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

A larger scope of work was previously bid in January 2024.

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve the Rice Pool base bid and alternate 1 from MC Building in the amount of \$78,375.00.

It is recommended that the Wheaton Park District Board of Commissioners approve the Northside Pool base bid from Red Feather in the amount of \$166,025.00.

Additionally, staff requests a 10% contingency for a total of \$24,440 for these projects.



# Safety Policy and Procedures Manual and Crisis Management Plan

Reviewed and Amended February 2024

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**Wheaton Park District**  
**SAFETY POLICY STATEMENT**

We acknowledge a dedication to provide a safe working environment for our employees as well as a safe leisure environment for the public utilizing our parks, facilities, and programs.

It is the intention of the Wheaton Park District to develop, implement and administer a comprehensive safety and loss control program. In all our assignments; the health and safety of all should be top priority.

Personnel at all levels are directed to make safety a matter of continuing and mutual concern, equal in importance with all other operational considerations. Each supervisor is responsible for work being performed in a safe manner, inspections conducted on a regular basis, hazards and dangers confronted and accidents investigated.

We are confident that this program will be successful and expect your cooperation and support.

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Mike Benard  
Executive Director

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Board President  
Board of Park Commissioners

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Date

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Date

## **STATEMENT OF ADMISSION**

All employees are expected to act and conduct themselves at all times in the best interest of the agency. When an accident occurs, no matter how insignificant it may seem to be, it is of the utmost importance never to presume or admit guilt or fault of any kind. Employees should never speculate on the cause(s) of the accident or injury or discuss any facts of the accident. Employees should cooperate with investigating authorities and with any investigation conducted by or on behalf of the agency. Any and all questions relating to an accident involving agency property and/or personnel should be promptly directed to a Department Head, or agency spokesperson.

## **SAFETY COMMITTEE**

The purpose of this committee is to review/conduct safety inspections, schedule safety training, review accidents and recommend changes in policies and procedures to promote safety. It will also perform other duties that will provide a safe working environment for our employees and participants. It is the added responsibility of the Safety Committee to be concerned with the safety of visitors utilizing our parks, playgrounds, facilities, and programs.

### **A. Objective**

The Wheaton Park District Safety Committee has been established and will meet on a monthly basis to initiate and execute a safety program by:

1. Conducting regular meetings to discuss accident prevention methods, safety awareness and training, conditions noted on facility and park inspections, incident reports and other safety issues.
2. Taking part in routine inspections of the facilities and grounds to find current hazards and preventing future hazards. These inspections will be submitted to the Safety Co-Chairs for review at safety and staff meetings.
3. Taking part, when requested, in investigating incidents.
4. Recommending proper personal protective equipment (PPE) and other personal safety devices. The recommendations will adhere to OSHA, NIOSH, ANSI, and other industry standards.
5. Developing safety rules and guidelines to provide for the Wheaton Park District's current and anticipated loss reduction needs.
6. Promoting safety for all employees, which is intended to encourage each employee to develop safety awareness.
7. Monitoring activities of district-wide and JM departmental safety programs to ensure that they comply with the intent of this policy.
8. To ensure that the Wheaton Park District is compliant with the National Incident Management System (NIMS), Incident Command System (ICS) for efficient and effective response to emergencies.

### **B. Meetings**

The following format will be used to conduct business during the safety committee meeting.



1. ***Call to Order-*** The safety committee meeting will be promptly called to order at the time that the Safety Co-Chairs established.
2. ***Roll Call-*** The names of each attending safety committee member and any guests should be recorded in the minutes.
3. ***Introductions-*** The guests that are present will be introduced.
4. ***Review of Accidents and Statistics-*** The committee will review all work-related employee injuries, serious injuries to patrons and park users, property and vehicular accidents to determine preventive measures in order to avoid future occurrences.
5. ***Old Business-*** All matters that require definite decisions will be reintroduced for further action.
6. ***New Business-*** At this time, the committee will discuss safety inspections results, new hazards, committee reports, or related safety concerns.
7. ***Activities-*** The Safety Coordinator may wish to appoint subcommittees to arrange, develop, or follow-up on matters pertaining to the safety committee.
8. ***Adjournment***

### **C. Safety Committee Make-up**

The Safety Co-Chairs have been appointed by the Wheaton Park District Director to chair the safety committee meetings. The safety committee shall be composed of one staff member from each department/location or in their absence, choose another staff member to represent their department.

## **ASSIGNMENT OF RESPONSIBILITIES**

All Park District employees are responsible for compliance with safety procedures, standards and rules outlined in this manual. The rules and regulations outlined in this manual are a minimum and should in no way limit Wheaton Park District employees from implementing more comprehensive procedures to reduce the likelihood of injury or property damage.

### **A. Executive Director**

The Park District Executive Director has the ultimate responsibility for implementing and overseeing the loss prevention program at the Wheaton Park District. However, for practical purposes, the authority for safe operations will be delegated through all management and supervisory levels. Following is a list of specific duties that the Director will perform to ensure compliance with the safety program.

1. Appoint a Safety Co-Chairs to implement and administer the loss prevention program.
2. Review all serious employee or public injuries to ensure that the established accident investigation process clearly identifies the causative factors and takes action to prevent reoccurrence.
3. Meet with the Safety Co-Chairs to review the loss prevention program and make recommendations for improvement.

## **B. Safety Coordinator Responsibilities**

1. The Safety Co- Chairs have the overall responsibility for formulating, directing, and coordinating all safety activities throughout the district.
2. Acts as the chairperson of the Safety Committee and presents recommendations to the Director when necessary.
3. Develops and maintains a loss prevention program.
4. Prepares agendas and minutes for Safety Committee meetings and reviews summaries of accidents and injuries.
5. Schedules and participates in safety inspections of sites and facilities to identify unsafe conditions or practices.
6. Periodically evaluates the compliance of the Park District Safety Program requirements within each department.
7. Acts as the liaison between the Park District and PDRMA's Loss Control Department.
8. Act as the alternate responsible for filing and sending claim forms to PDRMA.
9. Makes specific budget allocations for the purchase of safety related items.

## **C. Responsibilities of Safety Committee Members**

1. Attend all monthly safety committee meetings, or send an alternate in your place, and contribute ideas and suggestions for safety improvements.
2. Report to the Safety Co-Chairs any unsafe conditions or behaviors that could lead to loss of life, injury, or damage to Park District property.
3. Participate in the scheduled inspections of all or specified Park District sites and facilities and provide recommendations to the safety committee for the elimination of the identified hazards.
4. Encourage others to work safely while setting an example of safe work performance.

## **D. Department Head Responsibilities**

Each Department Head is responsible and accountable for maintaining a safe and healthy environment for employees and the public using the Wheaton Park District's facilities and participating in programs, services, and events.

Specific responsibilities include:

1. Maintain and support departmental safety programs by attending safety-related meetings and making loss prevention suggestions.
2. Take corrective action when any known, unsafe condition exists that could potentially affect the safety of a Park District employee or the general public.
3. Enforce Park District safety rules and policies pertinent to the activities conducted in your department.

## **E. Supervisory Responsibilities**

Supervisors are responsible and accountable for accident prevention within their respective department. It must be thoroughly understood that supervisors are the key to an effective safety program. The number of accidents that occur in your work area can be a factor in individual performance reviews.

1. Take the initiative in recommending corrective action for any deficiencies noted in facilities or work procedures that affect Park District loss control efforts.
2. Be firm in enforcement of work policies by being impartial in taking disciplinary action against those who fail to conform; and by giving prompt recognition to those who perform well.
3. Ensure that each employee is fully trained for the job assigned and that the employee is familiar with published department work rules and personal protective equipment requirements.
4. Fully cooperate with the Safety Co-Chairs in shutting down operations considered to cause imminent danger to employees or the public and in removing personnel from hazardous jobs when they are not wearing or using prescribed protective equipment.
5. Promptly and thoroughly investigate all employee and participant accidents, review the circumstances of each incident and prescribe preventive measures.
6. Promptly submit the appropriate forms to PDRMA and the Safety Co-Chairs
7. Ensure employees receive adequate, documented training in order to be able to respond efficiently and effectively to all relevant emergency situations.

#### **F. Employee Responsibilities**

Each Wheaton Park District employee shall be fully responsible for implementing the provisions established in this safety manual as they pertain to their operations. The responsibilities listed are a minimum. They do not limit individual initiative to implement more comprehensive procedures to eliminate hazards.

1. Report all accidents and unsafe conditions to your supervisor immediately. Failure to do so may result in disciplinary action.
2. Promptly forward all medical information pertaining to a work-related injury to your immediate supervisor and Human Resources.
3. Cooperate with and assist in the investigation of accidents.
4. Submit suggestions related to safety methods, conditions, or activities.
5. Attend all required departmental and Park District wide safety meetings and actively participate when necessary.
6. Following protocols, respond efficiently and effectively to all relevant emergency situations.

➤ **Note: Each employee performing hazardous jobs shall, in addition:**

1. Obey all safety rules and follow published work instructions. If you have any doubts about the safety of a job, stop and get instructions from the Supervisor before continuing to work.
2. Only operate equipment that you have been trained to use and that the Supervisor has authorized for the job. All equipment shall be used according to the manufacturer's instructions.
3. Wear the required personal protective equipment when working in hazardous operation areas. Dress safely and sensibly.

## **G. Administrative Goals and Objectives**

1. Through PDRMA's Risk Management Review, identify risk management needs and implement appropriate best practices and solutions to minimize the impact of losses to the Wheaton Park District.
2. Comply with the PDRMA recommendations.
3. Strive to reduce claim frequency.

## **EMPLOYEE SAFETY RULES**

### **General Safety Rules**

1. No smoking or vaping is allowed inside of or within 15 ft of any Park District building or in Park District vehicles; and only in approved areas during the employee's regularly scheduled breaks, or as designated in site specific guidelines.
2. Horseplay and fighting will not be tolerated in the workplace.
3. Possession of firearms, alcoholic beverages, illegal drugs or unauthorized medically prescribed drugs will not be tolerated in the workplace.
4. Your immediate supervisor must be informed if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision-making or physical ability may be required.
5. Your supervisor must be notified of any permanent or temporary impairment that may reduce your ability to perform in a safe manner.
6. Personal protection equipment must be used when potential hazards cannot be eliminated.
7. Equipment is to be operated only by trained and authorized personnel.
8. Periodic inspections of workstations will be conducted to identify potential hazards and to ensure that equipment or vehicles are in safe operating condition.
9. Any potentially unsafe conditions or acts are to be reported immediately to your supervisor.
10. If there is any doubt about the safety of a work method, your supervisor should be consulted before beginning work.
11. All incidents, near misses, injuries and property damage must be reported to a supervisor, regardless of the severity of the injury or damage.
12. Failure to report an incident or known hazardous condition may be cause for disciplinary action.
13. Employees are responsible for maintaining an orderly environment. All tools and equipment must be stored in a designated place. Scrap and waste material are to be discarded in a designated refuse container.
14. Any smoke, fire, or unusual odors must be reported to your supervisor immediately.
15. Employees who perform physical labor must lift correctly. For objects heavier than 50 pounds, the immediate supervisor must determine specific methods for safe lifting.
16. All employees must know departmental rules regarding first aid, evacuation routes and fire department notification
17. Employees who perform physical labor must lift correctly. For objects heavier than 50 pounds, the immediate supervisor must determine specific methods for safe lifting.
18. Employees must never attempt to catch a falling object.
19. If your work creates a potential slip or trip hazard, correct the hazard immediately or mark the area clearly before leaving it unattended.
20. Safety and restraint belts must be fastened before operating any motorized vehicle.

21. Employees who operate vehicles must obey all driver safety instructions and comply with the state law including traffic signs, signals, use of electronic devices (cell phone, Ipad, etc.), and markers.
22. Employees who are authorized to drive are responsible for having a valid driver's license for the class of vehicle they operate. Employees must report driving citations and revocation of driver's license to their supervisor within 24 hours.
23. Employees must assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures that are requested.
24. Departmental rules and procedures specific to departmental operations must be followed by each employee in the department.

## **ENFORCEMENT OF STANDARDS**

All safety and health standards adopted by the Wheaton Park District will be adhered to by all volunteers and persons employed by the Wheaton Park District.

Each person who serves the Park District in a supervisory capacity is responsible for the enforcement of and compliance with the adopted safety rules and regulations.

Any employee who fails to comply with and follow this safety manual may be subject to disciplinary action up to and including termination of employment.

## **ACCIDENT REPORTING & INVESTIGATION**

Employees are required to report all injuries or damage to property of patrons/volunteers or property damage to the Park District to their supervisor immediately after its occurrence. Employees who are injured are required to report their injury to their supervisor immediately.

Employees are responsible for completing the appropriate accident report form, emailing it to PDRMA and giving it to the Safety Co Chairs, Department Head, and Human Resources within 24 hours following the incident. Prompt reporting is one key to effective investigation. When accidents are not investigated, nothing can be done to correct their causes and prevent future accidents. All forms must be emailed to [claims@wheatonparks.org](mailto:claims@wheatonparks.org) as well.

Please adhere to the following guidelines when completing an accident report:

### **A. Patron/Volunteer Accident/Incident and Property Damage Reporting**

1. All patron or volunteer injuries that require any first aid treatment must be reported on an "Accident/Incident Report" **Form 01** (See Appendix). Any extremely minor injuries that require an ice pack, i.e. to soothe a child, may be documented on the "**Minor Injury Log.**"
2. Employee injuries should be reported as stated in Section B below.
3. The accident report must be filled out **completely** and signed. It is important that the names of witnesses be listed on the report.
4. Employees are not to admit to guilt or fault on the part of the Park District or themselves at any time. The Park District, PDRMA or the police department shall determine who was at fault following a thorough investigation.
5. The accident report is to be used for participant and volunteer injuries only. Injury Description should be in general terms and not provide any diagnosis.
6. Any head injury, no matter how minor it may seem, must be reported to PDRMA.
7. Photos should be taken where the accident occurred if medical attention was required and submitted with the report. Department Heads or other on-site supervisors should go to the site and take pictures as soon as possible.

8. The accident form should be given to the Safety Co-Chairs and emailed to [claims@wheatonparks.org](mailto:claims@wheatonparks.org), who will then review it with the Safety Committee. The original will be filed in the Human Resource Department.
9. Copies should be sent to PDMRA within 24 hours of the accident/incident.

## **B. Employee Accident/Injury**

1. Accidents involving Park District employees should be reported on PDRMA's online reporting system within 24 hours through the PDRMA website, which is completed by the employee's supervisor.
2. If all the information cannot be obtained immediately, complete as much as possible. The Safety Co-Chairs or Human Resource Manager will follow up with any missing information.
3. PDRMA may request photos of the area where an incident occurred. Generally, where there is a slip or fall, photos of the accident site should be taken and provided to PDRMA.

## **C. Reporting Vehicle Accident Damage**

1. If an employee is involved in an accident causing damage to another vehicle or property while operating a Park District owned vehicle, they should contact the local police and their supervisor immediately.
2. If damage occurs only to a Park District vehicle or property, contact your supervisor immediately.
3. Following any vehicle accident, the driver will complete the "Vehicle Accident Report" **Form 02** (See Appendix) as soon as possible. This form identifies the procedures that should be followed after an accident has occurred.
4. When involved in an accident with another vehicle the employee should never argue about the accident and never admit or deny guilt. If the occupant of the other vehicle admits guilt, write it down.
5. If the accident involves an unattended vehicle or property, the employee is required to leave a note for the owner, listing the Park District's name and telephone number of their direct supervisor. The accident is to be reported to the supervisor immediately.
6. When appropriate, photos should be taken of the damage and the surrounding area that was involved in the accident.

## **D. Reporting Property Damage (Park District Property Only)**

1. If an employee is aware of any property damage to the Park District, they should contact their supervisor immediately.
2. A supervisor should contact their department head and notify the police as soon as possible, if applicable.
3. The supervisor will complete a Property Loss Report, Form 03 (See Appendix) as soon as possible. This form identifies the procedures that should be followed after property damage has occurred.
4. If the property damaged belongs to a patron, please use Form 01.
5. Photos should be taken of the area or item damaged.
6. The claim form should be sent to PDRMA even though you may not have an estimated value of the damage. Make a note on the claim form that you will follow up with an estimate.
7. The form should be given to the Safety Co-Chairs who will then review it with the Safety Committee. The original will be filed in the Human Resource Department.
8. Copies should be sent to PDMRA within 24 hours of the accident/incident.

## **CHILD ABUSE & NEGLECT POLICY- Mandated Reporter**

### **A. Child Abuse and Neglect Policy Statement**

Child physical and sexual abuse, as well as neglect, is, unfortunately, prevalent. Due to the nature of our programs and facilities, Wheaton Park District staff are often the first to discover or suspect child abuse or neglect. Park District programs and facilities provide on-going contact with children and youth, enabling park district employees and volunteers to observe the effects of abuse or, after trust has been established, to be told directly about the abuse by the minor.

The Wheaton Park District is committed to providing a safe environment for all participants and has zero tolerance for any and all sexual or physical child abuse or neglect. The park district takes seriously observed or suspected sexual or physical abuse or neglect of a child and will deal with it in accordance with this policy and applicable federal, state and local laws, including but not limited to those laws on mandated reporting.

### **B. Definition of Abuse and Neglect**

Generally, the term “child abuse” refers to any maltreatment of a minor by certain individuals. Unfortunately, what one person may consider maltreatment, another may consider appropriate discipline.

The Federal Child Abuse Prevention and Treatment Act (CAPTA), 42 U.S.C.A. § 5106g, as amended by the CAPTA Reauthorization Act of 2010, provides this definition: "Any recent act or failure to act on the part of a parent or caretaker, which results in death, serious physical or emotional harm, sexual abuse or exploitation;" or "[a]n act or failure to act which presents an imminent risk of serious harm."

The Illinois Department of Children and Family Services (DCFS) provides relevant definitions pursuant to the Illinois Abused and Neglected Child Reporting Act (ANCRA):

- “Child” means any person under the age of 18 years, unless legally emancipated by reason of marriage or entry into a branch of the United States armed services.
- “Abused child” includes, but is not limited to, a child whose parent or immediate family member, any person responsible for the child's welfare, any individual residing in the same home as the child or a paramour of the child's parent:
  - Inflicts, causes to be inflicted or allows to be inflicted upon such child physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function.
  - Creates a substantial risk of physical injury to such child by other than accidental means, which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function.
  - Commits or allows to be committed any sex offense against such child, as defined in the Illinois Criminal Code and Wrongs to Children Act and extending those definitions of sex offenses to include children under 18 years of age.
  - Commits or allows to be committed an act or acts of torture upon such child.
  - Inflicts excessive corporal punishment, or, in the case of a person working for an agency who is prohibited from using corporal punishment, inflicts corporal punishment upon a child or adult resident with whom the person is working in his or her professional capacity.
  - Commits or allows to be committed the offense of female genital mutilation against the child.

- Causes to be sold, transferred, distributed or given to such child under 18 years of age, a controlled substance as defined in Section 102 of the Illinois Controlled Substances Act in violation of Article IV of the Illinois Controlled Substances Act or in violation of the Methamphetamine Control and Community Protection Act, except for controlled substances prescribed and dispensed to such child in a manner that substantially complies with the prescription.
  - Commits or allows to be committed the offense of involuntary servitude, involuntary sexual servitude of a minor or trafficking in persons against the child.
  - Commits the offense of grooming, as defined in Section 11-25 of the Criminal Code of 2012, against the child.
- “Neglected child” includes, but is not limited to, any child who is not receiving the proper or necessary nourishment or medically indicated treatment including food or care not provided solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise is not receiving the proper or necessary support or medical or other remedial care recognized under state law as necessary for a child's well-being or other care necessary for their well-being, including adequate supervision, food, clothing and shelter; or who is abandoned by their parents or other person responsible for the child's welfare without a proper plan of care.

### **C. Who Is a Mandated Reporter?**

State law mandates that workers in certain professions *must* make reports *within 24 hours*, if they have reasonable cause to believe a child known to them in their professional or official capacities may be an abused child or a neglected child, as defined in ANCRA.

Under the Illinois Abused and Neglected Child Reporting Act (325 ILCS 5/1, *et seq.*), child care personnel (e.g., directors and staff assistants of day care centers and nursery schools, etc.), law enforcement personnel (e.g., police officers, etc.), recreation or athletic program or facility personnel and other similar roles as outlined under ANCRA, Section 4, are mandated reporters and required to report or cause a report to be made timely to the DCFS child abuse hotline number (800.25.ABUSE) whenever they have reasonable cause to believe a child may be abused or neglected.

All childcare personnel, recreation or athletic program or facility personnel, law enforcement personnel and other mandated reporter staff of the Wheaton Park District shall be required to sign an Acknowledgement of Mandated Reporter Status (which the park district will maintain in the employee's personnel file) and comply with all applicable laws and policies regarding mandated reporting and trainings.

### **D. What to do When an Employee or Volunteer Suspects or Discover Child Abuse or Neglect**

Understandably, not all abuse or neglect is observable or identifiable. At times, significant judgment and discretion is necessary in identifying actual, potential or suspected abuse or neglect.

Mandated reporter staff should *not* substitute their judgment for that of DCFS. DCFS takes care when speaking with a potential or actual victim to gain the most accurate picture of any alleged incident of abuse. These trained professionals are familiar with appropriate techniques and seek to minimize the negative impact of questioning a child. Remember, staff need only “suspect” abuse to trigger the reporting requirement under the law. Staff is not intended to be the judge or jury, the investigator or to substitute staff judgment for that of DCFS (and/or other outside investigators such as the police).



Park District staff should take the following action when suspecting, observing or discovering child abuse or neglect.

- Report to Management *and* DCFS. Promptly report their observations or suspicions to their immediate supervisor and/or the program director. Park District management will report (with the employee who raised the concern) or cause a report to be made to the DCFS child abuse hotline number (800.25.ABUSE) *within 24 hours* of learning of the suspected abuse or neglect.
  - If an employee's immediate supervisor or program director is unavailable and/or they have concerns the matter will otherwise not be timely reported for any reason, they should timely contact the DCFS hotline directly, but still let their immediate supervisor/program director know of the report as soon as possible.
  - Failure by a mandated reporter to report suspected instances of child abuse or neglect timely to DCFS constitutes a class A misdemeanor. Reporting suspicions to any other person (including the police) but not DCFS – does *not* satisfy the legal duty to report under ANCRA. The only means of fulfilling one's legal obligation is to report the suspected child abuse or neglect timely to DCFS.
- Report Additional Issues. If, after a report has already been made to the hotline, an employee learns of continued or further abuse or neglect, they should make another report or cause one to be made. Often, these additional reports enable DCFS and/or the police to act if initial reports proved inconclusive. Therefore, employees should not hesitate to report to DCFS each new incident of suspected abuse or neglect, even if they have already filed a previous report.
- Be Accurate and Take Notes. When giving reports to either DCFS or the police, employees should take notes on when they reported the event, the name and title of with whom they spoke and what they reported. Employees/volunteers should stick to facts you know versus speculation.
- Contact 911 if Immediate Danger Exists. If an employee believes or suspects the child is in *immediate* danger, they must contact *both* the police and the DCFS hotline, and should not release the child into the care, custody or control of any parent or guardian, pending police/DCFS authorization.
- Determine Whether to Notify Parents. If the parent(s) or guardian(s) are not the suspected abuser(s) or individuals neglecting the child, employees should discuss with their immediate supervisor or the director of the program whether and how to contact the parent/guardian(s) to report the observations or suspicions.
- Complete a Privileged PDRMA Accident/Incident Report. Complete and submit a Form 01 to PDRMA.

In rare instances, park district employees may be the ones accused of causing or contributing to the alleged abuse or neglect. If a park district employee learns of an allegation of abuse or neglect against themselves or another park district employee, the employee must report it to their immediate supervisor and program director. The park district then should immediately report any such assertions or allegations (no matter how informally reported) to PDRMA Legal Services Division.

#### **E. Staff Precautions**

Any staff working with or interacting with children (or vulnerable adults) is potentially vulnerable to charges of sexual or physical abuse or neglect, even when acting with the best of intentions. The following precautions will minimize misperceptions and help deter false accusations:

- Always be in view of other employees and volunteers.
- Do not allow program participants into private staff areas.
- Use established procedures for handling discipline.
- Be aware of what one shares with participants – i.e., refrain from discussions of personal relationships, dating, sexual activity, sexual discussions or jokes, etc.
- Comply with the park district’s Boundary Violations Policy and other policies aimed at preventing sexual abuse and situations that could lead to allegations even when no such abuse actually occurred.
- Supervise private activities in pairs when possible (i.e., participant use of bathrooms or locker rooms, etc.).
- Recognize acceptable and unacceptable physical interaction between staff and young participants or vulnerable adults – i.e., patting a child/vulnerable adult on the head, back or shoulder vs. a full-frontal hug; sitting close vs. holding a child/vulnerable adult on your lap; light hand slapping or “high fives” vs. touching a child/vulnerable adult on their buttocks or thigh area, etc. Refrain from tickling, kissing, wrestling and games involving inappropriate touching.

## **F. Training**

Pursuant to Illinois law, park district personnel who are mandated reporters must complete mandated reporter training (including a section on implicit bias) within three months of hire and at least every three years thereafter. The training must be in-person or web-based and must include, at least, information on the following topics:

- (1) indicators for recognizing child abuse and child neglect, as defined under ANCRA;
- (2) the process for reporting suspected child abuse and child neglect under ANCRA and the required documentation;
- (3) responding to a child in a trauma-informed manner; and
- (4) understanding the response of child protective services and the role of the reporter after making a call.

Park District programs serving minors may adopt additional training requirements based on the nature of the program, risk management considerations, legal requirements, contractual obligations and other relevant factors, as long as those rules at least comport with this Policy.

## **G. Immunity**

Illinois law protects the identity of all mandated reporters and gives them immunity from liability as a result of good faith reports.

## **H. Retaliation Is Prohibited**

The park district prohibits retaliation against anyone who reports abuse/neglect, participates in an investigation of such reports or otherwise complies with the Policy or cooperates with the park district and/or outside investigators. Retaliation against any individual who reports or cooperates with the reporting of abuse/neglect is a serious violation of this policy and will be subject to disciplinary action, up to and including termination of employment or rescission of volunteering opportunity.

## **MODIFIED DUTY POLICY**

The Wheaton Park District is committed to providing employees with every reasonable opportunity to maintain career and employment status and benefits. To that end, we have developed a Modified Duty Program for employees who have sustained work-related injuries or illness. We feel that a Modified Duty Program is mutually beneficial and may aid in the employee's recovery.

The purpose of the Modified Duty Program is to provide a temporary modified work assignment, when feasible and applicable.

The feasibility of Modified Duty shall be determined on a case-by-case basis, taking several factors into consideration, including but not limited to: the employee, the specific physical or mental impairment, the essential functions of the job, the work environment and the ability of the Wheaton Park District to provide accommodation.

## **REPORTING HAZARDOUS CONDITIONS**

Any existing safety hazards and conditions or potential safety problems which are observed, must be reported immediately to either your Supervisor or Safety Committee member through verbal or written form. The supervisor or Safety Committee member will then complete a work order which will be forwarded to the responsible department for remediation. The Safety Committee will retain a copy of these safety related work requests for follow-up purposes to ensure that proper action has been taken by the responsible party. Serious problems must be resolved as quickly as time permits; non-emergency items must be corrected within a reasonable period of time.

## **HAZARD IDENTIFICATION PROGRAM**

The Wheaton Park District recognizes the need to maintain an on-going safety inspection program to uncover any unsafe human acts or conditions, document the identified hazards and correct these hazards to prevent injury or property damage losses.

As Park District employees, we ask that you assist in this effort by reporting any unsafe condition found in the daily course of your work duties. While our scheduled self-inspection program will be effective in identifying many hazards, you are still the most effective tool available in detecting hazardous conditions before someone gets hurt.

### **A. Building Inspections**

#### **1. FREQUENCY OF INSPECTIONS**

Each Wheaton Park District building will be inspected on a monthly basis. Particular attention will be placed on the general condition of the building, fire protection, housekeeping, and maintenance of tools and equipment.

#### **2. INSPECTION PROCESS**

Each building will be divided into inspection zones based on structural make-up, activity areas and the potential for fire or other catastrophic emergencies.

#### **3. DOCUMENTATION**

The inspector will complete an inspection report form for each inspection. The federal OSHA CFR 1910 General Industry Standards will be used to establish any violations.

#### **4. RE-INSPECTION**

- a. Any items needing repair will require corrective action within 30 days. The 30 day time period will begin when the inspection report has been received by the Superintendent of Facilities or Building Engineer. It is then signed off by him/her

and sent to the Department Head. Once it is completed, it will be sent to the Safety Co-Chairs.

- b. The inspector who performed the initial inspection shall conduct the re-inspection following expiration of the 30 day abatement period.
- c. Any remaining incomplete or uncorrected items on the safety inspection following the 30 day period will be referred to the Department Head.
- d. Certain hazardous conditions may require immediate action to prevent injury. Discretion will be given to the inspector to make this recommendation, but approval from the Department Head and Executive Director should also be sought when necessary.

## **B. Parks and Playground Equipment Inspection**

### **1. FREQUENCY OF INSPECTIONS**

A parks department employee trained and certified to identify any wear, damage, vandalism, or related hazards will perform an in-depth, systematic, preventive playground maintenance inspection each month. Additionally, a high frequency inspection is done weekly by the trim crew leaders at each playground, who is also trained in safety inspection. During this inspection routine maintenance is performed, ie. Clean safety surface of debris etc...

### **2. INSPECTION PROCESS**

The monthly inspections will be conducted on foot and will require the inspector to look for wear, structural integrity, and preventive parts replacement. Attention will also be given to playground surfaces, equipment footings, and landing areas.

### **3. DOCUMENTATION**

We will use a checklist inspection form to identify any needed repairs, vandalism, or equipment replacement for each park. The Superintendent of Parks Superintendent of Facilities will keep these records.

- a. Programs utilizing playground equipment prior to use will return inspection forms to their supervisor for retention.

## **C. Fleet Inspections**

### **1. FREQUENCY OF INSPECTIONS**

- a. All vehicles must be inspected at least one time per month, although many of the items in the inspection should be checked on a daily basis when the vehicle is in operation.
- b. All on road Wheaton Park District vehicles will be thoroughly inspected every three months or 3,000 miles by a mechanic or designated maintenance employee.
- c. All trucks and buses requiring state inspection and certification will be taken to a local state inspection station as required prior to the sticker expiration date.

### **2. INSPECTION PROCESS**

- a. Each employee is required to perform a safety and maintenance inspection on any vehicle prior to use.
- b. The Park District mechanic or designated maintenance employee will perform a thorough inspection of each on-road vehicle as required above. Contracted maintenance such as dealerships or local repair shops may also be used.
- c. All vehicles that require state certification will be inspected at a designated state vehicle safety inspection site.

### **3. DOCUMENTATION**

- a. Employees performing the daily safety/maintenance inspection will do a vehicle inspection documented on the park district form and return to their direct supervisor.

For monthly inspections, the Monthly Vehicle Inspection Form should be filled out and placed on file with the Superintendent of Parks or facility mechanic.

- b. The thorough three month or 3,000 mile vehicle inspection will be documented on the vehicle inspection checklist. This checklist should be returned to the maintenance office for filing.
- c. All vehicles that successfully pass the state inspection will display the new sticker on the front windshield as required. All expired stickers should be removed promptly. Return all documentation relating to the vehicle inspection to the maintenance office for filing.
- d. Any vehicles that do not successfully pass the state inspection should be taken directly to the Wheaton Park District maintenance or facility mechanic so that the appropriate repairs can be made. A listing of the needed repairs must be given to the Maintenance Supervisor.
- e. The vehicle should be taken for state re-inspection when the needed repairs are completed.

#### **D. Pool Inspections**

##### **4. FREQUENCY OF INSPECTIONS**

- a. Pools will be formally inspected on a daily basis to identify any hazardous conditions that could cause injury during seasons of operation by the Pool Maintenance Manager.
- b. An in-depth safety inspection will be conducted prior to the opening of the pool each spring.

##### **5. INSPECTION PROCESS**

- a. A daily walk through inspection will be performed by the pool manager or trained employee.
- b. The annual pool inspection team will normally consist of the Superintendent of Athletics and Facilities, Project Manager, Aquatics Supervisor, and Safety Co-Chairs.

##### **6. DOCUMENTATION**

- a. If any repairs are needed or safety hazards are noted during the daily walk through inspection, a safety related work request should be completed and forwarded to the Aquatics Supervisor.
- b. The annual in-depth safety inspection will consist of a listing of safety concerns or repairs that the Safety Co-Chairs prepares.

#### **E. Sled Hill Inspections**

##### **1. DESIGN**

Sled hills should be designed so that a minimum of hazards such as trees, light poles, etc. is in the immediate sledding area. If any of the above hazards exist, attempts should be made to guard them with rubber tires or similar cushioning devices.

##### **2. INSPECTIONS**

During seasonal high use periods, sled hill inspections and maintenance is performed daily. Records should be kept reflecting the inspection results and any completed maintenance. A trained employee should perform these sled hill inspections.

##### **3. DOCUMENTATION**

Inspection results and maintenance records should be sent to the Director of Parks & Planning or the Superintendent of Parks to file.

##### **4. SIGNAGE**

Sled hill warning signs should be designed to reflect any known hazards and user safety

regulations. These can include:

- Posted use hours
- Direction of sled traffic
- Sledding devices allowed
- Sled hill hazards

## **F. Ice Skating Inspections**

### **1. INSPECTIONS**

Ice rinks, whether natural ponds or man-made, are inspected daily during the winter season of skating. On natural ponds the snow is removed once the ice depth is 6-8" so proper grooming and surfacing can occur. Once these ponds reach a minimum of 8" ice depth with a solid consistent hard ice they are opened to the public.

### **2. DOCUMENTATION**

All ice skating facilities have detailed inspection results and maintenance records are signed off by the Director of Parks and Planning and in his absence the Superintendent of Buildings and Grounds.

### **3. SIGNAGE**

Ice skating warning signs and flags are posted at the beginning of each winter season. Once the ice is established and skate-able, the skating signs are changed to reflect that they are open and the flags are changed to green. GREEN MEANS GO / RED MEANS STOP.

## **G. Sports Field Inspections**

Sports field inspection will take place at a minimum of three times annually, before the start of each season, mid-season, and at the end of each season. Documentation will be kept by the parks department. All goals are staked down and stickers stating the following are on each goal: **Warning – Only authorized personnel may move and anchor this goal. If this goal is not anchored down, do not use it and contact 630-690-4880. Serious injury including death can occur if it tips over.**

## **MAINTENANCE OF SAFE WORKING CONDITIONS**

### **A. Buildings- Safety Procedures**

#### **1. Egress**

- a. Do not obstruct any aisles, exits, or stairways.
- b. Emergency exit doors shall never be blocked, chained or locked in a manner that would restrict persons from exiting a building in the event of a fire or related emergency.
- c. Each building will have an emergency exit plan clearly posted in each major public or employee work area to assist occupants if immediate evacuation is necessary.
- d. Emergency lighting fixtures should be installed in all Park District buildings and checked periodically to ensure proper operation. Exit signs should be properly.
- e. Building occupancy should never exceed posted limits.
- f. All stairways should be equipped with secure railings and adequate illumination. Loose stair treads must be replaced or repaired immediately. Items should never be stored in stairways.
- g. All floors should be periodically inspected and maintained to avoid dangerous conditions. All substances spilled on floors should be immediately removed. Proper signage should be placed where any slip hazards exist.

- h. Sidewalks, steps, parking lots, tennis/pickleball courts, and related outside areas should be maintained in safe condition.

## **2. Fire Protection**

- a. Properly marked fire extinguishers should be provided in locations required by the local fire codes and should display OSHA color coding describing their type. Each employee should be instructed on the proper use of each type. Signs identifying extinguisher locations must be properly displayed.
- b. Fire extinguishers should not be blocked or obstructed from access.
- c. Fire extinguishers must be checked and serviced annually and must display inspection tags. *Notify the Maintenance Department if a fire extinguisher is empty or the needle gauge registers "recharge."*
- d. An inventory record should be kept by the Maintenance Department listing the location of every fire extinguisher in the Park District.
- e. All combustible supplies and materials must be stored in approved fire containers.
- f. Oily rags must be stored in self-closing fire resistant containers.
- f. Curtains or drapes should be fire retardant.
- g. If you discover a fire, you must make quick decisions. If it is small and the proper fire extinguishers are nearby, put it out. If the fire is too much to handle, evacuate the building and dial "911" from a cell phone or if dialing from inside a Park District building call "911." Pull the nearest alarm box to automatically notify the fire department and the building's occupants.

## **3. Electrical**

- a. Electrical circuits should not be overloaded.
- b. Electrical wiring should be properly encased and replaced when defective.
- c. Replace broken light bulbs and fixtures immediately.
- d. All electrical cords should be 3-pronged, double insulated, and proper wire sized. Extension cords should only be used on a short term, temporary basis.
- e. Do not run electrical extension cords under carpeting. Secure cords properly to avoid tripping.
- f. Electrical cords are for temporary use and are not allowed to be used in lieu of permanent wiring.
- g. GFI outlets must be utilized in any area that is within 6 feet of water.

## **4. Housekeeping**

- a. Place all refuse in the proper containers; each building should maintain a sufficient amount of receptacles. Waste receptacles should not be allowed to overflow.
- b. All materials and equipment should be stored properly and secured in designated areas to avoid possible injury or damage to individuals or property.
- c. All floors should be periodically inspected and maintained to avoid dangerous conditions. Remove all substances spilled on floors immediately.
- d. Broken glass in windows and doors should be replaced by Plexiglas or safety glass whenever practical.

## **5. Tools and Equipment**

- a. Never use a defective ladder. Ladders must always be of sufficient length to reach the work being performed. It must be placed firmly on the ground, be equipped with non-slip safety feet, and be kept free of grease and oil. Whenever possible, use a wood or fiberglass ladder to perform electrical repairs.
- b. Proper safety training and instruction should be provided and documented to any employee that uses power tools or equipment.

- c. Employees using hand tools must wear personal protective equipment appropriate for the task being performed.
  - d. Examine all hand tools for cracks, splits, or defects before using them. Report any damage to your Supervisor immediately.
  - e. Always select the proper tool to perform a task.
  - f. Electrical tools should always be grounded and the cords inspected for damage such as cuts, splices, or broken prongs. Use ground fault circuit interrupter protection when around water.
  - g. Protect all exposed saw blades or similar sharp tools with scabbards when not in use.
  - h. Any ax, sledgehammer, pick, or related hand tool that is cracked, has a splintered handle, or loose metal head must be removed from service and repaired.
  - i. Make all connections to air tools secure before turning on the air pressure.
  - j. Release pressure of air tools before leaving equipment unattended.
6. **Maintenance of Equipment**
- a. Servicing or repairing of any machinery will be approved by the Maintenance Supervisor or repaired by authorized maintenance personnel only.
  - b. Certain machinery may be repaired by outside contractors per the Parks Superintendent approval.
  - c. Before repairing any equipment, always “lock-out” the machinery electronically or mechanically first. You can do this by physically locking electrical switches, removing spark plug wires, etc. Lockout tags or signs will be used if the power source is remotely located away from the repair site.

## **PARKS**

### **A. Park Safety Regulations**

The Wheaton Park District commits to providing quality parks for use by the general public. As part of this commitment, all Park District team members must work together to maintain a high degree of safety in its parks, facilities, and the equipment contained within them.

- 1. Park District employees must exercise extreme caution while performing various work tasks in the parks and recreational facilities to avoid injury to participants when present.
- 2. Any unfinished projects that present a potential safety concern should be properly protected if left unattended and barricaded if the condition will exist overnight. Suitable barricades or covers shall protect any ground openings such as trenches, holes, or shafts.
- 3. All playground equipment and playground sites will be systematically inspected each month for hazards. Records of all inspections and repairs must be maintained in the Parks maintenance office.
- 4. Playground surfaces and athletic fields should be inspected regularly for the presence of and removal of any foreign objects that could cause injury.
- 5. Bleachers, backstops, dugouts, and players’ benches should be inspected regularly during high use periods and repaired when necessary.
- 6. All newly installed or replacement playground equipment should comply with standards as proposed by the US Consumer Product Safety Commission (USCPSC) guidelines.
- 7. All necessary regulatory signs must be posted and positioned in easily viewable, conspicuous locations. Absolutely no swimming will be permitted in any park pond, lagoon, waterway, or retention and detention ponds.
- 8. Trash and refuse should not be permitted to litter or accumulate in any park building or facility and must be properly hauled to a designated dumping area.



9. Pesticide, herbicides, and fertilizers must be applied in an appropriate manner. Only licensed pesticide applicators are permitted to spray chemicals. Personal protective equipment must be worn in accordance with the Safety Data Sheets (SDS) and manufacturer's recommendations. Signs must be posted in the park, listing the chemicals applied, 24 hours before and the day of the application.

## **B. Employee Safety**

Full-time and part-time maintenance employees shall abide by the work guidelines of the Maintenance Safety Manual. Each employee is responsible for implementing the provisions established in the maintenance safety manual as they pertain to their operations. The responsibilities listed are MINIMUM. They do not limit individual initiative to implement more comprehensive procedures to eliminate hazards.

## **RECREATION SAFETY**

### **A. Playground Safety Rules**

1. A Playground Instructor may be considered a day camp director, assistant director, counselor, pre-school teacher, childcare attendant, or any individual that acts as an overseer of children participating in or using Park District playground equipment.
  - a. All playground supervisors should be trained in basic first aid. At least one individual at each Park District facility should have CPR and first aid training and carry a fully stocked first aid kit, which includes incident/accident forms, out onto the playground.
  - b. A playground supervisor must be located in close proximity to any play area used by young children participating in Wheaton Park District programs.
  - c. Conduct a daily inspection of the playground area to identify any damaged equipment, glass, foreign objects, etc. Never allow children to play on damaged playground equipment and contact the Parks Department immediately to repair equipment
  - d. Do not permit too many children to play on a single piece of equipment. Observe play patterns to identify any unsafe behaviors.
  - e. Do not allow children to roughhouse or play tag on or near any playground equipment. Never allow children to carry objects when on any apparatus.
  - f. Do not allow children to eat, chew gum or candy while playing on or around the playground.
  - g. Never allow vehicles or ground maintenance to be performed in a close proximity to playing children.
2. Safety Guidelines for Playground Equipment
  - a. Rings
    - i. Rings are to be used for hanging or "traveling," not gymnastic stunts.
    - ii. One child should travel at least halfway before the second child begins. Only one child should stand on any approach landing.
    - iii. Children should drop from the rings onto an approved surface. Do not allow children to swing out over a hard surface and release their grip.
  - b. Climbing Apparatus
    - i. Never allow children to hang by the knees, stand on top, or jump from the apparatus.
    - ii. Children should keep both hands in contact with the apparatus when climbing or descending.
    - iii. Do not allow children to play below any climbing apparatus.

- c. Slides
  - i. Children should climb one step at a time, one child at a time.
  - ii. Do not allow children to climb up the slide chute.
  - iii. Children should slide down in a sitting position, feet forward.
- d. Swings
  - i. Only allow one child per swing in a seated position.
  - ii. Try to limit the activities in the immediate area surrounding the swing seats.
  - iii. Do not allow children to engage in “jumping contests” from the swings.
- e. Bats and Balls
- f. Only allow bats to be swung in approved areas. Bats are not to be thrown.
- g. Do not allow children to climb the baseball backstops.
- h. Basketballs and volleyballs are not to be kicked.

## **B. Child Care Safety Rules**

1. Counselors/Teachers/Childcare Attendants are not allowed to administer medication to any children unless the parents have notified the Park District Office that their child needs medication and have signed a Medication Dispensing Information form.
2. All medication should be kept in a locked box out of reach and will be dispensed by only one teacher, camp director/assistant director and/or childcare attendant.
3. Do not allow any children to leave the boundaries of the camp/program. Be aware of any strangers in the parks.
4. Do not allow children to leave with anyone but a parent/guardian or adult who has been placed on that child’s pick-up list by the parent who has shown a valid picture ID.
5. Counselors/teachers should not assist any child in the bathroom, port-o-potty or applying sunscreen.
6. On hot summer days periodic breaks (every 30 min. to 1 hr.) should be taken so that the children and counselors can drink plenty of water.
7. Do not keep any hazardous chemicals or dangerous objects in low cabinets or on low shelves within reach of the children.
8. Keep all sharp objects out of reach of children. (Scissors, letter openers, etc.)
9. When leaving the Park District building for outside activities, a first aid kit must be brought with. A first aid kit must be readily accessible at all times and must include accident incident reports. Counselors/teachers are responsible for refilling the kit when needed through their supervisor.
10. When either a counselor/teacher/childcare attendant or a participant is injured, an accident report must be filled out and put on their supervisor’s desk as soon as possible.
11. Counselors/teachers/childcare attendant must have a copy of the health history and emergency form on each participant when they leave the Park District building or camp area with the original to be kept on site. They must also carry an updated roster list and headcount sheets, with headcounts being done at specified intervals throughout the duration of the trip.

## **C. Pools**

The Park District is committed to providing an aquatic recreation facility that will conform to all necessary safety standards. All pool employees shall be provided with specific instructions contained within a separate aquatic manual. It will include information on emergency response, safe handling of chemicals, policies and procedures, and general pool safety. The following is a partial listing of the Park District pool safety rules.

1. Chemical Handling

- a. All pool chemical handlers must be trained in the safe use of these chemicals according to the guidelines established on appropriate Safety Data Sheets (SDS). SDS must be kept on file at each pool for each toxic substance used.
- b. All soft drink CO2 cylinders must be kept chained in the concession area at all times.
- 2. Pool Maintenance
  - a. The chlorinating system must be maintained in good repair to ensure effective operation.
  - b. The water quality within each pool as it relates to chlorine levels, pH levels and clarity will be maintained according to state and county health department requirements. (Refer to the Pool Manual for sampling methods and levels).
  - c. All identified hazardous conditions found in the pool or surrounding deck, such as cracks, chips, broken hand rails, etc., should be repaired as quickly as possible.
  - d. Food, drinks, and gum are allowed only in the designated areas.
  - e. Two employees must be present whenever any in-water or confined space maintenance is being conducted.
- 3. Liability Control
  - a. Post all pool regulations in high visibility areas. Specific safety regulations or requirements for pool apparatus such as diving pools and water slides should also be posted in a conspicuous area near the equipment.
  - b. Horseplay of any kind that could be considered potentially dangerous must not be permitted.
  - c. Incident report forms must be filled out for any injury occurring in the pool area that required medical treatment beyond basic first aid.
  - d. All Park District staff must be responsible for ensuring that all pool users adhere to the established safety rules and regulations. Notify your supervisor if any person refuses to obey any posted pool regulations.
- 4. Basic Emergency Response
 

Refer to the Pool Emergency Procedures in the Aquatic Manual for a detailed response procedure.

  - a. Only lifeguards currently trained in CPR/First Aid and life saving techniques will be on duty when the pool is open to bathers.
  - b. Immediately administer any necessary first aid treatment and notify EMS (Emergency Medical System - fire department) if the injury appears to be serious.
  - c. Have a staff member remain with the victim until additional medical assistance arrives.
  - d. Ensure that a roving guard moves into a position to cover the area left unattended by the treating guard.
  - e. Send a staff member to meet the ambulance or rescue squad and maintain a clear path to and from the accident scene.
  - f. Notify the parents, registered legal guardian, or immediate family to meet the ambulance at the treating hospital. Do not diagnose or estimate the extent of injury.
  - g. Notify your immediate supervisor.
  - h. Complete an accident report immediately. All witnesses and persons who administered first aid should write their recollection of the incident before speaking with others.
  - i. Accident/Incident reports are to be emailed to PDRMA and given to the Aquatics Supervisor, Safety Co-Chairs, and Human Resources.

## **ADMINISTRATION SAFETY**

Persons working in office environments are exposed to many different hazards throughout the workday that can cause serious injury. The following is a listing of basic Wheaton Park District Office Safety rules and regulations.

#### **A. General Fire Safety**

1. All aisles, stairways, doorways, and emergency exits must be kept unobstructed at all times. All office areas must have at least two means of egress.
2. Never store any objects within 36 inches of furnaces or electrical boxes.
3. Learn all available routes to exit the building in the event of emergency. (Refer to the Emergency Operations Manual for fire procedures.) Also note the location of available fire extinguishers.
4. Never use rubber-based glues, markers, or any type of cleaning fluids near heat or flames. Also, use these materials in well-ventilated areas to avoid inhalation of fumes that can cause dizziness and headaches.

#### **B. Safety Maintenance**

1. Every employee shall be responsible for keeping their immediate work area clean and orderly. Good housekeeping practices are very important in maintaining a safe office environment.
2. Furniture such as tables, desks, cabinets, and chairs should be maintained in good condition and be free of sharp corners, projecting edges, wobbly legs, etc.
3. Report any loose or rough floor coverings that could cause tripping injuries. All employees are responsible for cleaning up any liquid spills immediately. This condition can cause extremely serious falling injuries.
4. Office employees should never attempt to make electrical or mechanical repairs.

#### **C. Sharp or Pointed Objects**

1. Never keep scissors or sharp pointed objects in shirt pockets or stored upright in drawers. Always carry these objects with the pointed portions away from your body.
2. Use a wetting device to moisten envelopes. Use finger guards when working with stacks of paper.
3. Always operate paper cutters and shredders with extreme caution, keeping hands and fingers away from the cutting area. Keep cutters closed and locked when not in use.

#### **D. Desks and Chairs**

1. All file and desk drawers shall be kept closed when not in use. Avoid overloading all cabinets, especially upper storage drawers that could cause the entire unit to fall on the user.
2. Never use a chair, desk, or any other office furniture as a make-shift ladder. If reaching raised materials is necessary, borrow a step ladder or have one located in your department.
3. Never tilt your chair back on two legs. Only tilt back in chairs that are designed for that purpose. Always be sure that your chair is behind you before sitting down.
4. Remove all insecure or broken chairs from use. Immediately tag all broken chairs to alert potential users.

#### **E. Electrical Hazards**

1. Avoid using electrical extension cords unless it is absolutely necessary. Permanent wiring will need to be installed to accommodate any permanent machinery that needs electrical power.

2. Electrical cords or phone lines that extend across a walkway can only be protected by an approved covering device. Never place electrical cords beneath floor carpeting. This can easily cause a fire.
3. Always remove the plug from a wall outlet. Never pull on the cord. All electrical cords should be regularly inspected for frayed cords or exposed wiring.
4. Furniture, shelving, cabinets, etc. should be kept a minimum of three feet from electrical panels to provide access in case of an emergency.

#### **F. Proper Lifting and Stacking**

1. Always obtain assistance when lifting heavy or awkward objects. Use material handling devices whenever possible.
2. Lift with your legs, not with your back. Bend your knees, get a firm grip and always set the object down in the same manner.
3. All boxes and packages should be carefully stacked in a manner that will reduce their possibility of falling.

#### **COSLEY ZOO SAFETY**

Cosley Zoo is one of the most unique facilities owned by the Wheaton Park District. Because of its nature, the zoo has many different safety considerations that vary from the Park District's standard procedures. Zoo staff is provided with access to both "Crisis Management" and "Risk Management" manuals as well as annual training on all topics. Many of the policies and protocols in these documents are the same as or similar to the policies and protocols in place for the Wheaton Park District. The unique protocols in place at the zoo include the following:

Animal Attack	Animal Escape	Alternative Animal Housing Plan	Animal Handling
Anthrax	Avian Influenza	Capture & Restraint Protocol	Emergency Contact List
Ice Breaking	Isolation Procedure	Multiple Institutional Emergency Response Plan	Non-Collection Animal on Zoo Grounds
Quarantine Procedure	Pest Control	Structural Failure	Dangerous Person
Emergency Transport and Housing Containers	After Hours/Overnight Emergencies	Utilities Failure (Power, Gas, Water, Phone & Computer)	

## **DUPAGE COUNTY HISTORICAL MUSEUM SAFETY**

DuPage County Historical Museum is just one of the many facilities operated by Wheaton Park District. Due to the Museum's unique collection and facility, in addition to the safety training contained in this policy, staff is trained and prepared for the following concerns:

Artifact Handling Policy	Collection Salvage Priorities List
Disaster Plan for Collection	Emergency Contact List
Emergency Preparedness Supplies, Services and Equipment	Integrated Pest Management Policy

## **FLEET SAFETY PROGRAM**

The operation of vehicles is a necessary function in conducting business at the Wheaton Park District. If not properly controlled, this driving exposure can result in costly losses such as fatalities, bodily injury, liability suits, workers compensation cases, and property damage.

To help prevent vehicle accidents and the high costs associated with them, the Wheaton Park District has developed this fleet safety program. It is the responsibility of each supervisor to understand and implement any and all phases of the fleet safety program that pertain to your department and your employees who use Park District vehicles.

Guidelines presented within the fleet safety program to Park District employees who utilize Park District vehicles and implements.

### **A. Drivers Qualification and License Verification**

All new employees hired for any position in which the operation of a motorized vehicle or equipment is required, or who drives their own vehicle on agency business, shall present a copy of their driver's license and sign a waiver to procure a driver's abstract from the Secretary of State as part of the hiring process.

The Human Resources Department is responsible for verifying that each new employee possesses a driver's license that is of proper classification for the vehicles to be driven.

1. A prospective employee applying for a position in which he/she may drive on Park District business as an essential function of their job (either a Park District vehicle or their own vehicle) should not be considered for employment if they have had any one of the following:
  - A revoked or suspended license within the last two years from the date of application.
  - Excessive violations which will be determined on a case-by-case basis.
2. The Park District will conduct driver's license abstract checks annually. Additional checks may be conducted as large influxes of seasonal employees enter active employment.
3. Supervisors must obtain the driver's license number, expiration date, and classification for all new employees that will drive Park District vehicles or their own vehicle for Park District purposes. Direct this information to the Human Resource Department.

4. Only licensed and qualified Park District operators that are of at least 18 years of age are permitted to drive or operate Park District vehicles, tractors, or motorized vehicles and equipment on public roadways.
5. Any driver of a Wheaton Park District vehicle must carry their driver's license at all times while conducting Park District business. If a Park District employee is found to be operating a Park District vehicle or motorized equipment without a valid driver's license on their person, that employee may be subject to disciplinary action.
6. Operators must possess the appropriate license classification for the vehicle for which they will be expected to operate for their job position. No employee shall at any time, operate any motorized vehicle or equipment that they are not specifically qualified by license to operate.

## **B. Restrictions**

1. If any employee has their driver's license revoked or suspended, they will not be allowed to drive a Park District vehicle and must notify their supervisor within 24 hours. Failure to notify may result in disciplinary action.
2. Any restrictions imposed on an employee's driver's license by the state, including but not limited to corrective eyewear, night vision, color blindness, hearing impairment, etc., shall be required to abide by any state mandated driving restrictions when operating vehicles or motorized equipment for Park District business.
3. No person may operate a vehicle or motorized equipment for Park District business while under State or Park District driving suspension. An employee who drives on Park District business in violation of a State or Park District driving suspension may be subject to disciplinary action.
4. No person may operate motorized rental equipment or vehicles for Park District business while under State or Park District driving suspension. An employee who operates motorized rental equipment for Park District business while under suspension may be subject to disciplinary action.
5. Any employee who sustains a conviction for a misdemeanor/felony driving offense, such as Driving under the Influence (DUI), is not eligible to drive or use motorized rental equipment for Park District business for a minimum of one year from the date of conviction or during State suspension, whichever is greater.
6. Any employee who drives or operates motorized equipment for Park District business and is in violation of a State or Park District driving suspension, or who fails to notify management or the Safety Co-Chairs in writing of a driving accident while on Park District business, within 24 hours of said accident, may be subject to disciplinary action.

## **C. Vehicle Training and Orientation**

1. The Department Head or designated supervisor will be responsible for the orientation and safety training of operators who use Park District vehicles and equipment. This training shall include:
  - a. A general orientation to the vehicle's controls and operation.
  - b. Location of manufacturer's user manual.
  - c. Location of emergency equipment such as fire extinguisher, first aid kit, flares, accident reporting information, PDRMA Insurance Card, etc.
  - d. Any special safety precautions or devices.
2. A checklist system will be maintained for all vehicles. Supervisors should maintain a checklist for each operator to document the specific vehicles that each employee is permitted to operate.

3. A defensive driving course may be presented to all operators who operate vehicles owned or leased by the Park District. The Safety Co-Chairs will coordinate class schedules with Department Heads and supervisors.
4. The Department Head or designated supervisor is responsible for identifying all operators of Park District vehicles so that they can be scheduled for instruction. New operators will be required to attend a defensive driving course within a reasonable period after employment, normally the next scheduled class.
5. The frequency of operator attendance in defensive driving courses shall be determined by the Park District Safety Co-Chairs. Seasonal employees with driving as an essential function of their job will receive annual training.
6. Any driver that is involved in a preventable collision while operating a vehicle or implement of the Park District or that demonstrates questionable driving ability may be required to attend the defensive driving course once again. If no improvement is noted, that employee may be reassigned, dismissed, or restricted from all vehicle use.
7. Supervisors should only allow those operators who have completed a vehicle orientation program to drive a vehicle that requires orientation. Vehicles that require orientation include, but are not limited to, the following:
  - a. Tractors
  - b. Dump Trucks
  - c. Vans
  - d. Manual shift vehicles
  - e. Riding mowers
  - f. Golf carts
  - g. Utility vehicles (like golf carts but heavier)

#### **D. Ride Checks**

1. To help ensure that operators are following safe driving practices while operating Park District vehicles, ride checks will be performed on a periodic basis. Discretion will be given to individual supervisors in regard to how they will accomplish the ride checks. Methods may include:
  - A formalized ride check during vehicle orientation.
  - Informally riding with an operator.
  - By following an operator in another vehicle.
2. Documentation should be kept when a ride check is performed. The operator ride check form should be filled out during the check or shortly thereafter and discussed with the employee. Copies should be sent to the Safety Co-Chairs for documentation purposes and possible consideration for re-training if serious driving problems are noted.

#### **E. Supervisor Responsibilities**

1. Both Department Heads and Supervisors should ensure that employees/operators do not drive any Park District vehicle unless they have a valid Illinois driver's license and are familiar with the State of Illinois and county driving rules and regulations.
2. Ensure that only authorized personnel be allowed to operate equipment, vehicles, and special purpose vehicles.
3. Be alert in observing unsafe driving practices of Park District employees and ensure that action is taken immediately to correct the driver.
4. Review all preventable vehicle collisions with employees/operators and discuss each unsafe act that was responsible so that something can be gained from the loss.



5. Periodically observe special purpose vehicles and truck drivers to check for compliance with operating instructions and traffic regulations.
6. Do not allow vehicles that have known unsafe mechanical conditions to be driven until the appropriate repairs are completed.
7. Scan documents to PDRMA and to the Safety Co-Chairs and Human Resources any accident reports within 24 hours of occurrence. Email [claims@wheatonparks.org](mailto:claims@wheatonparks.org) any scanned documents.
8. Ensure that all employees/operators are briefed and understand that the use of seat belts while driving or riding in a Park District vehicle is **mandatory** and failure to do so is a violation of Illinois State Law.
9. Never allow buses or vans to be overloaded with more passengers than available seats.
10. Enforce the vehicle safety, operation policies, and wireless communication device policy adopted by the Wheaton Park District.

#### **F. Safety Co-Chairs Responsibilities**

1. Oversee and make recommendations to improve the fleet safety program.
2. Review and investigate all serious accidents in conjunction with the Park District safety committee to recommend preventive measures and disciplinary actions when necessary.
3. Fully support and promote defensive driving practices and the use of seatbelts by all drivers.
4. Assist supervisors in their training responsibilities as they pertain to fleet operations.

#### **G. Human Resources Responsibilities**

1. Ensure that Wheaton Park District drivers have valid and proper licensing for the vehicles used by conducting annual State of Illinois driver's license abstract checks.
2. Maintain complete record of Park District vehicle accidents, property damage, worker's compensation, and liability claims as they pertain to vehicle incidents.

#### **H. Driver Vehicle Safety and Operations**

All drivers of Wheaton Park District vehicles and those using personal or leased vehicles in pursuit of Park District business or rental use will comply with all applicable laws of the State of Illinois as well as the regulations established by the Wheaton Park District.

1. Employees/operators are required to follow defensive driving practices, which are established for the protection of themselves, their fellow employees, and the public.
2. Before the initial use of any vehicle or implement each day, the driver will perform a walk around inspection to check for damage, loose hardware, tire condition, fluid levels, etc. The following is a list of the minimum required daily safety and maintenance checks:
  - a. Lights
  - b. Horn
  - c. Tires and mud flaps
  - d. Mirrors
  - e. Windshield and other glass
  - f. Fluid levels
  - g. Walk around visual inspection for damage
3. If there is evidence of vehicle accident damage, the employee/operator shall report it to their Department Head.
4. All safety related controls, guards, warnings, and alarms should be kept in good working condition.

5. All drivers and passengers must wear safety belts when the vehicle is in motion in accordance with Illinois State Law. There must be no more riders in the cab of a vehicle than there are seat belts.
6. It is prohibited to operate a Wheaton Park District vehicle under the influence of alcoholic beverages, non-prescription narcotics or prescription drugs that can cause physical harm.
7. At no time should any vehicle or implement be left unattended or unsecured at a work site other than its normal storage area. Ignition keys should never be left in an unattended vehicle except when stored overnight in a secured building.
8. Passengers are not allowed to ride in the rear bed of the truck.
9. Tailgates should remain up and in a locked position when the vehicle is in motion. If an extended load requires that the tailgate remain open, a red flag must be attached to the furthest rear point on the load to warn other vehicle drivers. Any overhead signal lights should be activated.
10. All loads must be firmly secured when transported in vehicles.
11. Backing vehicles that do not have a clear view of the rear will be accomplished with the assistance of a guide who can give appropriate hand and voice signals. If a driver is alone, they will lock the parking brake and inspect the area behind the vehicle before backing.
12. During periods of limited visibility or when windshield wipers are in use, activate the vehicle headlights.
13. Drivers must not exceed the posted speed limit and obey all traffic signs and signals. The traveling speed of any residential street should not exceed 25 MPH unless posted otherwise.
14. Drivers of Wheaton Park District vehicles will park in legal parking zones at all times, unless performing emergency repairs at which time the hazard lights will be turned on.
15. No smoking or vaping is permitted in vehicles, within 15 feet of any Park District facility, or in areas where fuel is being dispensed.
16. Use of radio headphones or wireless communication devices (texting, emailing, telephoning, or other activities) is prohibited while operating a motorized vehicle or equipment on behalf of the Park District. Operators are expected to comply with all City, State, and Federal laws.
17. Note the following requirements for special purpose vehicles:
  - a. All slow moving vehicles will be equipped with the appropriate orange fluorescent triangle to alert other drivers.
  - b. When towing portable equipment or trailers, all safety chains must be fastened.
  - c. Use overhead emergency lights for activities such as plowing snow at night, following slow moving vehicles on public roadways, performing roadway repairs, etc.
18. In the event of mechanical difficulties (engine failure, flat tire, etc.) while operating a park District vehicle, the Park District strongly discourages operators to fix the vehicle. Operators are to contact the nearest towing facility and have the vehicle towed to the garage to be repaired.
19. In the event of an accident with the vehicle, follow the Vehicle Accident Worksheet and answer all the proposed questions. Notify your direct supervisor immediately once it is safe to do so or after emergency services have been contacted in the event of a severe accident.
20. All employees who drive for the Park District will abide by the wireless communication device policy located in the Employee Personnel Manual.

## **I. Post-Accident Procedures**

It is the responsibility of the Supervisors to train staff in advance as to what steps to take after a motor vehicle collision. The PDMRA Vehicle Accident Worksheet (See Appendix) and a pencil should be in all agency vehicles. The worksheet eases the mental strain by providing set guidelines.

In the unfortunate case of a vehicle accident with a Park District vehicle, the following guidelines have been established:

1. The employee(s) must stop at the scene of the accident or as close to it as possible without blocking traffic.
2. The employee(s) should assist the injured in whatever capacity they are authorized to do. They should not attempt to move an injured person unless the injured person faces immediate danger from another source, such as fire, etc. Emergency response personnel (police, fire, ambulance, etc.) should be notified.
3. The employee(s) must attempt to secure the scene to avoid any secondary crashes caused by the accident scene. This can be accomplished by displaying reflectors, flares, cones, flags, flashlights, etc.
4. The employee(s) must report any accident to the police as soon as possible.
5. The employee(s) must exchange information with other people involved in the accident. They will need to provide their name, address, driver's license, and insurance carrier. The worksheet identifies PDRMA as providing vehicle insurance.
6. The employee(s) should look for witnesses and record their names, addresses, and telephone numbers. The PDMRA vehicle accident worksheet should be completed.
7. The employee(s) should be courteous to all involved.
8. **The employee(s) should not admit any guilt or accept any responsibility from/to any party.** The driver should only discuss the facts with the police. However, the driver should record any admission of guilt by the occupant(s) of other vehicle(s).
9. If the accident involves an unattended vehicle, the driver should call the police and have an accident report completed. If the police cannot assist, the employee(s) must leave a note for that person. The note should include the driver's name, Park District's name, telephone number of their direct Supervisor, and the date and time the accident occurred.
10. The employee should follow-up by immediately contacting their Supervisor and filing a written report with the police department.

### **ACCIDENT REVIEW COMMITTEE**

The purpose of the accident review committee is to decide borderline cases (preventable or non-preventable) fairly and consistently. The committee plays an important role in driver management relations. It needs the full support of senior management in order to function effectively.

A preventable accident is defined as an accident in which the driver failed to do everything that *reasonably could have been done to avoid the accident*.

1. The existing Safety Committee members shall serve as the Accident Review Committee. The committee shall represent all departments of the Park District directly involved in the safety program.
2. When an accident occurs, the accident committee shall investigate several factors thoroughly. These include the events leading up to the accident, the facts relating to the collision and the post-accident events.
3. A representative from the committee shall interview the driver as soon as possible after the accident. The representative needs thorough details about what the driver saw and when, as well as how the driver performed behind the wheel.

The Accident Review Committee plays an important role in the investigation of the accident. The information that is gathered and the actions of the committee may be used to aid in litigation in the defense of the Park District.

## **SEAT BELT POLICY**

Illinois State Law dictates that safety belts (seat belts) must be worn by all drivers and include front and back seat passengers eight years of age and over. All employees of the Wheaton Park District are required to comply with this law when driving or riding in a Park District owned vehicle. Additionally, on maintenance vehicles and implements where a safety belt is provided, it must be worn at all times by the driver/operator.

### **A. Proper Use of Seat Belts**

Safety belts should be worn properly. The lap belt should be drawn snugly across the hip bones. It should never be worn across the stomach or soft part of the abdomen. The shoulder strap should be loose enough to allow the driver to reach important controls. If the shoulder strap crosses the body at or near the neck or face, place the shoulder strap behind the body. The shoulder belt should never be worn alone.

### **B. 15-Passenger Park District Vans**

Illinois law states that it is the responsibility of the driver to see that all passengers ages 8 and older obey the safety belt law.

It is the Wheaton Park District's policy that all passengers, ages eight and older traveling in the Park District van will be required to wear safety belts. It will be the driver's responsibility to see that this policy is enforced. Children under eight years of age must comply with the Child Passenger Protection Act.

### **C. Child Passenger Protection Act**

The Child Passenger Protection Act requires the use of approved safety seats by children under age eight when riding in the van or a passenger car. Children four to eight years old may be secured either in a child safety seat or booster seat. It will be the driver's responsibility to see that the Child Passenger Protection Act is enforced.

## **EMPLOYEE SAFETY TRAINING PROGRAM**

The Wheaton Park District Employee Safety Training Program will be conducted on an on-going basis and involve members from each department. The Safety Co-Chairs, Safety Committee, and Department Heads are all responsible for providing the proper safety related training for the present staff and all new employees.

New employee orientation will include safety training immediately after hire, while other programs will be performed on a scheduled or occasional basis. All employee safety training will be documented and kept in a central safety-training file maintained by Human Resources.

The following is a list of safety procedures that require employee training at some or all facilities:

- New employee orientation (all employees)
- Accident/Incident Reporting Procedures (all employees)
- Emergency Operations Procedures (all employees)
- Proper Lifting Techniques (where applicable)
- Right to Know- Hazardous Materials Training for all employees (where applicable)
- Bloodborne Pathogens Training (all employees)

- Personal Protective Equipment (PPE) Requirements (where applicable)
- First Aid, CPR, and AED- The following staff must have their CPR Certification: all full-time staff, Building Supervisors, and Preschool Teachers/Childcare Attendants.
- Lock-Out/Tag-Out (where applicable)
- Vehicle Orientation (where applicable)
- Defensive Driving Course (all who drive for the Park District)
- Proper use of equipment and tools (where applicable)
- Fire Extinguisher Use (where applicable)
- Parks Team Manual (where applicable)

## **FEDERAL AND STATE SAFETY REQUIREMENTS – RIGHT TO KNOW**

### **A. Illinois Toxic Substance Act**

The Illinois Toxic Substance Disclosure to Employees Act (public Act 83-140), often called the Illinois Right to Know Law, gives Illinois employees an inherent right to know about the known and suspected health hazards which may result from working with toxic substances so that they may make knowledgeable decisions regarding any personal risks of their employment. The Wheaton Park District will make such information available to employees about toxic substances “which pose known and suspected health hazards.”

The law went into effect January 1, 1984. The following material is not intended as legal material, but will help explain the rights of employees and the responsibilities of employers, manufacturers, suppliers, importers, and the Illinois Department of Labor (IDOL) under the Right to Know Law.

#### **Rights of an Employee:**

1. **You have a right to information about toxic substances at your workplace.** The law specifies a number of ways for this information to be provided to you by your employer. These are as follows:
  - A poster in an accessible location.
  - Safety Data Sheets (SDS). Copies must be made available to employees and are located in designated areas of each facility.
  - Annual training to routinely exposed employees. Transferred employees must be trained prior to beginning their new work assignment.
  - Containers of toxic substances must be labeled with the chemical name(s) and appropriate hazard warnings. Pipes and fixed containers within a workplace need not be labeled, but the required information must be available in the employee’s work area. Under certain circumstances, mixtures of toxic substances may be labeled with the trade name.
2. You may refuse to work with substances on the Toxic Substance List if the employer has not supplied you with a SDS after you requested one in writing and if your employer has not made a good faith effort within a time limit to get the SDS from the supplier or manufacturer.
3. You may not be discharged or otherwise disciplined or discriminated against in a manner by an employer for exercising your rights under this or any other law.
4. If you believe you have been denied your rights under the Right to Know Law, you (or your representative) may file a complaint with the Illinois Department of Labor.
5. You may petition the Illinois Department of Labor to make additions to the Toxic Substance List. The Illinois Department of Labor will consider any such requests annually at a public hearing.

6. Your representatives are entitled to specific SDS in the possession of your employer within 10 days of a written request.
7. Your personal physician is entitled to receive, upon request to the employer, any SDS in the employer's possession regardless of whether or not the substance is on the Toxic Substance List.

The Illinois Right to Know Act does require employees to be informed of toxic substances in their workplace. The Occupational Safety and Health Act (OSHA) requires that your employer provide a safe and healthy working environment. The Illinois Worker's Compensation Act and the Illinois Occupational Diseases Act may cover injuries and illnesses caused by toxic substances in the workplace.

## **B. Illinois Safety and Health Act**

1. The Wheaton Park District recognizes the State of Illinois Safety Inspection and Education Act. This act requires that:
  - a. "Each public employer shall furnish to his/her employees a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm and shall comply with occupational safety and health standards issued under the acts."
  - b. The Park District agrees to follow all guidelines as set by the acts.

## **C. Illinois Department of Labor (IDOL) Inspections**

Under the requirements of the State of Illinois Safety Inspections and Education Act- 1983, IDOL is authorized to conduct inspections of municipal facilities and enforce the safety standards specified in the Occupational Safety and Health Act.

1. The IDOL inspector may or may not call to schedule an appointment. Upon the inspector's arrival, the Executive Director and Safety Co-Chairs should be notified immediately. *The following chain of personnel should be notified in the event that the Safety Co-Chairs are not in the workplace when the inspector arrives.*
  - Executive Director
  - Director of Special Facilities
  - Director of Recreation
  - Director of Parks & Planning
2. During the opening conference, the inspector will outline what records will be reviewed, the purpose of the visit, the areas to be covered, etc. It is important to identify the purpose of the inspection. Some inspections are random, but others are in response to employee complaints.
3. The Park District representatives must accompany the inspector. The inspector may take photographs/material samples and the Park District representatives should do the same for the agency's records.
4. Minor violations should be corrected immediately during the course of the inspections (i.e. housekeeping, etc.)
5. A closing conference will then be held to review any violations noted by the inspector. This is an opportunity for the Park District representatives to reduce the inspector's list of minor violations.
6. The agency's view of the evaluation should be presented and an abatement period discussed.
7. Violations must be corrected within 30 days of the closing date. Citations for violations will be issued in writing by the IDOL within 30 days.

#### **D. PDRMA Visits/Inspections**

The Wheaton Park District welcomes annual visits conducted by PDMRA to ensure compliance with the American National Standards Institute, the National Fire Protection Association, and the OSHA Industry Standards as they apply to our facilities.

1. All staff should cooperate fully during these inspections as time permits.
2. Copies of the inspection results will be sent to the Safety Co-Chairs who will distribute as necessary and review with the Safety Committee.
3. All inspections of Park District facilities will be accompanied by the Safety Co-Chairs, Human Resources, the Department Head or the Executive Director.

#### **E. Local Fire Inspections**

The District welcomes annual inspections by the local Fire Department to identify any fire or evacuation hazards. In the event of a Fire Department inspection, contact the Building Supervisor to assist in the inspection process. Any violations found during the Fire Department inspection will be corrected immediately or within a reasonable timeframe.

### **SPECIFIC SAFETY POLICIES/PROCEDURES**

#### **A. Personal Protective Equipment (PPE)**

1. In order to perform their jobs safely there may be times when management requires employees to wear PPE.
2. PPE may include safety glasses, goggles, face shields, ear plugs, ear muffs, leather, cotton or rubber gloves, dust masks, hard hats, and coveralls just to name a few. The Park District will provide PPE above and beyond appropriate work attire to its employees free of charge as long as it is not continuously lost or abused.
3. Keep in mind that PPE must be worn consistently and correctly in order for it to protect you.

#### **B. Hazard Communication Program (Right to Know)**

The Wheaton Park District has developed a comprehensive Hazard Communication (Hazcom) program to ensure that information on the hazards of chemicals used in our operations is communicated to our employees. The program is intended to meet all requirements of the Toxic Substances Disclosure to Employees Act, commonly referred to as the Illinois Right-to-Know Law.

The Right-to-Know Law requires the Wheaton Park District to train our employees about the health and safety hazards of the chemicals in the workplace. A “hazardous chemical” is any chemical that can be a physical or health hazard. A few examples of “hazardous chemicals” used at the District operations include pool chemicals, custodial supplies, fuels, paints, pesticides, automotive products, compressed gasses, and fertilizers.

The District Hazcom program applies to all work areas where employees have the potential to be exposed to chemicals during routine operations, non-routine tasks, and chemical spill emergencies. The Hazcom program consists of seven basic elements as listed below:

- Posting of Right-to-Know sign which are posted at all of our facilities.
- A written Hazcom program of which a complete program copy is available from the Safety Co-Chairs or Human Resources.

- An inventory of hazardous chemical products maintained by the Safety Co-Chairs.
- An inventory of Safety Data Sheets (SDS) maintained by the Safety Co-Chairs
- A labeling procedure for hazardous material containers.
- A Hazcom employee training program.

It is the District's policy to provide employees a safe and healthy work environment. It is also a management objective to maintain an effective Hazcom program consistent with federal, state, and local health and safety regulations. To attain this objective, all District employees must include Hazcom compliance as an essential consideration in all phases of their work. The District Hazcom program is a cooperative effort between management and employees.

1. Supervisor's Responsibilities:
  - a. Train all employees on hazards of newly introduced chemical products including personal protective equipment to be worn, health and physical hazards of each chemical product and review of the District written Hazcom program.
  - b. Maintain Hazcom training documentation.
  - c. Ensure that all chemical containers in their respective areas have proper labeling.
  - d. Request current SDS directly from chemical manufacturers and suppliers.
  - e. Post in a conspicuous place a list of all hazardous substances present at that location and a notice of where additional information concerning those substances is available.
2. Employee's Responsibilities:
  - a. Follow all chemical safety procedures applicable to their job tasks. If unsure of proper procedures, request instructions from manager/supervisor.
  - b. Report to manager or supervisor any unsafe or potentially unsafe chemical safety problems or issues. Chemical safety suggestions to management are encouraged.

#### Labeling

Each container of hazardous material in the workplace must be labeled with the identity of the product and the appropriate hazard warnings. As a general rule, the label provided by the supplier of the product is sufficient.

#### Safety Data Sheets (SDS)

SDS should be obtained from suppliers for all chemicals used within the operations. All employees should be trained on what an SDS is and where they are located (usually in a file/binder). The SDS file/binder should be placed at locations for specific chemical use; i.e., pool chemicals are found at the pool facility; custodial supplies in or near the janitor's office; automotive products in the shop office; and so forth.

Under the Right-to-Know Law, employees have the right to obtain SDS for each hazardous material in the workplace. SDS must be kept available to employees and former employees for at least **10 years** after the material is no longer used, produced, or stored on the work site.

#### Training

The District will conduct Hazcom and Right-to-Know training on an annual basis. Supervisors must train employees whenever a new chemical is introduced into the workplace. This training should address the health and physical hazards of the chemical as well as any necessary personal protective equipment that must be utilized. The supervisor will maintain training documentation with a copy to the Safety Co-Chairs.



### Hazardous Material Spills

In the event of a chemical spill or cross contamination and the employee discovering the situation is unable or untrained to clean, maintain, or appropriately respond must do the following:

1. Immediately evacuate area if there is or potentially a spill, leak or emission of a hazardous substance.
2. If the hazard is suspected to be dangerous, contact 9-1-1 immediately after evacuating to a safe location. When in doubt, call 9-1-1 first.
3. Contact your immediate supervisor and the facility manager to determine additional steps. Depending on the location and knowledge of chemicals within their facilities, supervisors and/or facility managers may be involved in contacting 9-1-1, cleaning or managing the situation, or any other actions needed.

### **C. Bloodborne Pathogens (Communicable Diseases)**

While serving the public, park and recreation agencies are subject to areas where communicable disease transmission is possible. Employees should always consider the risk of infectious disease to themselves and the people with whom they come into contact. Employees should be able to recognize the risks; equip themselves with the proper personal protective apparel and materials; and react properly to reduce risk when exposed to blood or other routes of disease transmission.

1. Bloodborne Pathogens (BBP's) are diseases such as HIV, AIDS, and Hepatitis B Virus that are spread through blood and other bodily fluids.
  - a. Blood may be present in saliva, vomit, urine, or feces.
  - b. Because a person may go for many years and not show any signs or symptoms of these diseases, they may unknowingly and unwillingly spread the disease if not tested.
  - c. This is why we must always use "Universal Precautions," which means we treat all blood and bodily fluids as though they are potentially infectious. Always use the proper PPE such as disposable vinyl gloves and a CPR shield when providing first aid treatment or CPR.
  - d. Clean and disinfect soiled areas immediately using the supplies in the CID kit.
    - i. Disinfect the affected area with the 1 parts bleach to 10 parts water disinfectant solution.
    - ii. Rinse clothing soaked with blood or body fluids and place in a plastic bag to be sent home.
    - iii. Place soiled sanitary napkins in plastic bags, secure, and dispose. Place used paper towels and disposable gloves in plastic bag and dispose.
    - iv. Wash hands and other skin that may have come into contact with blood or body fluids thoroughly with soap and water or other antiseptic hand cleanser. Flush eyes or other mucous membranes with water immediately, or as soon after contact as possible.
  - e. If you come in contact with someone else's blood be sure to immediately and thoroughly wash the affected area with water and non-abrasive soap. Then notify your Supervisor, Department Head, or Safety Co-Chairs to ensure that the proper steps are taken to ensure your health and safety.
2. Communicable Diseases are diseases such as Chicken Pox, Meningitis, Mumps, Measles, Pneumonia, Salmonella, Tuberculosis, and Whooping Cough. These diseases may be less serious, unless they are left untreated and they are spread more commonly through coughing, sneezing, and touching.

- Using simple, good hygiene practices such as frequently washing your hands and avoiding the touching of your eyes, nose, and mouth can stop the spread of these diseases.
- 3. By using good hygiene, proper working procedures and using universal precautions, we can minimize the risk of becoming exposed to Bloodborne Pathogens or Communicable Diseases.

Epidemic and pandemic procedures for communicable diseases may be introduced by the District at any time in order to protect employees and patrons. General precautions outlined above are important steps for most communicable diseases and should be practiced at all times. Additional guidelines, procedures, and policies may be developed by the District based on federal, state, or local agency requirements, or by the District itself in order to create a safe environment.

#### **D. Lockout Tagout**

1. Lockout Tagout is a means for controlling hazardous energy. Hazardous energy could be electricity, air pressure, gas, mechanical energy, or even gravity.
2. Lockout Tagout ensures that all energy sources have been disconnected, relieved of any stored energy and locked and tagged before any work can be done on the system or equipment.
3. Only trained and authorized employees may work on hazardous equipment. If you find something that is in need of repair and there is the potential for release of hazardous energy that could cause harm or injury, do not fix it. Immediately notify your Supervisor or Department Head so that someone from maintenance can take care of it.

#### **E. Confined Spaces**

1. Confined spaces are areas not designed for continuous human occupancy, i.e. pits, tanks, or holes.
2. Confined spaces may hold the potential for deadly atmospheres such as hazardous vapors or fumes, mechanical hazards, or lack of oxygen.
3. All confined spaces must only be entered by trained and authorized employees who know and understand the hazards that exist and how to control them.
4. Certain confined spaces require that a permit be filled out and the atmosphere be tested prior to entry.
5. If you have any questions on what or where confined spaces are, please ask your Supervisor, Department Head, or Safety Co-Chairs.

#### **F. Fall Protection**

1. Fall protection is required any time an employee is working on an elevated working surface more than four feet above the surrounding area. (This does not include portable ladders).
2. Using barriers, guardrails, or fall protective devices such as lanyards and harnesses, may accomplish fall protection.
3. Fall protection saves lives; if you have any questions regarding fall protection please ask your Supervisor, Department Head, or Safety Co-Chairs immediately.

#### **G. Protective Footwear Policy**

This policy applies to all employees and volunteers who work in the District and has been established to minimize injury and promote a safe working environment. Each affected employee or volunteer shall wear protective and/or appropriate footwear when working in areas where there is a danger of foot

injuries due to: falling or rolling objects; slips and falls from wet or slippery floors; insulation from the environment; stability while walking on uneven surfaces or stairs; and where such employee's feet are exposed to electrical or other such hazards.

1. Employees and volunteers are responsible for proper footwear as part of their daily attire. Shoes should be inspected daily for cleanliness, presence of liquid or solid contaminants wedged in the treads, and wear and tear; and replaced if appropriate.
2. Supervisors are responsible for monitoring employees to ensure they are wearing the appropriate footwear to minimize injury and promote a safe working environment. Work areas should be evaluated on a daily basis to prevent slips, trips and fall injuries.

#### **H. 3 Points of Contact Policy**

This policy applies to all employees and volunteers who work at the District. Improper exiting and entering or ascending and descending of any vehicles (cars, trucks, tractors, buses), trailers, truck beds, pieces of construction equipment, ladders, lifeguard chairs, and stairs can increase the risk of injury.

1. Employees and volunteers are responsible for using the 3 Points of Contact by maintaining either one hand and two feet OR two hands and one foot at all times on the vehicle, equipment, ladder, lifeguard chair, and stairs upon exit and entry or ascending and descending to form a stabilizing triangle of contact.
2. Supervisors are responsible for identifying vehicles, equipment or environments which require a 3 Points of Contact procedure. Supervisors are also responsible for training annually and monitoring employees to ensure they are using the 3 Points of Contact when appropriate.

#### **I. 30-Second Site Safety Walk-Through Policy**

The purpose of this policy is to identify job tasks that require a 30-Second Site Safety Walk and establish protocols for surveying the surrounding area for dangerous environments. This policy applies to all employees and volunteers.

1. Employees and volunteers are responsible for surveying their surrounding area for any potential safety hazards such as: ground or flooring that could create a hazard, pedestrian traffic, personal protective equipment is required, or anything unique that may cause a safety concern. Employees should take whatever safety precautions are necessary to ensure their safety and the safety of our patrons.
2. Supervisors are responsible for training annually and monitoring employees and volunteers to ensure they are doing the 30-Second Site survey.

#### **J. Ergonomics Policy**

Ergonomics is the science of tailoring workplace conditions and job demands to those who do the work. Effective ergonomic interventions can provide a safer working environment for the District staff and volunteers. It is the policy of the District to employ a proactive, sustained commitment to creating and maintaining a work environment incorporating practical ergonomic solutions to help reduce or eliminate ergonomic-related injuries, decrease related financial costs, and most importantly, improve the safety, health, and morale of employees and volunteers, both on and off the job.

The District adopts the ergonomics policy incorporating the elements of a proactive ergonomics program: acknowledging ergonomic risk factors, identifying program goals, analyzing

ergonomic hazards, evaluating types of ergonomic solutions, and providing necessary training. This policy applies to all employees and volunteers in all departments at the District.

1. Employees and volunteers are responsible for their awareness of ergonomic issues such as correct body positioning and basic furniture and equipment adjustments; comfort at their workstations and worksites and report any discomfort to their supervisor; ask for help when needed; and report any repairs or adjustments needed to their supervisor.
2. Supervisors are responsible for conducting initial ergonomic awareness training for current employees, volunteers, and all new hires; conduct follow up training as necessary; perform individual workstation and worksite assessments for employees who report discomfort; coordinate workstation or worksite adjustments as needed.

## **K. Emergency Procedures**

1. **Fires-** When coming upon a fire you must evaluate the situation and determine whether to extinguish the fire or evacuate the building. In the event you decide to evacuate the building the following procedures shall go into effect:
  - a. Pull any fire alarm pull station in the building or call 911.
  - b. Immediately notify the main office of the location and nature of the fire.
  - c. Begin evacuation of all participants and staff. Remain calm, do not panic or run.
  - d. Check all doors for heat before exiting. If door is hot, use a secondary exit. Do NOT use the elevators.
  - e. Close all doors behind you to contain the fire.
  - f. Have all patrons and employees meet at a reunion site. (The reunion site should be 500 feet from the building and up wind.)
2. **Lightning-** Lightning is a violent act of nature and causes approximately 10 deaths per year in Illinois alone. Lightning strikes occur most frequently during the spring and summer months when thunderstorms are prevalent.
  - a. Outdoor Programs:
    - i. Monitor weather conditions on the horizon.
    - ii. Whenever lightning is observed or thunder is audible, all outdoor activities should be suspended for a minimum of 30 minutes after the last sign of lightning or thunder is noted.
    - iii. Avoid projecting above the surrounding landscape, as you would do if you were standing in an open field.
    - iv. In the wide-open spaces you should find a ravine, valley, or as a last resort, a depression in the ground and crouch low with your hands on top of your head.
    - v. Avoid standing under isolated trees or under any other isolated shelters. (Potentially dangerous are the shelters that are often provided in parks.)
    - vi. Avoid standing near high-tension wires and supports.
    - vii. Stay away from wire fences, above ground pipes, rails, and other metallic paths along the ground, which could carry lightning currents to you from a strike which has hit some distance away.
  - b. When Indoors:
    - i. Stand clear from doors and windows.
    - ii. Avoid contact with sinks, faucets, and related piping.
    - iii. Do not use the telephone unless for emergency use.
3. **Tornadoes-** in the event that a tornado is sighted or the Civil Defense Siren is activated, move employees and patrons away from windows at once and go to a hallway or

doorway away from exterior walls and windows and/or the lowest floor, preferably in a basement.

- a. If an activity is outside during a tornado, seek shelter immediately. The Supervisor of the activity shall instruct the participants and staff to the closest shelter area. Locations of shelter shall include, but are not limited to the closest building or structure or low-lying ravines, ditches, etc.
  - b. When threatening weather is observed, all outside activities shall take advance warning and move to alternate locations or be canceled.
4. **Threats of Violence-** all threats of violence should be taken seriously and reported to Supervisors. Document all information regarding who was threatening (including what they looked like and what they were wearing), any witness information, and what situation led to the incident. Depending on the magnitude, additional actions may be required.
- a. Mass casualty threats (bombs, “shoot the place up” comments, arson, ect.) should be reported to the police regardless of whether they were received via phone, mail, email, verbal, or through any other communication. Do not discard or delete anything related to the threat.
  - b. Supervisors along with the help of law enforcement will determine whether facilities and programming need to be evacuated, cancelled, or can resume.
5. **Active violent situations-** violence witnessed within the District must be reported to supervisors and to law enforcement authorities as soon as it is safe to do so.
- a. Fights or assaults should result in calling 9-1-1 (once safely away from the situation) and contacting Supervisors. Remember to document including the appropriate PDRMA forms and submit to Supervisors and [claims@wheatonparks.org](mailto:claims@wheatonparks.org).
  - b. Mass casualty incidents involving active threats will activate A.L.I.C.E. protocols. A.L.I.C.E. is a standard-of-care which emphasizes the need for pro-active, options-based, survival strategies:
    - i. Alert: Alert is overcoming denial, recognizing the signs of danger and receiving notifications about the danger from others. Alerts should be accepted, taken seriously, and should help you make survival decisions based on your circumstances.
    - ii. Lockdown: If Evacuate is not a safe option, barricade entry points to your room to create a secure starting point.
    - iii. Inform: Continue to communicate information in as real time as possible, if it is safe to do so. Armed intruder situations are unpredictable and evolve quickly, which means that ongoing, real-time information is key to making effective survival decisions. Information should always be clear, direct and in plain language, not using codes.
    - iv. Counter: Countering an active threat is always a last resort. Counter focuses on actions that create noise, movement, distance and distraction with the intent of reducing the shooter’s ability to shoot accurately. Creating a dynamic environment decreases the shooter’s chance of hitting a target and can provide the precious seconds needed in order to evacuate.
    - v. Evacuate: Evacuate to a safe area to take people out of harm’s way and hopefully prevent patrons and employees from having to come into any contact with the active threat.

## **CRISIS MANAGEMENT PLAN**

### **What is a crisis?**

A crisis is a situation or event that causes, or has the potential to cause, public media concern. It could be, among other things, an accidental drowning, allegation of abuse, a severe vehicle accident, or a criminal act that occurred on agency property. The potential crisis list is endless. If you know of a situation or event that could be of concern to the public or media, please contact the head of the Crisis Management Team immediately. The Wheaton Park District has appointed the Executive Director the Head of the Crisis Management Team. The Executive Director will decide whether the crisis should be monitored and handled carefully. If the Head of the Crisis Management Team is not available, the next person in line should be contacted.

### **Chain of Responsibility and Crisis Management Team**

In the event that the designated Crisis Management Team Head is unavailable, the following chain of responsibility will be followed in descending order. The first available staff person from those listed below will take temporary responsibility for implementing the Wheaton Park District's Crisis Management Plan. All decisions and public responses should come through a consensus of the Crisis Management Team members. The following is a chain of responsibility order for the Crisis Management Team:

1. Executive Director, Head of the Crisis Management Team
2. Director of Parks and Planning
3. Director of Special Facilities
4. Director of Recreation
5. Director of Marketing
6. Director of Athletics
7. Director of Finance

Select one person to be the official spokesperson responsible for making statements to the media on behalf of the Crisis Management Team of the Wheaton Park District. Two alternate spokespersons should be appointed and used in descending order.

1. Executive Director, Head of the Crisis Management Team
2. Director of Marketing
3. Director of Parks and Planning
4. Director of Special Facilities
5. Director of Recreation
6. Director of Athletics
7. Director of Finance

All listed spokespersons should review their duties on a periodic basis to help ensure their preparedness in the event of an expected crisis.

### **A. General Action Steps When a Crisis Occurs**

1. Whenever a crisis occurs that involves injury or property damage, the first responsibility of the Crisis Management Team is to ensure that the Wheaton Park District's emergency response plan is implemented. Until the crisis is controlled, it is not recommended that any detailed statements be made to the media until the Crisis Management Team has had time to fully assess the crisis and its impact on those involved. Statements made at this time should only confirm that a situation has occurred.

2. Stay calm and in control. Notify employees that a crisis exists and that all information about the crisis should be immediately communicated to the Crisis Management Team Head or alternate, and provide all known details. The Head of the Crisis Management Team or alternate will direct actions depending on the severity of the crisis, the need for immediate information, and the time of day. When contacted, members of the Crisis Management Team should report to the Administration Office or other designated location.
3. PDRMA and the Wheaton Park District attorney should be immediately contacted in all crisis or potential crisis situations. If applicable, an incident/accident form should be submitted to PDRMA within 24 hours. (In addition ELLIS and ASSOCIATES must be contacted for a pool crisis.)
4. Depending upon the situation, contact the Park Board President to make him/her aware of the situation. Other Board members should also be notified. **They should not talk to the media directly.**
5. Continue to obtain and compile accurate information as quickly as possible so the Crisis Management Team can disseminate accurate information to the media. Document all events surrounding the crisis. Staff should be assigned to monitor (and record (DVR), if possible) television news reports to gather the facts that are being reported. The Crisis Management Team should interview any staff directly involved as soon as possible. The Crisis Management Team may appoint fact gatherers to verify all facts necessary for the preparation of written media releases and meeting with the press, relatives, or other affected parties.
6. Appoint the Executive Assistant and Secretary/Receptionist at the Administration Office to answer the phone calls and relay any pertinent information to the Crisis Management Team. All calls received at various locations should be directed to the appointed clerical person. This person should document all information received, who called, his or her title, the time of the call, etc.
7. The designated spokesperson may address the media after the Crisis Management Team has prepared a statement. The designated spokesperson should speak on behalf of the Wheaton Park District. **Fault should not be discussed.**
8. Depending upon the type of crisis, a press release may be prepared by the Crisis Management Team and presented to the media.

## **B. SPECIFIC ACTION STEPS**

During a crisis, it can be difficult for the Crisis Management Team to know where to start in the information gathering process. Here are questions that should be addressed in order to begin the process of responding to a crisis. Depending upon the circumstances, there may be much information to gather.

1. When appropriate, make sure the proper authorities have been notified (police, fire, Environmental Protection Agency, Employee Assistant Program, etc.).
2. Have the Wheaton Park District attorney, PDRMA, and ELLIS and ASSOCIATES, if applicable, been notified?
3. Have victims' families been contacted?
4. What outside parties should be contacted?
5. Has the crisis situation been fully investigated?
6. Are damage estimates available and accurate?
7. How can the Crisis Management Team assure the public that the crisis is under control?
8. Will a formal press conference be necessary? When?
9. Has the spokesperson been updated with current information and tested with anticipated media questions?

## C. ROLES AND RESPONSIBILITIES OF CRISIS MANAGEMENT TEAM MEMBERS

***THE OFFICIAL SPOKESPERSON OR ALTERNATE:*** The official spokesperson, with the assistance of other members of the team, will receive accurate information about the crisis as quickly as possible, and will coordinate the dissemination of all official information that is to be given to the media and the public. The spokesperson will be the primary voice of the Wheaton Park District throughout the crisis but may request that others with more expertise or knowledge of the affected department also speak to the media.

***MEDIA CONTACT:*** Assist the official spokesperson in gathering/disseminating accurate information as quickly as possible. Obtain information about callers and inquiries from the public. Assist the spokesperson in responding to those inquiries as directed. Log, record and date all statements given to the media.

***TEAM MEMBER WHOSE DEPARTMENT IS AFFECTED BY THE CRISIS:*** Exactly, WHAT happened? WHO was/is involved? WHEN did it happen? WHERE did the incident occur? WHY did it happen? WHAT is currently being done? If you do not know the answers to these questions, WHEN will you know? Update the official spokesperson about changes in the situation as they occur. Be aware that the media will interview witnesses about the incident and that you have no control over non-Park District persons who speak to the media.

***OTHER CRISIS MEMBERS:*** Make sure that other Crisis Management Team members are immediately informed of new details, injuries, current status of crisis, and events around the crisis. Assist the clerical phone person in obtaining and giving information as follows: Before answering a question, obtain the following information and keep a log of the calls and media visitors. Get the name of the person who is calling or visiting, his or her title, the organization he or she represents, a telephone number, and where and when the individual can be reached.

Provide **ONLY** the official information that has been approved by the Crisis Management Team. Let the caller know that we will provide accurate information as quickly as possible.

## D. ROLE OF EMPLOYEES IN DEALING WITH NEWS MEDIA

In a crisis situation, all information should be released by members of the Crisis Management Team through the designated spokesperson. Employees who are knowledgeable of the event or who are witnesses to the event may be approached by reporters. Employees should direct reporters and others to the Crisis Management Spokesperson for all information. Here are some guidelines which employees can follow when dealing with reporters:

1. If you are questioned by a reporter, you are not required to give an interview. If you are uncomfortable, you may say, "I'm not the best person to answer your questions." You may want to discuss this with the Executive Director, our official Wheaton Park District spokesperson."
2. It is acceptable not to know the answer to a question. Just openly admit, "I don't know." Direct the reporter to the spokesperson who may have the answer.
3. It is okay to express sympathy for any person injured during a crisis. However, employees should direct any specific questions concerning the crisis to the Wheaton Park District Spokesperson.
4. Do not say "**NO COMMENT.**" Reporters may interpret the "no comment" phrase as guilt and reluctance to talk to the media. You may say, "At this time, it would be premature and speculative to discuss the matter pending further investigation."
5. Do not say anything you do not want to see in print. A negatively phrased "joke" loses its humor in print and can be very embarrassing when read later.



6. Never make an “off the record” statement. The confidentiality of “off the record” statements cannot be guaranteed.

## **E. MEDIA RELATIONS PLAN**

Through the direction of the Head of the Crisis Management Team, the Spokesperson will coordinate all interaction with the media. In general, it is beneficial to communicate with the media when accurate information is available. In some cases, it may not be prudent to present detailed information on a crisis to the media. This decision should be made by the Crisis Management Team and legal counsel. However, in some situations, failure to make an official statement to the media or to release information to the media may lead the media to seek alternative and unreliable sources for their information.

**READ A PREPARED STATEMENT** first and then answer questions from the media. If possible, distribute a written statement to the media before the press conference.

Accentuate the positive in the statement to the media. Counsel should also be available to assist in answering certain questions.

The following is a list of information that may be requested but **SHOULD NOT** be released to the news conference or the official statement:

- Acknowledgement that an accident has taken place
- Extent of injuries
- Estimate of damage resulting from the incident
- Names of persons involved
- Blame placed on any individual or party
- Information about past incidents
- Monetary information regarding the district
- Salary information
- Home telephone numbers of staff or participants

The reason for keeping this information confidential is not to keep secrets, but to **ensure accuracy**.

## **F. NEWS MEDIA TELEPHONE NUMBERS**

### **TELEVISION STATIONS**

WGN Channel 9 773.528.2311  
WLS Channel 7 (ABC) 312.750.7070  
WMAQ Channel 5 (NBC) 312.836.5555  
WBBM Channel 2 (CBS) 312.202.2222  
WFLD Channel 32 (FOX) 312.565.5533

### **DAILY NEWSPAPER**

Chicago Tribune News Desk 312.222.4440  
Chicago Sun Times News Desk 312.321.3000  
Daily Herald News Desk 847.427.4300  
Wheaton Leader News Desk 630.668.7957  
Wheaton Sun News Desk 800.397.9397

## **G. POST CRISIS EVALUATION AND FOLLOW-UP**

1. The Crisis Management Team should initiate and complete a Post Crisis Evaluation within fourteen (14) days after a crisis.
2. Acknowledge and/or thank the necessary persons involved: police, fire, community, emergency crews and staff.

Below are questions to be asked after the crisis has been handled by the Crisis Management Team. The evaluation should be completed by every member of the Crisis Management Team.

1. Name, date, position and department.
2. What was your role in the crisis?
3. How did you learn about the crisis?
4. Were you satisfied with how you were notified?
5. How could the notification process be improved?
6. How many hours did you spend in managing any aspect of the crisis?

## APPENDIX

PDRMA Park District Risk Management Agency		Accident/Incident Report Attorney/Client Privileged Document		Form 01
1	Agency name	Today's date		
2	Date of incident (mm/dd/yyyy)	Time of incident (hh/mm a.m./p.m.)		
3	Name of person completing report	Title of person completing report		
4	Business phone number	Business email		
5	How did the incident occur? (Provide a brief, factual description; do not speculate on fault, etc.)			
6	Name of the location (park, pool, community center; Ex. Smith Pool, Johnson Community Center) or nearest intersection where the incident occurred.			
7	Is there an address for this location? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If yes, please provide the following:			
	Street address			
	City State Zip code			
8	Location (Specify the exact type of location/facility where injury occurred. Ex. maintenance garage, sports field, aquatic outdoor, golf course, etc.)			
9	Primary location (Specify exact location. Ex. lap pool, cart storage, classroom, pavilion)			
<b>BODILY INJURY</b>				
If an employee was injured, please submit the form for an Employee Injury (Form 04) type of incident.				
10	Was a person injured? (Ex. patron, citizen, participant, volunteer) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
11	If yes, please provide the following information:			
	Last name		First name	
	Address			
	City		State	Zip code
	Home phone #		Work phone #	Cell phone #
	Age		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
12	Is injured person an agency volunteer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
13	Describe the injury (affected body part and type of injury; Ex. contusion, bruise, laceration, sprain, break, etc.)			
14	Did injured person make any statements? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
	If yes, what did injured person say?			

PDRMA Park District Risk Management Agency		Accident/Incident Report Attorney/Client Privileged Document		Form 01 (pg. 2)
15	Was first aid administered? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
	Name and position of person who administered first aid			
	What first aid was given?			
	Did first aid involve AED and/or CPR? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
	If yes, please submit a PDRMA post-AED form.			
	Were paramedic services offered?			
	Called and refused (at scene by patron)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Offered and called	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Offered and refused	<input type="checkbox"/> Yes <input type="checkbox"/> No	Offered, refused, called by agency anyway	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Unable to respond and called	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Were police called? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the following information.			
	Name of police department			
	Name of officer			
	Do you expect this person to submit a claim? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
<b>PROPERTY DAMAGE</b>				
16	Was property damaged as a result of this accident/incident? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
17	If yes, how was the person involved in the accident/incident?			
	Owner of property adjacent to park district	<input type="checkbox"/>	Patron	<input type="checkbox"/>
	Vehicle owner	<input type="checkbox"/>	Other	<input type="checkbox"/>
18	Last name (or business name)		First name (not necessary if business name)	
	Address			
	City	State	Zip code	Phone number
<b>WITNESS INFORMATION</b>				
19	If there was a witness(es) to the accident/incident, please provide the following information:			
	Last name		First name	
	Address			
	City	State	Zip code	Phone number
20	Did witness make any statements? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
	If yes, what did witness say?			
21	Where was witness when the accident/incident occurred?			

<b>PDRMA</b> <small>Park District Risk Management Agency</small>	<b>Vehicle Accident Report</b> <small>(Accident involving agency vehicle. May involve bodily injury/property damage.) Attorney/Client Privileged Document</small>	<b>Form 02</b>
1 Agency name	Today's date	
2 Date of incident (mm/dd/yyyy)	Time of incident (hh/mm, a.m./p.m.)	
3 Name of person completing the report	Title of person completing report	
4 Business phone	Business email	
5 How did the incident occur and what property was damaged? (Provide a brief factual summary.)		
6 Name of the location (street/road/highway) or nearest intersection where the incident occurred.		
7 Is there an address for incident location? If yes, please provide the following:		
Street address		
City	State	Zip code
8 Location		
Offsite (non-agency owned) <input type="checkbox"/> On agency property <input type="checkbox"/>		
9 Primary location		
Highway/roadway <input type="checkbox"/>	Parking lot <input type="checkbox"/>	Other <input type="checkbox"/>
10 Was the agency vehicle occupied? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
11 Agency driver last name		First name
Address		
City	State	Zip code
Home phone #	Work phone #	Cell phone #
Email		
Is this driver an employee? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
If Yes, enter job title of employee		
Identify the type of driver		
Full-time employee <input type="checkbox"/>	Intern <input type="checkbox"/>	Non-park district employee <input type="checkbox"/>
Part-time employee <input type="checkbox"/>	Volunteer <input type="checkbox"/>	Spouse/family member <input type="checkbox"/>
Seasonal employee <input type="checkbox"/>		
12 Agency vehicle VIN	Make	Model License number

<b>PDRMA</b> <small>Park District Risk Management Agency</small>	<b>Vehicle Accident Report</b> <small>(Accident involving agency vehicle. May involve bodily injury/property damage.) Attorney/Client Privileged Document</small>	<b>Form 02</b> (pg. 2)
13 Is vehicle drivable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
If no, provide current location of vehicle		
14 Area of damage		
15 Estimated repair cost		
16 Was a trailer involved? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
If yes, provide the following information.		
Trailer year	Make	Model License number
Trailer area of damage		
Current location of trailer		
Estimated repair cost of trailer		
17 Has a police agency conducted an investigation? If yes, provide the following information.		
What police agency investigated the incident?		
Police report number		
18 Was the agency driver ticketed, arrested or cited for violation(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
If yes, provide details of the ticket, arrest or violation(s).		
19 Identify other people involved in the accident. (Provide the following information for each person. Make additional copies of this page if needed.)		
How was the person involved in the accident? Check all that apply.		
Driver of other vehicle <input type="checkbox"/>	Injured person <input type="checkbox"/>	Owner of involved property <input type="checkbox"/>
Owner of other vehicle <input type="checkbox"/>	Passenger of agency vehicle <input type="checkbox"/>	Passenger of other vehicle <input type="checkbox"/>
Pedestrian <input type="checkbox"/>		
Last name or business name		First name (not necessary for business)
Address		
City	State	Zip code
Home phone #	Work phone #	Cell phone #

**PDRMA**  
Park District Risk Management Agency

# Property Loss Report

(For damage to agency property)

Attorney/Client Privileged Document

Form

03

1	Agency name	Today's date	
2	Date of incident (mm/dd/yyyy)	Time of incident (hh/mm, a.m./p.m.)	
3	Name of person completing the report	Title of person completing report	
4	Business phone	Business email	
5	How did the incident occur and what property was damaged? (Provide a brief factual summary.)		
6	Name of the location (park, pool, community center; <i>Ex. Smith Pool, Johnson Community Center</i> ) or nearest intersection where the incident occurred.		
7	Is there an address for incident location? If yes, please provide the following:		
	Street address		
	City	State	Zip code
8	Location (Specify the exact type of location/facility damaged, listing multiple locations/facilities if necessary. <i>Ex. maintenance garage, sports field</i> )		
9	Primary location (Identify the exact area of damage. <i>Ex. tool storage, batting cage</i> )		
10	Estimate of loss		
11	Contact person at facility		
12	Contact person's email		
13	Contact person's phone number		
14	Was damage caused by third-party (non-agency) individual?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Unknown
15	Has the party responsible for damage been identified? If yes, provide the following contact information for the person or persons identified:		
	Name	Street address	
	City	State	Zip code
16	Has a police agency conducted an investigation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Unknown
17	What police agency investigated the incident?	What is the police report number?	
18	Were criminal charges brought against the responsible party? If yes, what were the charges?		

## **Wheaton Park District**

### **EMPLOYEE ACKNOWLEDGEMENT of the Employee Safety Policy and Procedures Manual and Crisis Management Plan**

I, the undersigned employee, acknowledge receiving a copy of the Wheaton Park District's Employee Safety Policy and Procedures Manual and Crisis Plan dated January 2023.

I have read and become familiar with its contents. I have asked my Supervisor about any items which are unclear to me.

If there is ever a discrepancy between this guide and my performance, I understand that disciplinary action may be taken by my Supervisor, up to and including termination.

I understand that this Safety Manual and Crisis Plan may change at any time and that I will be notified and will have to adjust my work habits accordingly.

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Employee Name (Printed)

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Employee Signature

---

Date



TO: Board of Commissioners  
FROM: Daniel Novak, Director of Athletics & Facilities  
Carolyn Wilkin, Special Event Manager  
THROUGH: Michael Benard, Executive Director  
RE: Carnival Amusement Vendor  
DATE: March 20, 2024

### **SUMMARY:**

Wheaton Park District requested proposals for a three-year agreement for amusement/carnival services at our Annual Cream of Wheaton. This contract will include the construction and operation of a combination of rides, games, food booths and concessions. Requests were sent to three vendors, and we received proposals from J.B.R Fundways and Windy City Amusement.

The Cream of Wheaton is a four-day event that centers around the first Saturday in June.

- Event Dates | Hour of Operations
  - 2024: May 30th – June 2nd
    - Thursday 4P-10P | Friday 4P-11P | Saturday Noon-11P | Sunday 1P-8P
  - 2025: June 5th – Jun 8th
    - Thursday 4P-10P | Friday 4P-11P | Saturday Noon-11P | Sunday 1P-8P
  - 2026: June 4th – 7th
    - Thursday 4P-10P | Friday 4P-11P | Saturday Noon-11P | Sunday 1P-8P

Proposals from the two vendors below detail a description of what they were able to provide and the revenue.

Vendor	J.B.R Fundways		Windy City Amusement	
<b>Gross Revenue Percentage Share</b>	\$1-\$100,000	39%	\$1-\$100,000	30%
	\$100,001-\$150,000	41%	\$100,001- \$150,000	33%
	\$151,000-200,000	41%	\$151,000-200,000	35%
	Over \$200,000	42%	Over \$200,000	37%
<b>Number of rides provided</b>		18		16
<b>Provide ATMS</b>	Yes	3 total	Yes	3 total
<b>5 References</b>		yes		yes
<b>Rides for July 3 and Pumpkin Fest</b>	July 3rd   4 rides	Pumpkin Fest   3 rides	July 3rd   4 rides	Pumpkin Fest   3 rides
<b>Proof of Insurance</b>	Yes	\$5,000,000	Yes	\$5,000,000
<b>State of Illinois Background Checks</b>	Yes	provided if awarded proposal	Yes	provided if awarded proposal

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

In February of 2019, the Wheaton Park District Board of Commissioners approved a three-year agreement with J.B.R Fundways to serve as our carnival vendor for the Cream of Wheaton. Due to the cancellation of the Cream of Wheaton in 2020 & 2021, the Wheaton Park District Board of Commissioners approved an amendment to the carnival agreement extending it through 2023.

**REVENUE OR FUNDING IMPLICATIONS:**

The carnival is a major attraction at our annual Cream of Wheaton as well as a revenue engine for the special event operational budget. The carnival has grossed over \$175,000 each year over the past two years and our net was \$72,362 in 2023 and \$79,612 in 2022. The chart below details revenue sharing examples based on potential gross revenue of \$150,000, \$175,000, and \$200,000.

**Revenue Sharing Examples**

Based on \$150,000 Gross	J.B.R Fundways	Windy City Amusement
Pre-Sale/Day of Ticket Sales	\$100,000 (39%)	\$100,000 (30%)
	\$50,000 (41%)	\$50,000 (33%)
Concession Booth Total	12 @ \$210	2 @ \$0
Game Booth Total	6 @ \$210	6 @ \$0
Total	<b>\$61,180</b>	<b>\$46,500</b>

Based on \$175,000 Gross	J.B.R Fundways	Windy City Amusement
Pre-Sale/Day of Ticket Sales	\$100,000 (39%)	\$100,000 (30%)
	\$50,000 (41%)	\$50,000 (33%)
Concession Booth Total	12 @ \$210	2 @ \$0
Game Booth Total	6 @ \$210	6 @ \$0
Total	<b>\$71,430</b>	<b>\$55,250</b>

Based on \$200,000 Gross	J.B.R Fundways	Windy City Amusement
Pre-Sale/Day of Ticket Sales	\$100,000 (39%)	\$100,000 (30%)
	\$50,000 (41%)	\$50,000 (33%)
Concession Booth Total	12 @ \$210	2 @ \$0
Game Booth Total	6 @ \$210	6 @ \$0
Total	<b>\$81,680</b>	<b>\$64,000</b>

**LEGAL REVIEW:**

District Legal Counsel will provide a service contract that includes insurance and indemnification language appropriate to this activity.

**ATTACHMENTS:**

- Draft contract agreement.
- Proposals from J.B.R Fundways and Windy City Amusement.

**RECOMMENDATION:**

Staff seek board approval for a three-year agreement awarding J.B.R Fundways to be the Carnival Amusement vendor at the Cream of Wheaton, July 3rd and Pumpkin Fest at Cosley Zoo for the 2024-2026 season. J.B.R Fundways has served as our carnival vendor since the inception of the Cream of Wheaton while also have providing carnival amusement at the July 3rd Fireworks and annual Cosley Zoo Pumpkin Fest.



## WHEATON PARK DISTRICT CARNIVAL AGREEMENT

THIS CARNIVAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and \_\_\_\_\_, an Illinois \_\_\_\_\_ ("Carnival Operator"). Park District and Carnival Operator are hereinafter sometimes referred to individually a "Party" and collectively as the "Parties."

WHEREAS, the Park District desires to contract with a reputable operator to provide carnival rides and other concessions for \_\_\_\_\_ (the "Event"); and

WHEREAS, Carnival Vendor has the personnel, qualifications, training, experience, knowledge and equipment to safely and efficiently operate and provide the necessary carnival rides and other concessions and is willing to provide such services to the Park District.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Premises.** Park District hereby grants to Carnival Operator, on a non-exclusive basis, a revocable License to use \_\_\_\_\_ (hereinafter the "Premises") located at \_\_\_\_\_, County of DuPage, State of Illinois, more particularly described as follows:

[insert location details]

2. **Term.** The term of this Agreement shall begin \_\_\_\_\_, 2024 and end on \_\_\_\_\_, 2024. [The daily hours of operation may vary from day to day and will be set by Park District].

A. **FOR THE PURPOSE OF PRE-EVENT MOVE-IN,** Carnival Operator's use of the Premises shall commence on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m./p.m.

B. **FOR THE PURPOSE OF THE EVENT,** Carnival Operator's use of Premises shall commence on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m./p.m. and terminate on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m./p.m.

C. **FOR THE PURPOSE OF MOVE-OUT,** Carnival Operator's use of Premises shall commence on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m./p.m. and terminate on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m./p.m.

D. **MOVE-IN AND MOVE-OUT** must take place during the designated times stipulated in this Agreement.

3. **Amusement Rides and Concessions.** Carnival Operator hereby agrees to furnish the following amusement rides and concessions:

[Insert description of rides and concessions here]

Carnival Operator may not furnish any other rides or concessions without the prior consent of Park District.

4. **Ticket Sale Revenue.** Park District and Carnival Operator hereby agree that revenues from ticket sales for amusement rides and concessions will be divided as follows:

[insert payment/revenue details here]

In addition, Carnival Operator agrees to pay Park District the following:

[insert any additional payment terms here]

5. **Carnival Operator Representative.** At all times during the term of this Agreement, Carnival Operator or any of Carnival Operator's personnel are present on the premises, there shall also be present a "Representative" of Carnival Operator who shall be fluent in English and responsible for Carnival Operator's operations under this Agreement and the conduct of its personnel.

6. **Shows.** Absolutely no shows of any type shall be permitted.

7. **No Interest in Property.** Carnival Operator's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The Parties further agree that Carnival Operator's rights hereunder shall not be construed as an easement, or any other interest in real property.

8. **Operation of Amusement Rides and Concessions.** During the term of this Agreement, Carnival Operator shall erect and operate the aforementioned amusement rides and concessions. Carnival Operator will operate such rides as are provided for this Agreement on a daily basis for the period each day as set by Park District.

9. **Ownership and Condition of Premises.** Park District covenants that it is authorized to enter into this agreement and that said Premises are to the best knowledge and belief of Park District in good repair and suitable for Carnival Operator's purposes described herein. However, Carnival Operator is solely responsible for determining if the Premises are safe and suitable for any Carnival Operator equipment, ride, concession, activity, or purpose contemplated by this Agreement, and that Park District is relying on Carnival Operator's

representation that the Premises are safe and suitable for any and all of Carnival Operator's equipment, rides, concessions, and activities in contracting with Carnival Operator. Further, Carnival Operator agrees to restrict its use to the furnishing of the aforementioned amusement rides and concessions, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the express written consent of the Park District.

10. **Status of Name, Address, and Guaranty.** The Carnival Operator represents and warrants that the legal name, as contained in this Agreement, along with all other information in this Agreement are accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. Carnival Operator further represents and warrants that the representative who has signed the Agreement has full, complete and absolute authority to bind the Carnival Operator. If the Carnival Operator is a corporation, it warrants and represents that it is in good standing and active, and if it is not an Illinois Corporation, it warrants and represents that it is authorized to do business in the State of Illinois. Any change in the Carnival Operator's legal name, fictitious or trade name, address, or telephone number shall be forwarded to the Park District as provided in the notice provision of this Agreement, in writing, within three (3) days after the change. Furthermore, the individual executing this Agreement on behalf of the Carnival Operator absolutely, personally, unconditionally, and continually warrants and guarantees Carnival Operator's full and faithful performance and payment of all obligations under this License.

11. **Condition of Premises.** Carnival Operator agrees to quit and surrender the Premises and all equipment therein to Park District at the end of the term of this Agreement in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only excepted.

12. **Rules and Regulations.** Carnival Operator agrees to abide by and conform to all rules and regulations from time to time adopted or prescribed by Park District, for the governance and management of Premises.

13. **Alcoholic Beverages.** Carnival Operator agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon Premises except after obtaining the express written consent of Park District. In such event, Carnival Operator shall possess the necessary liquor license and permit.

14. **Improvements.** Carnival Operator agrees to make only those alterations, additions, or improvements, in, to, or about Premises which have been approved in advance and in writing by Park District.

15. **Damage to Premises.** Carnival Operator agrees to not injure, nor mar, nor in any manner deface Premises or any equipment contained therein, and to not cause or permit anything to be done whereby Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any

alterations of any kind to said building or equipment contained therein; that if said premises or any portion of said building or any equipment contained therein during the term of this Agreement shall be altered in any manner and/or damaged by the act, default or negligence of Carnival Operator, or of the Carnival Operator's agents, employees, patrons, guests or of any person admitted to premises, Carnival Operator shall cause Premises and/or equipment to be returned to their condition as existed upon the execution hereof. The Carnival Operator hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Carnival Operator or by or with the consent of any person acting for or in behalf of said Carnival Operator.

16. **Ride Operators.** Carnival Operator agrees to furnish competent, qualified ride operators on each ride.

17. **Dogs.** Carnival Operator shall not allow any of its employees, agents or any person associated with Carnival Operator to bring, or keep on the Park District's premises, any dogs; with the exceptions of authorized "service animals" as defined under the Americans With Disabilities Act.

18. **Tickets.** Carnival Operator agrees to provide ticket sellers and change for ride ticket booths as well as the actual tickets for amusement rides and concessions.

19. **Removal of Amusement Rides and Concessions.** Carnival Operator shall furnish at its own expense all personnel required to erect, operate, dismantle, and remove all amusement rides and concessions and other equipment on the premises.

20. **Ordinances and Statutes.** Carnival Operator shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, with the terms of this Agreement, all relevant health and fire codes and all trademark, copy right and other intellectual property laws. Carnival Operator agrees that at all times it will conduct its activities with full regard for public safety and in compliance with the Illinois Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 *et seq.*) Carnival Operator also shall not use, store or permit to be used or stored in or on any part of Premises covered by this Agreement any substance or item prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Illinois.

21. **Licenses and Permits.** It shall be the full and sole responsibility of Carnival Operator to obtain and pay for all Federal, State, County, and other licenses, permits and inspections that may be required to operate their amusement rides and concessions and, furthermore, Carnival Operator shall provide proof to the Park District that all appropriate licenses, permits and inspections have been obtained.

22. **Assignment and Sublicensing.** This Agreement is personal between Park District and Carnival Operator. Carnival Operator shall not assign any portion of this Agreement or

sublicense any portion of Premises or assign responsibility for provision of amusement rides and concessions without the express written consent of Park District.

23. **Lien.** Park District shall have the first lien against all property of Carnival Operator for all unpaid fees, expenses, damages to property and any taxes due to the Agreement. Park District is empowered to impound any and all property of Carnival Operator. Park District shall have the right to sell said property at public auction and to apply the proceeds from such auction to the unpaid fees or charges due Park District. Carnival Operator agrees to waive any and all claims for damages against Park District or its agents for the seizure, prevention, or removal of the Carnival Operator or Carnival Operator's property from being removed from premises.

24. **Entry and Inspection.** Carnival Operator's use of Premises is non-exclusive, and Park District may enter at any time and for any purpose while Carnival Operator is utilizing Premises or at any other time. Carnival Operator shall inspect the premises prior to each use and promptly notify Park District of any dangerous, hazardous, or defective condition observed by Carnival Operator.

25. **Liability and Indemnification of the Park District.** It is expressly understood and agreed by and between the parties hereto that in no case shall the Owner/Park District be liable to the Carnival Operator, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusement rides provided by the Carnival Operator or by virtue of any act, error, or omission of Carnival Operator, whether same is caused by or results from the carelessness, negligence, or improper conduct of the Carnival Operator, its agents or employees or otherwise, said Carnival Operator hereby taking all risk and indemnifying Owner/Park District for any such damage or injury. To the fullest extent permitted by law, Carnival Operator shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Carnival Operator's activities, regardless of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in this Agreement for providing amusement rides and concessions, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Carnival Operator, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Carnival Operator shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Carnival Operator's breach of any of its obligations under, or Carnival Operator's default of, any provision of this Agreement. This provision shall

survive the termination of the Agreement.

26. **Independence of Carnival Operator.** It is expressly understood and agreed by and between the parties hereto that Carnival Operator is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Park District. Park District has no authority or control over any aspect of Carnival Operator's operations, except as provided in this Agreement. Carnival Operator is an entity entirely independent of Park District related only by the independent contractual terms of this Agreement.

27. **Warranties by the Park District.** It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Park District, and there are no verbal agreements whatsoever between the Park District and Carnival Operator, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

28. **Insurance.** The Carnival Operator, at its sole cost and expense, shall obtain and maintain the following forms of insurance:

Commercial General Liability including coverage for amusement rides, concessions, bodily injury, property Damage, contractual Liability, personal Injury, advertiser's liability, including violation of Trademark or copyright and discrimination.

In the event that any liquor is being sold, the policy shall include liquor liability coverage and Dram Shop coverage. If liquor is provided at no charge, the policy shall include host liquor liability coverage.

Such policy will contain the provision that the Park District is named as additional insured and that "coverage provided herewith shall be primary over any other insurance or self-insurance program available to the Park District for any liabilities arising in connection with this Agreement." Any insurance or self-insurance maintained by the Park District shall be excess of the Carnival Operator's insurance and shall not contribute with it.

The minimum limits acceptable for General Liability are \$2,000,000 per occurrence and \$3,000,000 annual aggregate.

In addition, the Carnival Operator shall have an Automobile Insurance policy providing coverage of not less than \$1,000,000 combined single limit for bodily injury and property damage for at least all owned, non-owned and hired vehicles.

Carnival Operator shall also have Statutory Workers' Compensation Insurance as well as Employer's liability with limits of not less than \$1,000,000 per occurrence and shall indemnify and hold harmless the Owner/Park District for any and all claims arising from the Carnival

Operator's employees. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the Park District for recovery of damages arising out of or incident to this Agreement.

All insurance shall be placed with companies approved to do business in the State of Illinois which shall have an AM Best rating at least an "A", and Financial Category of at least "VII". The Carnival Operator shall furnish the Park District with an originally signed Certificate of Insurance clearly demonstrating the above coverage requirements. Such certificate shall indicate not less than 30 days advance notice shall be provided to the Park District prior to cancellation, expiration or material alteration of any policy of insurance. The Park District is entitled to receive a copy of any policy of insurance covered by this Agreement within 30 days of such policy being issued.

Carnival Operator shall cause each subcontractor employed by Carnival Operator to purchase and maintain insurance of the type specified above. When requested by the Park District, Carnival Operator shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Should said insurance fail to provide a defense to Park District within ten (10) days of receiving Notice of Claim, irrespective of any rights of Park District hereunder, Carnival Operator agrees to pay all of Park District's attorneys' fees and costs together with liquidated damages of One Hundred and No Cents (\$100.00) Dollars, per day.

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

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

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

29. **Underground Utilities.** Carnival Operator shall not, nor will Carnival Operator allow any of its agents or employees to drive any stake, instrument, or object of any kind into the asphalt or grassy area of Premises without the written consent of Park District. It shall be the sole responsibility of the Carnival Operator to enforce this provision, and should any damages occur Park District will look to Carnival Operator for reimbursement.

30. **Storage.** Carnival Operator assumes all responsibility for all goods, materials, exhibits, displays, articles, rides, attractions, and other tangible personal property in

or on the Premises before, during or after the event and Park District assumes no responsibility for said items. Carnival Operator agrees that said goods, materials, exhibits, displays, articles, rides, attractions and other tangible personal property shall **not** be under the care, custody and control of the Park District. Carnival Operator agrees to assume all risk or loss of said property and will defend, indemnify and hold Owner/Park District harmless from any and all loss to said property.

31. **Safety Standards.** Carnival Operator agrees to comply with any safety standards expressed in Illinois Statutes, including, but not limited to, the Illinois Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 *et seq.*), or the rules promulgated thereby or required by the Illinois Department of Labor and to operate all rides and amusement devices according to the safety standards, rules and regulations therein prescribed and any other safety standards including the County's in which the premises are located which may be applicable and to furnish Park District with all safety inspection forms and reports as may be required.

32. **Personnel.** It shall be the obligation of Carnival Operator that all personnel employed by Carnival Operator will be appropriately uniformed, will keep themselves in a neat and clean condition, will deal courteously with patrons of Park District, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the Premises. Carnival Operator, upon request, will furnish a list, including names, date of birth and social security number of all personnel who will assemble, disassemble or operate the rides, whether such request occurs before, during or after the event. At the request of the Park District, Carnival Operator will remove from the performance of the work and services any employee or subcontractor of Carnival Operator who is incompetent, negligent, discourteous, destructive, or repeatedly fails to abide by Park District rules and regulations or specifications of this Agreement.

33. **Cancellation.** Park District reserves the unilateral right to cancel this Agreement for the public good in the Event of an act of God, inclement weather, natural disaster, bomb or threat or for other reasons as determined in the sole and arbitrary opinion of Park District, or in the event of any request by any Federal, State, County, or local agency for use of the Premises under such circumstances, it being understood and agreed by Carnival Operator that its rights hereunder are subordinate and inferior to the right of use by any Federal, State, County, local agency or department. Should the Park District exercise its rights to cancel this License, Carnival Operator agrees to forego any and all claims for damages against the Park District and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Carnival Operator shall have no recourse of any kind against Park District.

34. **Carnival Operator Failure to Appear.** Should the Carnival Operator fail to timely appear and set up for the event or fail to perform the conditions and requirements set forth in the Agreement, this Agreement shall be canceled and shall in all respects be deemed null and void, and Park District shall be entitled to Seventy-Five Thousand and No Cents (\$75,000.00) Dollars from Carnival Operator as agreed upon liquidated damages and not as penalty, it being understood and agreed by all parties that actual damages would be extremely



difficult to ascertain. Furthermore, should the Carnival Operator default in the performance of any of the terms and conditions of this Agreement, Park District, at its option, may cancel this Agreement and the relation of the parties shall be in all respects as if said terms had fully expired. Should Park District exercise its right to cancel this Agreement, Carnival Operator agrees to forego any and all claims for damages against Park District and further agrees to waive any and all rights which might arise by reason of this Agreement and the Carnival Operator shall have no recourse of any kind against Park District and the relation of the parties shall be in all respects as if said terms had fully expired. Additionally, Carnival Operator hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons or any defect, deficiency or impairment of the premises including, but not limited to electrical, telephone, plumbing, sewer and water or any part thereof furnished by Park District.

35. **Toxic Waste and Hazardous Material.** Carnival Operator agrees, at all material times Carnival Operator is on the Premises, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Illinois and Federal law. Carnival Operator shall be responsible for the safe handling and containment of any flammable liquids in compliance with applicable state and federal law. Any flammable liquids must be contained in OSHA, NFPA and Factory Mutual approved containers. Carnival Operator shall be responsible for the release of any oil, gasoline, sanitary waste or other pollutants.

36. **Electrical Equipment.** Carnival Operator shall furnish sufficient electrical generating equipment for all rides at no charge to the Park District. Park District agrees to provide electrical service to Carnival Operator where available. Carnival Operator agrees to reimburse Park District for such direct electrical use cost, at the conclusion of the Event.

37. **Nuisance.** Carnival Operator shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Park District's use of the Premises.

38. **Removal of Objectionable Amusement Rides.** Park District shall have complete discretion to remove from the Premises, or not permit within Premises, any and all rides, persons or events under the employ of or under contract with Carnival Operator or any other activity of Carnival Operator which in his opinion are detrimental to the public morals or which would adversely reflect on Park District. Should Park District exercise its rights hereof, Carnival Operator agrees to forego, any and all claims for damages against Park District as a result of Park District's actions.

39. **Default.** If Carnival Operator fails to abide by and perform all covenants, stipulations and conditions of this Agreement, Park District may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of the Carnival Operator thereunder forthwith.

40. **Notices.** Any notice which either party may or is required to give, shall be

given in writing and shall be given by mailing the same, postage prepaid, to Carnival Operator at the address shown below or Park District at the address shown below, or at such other places as may be designated by the parties from time to time.

Carnival Operator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Park District: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

41. **Method of Giving Notice.** All notices or other communications permitted or required to be given under this License shall be given in writing, and delivered to Park District or to the Carnival Operator in one of the following ways, at the option of the party giving the notice: (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as Federal Express; or (iv) by telecopy.

42. **Effective Date of Notices.** Notices delivered by hand delivery or by a nationally recognized overnight courier service such as Federal Express shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur. Notices sent by telecopy shall be effective on the date transmitted and received, provided that the receipt occurs prior to 5:00 p.m. eastern standard time.

43. **Venue.** The venue of any legal proceeding brought in connection with this Agreement shall be in the county in which the Park District is situated.

44. **Applicable Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of Illinois and no other.

45. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

46. **Waiver of Trial by Jury.** Park District and Carnival Operator hereby mutually, knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of who are collectively referred to below as the "parties") shall seek a jury trial in any suit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of action, course of dealing, statements, (whether verbal or written) or actions relating to this Agreement, including any tort claim or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the

inclusion of this provision is a material inducement for entering into this Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

47. **Alternative Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If the dispute cannot be settled through negotiation within a period of 60 days, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to binding arbitration. If they do not reach such solution through mediation, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be resolved by binding arbitration by the American Arbitration Association, under the Commercial Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the Park District entering into this Agreement. This provision shall survive termination of this Agreement.

48. **Severability and Enforceability.** The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

49. **Waiver.** The failure of Park District to insist on the strict performance of any one or more of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and that no waiver by Park District of any of the provisions hereof shall in any event be deemed to have been made unless the same be expressed in writing by Park District.

50. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

51. **Attorney's Fees.** Any reference to attorney's fees in this Agreement applies only to the indemnity given by Carnival Operator to Park District and not to any other term, provision, and condition thereof.

52. **Matters That Survive Terminations.** Unless otherwise provided in this

Agreement, all of the terms, provisions, representations and warranties, all remedies available to any party, shall survive termination of the Agreement.

53. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect.

54. **Termination.** Park District reserves the right to cancel this Agreement at any time without cause upon thirty (30) days advance notice or immediately if for cause as determined by Park District in its sole discretion.

55. **Construction of Agreement.** Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. Carnival Operator and Park District agree to the terms of the Agreement and have executed this Agreement freely and voluntarily. Thus, this Agreement shall not be construed more strictly against the Park District notwithstanding that it has been drafted by the Park District and the Park District's counsel.

56. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

57. **Other Conditions.** It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of the Park District.

58. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals the day and year first above written.

WHEATON PARK DISTRICT

[INSERT COMPANY NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

West's Smith-Hurd Illinois Compiled Statutes Annotated  
Chapter 70. Special Districts  
Park  
Act 1205. Park District Code  
Article 8. General Powers of Park Districts

70 ILCS 1205/8-23

1205/8-23. Criminal background investigations

Effective: August 20, 2021  
Currentness

§ 8-23. Criminal background investigations.

(a) An applicant for employment with a park district is required as a condition of employment to authorize an investigation to determine if the applicant has been convicted of any of the enumerated criminal or drug offenses in subsection (c) or (d) of this Section, or adjudicated a delinquent minor for any of the enumerated criminal or drug offenses in subsection (c) or (d) of this Section, or has been convicted, within 7 years of the application for employment with the park district, of any other felony under the laws of this State or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in this State, would have been punishable as a felony under the laws of this State. Authorization for the investigation shall be furnished by the applicant to the park district. Upon receipt of this authorization, the park district shall submit the applicant's name, sex, race, date of birth, and social security number to the Illinois State Police on forms prescribed by the Illinois State Police. The Illinois State Police shall conduct a search of the Illinois criminal history records database to ascertain if the applicant being considered for employment has been convicted of any of the enumerated criminal or drug offenses in subsection (c) or (d) of this Section, or adjudicated a delinquent minor for committing or attempting to commit any of the enumerated criminal or drug offenses in subsection (c) or (d) of this Section, or has been convicted of committing or attempting to commit, within 7 years of the application for employment with the park district, any other felony under the laws of this State. The Illinois State Police shall charge the park district a fee for conducting the investigation, which fee shall be deposited in the State Police Services Fund and shall not exceed the cost of the inquiry. The applicant shall not be charged a fee by the park district for the investigation.

(b) If the search of the Illinois criminal history record database indicates that the applicant has been convicted of any of the enumerated criminal or drug offenses in subsection (c) or (d), or adjudicated a delinquent minor for committing or attempting to commit any of the enumerated criminal or drug offenses in subsection (c) or (d), or has been convicted of committing or attempting to commit, within 7 years of the application for employment with the park district, any other felony under the laws of this State, the Illinois State Police and the Federal Bureau of Investigation shall furnish, pursuant to a fingerprint based background check, records of convictions or adjudications as a delinquent minor, until expunged, to the president of the park district. Any information concerning the record of convictions or adjudications as a delinquent minor obtained by the president shall be confidential and may only be transmitted to those persons who are necessary to the decision on whether to hire the applicant for employment. A copy of the record of convictions or adjudications as a delinquent minor obtained from the Illinois State Police shall be provided to the applicant for employment. Any person who releases any confidential information concerning any criminal convictions or adjudications as a delinquent minor of an applicant for employment shall be guilty of a Class A misdemeanor, unless the release of such information is authorized by this Section.



(c) No park district shall knowingly employ a person who has been convicted, or adjudicated a delinquent minor, for committing attempted first degree murder or for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following criminal offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30 (if convicted of a Class 4 felony), 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16 of the Criminal Code of 1961<sup>1</sup> or the Criminal Code of 2012; (ii) (blank); (iii) (blank); (iv) (blank); and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no park district shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.<sup>2</sup> No park district shall knowingly employ a person for whom a criminal background investigation has not been initiated.

(d) No park district shall knowingly employ a person who has been convicted of the following drug offenses, other than an offense set forth in subsection (c), until 7 years following the end of the sentence imposed for any of the following offenses: (i) those defined in the Cannabis Control Act,<sup>3</sup> except those defined in Sections 4(a), 4(b), 4(c), 5(a), and 5(b) of that Act;<sup>4</sup> (ii) those defined in the Illinois Controlled Substances Act;<sup>5</sup> (iii) those defined in the Methamphetamine Control and Community Protection Act;<sup>6</sup> and (iv) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. For purposes of this paragraph, “sentence” includes any period of supervision or probation that was imposed either alone or in combination with a period of incarceration.

(e) Notwithstanding the provisions of subsections (c) and (d), a park district may, in its discretion, employ a person who has been granted a certificate of good conduct under Section 5-5.5-25 of the Unified Code of Corrections<sup>7</sup> by the circuit court.

#### Credits

Laws 1947, p. 1292, § 8-23, added by P.A. 91-885, § 10, eff. July 6, 2000. Amended by P.A. 93-418, § 6, eff. Jan. 1, 2004; P.A. 94-556, § 935, eff. Sept. 11, 2005; P.A. 96-1551, Art. 2, § 950, eff. July 1, 2011; P.A. 97-700, § 5, eff. June 22, 2012; P.A. 97-1150, § 215, eff. Jan. 25, 2013; P.A. 99-884, § 5, eff. Aug. 22, 2016; P.A. 102-538, § 450, eff. Aug. 20, 2021.

#### Footnotes

1 720 ILCS 5/11-1.20, 5/11-1.30, 5/11-1.40, 5/11-1.50, 5/11-1.60, 5/11-6, 5/11-9, 5/11-14.3, 5/11-14.4, 5/11-15, 5/11-15.1, 5/11-16, 5/11-17, 5/11-18, 5/11-19, 5/11-19.1, 5/11-19.2, 5/11-20, 5/11-20.1, 5/11-20.1B, 5/11-20.3, 5/11-21, 5/11-30, 5/12-7.3, 5/12-7.4, 5/12-7.5, 5/12-13, 5/12-14, 5/12-14.1, 5/12-15, and 5/12-16.

2 705 ILCS 405/2-1 et seq.

3 720 ILCS 550/1 et seq.

4 720 ILCS 550/4 and 550/5.

5 720 ILCS 570/100 et seq.

6 720 ILCS 646/1 et seq.

7 730 ILCS 5/5-5.5-25.

70 I.L.C.S. 1205/8-23, IL ST CH 70 § 1205/8-23

Current through P.A. 103-583 of the 2023 Reg. Sess. Some statute sections may be more current, see credits for details.

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End of Document

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# FUNDWAYS OF ILLINOIS

330 W. Laura Dr., Addison, Illinois 60101 • Phone: 630-543-5430 • Fax: 630.543-5380

This agreement made February 14, 2024, by and between *FUNDWAYS OF ILLINOIS*, an Illinois corporation, Party of the First Part or "Fundways" and Wheaton Park District or 'Wheaton'; 102 East Wesley Street, Wheaton, IL 60187 Party of the Second part.

This is a three (3) year contract for the years of 2024, 2025 and 2026

**To Wit:** Wheaton agrees to furnish a location to be known as Wheaton Park District for the erection of and operation of a combination of rides, shows and concessions known as Fundways of Illinois. Wheaton also agrees to furnish and pay for any tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for the satisfactory operation, conduction and placing of all attractions and concessions (the location of which must be agreeable and acceptable to Fundways), also to furnish and pay for the following: sufficient police protection.

Wheaton also agrees to furnish all publicity (newspapers, radio, and television, and poster advertising) and further agrees to pay for and distribute the same.

Fundways further agrees to furnish all electrical connections and electric current for the power and illumination of all rides, shows and concessions and other exhibits necessary for the conduction of said engagement. Said current to be for the operation hours and to be supplied until all attractions are dismantled at the close of the engagement.

Wheaton also agrees to have on location, electrical service, water and portable toilets for Fundways employees available 2 days prior to opening. If streets are used for location of said attractions, Wheaton agrees to have them closed to traffic and parking 2 days prior to opening.

**IN CONSIDERATION OF THE ABOVE**, Fundways agrees:

To furnish, present and operate Midway attractions, consisting of amusement rides and concessions at Wheaton, IL for a period of 4 days, starting May 30th (hereinafter referred to as "opening" or "opening day") and ending June 2nd (hereinafter referred to as "closing" or "closing day"), also referred to as "year" or "term" 2024 for an event known as Cream of Wheaton Week (herein referred to as "engagement"). Dates for 2025 & 2026 are tentatively to be June 5-8, 2025 and June 4-7, 2026 both parties to confirm dates by December 1st of the preceding year.

To pay Wheaton the sum of two hundred dollars (\$210.00) for each game concession or game booth operated on the grounds during this engagement. In the event any concession or booth is closed or unable to operate, Fundways agrees to pay Wheaton the pro rated sum equal to the actual days operated.

To pay Wheaton thirty-nine percent (39%) of the net revenue derived from the sale of admission tickets at the various shows and rides up to \$100,000; forty-one percent (41 %) from \$100,001 to \$200,000 and forty-three percent (43%) for sales over \$200,000. For the purposes of this provision, net revenue shall mean gross revenue from admission tickets sales less any federal, state, county and/or local taxes and midway insurance costs.

The settlement for the concessions and booths is to be made on the closing day of the engagement. The settlement for the percentage on the shows and rides shall be made on the closing day of the engagement. Either party may terminate this agreement by giving the other party at least 90 days advance written notice delivered by certified mail. This agreement is fully assignable by *Fundways of Illinois*.

Wheaton Park District is responsible for the following services:

- To furnish and pay for all necessary licenses and permits that may be required for operation
- The handling of all festival advertising and promotions.
- Sufficient police protection and security.
- A 24-hour access to sanitary toilet facilities, starting Monday morning
- Trash receptacles for Midway clean-up operations.
- Parking area for semi-trailers, trucks and travel trailers.
- A 24-hour access to water for sanitary conditions on the midway.

**IT IS FURTHER UNDERSTOOD AND AGREED:**

Fundways assumes no liability for any damage or personal injury that may be directly or indirectly caused by streets or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. Fundways assumes no liability for reasonable or expected damage to landscape caused by the operation or set up of any of its equipment. Any large and unusual landscaping damage caused directly by the operation of equipment owned by Fundways will be the responsibility of Fundways. Fundways of Illinois holds harmless and indemnifies the Wheaton Park District, Inc from any accident, injury, damage or death resulting or arising from a ride, concession or attraction operated by Fundways of Illinois during their occupancy on Festival grounds.



# FUNDWAYS OF ILLINOIS

It is understood and agreed that there shall be no other riding devices (excluding pony rides) other than those furnished by Fundways. Additionally, prohibited attractions shall include, but are not limited to virtual reality, arcade games, Space Ball and orbitron.

Hours for the festival are as follows:

- Thursday, May 30, 2024 4pm-10pm
- Friday, May 31, 2024 4pm-11pm
- Saturday, June 1, 2024 Noon-11pm
- Sunday, June 2, 2024 1pm-8pm

'Pay One Price' Ride Specials shall be on the following days and times:

- Thursday, May 30, 2024 4pm-10pm
- Saturday, June 1, 2024 Noon-5pm
- Sunday, June 2, 2024 1pm-5pm

Advance Sale: Unlimited Rides at the 2024 Cream of Wheat Festival on sale for \$25.00 per person, per day when you purchase online before May 30th, 2024 by 4:00 PM CST. Wristbands will be available for purchase at the event for \$30.00 per person, per day. One arm band per person, per day during set wristband hours. Ride heights restrictions apply. No refunds offered due to inclement weather.

Ticket Prices for the 2024 Carnival Season are as follows: Single Tickets \$1.25; Family Pack (18 Coupon Sheet) \$20; (40 Coupon Sheet) \$40.

Hours and specials for 2025 & 2026 to be agreed upon no later than January 15th of each year.

That this agreement in part or entirety is subject to strikes, suspension of electrical services, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto. Either party may terminate this agreement by giving the other party at least 90 days advance written notice delivered by certified mail.

In the event that the sponsoring organization is required to file any disclosure report with a state, county or municipal board of elections or similar regulatory agency, the sponsoring organization shall categorize all funds received from Fundways of Illinois or its affiliates under the Illinois Election Code (10 ILCS 5/9-11.9) as proceeds received by such organization from: (a) the sale of tickets for each dinner, luncheon, cocktail party, rally and other fund raising events; or (b) mass collections made at such events. In no event shall any funds received from Fundways of Illinois or its affiliates be considered or categorized as a political or individual contribution to the sponsoring organization.

Wheaton agrees to use its influence to keep all attractions of this nature from exhibiting in or in the vicinity of or at this location Memorial Park; Wheaton, IL for 30 days prior to this event until after termination of this agreement. Both parties agree to work together to make this event a success. The committee and/or sponsoring organization and its members further agree not to change its legal identity and/or authority for the purpose of seeking a release from or otherwise compromising its obligations under this contract.

The laws of the State of Illinois shall govern the terms and conditions of this agreement. Any lawsuit filed to enforce the terms and conditions of this agreement shall be brought in the Circuit Court of DuPage County. In the event of such legal action, Fundways shall be entitled to recover its attorney's fees and costs incurred.

Fundways will provide and service at minimum three (3) ATMs, two (2) for the Midway and one (1) to be located at Memorial Park.

5. **Carnival Operator Representative.** At all times during the term of this Agreement, Carnival Operator or any of Carnival Operator's personnel are present on the premises, there shall also be present a "Representative" of Carnival Operator who shall be fluent in English and responsible for Carnival Operator's operations under this Agreement and the conduct of its personnel.

6. **Shows.** Absolutely no shows of any type shall be permitted.

7. **No Interest in Property.** Carnival Operator's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The Parties further agree that Carnival Operator's rights hereunder shall not be construed as an easement, or any other interest in real property.

8. **Operation of Amusement Rides and Concessions.** During the term of this Agreement, Carnival Operator shall erect and operate the aforementioned amusement rides and concessions. Carnival Operator will operate such rides as are provided for this Agreement on a daily basis for the period each day as set by Park District.

9. **Ownership and Condition of Premises.** Park District covenants that it is authorized to enter into this agreement and that said Premises are to the best knowledge and belief of Park District in good repair and suitable for Carnival Operator's purposes described herein. However, Carnival Operator is solely responsible for determining if the Premises are safe and suitable for any Carnival Operator equipment, ride, concession, activity, or purpose contemplated by this Agreement, and that Park District is relying on Carnival Operator's representation that the Premises are safe and suitable for any and all of Carnival Operator's equipment, rides, concessions, and activities in contracting with Carnival Operator. Further, Carnival Operator agrees to restrict its use to the furnishing of the aforementioned amusement rides and concessions, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the express written consent of the Park District.

10. **Status of Name, Address, and Guaranty.** The Carnival Operator represents and warrants that the legal name, as contained in this Agreement, along with all other information in this Agreement are accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. Carnival Operator further represents and warrants that the representative who has signed the Agreement has full, complete and absolute authority to bind the Carnival Operator. If the Carnival Operator is a corporation, it warrants and represents that it is in good standing and active, and if it is not an Illinois Corporation, it warrants and represents that it is authorized to do business in the State of Illinois. Any change in the Carnival Operator's legal name, fictitious or trade name, address, or telephone number shall be forwarded to the Park District as provided in the notice provision of this Agreement, in writing, within three (3) days after the change. Furthermore, the individual executing this Agreement on behalf of the Carnival Operator absolutely, personally, unconditionally, and continually warrants and guarantees Carnival Operator's full and faithful performance and payment of all obligations under this License.

11. **Condition of Premises.** Carnival Operator agrees to quit and surrender the Premises and all equipment therein to Park District at the end of the term of this Agreement in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only excepted.

12. **Rules and Regulations.** Carnival Operator agrees to abide by and conform to all rules and regulations from time to time adopted or prescribed by Park District, for the governance and management of Premises.

13. **Alcoholic Beverages.** Carnival Operator agrees to not cause or allow alcoholic

beverages of any kind to be sold, given away, or used upon Premises except after obtaining the express written consent of Park District. In such event, Carnival Operator shall possess the necessary liquor license and permit.

14. **Improvements.** Carnival Operator agrees to make only those alterations, additions, or improvements, in, to, or about Premises which have been approved in advance and in writing by Park District.

15. **Damage to Premises.** Carnival Operator agrees to not injure, nor mar, nor in any manner deface Premises or any equipment contained therein, and to not cause or permit anything to be done whereby Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any alterations of any kind to said building or equipment contained therein; that if said premises or any portion of said building or any equipment contained therein during the term of this Agreement shall be altered in any manner and/or damaged by the act, default or negligence of Carnival Operator, or of the Carnival Operator's agents, employees, patrons, guests or of any person admitted to premises, Carnival Operator shall cause Premises and/or equipment to be returned to their condition as existed upon the execution hereof. The Carnival Operator hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Carnival Operator or by or with the consent of any person acting for or in behalf of said Carnival Operator.

16. **Ride Operators.** Carnival Operator agrees to furnish competent, qualified ride operators on each ride.

17. **Dogs.** Carnival Operator shall not allow any of its employees, agents or any person associated with Carnival Operator to bring, or keep on the Park District's premises, any dogs; with the exceptions of authorized "service animals" as defined under the Americans With Disabilities Act.

18. **Tickets.** Carnival Operator agrees to provide ticket sellers and change for ride ticket booths as well as the actual tickets for amusement rides and concessions.

19. **Removal of Amusement Rides and Concessions.** Carnival Operator shall furnish at its own expense all personnel required to erect, operate, dismantle, and remove all amusement rides and concessions and other equipment on the premises.

20. **Ordinances and Statutes.** Carnival Operator shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, with the terms of this Agreement, all relevant health and fire codes and all trademark, copy right and other intellectual property laws. Carnival Operator agrees that at all times it will conduct its activities with full regard for public safety and in compliance with the Illinois Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 et seq.) Carnival Operator also shall not use, store or permit to be used or stored in or on any part of Premises covered by this Agreement any substance or item prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Illinois.

21. **Licenses and Permits.** It shall be the full and sole responsibility of Carnival Operator to obtain and pay for all Federal, State, County, and other licenses, permits and inspections that may be required to operate their amusement rides and concessions and, furthermore, Carnival Operator shall provide proof to the Park District that all appropriate licenses, permits and inspections have been obtained.

22. **Assignment and Sublicensing.** This Agreement is personal between Park District

and Carnival Operator. Carnival Operator shall not assign any portion of this Agreement or sublicense any portion of Premises or assign responsibility for provision of amusement rides and concessions without the express written consent of Park District.

23. **Lien.** Park District shall have the first lien against all property of Carnival Operator for all unpaid fees, expenses, damages to property and any taxes due to the Agreement. Park District is empowered to impound any and all property of Carnival Operator. Park District shall have the right to sell said property at public auction and to apply the proceeds from such auction to the unpaid fees or charges due Park District. Carnival Operator agrees to waive any and all claims for damages against Park District or its agents for the seizure, prevention, or removal of the Carnival Operator or Carnival Operator's property from being removed from premises.

24. **Entry and Inspection.** Carnival Operator's use of Premises is non-exclusive, and Park District may enter at any time and for any purpose while Carnival Operator is utilizing Premises or at any other time. Carnival Operator shall inspect the premises prior to each use and promptly notify Park District of any dangerous, hazardous, or defective condition observed by Carnival Operator.

25. **Liability and Indemnification of the Park District.** It is expressly understood and agreed by and between the parties hereto that in no case shall the Owner/Park District be liable to the Carnival Operator, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusement rides provided by the Carnival Operator or by virtue of any act, error, or omission of Carnival Operator, whether same is caused by or results from the carelessness, negligence, or improper conduct of the Carnival Operator, its agents or employees or otherwise, said Carnival Operator hereby taking all risk and indemnifying Owner/Park District for any such damage or injury. To the fullest extent permitted by law, Carnival Operator shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Carnival Operator's activities, regardless of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in this Agreement for providing amusement rides and concessions, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Carnival Operator, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Carnival Operator shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Carnival Operator's breach of any of its obligations under, or Carnival Operator's default of, any provision of this Agreement. This provision shall survive the termination of the Agreement.

26. **Independence of Carnival Operator.** It is expressly understood and agreed by and between the parties hereto that Carnival Operator is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Park District. Park District has no authority or control over any aspect of Carnival Operator's operations, except as provided in this Agreement. Carnival Operator is an entity entirely independent of Park District related only by the independent contractual terms of this Agreement.

27. **Warranties by the Park District.** It is further expressly understood and

agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Park District, and there are no verbal agreements whatsoever between the Park District and Carnival Operator, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

28. **Insurance.** The Carnival Operator, at its sole cost and expense, shall obtain and maintain the following forms of insurance:

Commercial General Liability including coverage for amusement rides, concessions, bodily injury, property Damage, contractual Liability, personal Injury, advertiser's liability, including violation of Trademark or copyright and discrimination.

In the event that any liquor is being sold, the policy shall include liquor liability coverage and Dram Shop coverage. If liquor is provided at no charge, the policy shall include host liquor liability coverage.

Such policy will contain the provision that the Park District is named as additional insured and that "coverage provided herewith shall be primary over any other insurance or self-insurance program available to the Park District for any liabilities arising in connection with this Agreement." Any insurance or self-insurance maintained by the Park District shall be excess of the Carnival Operator's insurance and shall not contribute with it.

The minimum limits acceptable for General Liability are \$2,000,000 per occurrence and \$3,000,000 annual aggregate.

In addition, the Carnival Operator shall have an Automobile Insurance policy providing coverage of not less than \$1,000,000 combined single limit for bodily injury and property damage for at least all owned, non-owned and hired vehicles.

Carnival Operator shall also have Statutory Workers' Compensation Insurance as well as Employer's liability with limits of not less than \$1,000,000 per occurrence and shall indemnify and hold harmless the Owner/Park District for any and all claims arising from the Carnival Operator's employees. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the Park District for recovery of damages arising out of or incident to this Agreement.

All insurance shall be placed with companies approved to do business in the State of Illinois which shall have an AM Best rating at least an "A", and Financial Category of at least "VII". The Carnival Operator shall furnish the Park District with an originally signed Certificate of Insurance clearly demonstrating the above coverage requirements. Such certificate shall indicate not less than 30 days advance notice shall be provided to the Park District prior to cancellation, expiration or material alteration of any policy of insurance. The Park District is entitled to receive a copy of any policy of insurance covered by this Agreement within 30 days of such policy being issued.

Carnival Operator shall cause each subcontractor employed by Carnival Operator to purchase and maintain insurance of the type specified above. When requested by the Park District, Carnival Operator shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Should said insurance fail to provide a defense to Park District within ten (10) days of receiving Notice of Claim, irrespective of any rights of Park District hereunder, Carnival Operator agrees to pay all of Park District's attorneys' fees and costs together with liquidated damages of One Hundred and No Cents (\$100.00) Dollars, per day.

Failure of Park District to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from

evidence that is provided shall not be construed as a waiver of Carnival Operator's obligation to maintain such insurance.

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

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

29. **Underground Utilities.** Carnival Operator shall not, nor will Carnival Operator allow any of its agents or employees to drive any stake, instrument, or object of any kind into the asphalt or grassy area of Premises without the written consent of Park District. It shall be the sole responsibility of the Carnival Operator to enforce this provision, and should any damages occur Park District will look to Carnival Operator for reimbursement.

30. **Storage.** Carnival Operator assumes all responsibility for all goods, materials, exhibits, displays, articles, rides, attractions, and other tangible personal property in or on the Premises before, during or after the event and Park District assumes no responsibility for said items. Carnival Operator agrees that said goods, materials, exhibits, displays, articles, rides, attractions and other tangible personal property shall not be under the care, custody and control of the Park District. Carnival Operator agrees to assume all risk or loss of said property and will defend, indemnify and hold Owner/Park District harmless from any and all loss to said property.

31. **Safety Standards.** Carnival Operator agrees to comply with any safety standards expressed in Illinois Statutes, including, but not limited to, the Illinois Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 et seq.), or the rules promulgated thereby or required by the Illinois Department of Labor and to operate all rides and amusement devices according to the safety standards, rules and regulations therein prescribed and any other safety standards including the County's in which the premises are located which may be applicable and to furnish Park District with all safety inspection forms and reports as may be required.

32. **Personnel.** It shall be the obligation of Carnival Operator that all personnel employed by Carnival Operator will be appropriately uniformed, will keep themselves in a neat and clean condition, will deal courteously with patrons of Park District, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the Premises. Carnival Operator, upon request, will furnish a list, including names, date of birth and social security number of all personnel who will assemble, disassemble or operate the rides, whether such request occurs before, during or after the event. At the request of the Park District, Carnival Operator will remove from the performance of the work and services any employee or subcontractor of Carnival Operator who is incompetent, negligent, discourteous, destructive, or repeatedly fails to abide by Park District rules and regulations or specifications of this Agreement.

33. **Cancellation.** Park District reserves the unilateral right to cancel this Agreement for the public good in the Event of an act of God, inclement weather, natural disaster, bomb or threat or for other reasons as determined in the sole and arbitrary opinion of Park District, or in the event of any request by any Federal, State, County, or local agency for use of the Premises under such circumstances, it being understood and agreed by Carnival Operator that its rights hereunder are subordinate and inferior to the right of use by any Federal, State, County, local agency or department. Should the Park District exercise its rights to cancel this License, Carnival Operator agrees to forego any and all claims for damages against the Park District and further agrees to waive any and all rights which

might arise by reason of the terms of this License and the Carnival Operator shall have no recourse of any kind against Park District.

34. **Carnival Operator Failure to Appear.** Should the Carnival Operator fail to timely appear and set up for the event or fail to perform the conditions and requirements set forth in the Agreement, this Agreement shall be canceled and shall in all respects be deemed null and void, and Park District shall be entitled to Seventy-Five Thousand and No Cents (\$75,000.00) Dollars from Carnival Operator as agreed upon liquidated damages and not as penalty, it being understood and agreed by all parties that actual damages would be extremely difficult to ascertain. Furthermore, should the Carnival Operator default in the performance of any of the terms and conditions of this Agreement, Park District, at its option, may cancel this Agreement and the relation of the parties shall be in all respects as if said terms had fully expired. Should Park District exercise its right to cancel this Agreement, Carnival Operator agrees to forego any and all claims for damages against Park District and further agrees to waive any and all rights which might arise by reason of this Agreement and the Carnival Operator shall have no recourse of any kind against Park District and the relation of the parties shall be in all respects as if said terms had fully expired. Additionally, Carnival Operator hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons or any defect, deficiency or impairment of the premises including, but not limited to electrical, telephone, plumbing, sewer and water or any part thereof furnished by Park District.

35. **Toxic Waste and Hazardous Material.** Carnival Operator agrees, at all material times Carnival Operator is on the Premises, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Illinois and Federal law. Carnival Operator shall be responsible for the safe handling and containment of any flammable liquids in compliance with applicable state and federal law. Any flammable liquids must be contained in OSHA, NFPA and Factory Mutual approved containers. Carnival Operator shall be responsible for the release of any oil, gasoline, sanitary waste or other pollutants.

36. **Electrical Equipment.** Carnival Operator shall furnish sufficient electrical generating equipment for all rides at no charge to the Park District. Park District agrees to provide electrical service to Carnival Operator where available. Carnival Operator agrees to reimburse Park District for such direct electrical use cost, at the conclusion of the Event.

37. **Nuisance.** Carnival Operator shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Park District's use of the Premises.

38. **Removal of Objectionable Amusement Rides.** Park District shall have complete discretion to remove from the Premises, or not permit within Premises, any and all rides, persons or events under the employ of or under contract with Carnival Operator or any other activity of Carnival Operator which in his opinion are detrimental to the public morals or which would adversely reflect on Park District. Should Park District exercise its rights hereof, Carnival Operator agrees to forego, any and all claims for damages against Park District as a result of Park District's actions.

39. **Default.** If Carnival Operator fails to abide by and perform all covenants, stipulations and conditions of this Agreement, Park District may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of the Carnival Operator thereunder forthwith.

40. **Notices.** Any notice which either party may or is required to give, shall be given in writing and shall be given by mailing the same, postage prepaid, to Carnival Operator at the address shown below or Park District at the address shown below, or at such other places as may be designated by the parties from time to time.

**Carnival Operator:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Park District:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

41. **Method of Giving Notice.** All notices or other communications permitted or required to be given under this License shall be given in writing, and delivered to Park District or to the Carnival Operator in one of the following ways, at the option of the party giving the notice: (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as Federal Express; or (iv) by telecopy.

42. **Effective Date of Notices.** Notices delivered by hand delivery or by a nationally recognized overnight courier service such as Federal Express shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur. Notices sent by telecopy shall be effective on the date transmitted and received, provided that the receipt occurs prior to 5:00 p.m. eastern standard time.

43. **Venue.** The venue of any legal proceeding brought in connection with this Agreement shall be in the county in which the Park District is situated.

44. **Applicable Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of Illinois and no other.

45. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

46. **Waiver of Trial by Jury.** Park District and Carnival Operator hereby mutually, knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of who are collectively referred to below as the "parties") shall seek a jury trial in any suit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of action, course of dealing, statements, (whether verbal or written) or actions relating to this Agreement, including any tort claim or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

47. **Alternative Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If the dispute cannot be settled through negotiation within a period of 60 days, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to binding arbitration. If they do not reach such solution through mediation, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be resolved by binding arbitration by the American Arbitration



Association, under the Commercial Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the Park District entering into this Agreement. This provision shall survive termination of this Agreement.

48. **Severability and Enforceability.** The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

49. **Waiver.** The failure of Park District to insist on the strict performance of any one or more of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and that no waiver by Park District of any of the provisions hereof shall in any event be deemed to have been made unless the same be expressed in writing by Park District.

50. **Singular and Plural.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

51. **Attorney's Fees.** Any reference to attorney's fees in this Agreement applies only to the indemnity given by Carnival Operator to Park District and not to any other term, provision, and condition thereof.

52. **Matters That Survive Terminations.** Unless otherwise provided in this Agreement, all of the terms, provisions, representations and warranties, all remedies available to any party, shall survive termination of the Agreement.

53. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect.

54. **Termination.** Park District reserves the right to cancel this Agreement at any time without cause upon thirty (30) days advance notice or immediately if for cause as determined by Park District in its sole discretion.

55. **Construction of Agreement.** Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. Carnival Operator and Park District agree to the terms of the Agreement and have executed this Agreement freely and voluntarily. Thus, this Agreement shall not be construed more strictly against the Park District notwithstanding that it has been drafted by the Park District and the Park District's counsel.

56. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

57. **Other Conditions.** It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of the Park District.

58. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) with respect to claims by third parties.

IN **WITNESS WHEREOF**, the Parties hereto have hereunto set their hands and seals the day and year first above written.

**WHEATON PARK DISTRICT**

By: \_\_\_\_\_

**FUNDWAYS OF ILLINOIS**

By: \_\_\_\_\_

# **J.B.R. Inc. dba Fundways of Illinois, Inc.**

**330 W. Laura Drive**

**Addison, IL. 60101**

**Office: (630) 543-5430**

**Fax: (630) 543-5380**

**E-Mail: [fundwaysofillinois@msn.com](mailto:fundwaysofillinois@msn.com)**

**Web page: [www.fundwaysofil.com](http://www.fundwaysofil.com)**

**Member OABA, Showman's League of America**

## **References**

**Ms. Peggy DiFazio  
Director of Special Events  
Village of Melrose Park  
708-343-4000 ex 148**

**Mr. Josh Peacock  
Finance Director  
Village of Streamwood  
630-736-3815**

**Mr. Michael Neri  
Event Coordinator and Director  
Taste of Elmwood Park  
773-858-1323**

**Mr. Marc Hoarle  
Taste of Roselle  
630-957-8210**

**Ms. Julie Russell  
President Grundy County Fair  
Grundy County Fair  
815-263-9224**



SALERNO'S

*Windy City Amusements, Inc.*



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**Proposal for  
Wheaton Park District  
Taste of Wheaton**

**Tony and Ruth Salerno**

**May 30–June 2, 2024, June 5-8, 2025 & June 4-7, 2026**

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Windy City would like to change the carnival hours to the following: Thursday 5-10pm, Friday 5-10pm, Saturday 1-10pm and Sunday 1-8pm. We are trying to keep the hours under control so that we do not have to pay overtime hours as these same employees are also there to set up and take down the rides for the event. At other events we close at 10pm and the Police Department like the idea so the teenagers disburse earlier.

We will pay the Sponsor 30% of the first \$100,000. ride gross, 33% from \$100,001 through \$150,000., 35% from \$151,000 through \$200,000 and 37% on anything over \$200,001. We will also pay Sponsor \$150. per game and food booth that we bring to your event.

Ticket pricing is \$1 per ticket, 20 tickets for \$20 and 44 tickets for \$40.

Pay One Price Wristband Specials will be offered on Thursday 5:30-9:30pm and Saturday and Sunday from 1-5pm for \$30 per person per session. Presale wristbands can be sold for \$25 and need to end before we arrive in Wheaton for the event and a report needs to be given to the mobile office manager on location. As per our communication via email, the school gets \$3 for each wristband presold for a net of \$22 per presale wristband, this \$22 each will go to Windy City with no percentage paid to the Sponsor. If deemed necessary, Windy City may run evening wristbands on Friday and/or Saturday from 5:30-9:30pm for \$35 per person. Yearly rates may be subject to change to reflect Windy City's current pricing.

No employees will be living on site, there will be no bunkhouses.

We will furnish uniformed ride attendants and ride foremen at the festival at all times. Criminal background checks as required by the State of Illinois are run on all carnival employees through the Illinois State Police. Drug test are randomly performed several times throughout the season. All personnel are run through the National Sex Offender Registry prior to being allowed to work on our midway. We will supply a list of employees prior to the start of the event to the local police department and/or event Sponsor. Also, our H-2B workers have been checked and cleared through the Department of Homeland Security and many of them have worked for our company for almost 10 years. Proof of the Criminal Background checks are held in our mobile office which will be onsite.

We will furnish and operate all rides and attractions within the carnival area. All rides have been inspected and permitted to operate in the State of Illinois, per the State of Illinois Department of Labor requirement. All mechanical rides will have the State of Illinois permit sticker attached to the ride. All rides will have height signs with the height requirements clearly marked. We also have measuring locations for the families to

measure their children

We will provide the following rides: Zipper, Himalaya, Zero Gravity, Cliffhanger, Rock Star, Sizzler, Century Wheel, Merry-Go-Round, Dragon Wagon, Bear Affair, Train, Teacups, Dinosaurs, Mini Enterprise, Motorcycle, Slide & Fun House. All of the rides have height requirements and restrictions per manufacturer. All height requirements are clearly posted on the Bee Wize check your size signs located in front of each ride. Rides require between 3 to 6 tickets per person. The Bee Wize signs are designed for the children to be able to measure themselves to see if they are tall enough to ride each ride or not. This ride list may be subject to change and is limited to what rides will fit into the location and be can safely operated in this area.

We will provide a variety of carnival games for children though adults, such as the Duck Pond and Mini Basketball for children. Shoot Out the Star and Balloon Darts for children and adults. We also provide group games such as the Water Race for all ages. We are planning to bring between 4 to 8 games.

We will bring 2 food trailers to the event. One trailer sells cotton candy, popcorn, corn dogs, hotdogs, nachos, snow cones, caramel apples, etc. and other carnival snacks and the other trailer sells funnel cakes, lemon shake ups, fried Twinkies, fried Oreos etc. We will provide our own Health Department permits for the event.

I have attached a sample copy of one of our Certificate of Insurance that was issued to the City of Aurora which will show our coverage. As you will see, our policy renews mid-March and we will be able to order Certificates at that time. We will name the Wheaton Park District, City of Wheaton, IL., Wheaton Chamber of Commerce and the DuPage County Highway Department as additional insured as well as certificate holder.

We will provide 6 self-service automated ticket machines as well as 3 ATM machines within the carnival area. These are in addition to the main ticket booths where the ride tickets and wristbands are sold. The automated ticket machines help to increase the ride gross by making it more convenient to purchase tickets at various locations without having to walk all the way back to the main ticket booth. We do not have any that are only ATM machines. If the Memorial Park is adjacent to the carnival area, we will try to put one as close to the Park area as possible.

In regards to the additional park district events (July 3<sup>rd</sup> & Cosley Zoo in October), we will be unable to service these additional events. For July 3<sup>rd</sup> we already have 2 festivals that week and it would be unfair to those events to take anything away from them just as you would not want us to take away from your event. The October event does not seem to be financially a good fit considering the number of hours for the event.

If we are given this contract, equipment will arrive late Sunday into early morning on Monday. We would need access to portable toilets and water service on Tuesday morning. We will bring our own generators to power all of our equipment for the event.

Thank you for this opportunity and please feel free to contact us with any questions that you may have.

Sincerely,

Anthony Salerno





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2023

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

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

<b>PRODUCER</b> McGowan Allied Specialty Insurance 140 Fountain Parkway North Suite 570 St. Petersburg OH 33716	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 7275473062 FAX (A/C, No): 440-333-3214 E-MAIL: lcummings@mcgowanallied.com ADDRESS: lcummings@mcgowanallied.com
<b>INSURED</b> Windy City Amusements, Inc. 914 W Main Street Saint Charles IL 60174	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Everest National Ins. Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

License#: 973  
WINDCIT-04NAIC #  
10120**COVERAGES**

CERTIFICATE NUMBER: 1617180020

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	SI8ML02880-231	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8ML02880-231	3/18/2023	3/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y Y	SI8EX02296-231	3/18/2023	3/18/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Aurora and Fox Valley United Way as respects to the negligence of the named insured only. Hold harmless agreement per contract between the named insured and the additional insured applies.  
Dates: 09/17/2023 - 09/25/2023

**CERTIFICATE HOLDER****CANCELLATION**City of Aurora  
44 East Downer Place  
Aurora IL 60607

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

AUTHORIZED REPRESENTATIVE

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SALERNO's  
Windy City Amusements, Inc.



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Tony and Ruth Salerno

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References

Oswegoland Park District  
Kristie Vest  
kvest@oswegolandpd.org

LaGrange Business Association  
Steve Palmer  
spalmerpvi@gmail.com

Norridge Park District  
Annemarie Flaherty  
annemarie@norridgepk.com

Skokie Park District  
Michelle Tuft  
Mtuft@skokieparks.org

Lake Forest Days  
Tom Glover  
emailtomglover@gmail.com

Vernon Hills Park District  
Jeff Fougrousse  
jeff@vhparkdistrict.org

TO: Board of Commissioners

FROM: Dan Novak, Director of Athletics  
Carloyn Wilkin, Special Event Manager

THROUGH: Michael Benard, Executive Director

RE: Fireworks Display 3 Year Agreement 2024 - 2025 - 2026

DATE: March 20, 2024



---

**SUMMARY:**

Wheaton Park District requested a three-year proposal for the annual July 3rd pyrotechnic display. Requests were sent to five vendors, and we received proposals from RKM Fireworks Company and Pyrotecnico.

Parameters for this proposal were a budget not to exceed \$29,000 for the first year with a minimum display length of 25 minutes. The proposal specifically noted that the vendor is not allowed to use subcontractors in the set up or firing of the fireworks display and the vendor must ultimately be responsible for the thorough cleanup of all shells in the surrounding area immediately following the show. The proposal required that the display comply with the National Fire Protection Association Code (NFPA) 1123.

Proposals provided a description of all fireworks to be used during the show, including:

- Type & Size of Pyrotechnic Effects Show Design Components
- Opening Segment, Main Body, Grand Finale, and Special Effect Multi Shots

Vendor	RKM Fireworks	Pyrotecnico
Opening	Included in Main Body	136 Shells
Main Body	636 Shells	530 Shells
Finale	406 Shells	308 Shells
<b>Total Shells</b>	<b>1,042 Shells</b>	<b>974 Shells</b>
<b>Exhibition Boxes</b>	<b>24 Boxes   3,216 Shots / Effects</b>	<b>923 Barrage Shots</b>

Shell Size	RKM Fireworks	Pyrotecnico
2.5 Inch	216 Shells	196 Shells
3 Inch	504 Shells	300 Shells
4 Inch	244 Shells	275 Shells
5 Inch	78 Shells	203 Shells
<b>Total Shells</b>	<b>1,042 Shells</b>	<b>974 Shells</b>

The term "shell" refers to a high aerial, single explosive. The term "shot" refers to a multi explosive with low level affects. The charts above favor RKM Fireworks in respect to the highest count in both shells and shots within a 25-minute display.



Each vendor was aware of the challenges faced for ultimate viewing at Graf Park due to possible obstruction due to tree lines, overpass, and water tower. The building of a firework display is an art and as such becomes the "canvas" the individual artist prepares. Each vendor has their own artistry and own level of professionalism in arranging a show or canvas.

References have been reviewed. RKM Fireworks came highly recommend from our previous vendor, Johnny Rockets, who retired after the 2023 season. Additional references come from South Bend, Donnell Lake Conservation Club, and Eagle Lake. Feedback from RKM Fireworks' references include that of attention to safety in every detail and success in obtaining appropriate licensing through the State of Illinois and respective fire departments.

**PREVIOUS COMMITTEE/BOARD ACTION:**

March 2016, the board approved Johnny Rockets to produce the 2016 show. April 2017, the board meeting brought approval for Johnny Rockets to produce the 2017 & 2018 July 3rd firework displays with a two-year agreement. In January of 2019, the board approved Johnny Rockets as our vendor for a three-year agreement. Based on artistry and level of professionalism in arranging a show for all to enjoy, the board again approved an agreement with Johnny Rockets for a \$25,000 show in April of 2023.

**REVENUE OR FUNDING IMPLICATIONS:**

The firework display is budgeted within the special event operational budget. In addition, the City of Wheaton provides financial support.

**LEGAL REVIEW:**

District Legal Counsel will provide a service contract that includes insurance and indemnification language appropriate to this activity. Counsel also provided a memorandum outlining a fireworks competitive bidding analysis.

**ATTACHMENTS:**

- Fireworks competitive bidding analysis – Legal review
- Draft contract agreement
- Proposals from RKM Fireworks and Pyrotecnico

**RECOMMENDATION:**

Staff seeks board approval for a three-year agreement with RKM Fireworks Company as our July 3<sup>rd</sup> fireworks vendor.

## WHEATON PARK DISTRICT FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and \_\_\_\_\_, an Illinois \_\_\_\_\_ ("Contractor"). Park District and Contractor are hereinafter sometimes referred to individually a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, the Park District desires to contract for a fireworks display for \_\_\_\_\_; and

WHEREAS, Contractor has the personnel, qualifications, training, experience, knowledge and equipment to safely and efficiently discharge fireworks displays and is willing to provide such services to the Park District.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Fireworks Display.** Contractor shall furnish the Park District with an exhibition of fireworks on \_\_\_\_\_, at \_\_\_\_\_ p.m. at such site as agreed upon by both Parties, in accordance with the Agreement (the "Fireworks Display"). Except as otherwise specifically provided in this Agreement, Contractor shall perform all services generally relating to or affecting the delivery of the Fireworks Display. Contractor shall discharge the Fireworks Display in a diligent and safe manner consistent with generally accepted practices in the firework display industry in the United States.

2. **Fee.** The Park District agrees to pay Contractor as a fee for production of the Fireworks Display in an amount equal to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Fee"). Such Fee shall be paid immediately following the discharge of the Fireworks Display.

3. **Personnel.** Contractor shall provide a trained and experienced lead pyrotechnician to supervise the Contractor's setup, discharge, post firing, and clean-up of the Fireworks Display, and shall provide such additional technicians and assistants as may be necessary for the safe and timely setup, discharge, and post-firing clean-up of the Fireworks Display. Contractor shall pay all wages, federal and state taxes, occupational license tax, benefits, (including unemployment, disability, social security) and Contractor shall indemnify the hold the Park District harmless against any liability for any such payments.

4. **Permits and Licenses.** Contractor shall procure, and timely provide the Park District with evidence of a validly existing appropriate fireworks permit for the Fireworks Display as required by law. Contractor shall, at its own expense, procure and timely provide the Park District with evidence of all other federal, state, and local permits and licenses necessary for the transportation, storage and discharge of pyrotechnic materials for the Fireworks Display. Contractor shall be responsible for and shall comply with all laws, rules, ordinances, or regulations of any and all governmental

authorities having jurisdiction over the Fireworks Display, including, but not limited to, the Illinois Fireworks Use Act (425 ILCS 35). Contractor, subject to the provisions of Section 5 of this Agreement, shall have sole and complete responsibility for safety conditions at the firing site during setup, discharge, and cleanup of the Fireworks Display site.

5. **Security.** The Park District shall, at its own expense, provide adequate security personnel and barricades as reasonably required to preclude unauthorized persons from entering the area designated by Contractor as the area for discharge of the Fireworks Display ("Security Zone"). The Park District shall provide such security once the Contractor, or any of Contractor's pyrotechnic materials, arrives on site. Security shall be maintained in the absence of Contractor's personnel. Security shall be provided until the Contractor leaves the display site. In the event that prior to the display weather or wind conditions change or become such that to begin the fireworks Display as setup would, (in the judgment of the lead pyrotechnician), create or represent a risk of harm to spectators or bystanders, the Park District, at the request of Contractor, shall forthwith take appropriate action to relocate the at-risk spectators or bystanders and their property to a position reasonably safe for viewing the Fireworks Display, in the opinion of the Contractor, and thereafter maintain a new Security Zone. Contractor shall delay the start or suspend said Fireworks Display until said persons and property are moved to a safe location and the Security Zone is reestablished. The Parties agree that the final authority with respect to the firing of the Fireworks Display shall lie with the Fire Marshall or other safety official on site to maintain safety regulations.

6. **Transportation and Storage of Pyrotechnic Materials.** Contractor shall be responsible for the timely transportation of all pyrotechnic materials to the display site in full compliance with all applicable federal, state, and local regulations and ordinances regarding the transportation of explosive materials. Contractor shall make no claims against the Park District for any damage or loss relating to the transportation or storage of pyrotechnic materials, except in the event of Park District's failure to provide security as set forth in Section 5 of this Agreement.

7. **Cleanup.** At the conclusion of the Fireworks Display, Contractor shall ensure that both the shooting and fallout area of the display site are thoroughly inspected by Contractor's personnel, and that all undischarged pyrotechnic materials and other fireworks-related debris are safely removed from the display site and properly disposed of. Contractor shall also remove all equipment and related materials from the shooting and fallout areas. Any hazardous materials shall be disposed of in accordance with law by Contractor.

8. **Expenses.** Unless otherwise provided herein, Contractor shall furnish, at Contractor's own expense, all pyrotechnic and other materials, supplies, and equipment related to its provision of the Fireworks Display hereunder. Contractor shall not incur any indebtedness on behalf of the Park District without the express written consent of the Park District to specific indebtedness.

9. **Relationship of Parties.** Contractor is an independent contractor in the provision of services pursuant to the Agreement. Neither Contractor nor any of its agents, partners, or co-venturers are employees or agents of the Park District for any purposes, nor shall any of such persons be entitled to any of the benefits Park District may provide for its employees.

10. **Insurance and Indemnification.** Contractor shall obtain and maintain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, and specifically including liability arising out of pyrotechnic/fireworks displays. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

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

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Contractor's insurance and shall not contribute with it.

**B. Business Auto and Umbrella Liability Insurance**

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

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

**C. Workers Compensation Insurance**

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

Contractor waives all rights against the Park District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Contractor's activities.

## **D. General Insurance Provisions**

### **I. Evidence of Insurance**

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

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

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

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

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

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

### **II. Acceptability of Insurers**

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

### **III. Deductibles and Self-Insured Retentions**

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

### **IV. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**E. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Contractor's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole by any negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

11. **Cancellation or Delay.** In the event the Fireworks Display is delayed by the Park District due to rain or inclement weather, or by Contractor due to safety concerns, the Fireworks Display shall be performed on a date to be determined, at such time as Park District designates, ("Rain Date"). In the event that the Park District cancels the Fireworks Display within ten (10) days prior to the original scheduled date, Contractor shall be entitled to 50% of the contract amount as liquidated damages for any claims it may have hereunder. If the Park District cancels the Fireworks Display on the day of the scheduled show for reasons other than inclement weather or force majeure, the Contractor shall be entitled to 100% of the contract amount. The Park District shall be responsible for all reasonable costs associated with the utilization of the rain date.

12. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

13. **Severability and Waiver.** The partial or complete invalidity of any one or more provision of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, condition or right as respect further performance. Notices. All notices, covenants, requests, authorization and approvals permitted or required under this Agreement shall be in writing, signed and personally delivered, or sent by registered or certified mail,

return receipt requested, to the appropriate parties.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and any agreement hereafter shall be ineffective to modify or terminate this Agreement or constitute a waiver of any provisions hereof unless such agreement is in writing and signed by the party against whom enforcement is sought.

15. **Force Majeure.** Neither Party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of severe weather, riots, strikes, labor disputes, judgments, decrees, injunctions, or acts of governmental authorities, acts of God, and other causes beyond the control of such party ("Force Majeure"). The Party declaring Force Majeure shall make reasonable efforts to prevent and remove the cause of the Force Majeure.

16. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as the date first set forth above.

**WHEATON PARK DISTRICT**

**[INSERT COMPANY NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

## Firework Display Contract Service Agreement

This contract is between RKM Fireworks, Inc. (herein referred to as "RKM"), a Michigan based company with its principal place of Business at 27383 May Street Edwardsburg, MI 49112 and

Name of Sponsoring Organization: \_\_\_\_\_ Wheaton Park District \_\_\_\_\_

Sponsor Contact Name: \_\_\_\_\_ Daniel Novak, \_\_\_\_\_

Mailing Address of Sponsor: \_\_\_\_\_ 1777 S Blanchard Wheaton IL 60189 \_\_\_\_\_

Email Address of Sponsor: \_\_\_\_\_ dnovak@wheatonparks.org \_\_\_\_\_ Sponsor Phone: \_\_\_\_\_ 630-510-5117 \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_ SAME AS ABOVE \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing Email Address: \_\_\_\_\_ Billing Phone: \_\_\_\_\_

RKM will supply the professional fireworks display(s) listed in Proposal #WP001A including all necessary fireworks materials, equipment, and personnel in accordance with the specifications agreed to by the parties.

### 1. Display(s)

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due Date
07/03/2024	N/A	\$29,000	\$14,500	05/03/2024
Location	DuPage County Fair grounds 2015 West Manchester Rd Wheaton, IL 60187			

### 2. Contract Period:

This contract is for the 2024 fireworks display.

### 3. Budget:

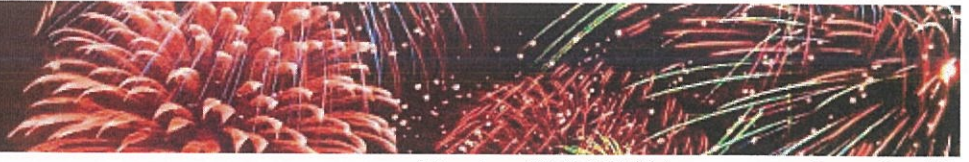
If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.

### 4. Payment(s):

Deposits of 50% are due 90 days prior to each display date. If the contract is entered into less than 90 days prior to the display, a deposit of 50% is due upon entering into this contract. **Full payment is due 5 days prior to each display date. The display shall not be fired until payment in full is made, or other arrangements confirmed.**

An invoice for the **balance owed total budget** will be sent after the display.





## **5. Licenses & Insurance:**

RKM shall carry and maintain applicable licenses, permits, and insurance policies including general liability, auto, and workers' compensation as required by law to conduct professional fireworks displays. RKM shall supply a certificate of general liability insurance in the amount of \$10,000,000. All those entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract.

## **6. Permits:**

RKM will provide the state display permit. The sponsor agrees to provide any and all other necessary permits for the fireworks display as described in this contract. In the event that the Authority Having Jurisdiction (AHJ) will not sign the display permit, for the firework display as described in this contract, then RKM will not be obligated to provide the firework display as described in this contract.

## **7. Inclement Weather:**

RKM will make every attempt to execute all fireworks displays as scheduled. RKM reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsors shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

## **8. Cancellation:**

The following fees schedule will apply should the Sponsors elect to cancel a display included in this contract. Cancellation 90 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 90 days of the display date shall result in a cancellation fee of 15%. Cancellation within 5 days of the display date shall result in a cancellation fee of 25%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 25%.

## **9. Safety & Workflow:**

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. RKM personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display RKM will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor(s) shall conduct a final inspection of the display fallout area the morning following the display.



## **10. Security:**

The Sponsors and RKM will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by a member of the fireworks setup crew. During the display, the Sponsors agree to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until RKM advises that security is no longer necessary. RKM reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

## **11. Marketing:**

RKM may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, RKM will seek approval from Sponsors before making such invitations.

## **12. Force Majeure:**

RKM will take all reasonable steps to complete its obligations under this contract. However, RKM shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

## **13. Hold Harmless:**

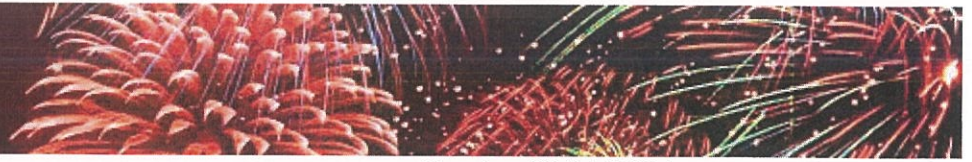
RKM agrees to indemnify and hold harmless the Sponsors, their agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are the subject of this contract. The Sponsors agree to give the RKM prompt notice of any claims or demands and to cooperate with the RKM or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

The Sponsors agree to indemnify, and hold RKM harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this contract except for liability which is due solely to negligence on the part RKM.

## **14. Terms & Conditions:**

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by RKM.





## Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

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Name

---

Title

---

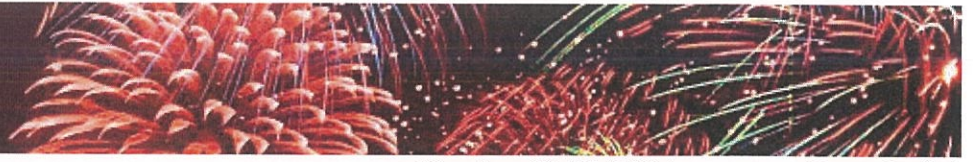
Work Phone

---

Cell Phone

---

Email Address



Contract accepted on behalf of Sponsor(s)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Title

\_\_\_\_\_  
Date

Contract accepted on behalf of RKM

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Title

\_\_\_\_\_  
Date

# RKM Fireworks Company

27383 May Street Edwardsburg, MI 49112  
www.rkmfireworks.com  
James@rkmfireworks.com

Phone 269-663-6110  
Fax 269-663-6103

**Wheaton Park district**

**PROPOSAL #WP001A**

## **MAIN SHOW SHELLS (see Appendix A)**

96ea 2.5" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS  
288ea 3" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS  
180ea 4" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS  
72ea 5" ASSORTED ORIENTAL AND JAPANESE STYLE SHELLS

## **MAIN SHOW EXHIBITION BOXES**

2ea 360 SHOT BRO, DO YOU EVEN PYRO?  
2ea 288 SHOT SHOW IN A BOX#1  
2ea 200 SHOT RAT-A-TOULLIE  
2ea 200 SHOT GRAVE DIGGER  
2ea 50 SHOT 2" RED WHITE BLUE PEONY  
2ea 25 SHOT 2.5" MIXED EFFECT  
2ea 25 SHOT 2.5" MULTI-COLOR WILLOW W/TAIL  
2ea 25 SHOT 2.5" RED BLUE W/SILVER STROBE WILLOW W/TAIL  
2ea 36 SHOT 2.5" PISTIL BROCADE CROWN

## **FINALE**

2ea 200 SHOT WOLF HOWLS  
2ea 150 SHOT RED, WHITE, BLUE, TO SALUTE Z  
2ea 49 SHOT QUICK COLORFUL SALUTE  
10ea 2.5" 12 CHAINED SALUTE RED/WHITE/BLUE W/TAILS  
6ea 3" 12 CHAINED 8 COLOR 4 SALUTE FINALE  
12ea 3" 12 CHAINED TITANUM SALUTE W/ RED WHITE BLUE TAILS  
8ea 4" 8 CHAINED BROCADE FLOWER CROWN W/ BROCADE TAILS  
6ea 5" GOLDEN TITANUM WILLOWS

## **SHOW SUMMARY**

### **MAIN SHOW SHELLS**

TWO AND A HALF INCH	96
THREE INCH AERIAL SHELLS	288
FOUR INCH AERIAL SHELLS	180
FIVE INCH AERIAL SHELLS	72

### **GRAND FINALE**

TWO AND A HALF INCH	120
THREE INCH	216
FOUR INCH	64
FIVE INCH	6

**TOTAL SHELLS** 1,042

**TOTAL EXHIBITION BOXES** 24 (3,216 SHOTS/EFFECTS)

### **TOTAL COST OF SHOW**

COST FOR 2024: \$29,000.00

COST FOR 2025: \$.....

COST FOR 2026: \$.....

SHOW COST INCLUDES STATE PERMIT, SHIPPING, SETUP, SHOOTING, AND TEN MILLION DOLLAR LIABILITY INSURANCE

SHOW DATE: JULY 3, 2024

RAIN DATE: NONE

NOTE: ALL PYROTECHNICIANS OF RKM FIREWORKS COMPANY ARE INSURED.  
RKM FIREWORKS RESERVES THE RIGHT TO SUBSTITUTE ITEMS ON THIS PROPOSAL FOR LIKE ITEMS OF EQUAL OR GREATER VALUE.



# RKM Fireworks Company

27383 May Street Edwardsburg, MI 49112

www.rkmfireworks.com

bryan@rkmfireworks.com

Phone 269-663-6110

Fax 269-663-6103

## LAKE STATION

## APPENDIX A

### MAIN SHOW SHELLS

#### 3" SHELLS TO INCLUDE:

Red To Silver Crackling Stars, Green To Silver Crackling Stars, Blue To Silver Crackling Stars, Yellow To Silver Crackling Stars, White To Silver Crackling Stars, Purple To Silver Crackling Stars, Golden Palm Tree, Silver Coconut Tree, Crackling Willow, Golden Wave To Silver, Golden Wave To Red, Golden Wave To Blue, Golden Wave To Purple, Red Coconut Tree, Time Rain Coconut Tree, Red Wave, Green Wave, Blue Wave, Red To Time Rain Chrys., Green To Time Rain Chrys., Blue To Time Rain Chrys., Purple To Time Rain Chrys., Yellow To Purple Peony, Golden To Blue Peony, Red To Blue Peony, Green To Golden Peony, Yellow To Green Peony, Red Chry., Yellow Chry., Purple Chry., Silver Chry., Red & Silver Glittering, Blue & Silver Glittering, Color Chry., Golden Wave, Silver Wave Brocade Crown Kamuro To Variegated, Brocade Chry With Crackle Pistil, Double Silver Crackling, Flower Wave Time Rain, Gold Glitter Chry W/ Crackling Pistil, Golden Palm, Golden Strobe, Golden Strobe Willow W/ Red Dahlia, Gold Willow To Variegated, Red Wave To Crackle With Blue Pistil, Silver Crackling Palm, Silver Crackling Willow W/ Blue Dahlia, White Strobe Willow W/ Red Strobe Pistil, Platinum Orido Nishiki, Gold Orido Nishiki, White Strobe, Variegated Strobe, Gold Willow To Silver Strobe, Green Dahlia, Lemon Dahlia, Color Dahlia W/Silver Flash Pistil, Green Ring To Crackle Star W/Red Pistil, Red Ring To Crackle Star W/ Delayed Crackle Pistil, Red & Green Double Ring, Ring - Three Ring (Red / Green / Blue), Red Coconut Ring W/Silver Crackling, Variegated Ring W/White Strobe Pistil, Brocade To White Strobe Sky Mine, Brocade Flower Crown Bowtie W/ Red Ring, Blue Peony W/ Coco Palm Pistil, Red Peony W/ Coco Palm Pistil, Blue To Silver Crackling W/Red To Silver Crackling Pistil, Variegated Peony, Lemon Peony, Aqua Peony, Brocade Waterfall

#### 4" SHELLS TO INCLUDE:

Red To Blue To Silver Peony, Brocade Silver To Blue Chrys W/Red Pistil, Water Color Strobe (Special), White Strobe Crackle Flower Willow Pistil, Red Wave W/ Report, Saturn Horse Tail Ring, Red Fish W/Silver Ring, Red Willow W/Report, Titanium Chrys Coconut Tree, Silver Coconut Dark Ring, Golden Glitter Blue Ring W/ Red Pistil, Golden Willow To Small Flowers, Silver Willow W/Whistle, Green Ball, Orange Red Dahlia (Long Duration), Color Swimming Stars, Special Gold Palm Tree, "Pink, Lemon, Sea Blue, Grass Green Mixed Color Dahlia W/Strobe Pistil" Blue To Green Peony, Red To Green Willow, Blue To White Strobe, Red To White Flashing, Glittering Blue To Silver, Dispark Chrys., Golden Crackling Flower Chrys., Red To Golden Crackling Chrys. Flower, Green To Golden Crackling Chrys. Flower, Blue To Golden Crackling Chrys. Flower, Purple To Golden Crackling Chrys. Flower, Sea Blue Peony, Grass Green Peony, Orange Peony, Pink Peony, Brocade Crown W/Green Flashing Pistil, Silver Crown W/Red Pistil, Silver Crackling Stars W/Coconut Pistil Brocade Crown To Blue W/Golden Strobe Pistil, Brocade Chry With Multi-Color Strobe Pistil, Brocade Crown To Crackling Willow, Cyrus Bloom To Color Tips, Gold Willow To Variegated, Silver Crackling Palm, Silver Crackling Willow W/ Blue Dahlia, Platinum Orido Nishiki, Gold Orido Nishiki, Variegated Strobe, Special Red Strobe, Red Coconut Tree Crossette W/ Silver Coconut Pistil, Silver Crackling Crossette, Purple Dahlia, Color Dahlia W/Silver Flash Pistil, Red & Green Go Getter, Red Dark Red, Brocade Waterfall Brocade Crown Kamuro To Variegated, Red To Delayed Crackle, Diadem Chrys To Red W Blue Pistil, Gold Crackle Chry With Green Pistil, Golden Strobe W/Green Pistil, White Strobe, Green Strobe, Green Crossette, Green Strobe W/Red Go Getter, Purple Go-Getter, Red/ White /Blue Wave, Dragon Eggs With Palm Core, Green Ring To Crackle Star W/Red Pistil, Half Red Half Blue W/ Silver Pistil, Red & Green Peony, Magenta Peony, Silver Waterfall, God Of Wealth Horsetail W/ Red Falling Leaves Pistil

### **5" SHELLS TO INCLUDE:**

Three Layer Chrys, Multicolor Comet With Time Rain Pistil, Multicolor Crossette, Red Green Crossette To Thousand Of Brocade Crown, Red-Green-White Dahlia, Blue Chrysanthemum With Bright Willow Ring, Medusa, Blue Chrys Glittering Pistil Kaleidoscope, Green Wave To Crackling W/Red Pistil, Yellow Gold Strobe W/Crossette Gold Glittering Pistil, Silver Wave Green To Crackling W/Red Pistil, Crackling Pistil Strobe Chrys Wave, Golden Spider W/Green Strobe Pistil, Brocade Crown Eight Flower Chrys W/Glittering Pistil, Silver Glittering Waterfall, Red Palm To Thousand Of Brocade Crown, Red Iron Tree, Blue Dahlia Ring, Color Snail  
Dispark Chrys., Silver Coconut Tree, Golden Flashing To Crossette, Red Ring W/ White Strobe To Salute, Red To Golden Crackling Chrys. Flower, Green Chry.W/Red Pistil, Red To Silver Crown, Purple Tail To Silver Crackling Stars, Blue To Golden Crackling Chrys. Flower, Purple Chry.W/Silver Pistil, Colors Dahlia, Green To Golden W/Crackling Pistil  
Brocade Crown To Red Strobe W/ Red Strobe Pistil, Brocade Chry With Multi-Color Strobe Pistil, Brocade Crown To Crackling Willow, Silver Crackling Willow W/ Blue Dahlia, Red Coconut Tree Crossette W/ Silver Coconut Pistil, White Strobe W/Red Crossette, White Strobe W/Green Go Getter Pistil, Silver Ring With Blue Pistil & Brocade Crown Ring W/Silver Crackling, Brocade Flower Crown Bowtie W/ Red Ring  
Brocade Crown To Red Strobe W/ Red Strobe Pistil, Brocade Chry With Multi-Color Strobe Pistil, Brocade Crown To Crackling Willow, Silver Crackling Willow W/ Blue Dahlia, Red Coconut Tree Crossette W/ Silver Coconut Pistil, White Strobe W/Red Crossette, White Strobe W/Green Go Getter Pistil, Silver Ring With Blue Pistil & Brocade Crown Ring W/Silver Crackling, Brocade Flower Crown Bowtie W/ Red Ring  
Golden Strobe To Blue W/Golden Strobe To Red Pistil, Blue To Brocade Crown, Silver Crackling Willow, Silver Wave To Blue To White Strobe W/ Red Pistil, Silver Wave To Red To Blue W/Three-Time Ti Salute, God Of Wealth Brocade W/ Green Strobe Pistil, Variegated Strobe, Silver Crackling Crossette, Color Dahlia W/Ti Salute

### **6" SHELLS TO INCLUDE:**

Red Green Crossette To Thousand Of Brocade Crown, Blue Crossette Octopus Chrys, Silver Glittering Waterfall, Gold Willow To Pink, Silver Coconut & Red To White Glittering, Saturn Ring To Crackling Time Rain Crown To Green, Cherry Pistil Chrys Blooming, Brocade Chrys To Red Crossette With Crackling Pistil, Brocade Crown Eight Flower Chrys W/Glittering Pistil  
Red To Blue To Silver Crackling W/Golden Strobe To Silver Crackling Pistil, Gold Orido Nishiki To Red Strobe W/Red Strobe Pistil, God Of Wealth Brocade W/Green Strobe Pistil, Blue Peony W/Golden Strobe Crossette, Silver Wave To Blue Ring W/Red Pistil, Stained Glass W/Red Ring, Green Peony W/Red Ring To Special Red Strobe Ring, Blue Chry To Thousands Of White Strobe, Silver Crackling Willow





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VITALE FAMILY FIREWORKS • 1889

Wheaton Park District, IL  
July 3, 2024-July 3, 2026



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## OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

## WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.







# PROPOSAL

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**Client:** Wheaton Park District, IL

**Event Dates:** July 3, 2024 through July 3, 2026

**25 Minute Highly Choreographed Pyro Displays**

**Budget:** \$29,000







## Operating History:

In 1889, Constantino Vitale started his fireworks company in Pietramelara, Italy. In 1920, he immigrated to the United States through Ellis Island, making a home for his family and business in New Castle, PA - which would later become known as "The Fireworks Capital of America".

Constantino's son, Rocco Vitale Sr., began leading the expansion of the New Castle facilities - which were also briefly used to manufacture explosives for the U.S. Navy during World War II. Many of these buildings still stand today across the street from the 20,000 square-foot corporate headquarters.

Four generations of the Vitale family have grown Constantino's vision by training new staff in the old family ways, selecting the safest and most innovative products from global supplies, and creating millions upon millions of Oohs and Aahs on an annual basis.

Stephen Vitale, the great-grandson of Constantino, took the helm in the early 1990's by becoming President & CEO. It was at that time the company took the name "Pyrotecnico" to reflect its expanding technical proficients and variety of products that it uses to complement fireworks displays.







## Operating History, Con't:

Since 1993, the company has gained global presence, performing more than 3,500 displays each year, employing almost 400 personnel. The variety of Pyrotecnico's creative offerings has also increased under Stephen's tenure. Pyrotecnico launched its live entertainment and touring division, Pyrotecnico FX, which offers clients a variety of displays and effects including flames, lasers, close proximate atmospheric effects such as confetti/streamers.

Pyrotecnico has created displays for events ranging from municipal/governmental celebrations, private events, athletic games/events, award shows, music festivals/concerts/tours, as well as film and television productions.

Stephen has assembled an incredibly passionate team of approximately 200 full-time and part-time employees and thousands of freelance technicians and drivers that rally behind Pyrotecnico's purpose - CREATING SAFE OOHS AND AAHS!

### PYROTECNICO'S BACKGROUND

"While we've become one of the premier fireworks and special effects companies in the world, we cannot lose sight of what has gotten us here: a commitment to innovation that impacts audience visually and emotionally, attention to detail, listening to clients, and a serious regard for safety. We take pride in these skills and use them to provide the best possible display for each of our client's events."

- Stephen Vitale, Pyrotecnico President & CEO







## **Pyrotecnico's Key Personnel to Wheaton Park District, IL:**

- Chris Liberatore, Executive VP of Fireworks + Midwest Regional Manager
  - [cliberatore@pyrotecnico.com](mailto:cliberatore@pyrotecnico.com)
  - Oversees all strategic, operational, and sales aspects of Pyrotecnico Fireworks, Inc.
- Riley Pakosz - Account Manager
  - [rpakosz@pyrotecnico.com](mailto:rpakosz@pyrotecnico.com) | 219.393.9082
  - Spearheads our relationship with our clients, thus overseeing all display details
- Brandi Holland - Associate Account Manager
  - [bholland@pyrotecnico.com](mailto:bholland@pyrotecnico.com)
  - Oversees all legal, financial, and insurance administrative aspects of displays





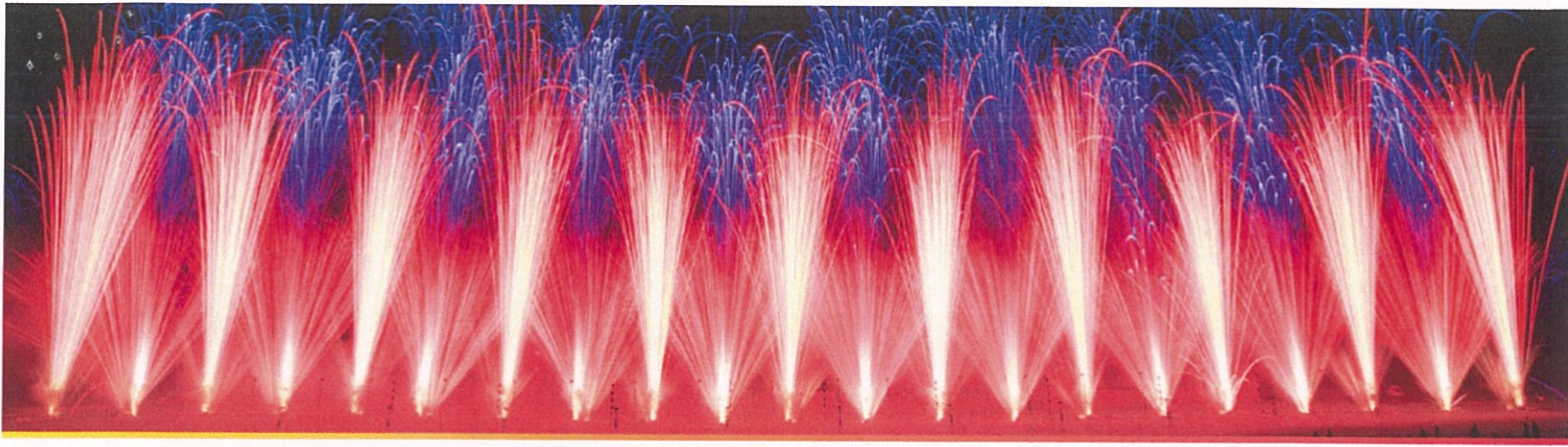


## Display Content:

Pyrotecnico's proposed display complies with the specifications requested by the Wheaton Park District, IL in order to accomplish a top-tier fireworks production. The following proposal follows the guidelines set forth by the Village, including an all aerial display with no lower level items that may be visually obscured by tree lines. Additionally, the removal of 10" shells not only allows for a higher quantity of shells overall, but also provides more space for the event's overflow parking area to the north of the firing site.

Just as the Wheaton Park District deservingly prides itself on being one of the best places to live, Pyrotecnico's design team (with an in-house soundtrack producer) prides itself on unique awe-inspiring designs that leave our clients shinning in their audiences' eyes. The design team will work in tandem with the Village to ensure the display the soundtrack and design is approved prior to execution.





## Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

- |        |  |
|--------|--|
| 17     | 2.5-inch Assorted Color Changing Star Shells |
| 45     | 3-inch Assorted Color Changing Star Shells   |
| 42     | 4-inch Assorted Color Changing Star Shells   |
| 32     | 5-inch Assorted Color Changing Star Shells   |
| 72-153 | Barrage shots                                |

136



# Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

67 2.5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

180 3-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

168 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

115 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

252-500 Barrage shots

130





## Your Grand Finale Presentation

The Grand Finale Presentations is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

112	2.5-inch Assorted Color Changing Star Shells
75	3-inch Assorted Color Changing Star Shells
65	4-inch Assorted Color Changing Star Shells
56	5-inch Assorted Color Changing Star Shells
144-270	Barrage shot

306



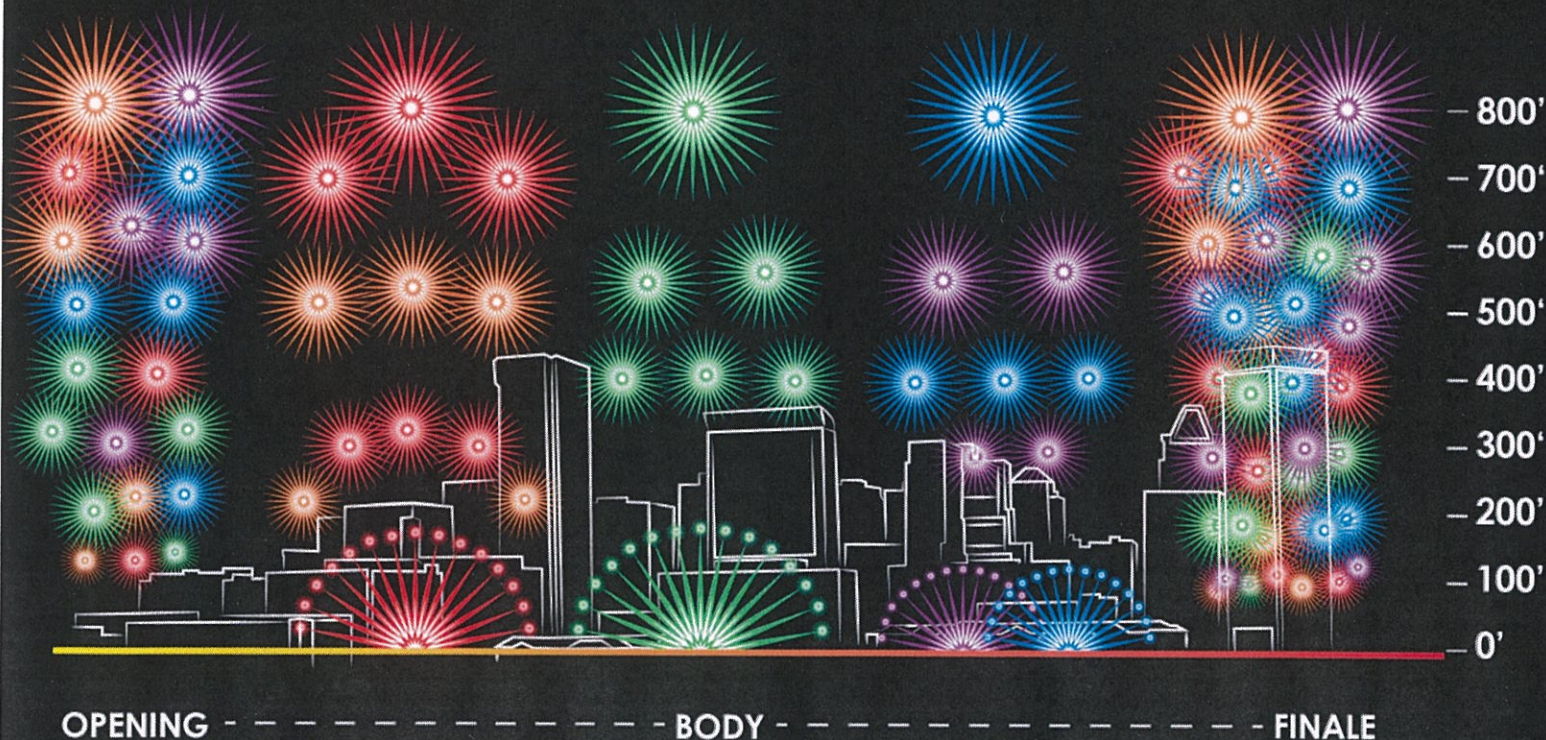




# YOUR SHOW



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- \*Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.  
(Example: 2" shells will reach approximately 200' in elevation.)





## AMPLIFYING EXCITEMENT SINCE 1889

### UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

### AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

### EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

### 125 YEARS EXPERIENCE

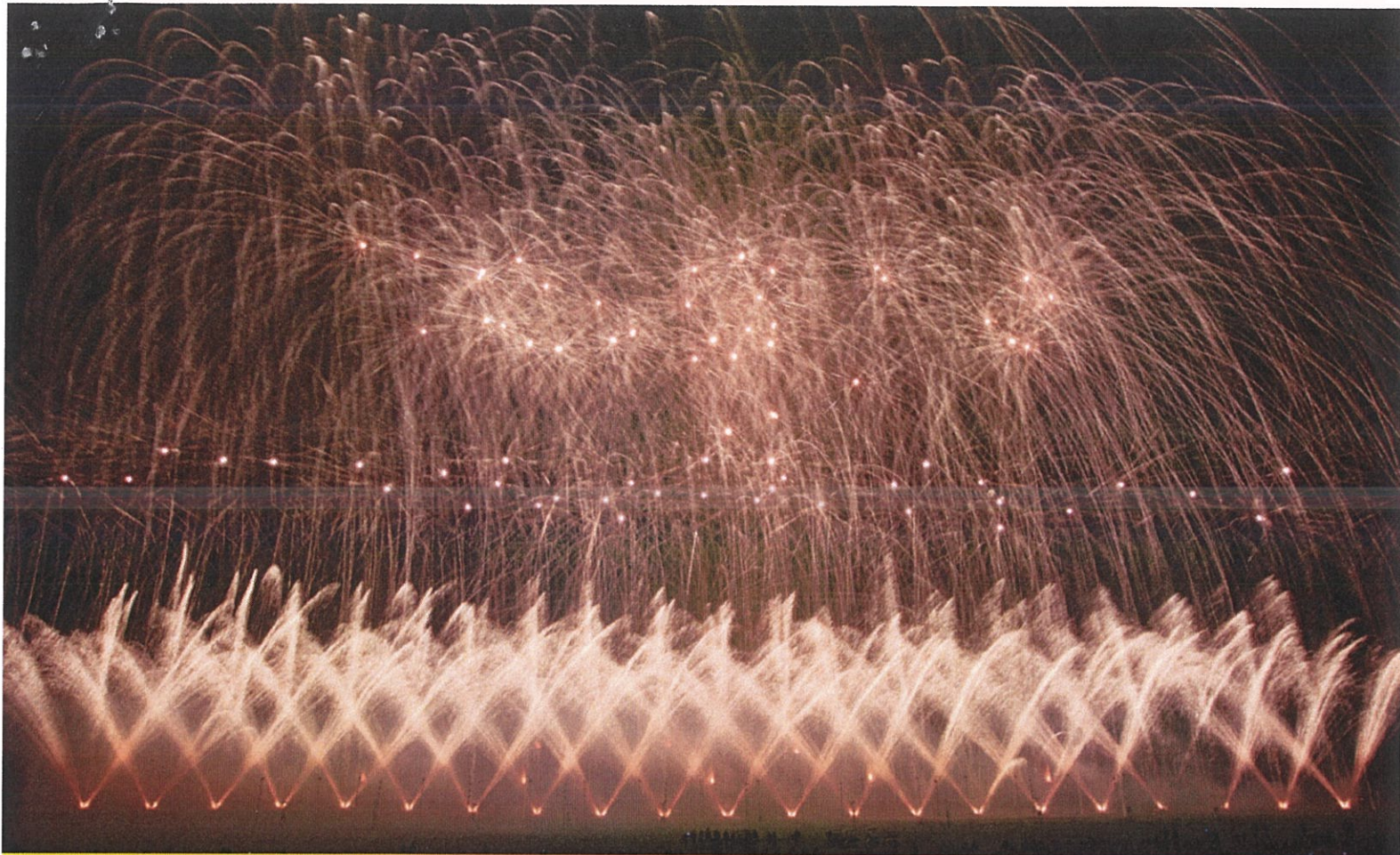
We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



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# THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Riley Pakosz | Account Manager  
[rpakosz@pyrotecnico.com](mailto:rpakosz@pyrotecnico.com) (Email)  
219.393.9082 (Mobile)



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## References

**1. ORGANIZATION \_Village of North Aurora**

**ADDRESS: 25 E State Street, North Aurora, IL 60542**

**PHONE NUMBER: 630-897-8226**

**CONTACT PERSON: Natalie Stevens**

**YEAR OF PROJECT: 2023**

**2. ORGANIZATION: Village of Romeoville**

**ADDRESS 1050 W. Romeo Rd. #1050, Romeoville, IL 60446**

**PHONE NUMBER: 815-886-622**

**CONTACT PERSON: Kelly Rajzer**

**YEAR OF PROJECT: 2023**

**3. ORGANIZATION: City of Eureka**

**ADDRESS: 111 W Court St. Eureka, IL 61530**

**PHONE NUMBER 309-467-2113**

**CONTACT PERSON: Melissa Brown**

**YEAR OF PROJECT: 2023**

**TO:** Board of Commissioners  
**FROM:** Daniel Novak, Director of Athletics & Facilities  
Carolyn Wilkin, Special Event Manager  
**THROUGH:** Michael Benard, Executive Director  
**RE:** Wheaton Park District Sound & Lighting for 2024 Special Events  
**DATE:** March 6, 2024

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**SUMMARY**

The Wheaton Park District annually produces high quality special events that require a sound and light technician as well as sound and light equipment. These events draw 20,000+ guests annually and include Cream of Wheaton, Summer Entertainment Series Concerts at Memorial Park, and HOPTober Fest.

Requests for proposals were sent to six (6) companies and one (1) company submitted a proposal by the February 16, 2024 deadline. Shakespeare in the Park was not included in the RFP in 2024 as Wheaton College will be contracting out the sound and light vendor based on their production needs.

**Wheaton Park District 2024 Special Event Sound & Lighting RFP Results**

Vendor	Cream of Wheaton	Summer Entertainment Series	HOPTober Fest	Total
Hi-Fi Events	\$8,400	\$18,000	\$1,400	\$27,800
V2 Productions	No proposal submitted	No proposal submitted	No proposal submitted	No proposal submitted
Novatoo, Inc.	No proposal submitted	No proposal submitted	No proposal submitted	No proposal submitted

**PREVIOUS COMMITTEE/BOARD ACTION:**

In 2022, staff used a formal request for proposal process for special events sound and lighting as expenses were over \$30,000 due to the inclusion of Shakespeare in the Park. The Board approved using Hi-Fi Events in 2023 after receiving several proposals. Hi-Fi Events has done a great job in 2022 and 2023 and staff was pleased with their services.

**REVENUE OR FUNDING IMPLICATIONS:**

Cream of Wheaton and the Summer Entertainment Series expenses are included in the Wheaton Park District Special Event Operational Budgets and will be covered by sponsorships, as well as ticket and beverage sales. The HOPTober Fest expense is included in the DuPage County Historical Museum Foundation budget.

**ATTACHMENTS:**

Proposal from Hi-Fi Events

**RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioners approve the 2024 Special Event Sound & Lighting proposal from Hi-Fi Events in the amount of \$27,800.



To: Carolyn Wilkin, Special Event Manager  
Dan Novak, Director of Athletics & Facilities  
Wheaton Park District  
855 W. Prairie Avenue  
Wheaton, IL 60187

From: Jim Warren/Hi Fi Events, Inc.

Date: 2/10/2024

Subject: Sound and Lighting Quote

Hi Carolyn and Dan,

Included is a detailed proposal for providing sound and lighting services for the following events:

- Cream of Wheaton
- Summer Entertainment Series
- October Fest

Our goal is to help make your event as successful as possible. If you or anyone has any questions, please feel free to contact me.

We look forward to the opportunity to work with you!

A handwritten signature in black ink, appearing to read "Jim Warren", with a stylized flourish at the end.

Jim Warren  
Hi Fi Events, Inc.  
630-673-1485, Cell  
[jimewarren@aol.com](mailto:jimewarren@aol.com)



# **Event: 2024 Cream of Wheaton**

## **Itemized Equipment Listing**

### **Sound**

#### **Sound System**

- 4 – EV X-Array Xb, dual 18” sub woofers
- 4 – EV X-Array Xm, dual 15” speaker mid cabinets
- 4 – EV X-Array Xi 10” upper mid with 2” hi horn
- 6 – EV powered wedge monitors
- 1 – EV powered drum wedge monitor with woofer
- Crown, QSC power amplifiers, 22,000 watts
- 1 – Midas M32, 32 channel digital mixing console with onboard effects, gates, comps, eq
- 1 – Whirlwind 32x8 channel snake with MASS connector

#### **Accessories**

- Shure, AKG, Sennheiser, Heil, EV, etc. microphones
- Whirlwind and Countryman D.I. boxes
- Assorted mic stands, booms, claws and mounts
- Assorted mic and patch cables
- Assorted snakes, splitter snakes and patch whips
- Assorted a/c cables, adapters and quad boxes
- Power distro (if needed for power tap)
- 20’x10’ Black drape panels

### **Lighting**

#### **Lighting**

- 24 - LED stage lights
- 4 – Chauvet moving lights
- 1 – M2456 digital lighting controller
- Truss and Genie towers

### **Personnel**

Three (3) personnel each day: one sound engineer, one lighting engineer and one stagehand

### **Cost: 2024 Cream of Wheaton**

<b>Day of Week</b>	<b>Date</b>	<b>Times</b>	<b>Cost</b>	<b>Comments</b>
Thursday	May 30	2:00-9:30pm	\$2100	
Friday	May 31	2:00-10:00pm	\$2100	
Saturday	June 1	10:00am-10:00pm	\$2100	
Sunday	June 2	11:00-7:00pm	\$2100	
		<b>Total:</b>	<b>\$8400</b>	

Notes: Event will be billed Net 30 terms

# **Event: 2024 Summer Entertainment Series**

## **Itemized Equipment Listing**

### **Sound**

#### **Sound System**

- 4 – EV X-Array Xb, dual 18” sub woofers
- 4 – EV X-Array Xm, dual 15” speaker mid cabinets
- 4 – EV X-Array Xi 10” upper mid with 2” hi horn
- 6 – EV powered wedge monitors
- 1 – EV powered drum wedge monitor with woofer
- Crown, QSC power amplifiers, 22,000 watts
- 1 – Midas M32, 32 channel digital mixing console with onboard effects, gates, comps, eq
- 1 – Whirlwind 32x8 channel snake with MASS connector

#### **Accessories**

- Shure, AKG, Sennheiser, Heil, EV, etc. microphones
- Whirlwind and Countryman D.I. boxes
- Assorted mic stands, booms, claws and mounts
- Assorted mic and patch cables
- Assorted snakes, splitter snakes and patch whips
- Assorted a/c cables, adapters and quad boxes
- Power distro (if needed for power tap)
- 20'x10' Black drape panels

### **Lighting**

#### **Lighting**

- 24 - LED stage lights
- 4 – Chauvet moving lights
- 1 – M2456 digital lighting controller
- Truss and Genie towers

### **Personnel**

Three (3) personnel each day: one sound engineer, one lighting engineer and one stagehand.

## Cost: 2024 Summer Concert Series

	Day of Week	Date	Band 1	Band 2	Cost	Comments
<b>Week 1</b>	Friday	June 21	6:00-7:15pm	8:00-9:30pm	\$1800	
	Saturday	June 22	6:00-7:15pm	8:00-9:30pm	\$1800	
<b>Week 2</b>	Friday	July 19	6:00-7:15pm	8:00-9:30pm	\$1800	
	Saturday	July 20	6:00-7:15pm	8:00-9:30pm	\$1800	
<b>Week 3</b>	Friday	August 2	6:00-7:15pm	8:00-9:30pm	\$1800	
	Saturday	August 3	6:00-7:15pm	8:00-9:30pm	\$1800	
<b>Week 4</b>	Friday	August 16	6:00-7:15pm	8:00-9:30pm	\$1800	
	Saturday	August 17	6:00-7:15pm	8:00-9:30pm	\$1800	
<b>Week 5</b>	Friday	September 13	6:00-7:15pm	8:00-9:30pm	\$1800	
	Saturday	September 14	6:00-7:15pm	8:00-9:30pm	\$1800	
<b>Rain Date</b>	Friday	September 20	6:00-7:15pm	8:00-9:30pm	*See note below	
<b>Rain Date</b>	Saturday	September 21	6:00-7:15pm	8:00-9:30pm	*See note below	
				<b>Total -</b>	<b>\$18,000</b>	

Notes:

1. Events will be billed Net 30 terms on a monthly basis.
2. If an event is canceled due to inclement weather a minimum of four hours prior to showtime, a rain date will apply, and no cost will be incurred. The cost will be deferred to the rain date(s) listed above. If an event is canceled less than four hours prior to showtime, the quoted cost would apply.

# **Event: 2024 October Fest – September 28, 2024**

## **Itemized Equipment Listing**

### **Sound**

#### **Sound System**

- 4 – EV X-Array Xb, dual 18” sub woofers
- 4 – EV X-Array Xm, dual 15” speaker mid cabinets
- 4 – EV X-Array Xi 10” upper mid with 2” hi horn
- 6 – EV powered wedge monitors
- 1 – EV powered drum wedge monitor with woofer
- Crown, QSC power amplifiers, 22,000 watts
- 1 – Midas M32, 32 channel digital mixing console with onboard effects, gates, comps, eq
- 1 – Whirlwind 32x8 channel snake with MASS connector

#### **Accessories**

- Shure, AKG, Sennheiser, Heil, EV, etc. microphones
- Whirlwind and Countryman D.I. boxes
- Assorted mic stands, booms, claws and mounts
- Assorted mic and patch cables
- Assorted snakes, splitter snakes and patch whips
- Assorted a/c cables, adapters and quad boxes
- Power distro (if needed for power tap), 20'x10' Black drape panels

### **Lighting**

#### **Lighting**

- 8 - LED stage lights
- 4 – Chauvet moving lights
- 1 – M2456 digital lighting controller
- Truss and Genie towers

### **Personnel**

Three (3) personnel each day: one sound engineer, one lighting engineer and one stagehand

### **Cost: 2024 October Fest**

<b>Day of Week</b>	<b>Date</b>	<b>Times</b>	<b>Cost</b>	<b>Comments</b>
Saturday	September 30	2:00-5:00pm	\$1400	
		<b>Total:</b>	<b>\$1400</b>	

Notes: Event will be billed Net 30 terms

Below is a breakdown for all the events:

Cream of Wheaton (4 days)	\$8,400
Summer Entertainment Series (10 events)	\$18,000
October Fest (1 day)	\$1,400
<b>Total of all three events:</b>	<b>\$27,800</b>



Authorized signature

Jim Warren – President  
Hi Fi Events, Inc.  
625 Woodwind Drive  
Plano, IL 60545  
630-673-1485, Cell  
[jimewarren@aol.com](mailto:jimewarren@aol.com)  
Tax ID# 20-4159027

Authorized signature of Acceptance

Wheaton Park District  
855 W. Prairie Avenue  
Wheaton, IL 60187



TO: Board of Commissioners

FROM: Dan Novak, Director of Athletics  
Adam Lewandowski, Superintendent of Athletic Programs & Facilities  
Vicki Beyer, Director of Recreation  
Jamie Martinson, Superintendent of Recreation Programs

THROUGH: Michael Benard, Executive Director

RE: Athletic and Recreation Vendor List Over \$19,999.99

DATE: March 6, 2024

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**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 2025.

**Discussion of the Issue**

The following independent contractors were paid more than \$19,999.99 in 2023 or are expected to be paid more than that threshold in 2024.

<b>Vendors likely to be over \$19,999.99</b>	<b>Vendor Number</b>	<b>Service Provided</b>	<b>2022</b>	<b>2023</b>
EVP Academies LLC	05220	Volleyball Programs	\$19,482	\$22,245
Bill George Youth Football League (BGYFL)	00120	Tackle Football League Fees and Dues	\$18,490	\$25,938
BZR Assigning	07399	Soccer Referees	\$0	\$2,001
BoosterShot LLC	04265	Cheerleading & Football Fundraiser	\$18,913	\$20,941
Chicago Classic Coach	05068	Transportation MLC Trips	\$13,747	\$16,344
All in Athletics	06976	Basketball Instruction	\$7,615	\$25,305
Zone250 (West Chicago Park District)	01035	Facility Rental (United)	\$0	\$23,220
Justin Sheppard	07135	United Soccer	\$7,500	\$19,586
Janet Cleary Allman	07085	United Soccer	\$12,728	\$14,725
John Gosling	07117	United Soccer	\$7,875	\$17,143
Melissa Oker	07116	United Soccer	\$3,500	\$11,020
Elias McCloud	05010	United Soccer	\$0	\$17,696
Total Body Wellness & Performance	07253	Athletic Trainer	\$0	\$14,680



<b>Vendors over \$30,000 State Bidding Law</b>	<b>Vendor Number</b>	<b>Service Provided</b>	<b>2022</b>	<b>2023</b>
Hot Shot Sports	06851	Youth Athletic Programs	\$49,384	\$75,312
Soccer Shots (Carly's Kickers LLC)	05083	Youth Soccer Programs	\$59,937	\$61,489
Chicagoland Whistles, Inc.	06978	Referees/Officials (Basketball)	\$35,191	\$32,650
Naperville Yard	05756	Facility Rental (United)	\$36,425	\$85,751
TJ Official Finders	04857	Referees/Officials (Football, Baseball/Softball, Soccer & Basketball)	\$67,002	\$72,463
Redlok Productions Inc.	09534	Cheer Competition and State Fees	\$46,716	\$54,655
Tumbling Times	06555	Tumbling Programs	\$41,887	\$42,524
YSSL	06201	Young Sportsman Soccer League/United Boys	\$17,700	\$19,547
Lacrosse Illinois NFP	06914	Lacrosse Instruction	\$44,603	\$44,593
Chicagoland Indoor Soccer	06257	Indoor Soccer League	\$53,985	\$42,280
Rudy Keller	07067	United Soccer	\$67,707	\$127,149
Chris Whaley	07131	United Soccer	\$24,375	\$61,187
IWSL	00481	Illinois Soccer League/United Girls	\$19,994	\$26,467
Illinois Shotokan Karate	00449	Karate Programs	\$14,849	\$26,326
RJ Sisson Inc.	05264	Parent/Child Music Programs	\$19,160	\$31,298
Nathan Atkinson	07105	United Soccer	\$14,000	\$44,283
TOCA Naperville	07155	Indoor Soccer League	\$7,170	\$15,175

#### **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 2023. Wheaton Park District Finance Policies were last reviewed and approved by the Board of Commissioners on May 17, 2023.

#### **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 statutes 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 2024 Athletic and Recreation Program Services Independent Contractor agreement amounts resulting in expenditures over \$19,999.



TO: Board of Commissioners  
FROM: Justin Kirtland, Golf Course Superintendent  
THROUGH: Mike Benard, Executive Director  
RE: Golf Course Equipment Purchases  
DATE: March 6, 2024

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**SUMMARY:** Funds have been budgeted in 2024 for the purchase of golf course capital equipment. The mowers being replaced were originally purchased in 2004, 2005 and 2008. The 2004 and 2005 mowers would have been scheduled for replacement a few years ago, but due to capital funds being used for the construction of the new chemical storage building and supply chain issues brought on by COVID-19, they were pushed back to 2024. All three now require additional time and money to remain productive, and have started to have a negative impact on playing conditions due to occasional hydraulic leaks. This equipment is available through the National Intergovernmental Purchasing Alliance (National IPA) administered by Omnia. Contract #2017025 had an original term of 4/1/17 through 3/31/22 with two one-year renewals extending through March 31, 2024.

**Equipment Description:**

**Toro Greensmaster Triflex Hybrid 3320**

These mowers are used to mow tees, approaches, and collars throughout the golf course, and are used every day throughout the golf season. Cutting units can be quickly changed without the use of tools making them extremely versatile and useful pieces of equipment. One of the three mowers will be outfitted with an additional groomer and brush attachment. These attachments allow for a more precise cut, and the mower fitted with these attachments will be rotated through the course to achieve the desired results.

**PREVIOUS COMMITTEE/BOARD ACTION:** The equipment was included as part of the budget process for 2024.

**REVENUE OR FUNDING IMPLICATIONS:** A total of \$165,000 is budgeted in 2024 for golf course capital equipment. These purchases fit inside that budget. Staff anticipate a small cost offset by auctioning the replaced mowers.

**STAKEHOLDER PROCESS:** We are currently using the exact Toro models and have had very good success with them. Staff continually consult with other professionals in the field and believe these are solid options for the price.

**LEGAL REVIEW:** Legal counsel has previously reviewed the use of Intergovernmental Joint Purchasing Programs.

**ATTACHMENTS:**

- Equipment quote
- NIPA Executive Summary
- Legal review from 2013.

**ALTERNATIVES:** It is our desire to replace equipment on a regular basis in order to maintain the course properly. Having and 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 Toro Greensmaster Triflex Hybrid 3320 mowers each with 11 blade cutting unit, wide wiehle roller, universal rear rotating brush, adapter kit RRB and light kit at a cost of \$100,653.21 plus \$2,013.06 for setup and delivery, and one Toro Greensmaster Triflex Hybrid 3320 mower with 11 blade cutting unit, wide wiehle roller universal groomer drive, soft QC grooming brush, twin tip groomer blade assembly, light kit and universal rear rotating brush at a cost of \$59,458.62 plus \$1,189.17 for setup and delivery through the National Intergovernmental Purchasing Alliance administered by Omnia -- contract #2017025. Total cost for three mowers with setup and delivery is \$163,314.06.



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

**Lead Agency:** City of Mesa, AZ

**Solicitation:** RFP#2017025

**RFP Issued:** October 25, 2016

**Pre-Proposal Date:** November 15, 2016

**Response Due Date:** December 14, 2016

**Proposals Received:** 3

**Awarded to:**



The City of Mesa, AZ Purchasing Division issued RFP#2017025 on October 25, 2016, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment.

The solicitation included cooperative purchasing language in the Scope of Work, #2 National Contract:

**NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) 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 National IPA's 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 National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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

- City of Mesa, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- The Herald News, IL

On December 14, 2016 proposals were received from the following offerors:

- Jacobsen Textron Company
- Harper Industries, Inc
- 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. The City of Mesa, AZ, National IPA and the Toro Company successfully negotiated a contract and the City of Mesa, AZ executed the agreement with a contract effective date of April 1, 2017.

Contract includes: Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

Value Added Services: Used Equipment, Financing Options and Smart Value Program volume incentive program.

Term:

Five year agreement beginning April 1, 2017 and ending March 31, 2022. Two (2) annual renewals are available through March 31, 2024.

Pricing/Discount:

Discount off Toro MSRP. Serviced and supported by local Toro distributors/dealers.

National IPA Web Landing Pages: [www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx](http://www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx)

# ORDER

Acct #: 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](mailto:grundblade@reinders.com)

<b>Quote ID</b> 9072022	Prices are subject to change without notice
<b>Quote Date</b> 2/22/24	

## PRICE QUOTATION

Qty	Model #	Description	MSRP Pricing	OMNIA Pricing
2	04530	<b><u>(2) Greensmaster TriFlex Hybrid 3320</u></b>	\$93,574	\$72,987.72
6	04653	11 Blade Cutting Unit	\$22,278	\$17,376.84
6	04256	Wide Wiehle Roller (One roller)	\$2,598	\$2,026.44
6	04650	Universal Rear Rotating Brush	\$7,860	\$6,130.80
6	132-0723	Adapter Kit RRB (w/o U - Groomer)	\$1,089	\$849.09
2	04554	Light Kit - LED	\$1,644	\$1,282.32

MSRP Sale Price: \$129,042.58  
OMNIA Discount: **(\$28,389.37)**  
**OMNIA Sale Price: \$100,653.21**  
**Setup and Delivery: \$2,013.06**

1	04530	<b><u>Greensmaster TriFlex Hybrid 3320</u></b>	\$46,787	\$36,493.86
3	04653	11 Blade Cutting Unit	\$11,139	\$8,688.42
3	04256	Wide Wiehle Roller (One roller)	\$1,299	\$1,013.22
3	04648	Universal Groomer Drive	\$7,419	\$5,786.82
3	04270	Soft QC Grooming Brush (21 Inch)	\$1,890	\$1,474.20
3	04802	Twin Tip Groomer Blade Assembly (21 Inch)	\$2,943	\$2,295.54
1	04554	Light Kit - LED	\$822	\$641.16
3	04650	Universal Rear Rotating Brush	\$3,930	\$3,065.40

MSRP Sale Price: \$76,229.00  
OMNIA Discount: **(\$16,770.38)**  
**OMNIA Sale Price: \$59,458.62**  
**Setup and Delivery: \$1,189.17**

## Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction. ***Based on the best information available today, it is our preferred and strong desire to deliver the product(s) to you at the price we are quoting today, but the current supply chain lag and volatile inflationary environment require us to have contingencies.***

All prices quoted include delivery to your facility unless otherwise stated. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for applicable taxes. All financed items will require lease documentation to be returned to the finance company and approved for shipment by the lessor before delivery can be completed.

### **ORDER ACCEPTANCE AGREEMENT**

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). All trades associated with this order are required to be ready for pickup and in the same condition we originally evaluated them in. **A 2.5% service fee will apply for all credit card transactions.**

**Reinders reserves the right to re-price all orders based on current market conditions. These will be reviewed once we receive confirmation that the product(s) are being shipped from manufacturing. Should there be a manufacturing price increase you will be notified and at that time can decide to pay the upcharge or cancel with no additional penalty.**

Quote I.D. # \_\_\_\_\_ Accepted Equipment Delivery Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Grant Rundblade  
Territory Manager  
Reinders, Inc.







TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Joe Themel, Fleet Manager

THROUGH: Michael Benard, Executive Director

RE: Fleet Vehicle Purchases

DATE: March 6, 2024

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**SUMMARY:**

Staff is seeking to replace three vehicles through cooperative state purchasing. It has been several years since we have been able to utilize this purchasing method due to unreliability in the delivery of vehicles. We are optimistic that the process is getting back to normal.

Vehicle	Replaces	Use	State Cost	Local Dealer Cost
2024 Ford F250 pickup truck	2014 F250	Projects Crew Superintendent/plow	\$50,058	\$52,166
2024 Ford F250 Crew cab	2013 F250 crew cab	Conservation Crew	\$53,798	\$59,036
2024 Ford F350 Crew cab dump truck	2014 F450 dump truck	Garbage crew and general hauling of materials	\$69,538	\$86,798
			<b>\$173,394</b>	<b>\$198,000</b>

Expected delivery is mid to late summer of 2024. The order window is open until the end of March to early April.

Per policy, we will continue to dispose of the existing vehicles through auction utilizing local trade in estimates for the base bid amount.

**PREVIOUS COMMITTEE/BOARD ACTION:**

These purchases were reviewed at the January 2024 Building and Grounds/Finance subcommittee meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

The FY2024 budget (10-101-000-57-5706-0000) includes the following items for the Parks fleet:

Item	Budget	Est. Total Purchase
Truck #1101(2014) Ford F250 Pickup	\$55,000	\$50,058

Truck #1112 (2014) Crew Cab/Dump Truck	\$65,000	\$69,538
Truck #1193 (2013) Crew Cab/Pickup	\$51,000	\$53,798
<b>Total</b>	<b>\$171,000</b>	<b>\$173,394</b>

**STAKEHOLDER PROCESS:**

Not applicable.

**LEGAL REVIEW:**

Legal counsel has previously reviewed the use of Intergovernmental Joint Purchasing Programs

**ATTACHMENTS:**

State Purchasing Order Forms

Comparable Pricing from local dealer

**ALTERNATIVES:**

Bids can be accepted; however previous experience indicates single bids will be received based non-competition between dealers.

**RECOMMENDATION:**

Staff recommends the purchase of the following equipment through the state purchasing:

2024 Ford F250 pickup truck for an amount of \$50,058

2024 Ford F250 Crew cab for \$53,798

2024 Ford F350 Crew cab dump truck for \$69,538



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038

**STATE OF ILLINOIS  
FORD F250/350 SUPER DUTY PICKUP  
GOVERNMENT PRICING**

ORDERING AGENCY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CELL: \_\_\_\_\_

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

QUANTITY: \_\_\_\_\_ COST EACH: \$ \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ TAX EXEMPT # E999 \_ - \_ - \_ - \_ - \_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TOTAL ORDER COST: \$ \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.

Morrow Brothers Ford Inc.  
1242 Main Street  
Greenfield, IL 62044

Phone # 1-217-368-3037  
Fax # 1-217-368-3517  
Email: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)

**PLEASE SUBMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

**Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.**

**2024 Ford Super Duty Truck Standard Equipment**

Engine 6.8L V8 Gasoline	Tow hooks – (2) front
4-Wheel Disc Anti-Lock Brake System (ABS)	(5) LT245/75R17E AS Tires w/Jack
Transmission TorqShift 10-Speed Automatic	Intermittent Windshield Wipers
Air conditioning	Black Vinyl Floor Covering
Power Windows/Locks/Mirrors	Outside Temperature Display
Remote keyless Entry	Overhead Console w/Storage and Map Lights
Cruise Control w/Tilt, Telescoping Wheel	PowerPoint – Auxiliary (2) in Dash
SYNC 4 Bluetooth Communications	Vinyl 40/20/40 Seat w/Armrest, Cup Holder, Storage
Rear View Back-Up Camera	Front & Side Airbags
Trailer Tow Mirrors with Power/Heated	SecuriLock® Passive Anti-Theft System
Glass Tow Package w/Receiver Hitch &	Auto Lamp (Auto On/Off Headlamps)
Wiring Trailer Brake Controller	Audio – AM/FM Stereo/MP3 Player
Tailgate – Removable w/key lock	In Bed Cargo Tie-Down Hooks (4)

**Exterior Colors and Seating Options**

<input type="checkbox"/> UM Agate Black Metallic	<input type="checkbox"/> AS Vinyl 40/20/40 Standard	\$0.00
<input type="checkbox"/> M7 Carbonized Gray Metallic	<input type="checkbox"/> 1S Cloth 40/20/40 Seating, Reg. or Ext. Cab	\$100.00
<input type="checkbox"/> PQ Race Red	<input type="checkbox"/> 1S Cloth 40/20/40 Seating, Crew Cab	\$300.00
<input type="checkbox"/> Z1 Oxford White	<input type="checkbox"/> LS Vinyl Bucket Seats for all Cabs	\$425.00
<input type="checkbox"/> HX Antimatter Blue Metallic	<input type="checkbox"/> 4S Cloth Bucket Seat(s) Reg. or Ext. Cab	\$515.00
<input type="checkbox"/> JS Ingot Silver Metallic	<input type="checkbox"/> 4S Cloth Bucket Seats Crew Cab	\$615.00
<input type="checkbox"/> LJ Darkened Bronze Metallic	<input type="checkbox"/> VSO Paint: Green, Orange, Yellow, etc.	\$860.00

**F250 / F350 Pickup Configurations and Options**

<input type="checkbox"/> F250 Regular Cab 4x2 8' Bed	\$43,415.00	<input type="checkbox"/> F350 Regular Cab 4x2 8' Bed	\$44,785.00
<input type="checkbox"/> 99N/44G 7.3L V8 Gasoline Engine	\$1,685.00	<input type="checkbox"/> 99T/44G 6.7L V8 Turbo Diesel Engine	\$9,870.00
<input type="checkbox"/> Extended Cab 6' 6" Bed	\$5,656.00	<input type="checkbox"/> Extended Cab 8' Bed	\$5,956.00
<input type="checkbox"/> Crew Cab 6' 6" Bed 4 Full Doors	\$4,160.00	<input type="checkbox"/> Crew Cab 8' Bed 4 Full Doors	\$4,460.00
<input type="checkbox"/> 4x4 Four Wheel Drive	\$4,243.00	<input type="checkbox"/> E-Locking Rear Axle	\$390.00
<input type="checkbox"/> TBM 17" All-Terrain Tires	\$160.00	<input type="checkbox"/> TDX 18" All-Terrain Tires (F350 only)	\$710.00
<input type="checkbox"/> 47B Plow Prep Dual Batteries, HD Alternator	\$720.00	<input type="checkbox"/> 66S Up-Fitter Switches (6)	\$160.00
<input type="checkbox"/> 18B Platform Running Boards	\$420.00	<input type="checkbox"/> 85G Tailgate Step	\$375.00
<input type="checkbox"/> GSB Grip Strut Running Boards	\$510.00	<input type="checkbox"/> 87S Retractable Bed Side Step	\$780.00
<input type="checkbox"/> 41H Engine Block Heater	\$100.00	<input type="checkbox"/> 52S Interior Work Surface 40/20/40 Only	\$140.00
<input type="checkbox"/> 17Z Off-Road Pkg LT285 Tires, S. Plate, E-Lock	\$990.00	<input type="checkbox"/> 592 Roof Clearance Lights	\$90.00
<input type="checkbox"/> 96V Fog Lights, Chrome Bumpers	\$225.00	<input type="checkbox"/> 43B Rear Defrost w/Dark Glass	\$90.00
<input type="checkbox"/> 85S Spray in Bed Liner	\$610.00	<input type="checkbox"/> 85L Drop in Plastic Bed Liner	\$390.00
<input type="checkbox"/> 43K 2kW On Board Pro Power	\$1,370.00	<input type="checkbox"/> 43C 120V/400W In Dash Outlet	\$175.00
<input type="checkbox"/> 66L In Bed LED Lighting	\$70.00	<input type="checkbox"/> 53W Gooseneck Hitch Prep Pkg.	\$580.00
<input type="checkbox"/> 76S Remote Start System	\$380.00	<input type="checkbox"/> WTX WeatherTech Floor Liners	\$220.00
<input type="checkbox"/> 61N Wheel Well Liners	\$320.00	<input type="checkbox"/> 61S Body Molded Splash Guards (4)	\$290.00
<input type="checkbox"/> FEM Fire Extinguisher w/Mount	\$170.00	<input type="checkbox"/> 76C Back-Up Alarm	\$135.00
<input type="checkbox"/> KWR Extra Key w/Remote	\$190.00	<input type="checkbox"/> CDS CD ROM Service Manual	\$375.00
<input type="checkbox"/> DL1 Delivery Per Single Unit	\$295.00	<input type="checkbox"/> MLT New M License/Title REQUIRED ILSOS	\$225.00
<input type="checkbox"/> APO Agency Pick Up NO Fuel	\$0.00	<input type="checkbox"/> APF Agency Pick Up Full of Fuel	\$210.00

Snow Plows and Spreaders

Plows include: Quick attach, E-hydraulic, Power angle, raise, lower, high carbon edge, halogen lights

<input type="checkbox"/>	Western 8' Pro PLUS Plow	\$8,485.00	<input type="checkbox"/>	Upgrade to LED Plow Lights	\$490.00
<input type="checkbox"/>	Western 8' 6" V-Plow	\$9,885.00	<input type="checkbox"/>	Rubber Snow Deflector	\$240.00
<input type="checkbox"/>	Western Wide-Out 8'-10' Plow	\$10,885.00	<input type="checkbox"/>	SaltDogg Tailgate Spreader	\$2,975.00

LED Warning Lights, Cab Guard, Ladder Rack, Liftgate, Caps, Toppers

<input type="checkbox"/>	Whelen 16" Century Minibar	\$890.00	<input type="checkbox"/>	Whelen 4 Corner LED Warning	\$890.00
<input type="checkbox"/>	Whelen RST Traffic Director	\$1,290.00	<input type="checkbox"/>	Whelen 54" Liberty II Lightbar	\$2,770.00
<input type="checkbox"/>	Cab Guard / Headache Rack	\$990.00	<input type="checkbox"/>	Ladder Rack 700# capacity	\$1,770.00
<input type="checkbox"/>	1,500# Alum. Platform Liftgate	\$4,980.00	<input type="checkbox"/>	1,500# Steel Platform Liftgate	\$4,780.00
<input type="checkbox"/>	Fiberglass Bed Cover	\$2,890.00	<input type="checkbox"/>	Cab High Fiberglass Topper	\$3,890.00
<input type="checkbox"/>	Locking Aluminum Tool Box	\$980.00	<input type="checkbox"/>	Tri-Fold Bed Cover	\$1,910.00

Service Body and Options

<input type="checkbox"/>	6 Compartment 8' Service Body, White	\$10,890.00	<input type="checkbox"/>	Flip-Tops for Service Body	\$1,190.00
<input type="checkbox"/>	Master Locking System	\$770.00	<input type="checkbox"/>	CTech Drawers starting at	\$1,180.00
<input type="checkbox"/>	Adjustable Hook Set (Pair)	\$140.00	<input type="checkbox"/>	LED Compartment Lighting	\$980.00
<input type="checkbox"/>	In Bed Cargo Area LED Work Light	\$370.00	<input type="checkbox"/>	Spray Liner Floor, Walls, Gate and Bumper	\$990.00
<input type="checkbox"/>	Paint other than white	TBD	<input type="checkbox"/>	E-Track w/2 Ratchet Straps	\$590.00

Requests / Notes:

Trade In Vehicle Information

VIN: \_\_\_\_\_ Miles: \_\_\_\_\_ Color: \_\_\_\_\_

Condition: \_\_\_\_\_

Email pictures to: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)



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Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038

**STATE OF ILLINOIS**  
**FORD F350/450/550/600 SUPER DUTY CHASSIS CAB**  
**GOVERNMENT PRICING**

ORDERING AGENCY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CELL: \_\_\_\_\_

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

QUANTITY: \_\_\_\_\_ COST EACH: \$ \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ TAX EXEMPT # E999 \_ - \_ - \_ - \_ - \_ - \_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TOTAL ORDER COST: \$ \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.

Morrow Brothers Ford Inc.  
1242 Main Street  
Greenfield, IL 62044

Phone # 1-217-368-3037  
Fax # 1-217-368-3517  
Email: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)

**PLEASE SUBMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

**Acceptance of an order by Ford Motor Company does not constitute a commitment to build or a guaranteed delivery date.**

**2024 Ford Super Duty Chassis Cab DRW Standard Equipment**

Engine 7.3L V8 Gasoline	Tow Hooks – (2) Front
4-Wheel Disc Anti-Lock Brake System (ABS)	(6) LT245/75R17E AS Tires (F350)
Transmission TorqShift 10-Speed Automatic	Windshield Wipers – Intermittent
Air Conditioning	Black Vinyl Floor Covering
Power Windows/Locks/Mirrors	Outside Temperature Display
Remote Keyless Entry	Overhead Console w/Storage and Map Lights
Cruise Control w/Tilt, Telescoping Wheel	PowerPoint – Auxiliary (2) in Dash
SYNC 4 Bluetooth Communications	Vinyl 40/20/40 Seat, Armrest, Cup Holder
Transmission PTO Provision	Front & Side Impact Airbags
Trailer Tow Mirrors with Power/Heated	SecuriLock® Passive Anti-Theft System
Glass 7-Wire Trailer Harness w/Relays	Auto Lamp (Auto On/Off Headlamps)
Trailer Brake Controller	Audio – AM/FM Stereo/MP3 Player
Up-Fitter Switches (6)	Roof Clearance Marker Lights

**Exterior Colors and Seating Options**

<input type="checkbox"/> UM Agate Black Metallic	<input type="checkbox"/> AS Vinyl 40/20/40 Standard	\$0.00
<input type="checkbox"/> M7 Carbonized Gray Metallic	<input type="checkbox"/> 1S Cloth 40/20/40 Seating, Reg. or Ext. Cab	\$100.00
<input type="checkbox"/> PQ Race Red	<input type="checkbox"/> 1S Cloth 40/20/40 Seating, Crew Cab	\$300.00
<input type="checkbox"/> Z1 Oxford White	<input type="checkbox"/> LS Vinyl Bucket Seats for all Cabs	\$360.00
<input type="checkbox"/> HX Antimatter Blue Metallic	<input type="checkbox"/> 4S Cloth Bucket Seat(s) Reg. or Ext. Cab	\$515.00
<input type="checkbox"/> JS Iconic Silver Metallic	<input type="checkbox"/> 4S Cloth Bucket Seats Crew Cab	\$615.00
<input type="checkbox"/> LJ Darkened Bronze Metallic	<input type="checkbox"/> VSO Paint: Green, Orange, Yellow, etc.	\$860.00

**F350 / F450 / F550 / F600 Chassis Cab DRW Configurations and Options**

<input type="checkbox"/> F350 Reg. Cab DRW 4x2 60" CA 14k GVWR	\$46,298.00	<input type="checkbox"/> F550 Reg. Cab DRW 4x2 60" CA 19k GVWR	\$53,793.00
<input type="checkbox"/> F450 Reg. Cab DRW 4x2 60" CA 16k GVWR	\$51,609.00	<input type="checkbox"/> F600 Reg. Cab DRW 4x2 60" CA 22k GVWR	\$58,678.00
<input type="checkbox"/> Extended Cab 60" CA	\$2,860.00	<input type="checkbox"/> 99T/44G 6.7L V8 Turbo Diesel Engine	\$9,870.00
<input type="checkbox"/> Crew Cab 60" CA	\$3,860.00	<input type="checkbox"/> Limited Slip Rear Axle	\$390.00
<input type="checkbox"/> 84" CA	\$210.00	<input type="checkbox"/> 4x4 Four Wheel Drive	\$2,970.00
<input type="checkbox"/> 108" CA F450 - F600	\$410.00	<input type="checkbox"/> TBM/TGK All-Terrain Tires (6)	\$210.00
<input type="checkbox"/> 120" CA F450 - F600	\$610.00	<input type="checkbox"/> 473 Plow Prep Dual Batteries, HD Alternator	\$720.00
<input type="checkbox"/> 63C Aft Axle Frame Extension F450 - F600	\$220.00	<input type="checkbox"/> 18B Platform Running Boards	\$420.00
<input type="checkbox"/> 41H Engine Block Heater	\$100.00	<input type="checkbox"/> GSB Grip Strut Running Boards	\$510.00
<input type="checkbox"/> 41P Skid Plates	\$150.00	<input type="checkbox"/> 872 Rear View Camera Prep	\$410.00
<input type="checkbox"/> 96V Fog Lights, Remote Start	\$290.00	<input type="checkbox"/> 52S Interior Work Surface 40/20/40 only	\$140.00
<input type="checkbox"/> 43K 2kW On Board Pro Power	\$1,370.00	<input type="checkbox"/> 43C 120V/400W In Dash Outlet	\$175.00
<input type="checkbox"/> 76C Back-Up Alarm	\$135.00	<input type="checkbox"/> WTX WeatherTech Floor Liners	\$220.00
<input type="checkbox"/> 61L Front Wheel Well Liners	\$180.00	<input type="checkbox"/> RSS Remote Start System	\$380.00
<input type="checkbox"/> FEM Fire Extinguisher w/mount	\$170.00	<input type="checkbox"/> 512 Spare Tire & Jack	\$300.00
<input type="checkbox"/> KWR Extra Key w/Remote	\$190.00	<input type="checkbox"/> CDS CD ROM Service Manual	\$375.00
<input type="checkbox"/> DL1 Delivery Per Single Unit	\$295.00	<input type="checkbox"/> MLT New M License/Title REQUIRED ILSOS	\$225.00
<input type="checkbox"/> APO Agency Pick Up NO FUEL	\$0.00	<input type="checkbox"/> APF Agency Pick Up Full of Fuel	\$210.00

### Snow Plows and Spreaders

Plows include: Quick attach, E-hydraulic, Power angle, raise, lower, high carbon edge, halogen lights

<input type="checkbox"/>	Western 9' Pro PLUS Plow	\$8,885.00	<input type="checkbox"/>	Western Wide-Out XL 8'6" - 11' Plow	\$10,985.00
<input type="checkbox"/>	Western MVP3 9' 6" V-Plow	\$9,885.00	<input type="checkbox"/>	Upgrade to LED Plow Lights	\$490.00
<input type="checkbox"/>	Western 10' Pro PLUS H.D. Plow	\$9,685.00	<input type="checkbox"/>	Rubber Snow Deflector	\$240.00

### LED Warning Lights, Cab Guard, Ladder Rack, Liftgate

<input type="checkbox"/>	Whelen 16" LED Minibar w/Quick-Fit	\$890.00	<input type="checkbox"/>	Whelen 4 Corner LED Warning	\$890.00
<input type="checkbox"/>	Whelen RST Interior Lightbar Rear w/TA	\$1,290.00	<input type="checkbox"/>	Whelen 54" Liberty II LED Lightbar	\$2,770.00
<input type="checkbox"/>	Whelen FST Interior Lightbar Front	\$1,290.00	<input type="checkbox"/>	Ladder Rack 700# capacity	\$1,770.00
<input type="checkbox"/>	Cab Guard / Headache Rack	\$990.00	<input type="checkbox"/>	1,500# Steel Platform Liftgate, S/B	\$4,780.00
<input type="checkbox"/>	Overhead Material Rack 1000 lbs. Capacity	\$2,460.00	<input type="checkbox"/>	1,500# Aluminum Platform Liftgate, S/B	\$4,980.00

### Service Body and Options

<input type="checkbox"/>	6 Compartment 9' Service Body, White	\$11,480.00	<input type="checkbox"/>	Flip-Tops for Service Body	\$1,190.00
<input type="checkbox"/>	6 Compartment 11' Service Body, White	\$13,980.00	<input type="checkbox"/>	CTech Drawers starting at	\$1,180.00
<input type="checkbox"/>	Master Locking System	\$770.00	<input type="checkbox"/>	LED Compartment Lighting	\$980.00
<input type="checkbox"/>	Paint other than white	TBD	<input type="checkbox"/>	E-Track w/2 Ratchet Straps	\$590.00

### Dump Bodies and Options

<input type="checkbox"/>	9' Steel Dump Body Painted Black		<input type="checkbox"/>	Upgrade to 11' Dump Body	\$14,270.00
<input type="checkbox"/>	14" Sides: Select Fixed or Fold-Down Sides		<input type="checkbox"/>	Rear Hitch Plate w/Receiver, D-Safety Rings, Tr	\$910.00
<input type="checkbox"/>	Cab Shield, Double Acting Tailgate	\$13,470.00	<input type="checkbox"/>	Underbody Tool Box	\$980.00
<input type="checkbox"/>	Power Up/Down DA Electric/Hydraulic Hoist		<input type="checkbox"/>	*Powder Coat Complete Dump Body*	\$1,470.00
<input type="checkbox"/>	LED B/T/T, Back-Up Alarm		<input type="checkbox"/>	UTG Stainless Steel Electric Spreader	\$8,980.00
<input type="checkbox"/>	*Powder Coat Upgrade Recommended*		<input type="checkbox"/>	V-Box Stainless Steel Electric Spreader	\$9,980.00

Central Hydraulics and Stainless Steel Bodies Available Upon Request

Flat Beds and Cargo Van Bodies Available Upon Request

F650 and F750 Chassis Cabs and Bodies Available Upon Request

Requests / Notes:

### Trade In Vehicle Information

VIN: \_\_\_\_\_ Miles: \_\_\_\_\_ Color: \_\_\_\_\_

Condition: \_\_\_\_\_

Email pictures to: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)





320 E. Roosevelt Rd., West Chicago, IL 60185  
Ph: (630) 731-3200

Date: 2/29/2024  
Salesperson: David Lindstrom  
Manager: Lou Tornabeni

**FOR INTERNAL USE ONLY**

**BUSINESS NAME** WHEATON PARK DISTRICT Home Phone : (630) 988-6900  
**CONTACT** Joe Themel  
1000 MANCHESTER RD.  
Address : WHEATON, IL 60187 Work Phone :  
DUPAGE  
E-Mail : joethemel@yahoo.com Cell Phone : (630) 988-6900

**VEHICLE**  
Stock # : F81898 New / Used : New VIN : 1FD8W3HNPED69458 Mileage: 6  
Vehicle : 2023 Ford F-350 Color : WHITE  
Type : XL 4x4 SD Crew Cab 179 in. WB DRW W3H  
Body Size : Style : Weight : 0 Unit Class :

Market Value Selling Price	86,232.00
Taxable Fees (Estimated)	35.00
DealerDoc	358.00
Non Tax Fees	173.00
Cash Deposit	.00
Balance	86,798.00

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

**INCLUDES READING 9 1/2 FT SL LANDSCAPE DUMP W/42" BULKHEAD**



ford.com

VEHICLE DESCRIPTION

**SUPER DUTY**

2023 F350 DRW/ 4X4 CREW CHAS  
XL 179" WB CHASSIS CAB  
7.3L DIET NA PFI V8 ENGINE  
10-SPEED AUTO TORQSHIFT

EXTERIOR  
OXFORD WHITE

INTERIOR  
MEDIUM DARK SLATE VINYL

PE D69458

EPA Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT  
REQUIRED ON THIS VEHICLE

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**

  - HEADLAMPS - AUTOLAMP (ON/OFF)
  - HEADLAMPS - WIPER ACTIVATED
  - MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
  - ROOF CLEARANCE LIGHTS
  - TOW HOOKS
  - TRAILER BRAKE CONTROLLER
  - TRAILER SWAY CONTROL
  - TRAILER TOW WIRE HARNESS
  - WIPERS - INTERMITTENT
- INTERIOR**

  - 4.2" PRODUCTIVITY SCREEN
  - AIR COND, MANUAL FRONT
  - BLACK VINYL FLOOR COVERINGS
  - OUTSIDE TEMP DISPLAY
  - PARTICULATE AIR FILTER
  - POWER LOCKS AND WINDOWS
  - STEERING/CLT/TELESCOPE CRUISE & AUDIO CONTROLS
  - UPFITTER SWITCHES
- FUNCTIONAL**

  - 4-WHEEL ANTILOCK BRAKE SYS
  - FORDPASS™ CONNECT 50M-FI HOTSPOT TELEMATICS MODEM
  - HILL START ASSIST
  - JEWEL EFFECT HEADLAMPS
  - REMOTE KEYLESS ENTRY
  - STABILIZER BAR, FRONT/REAR
  - SYNC®4 W/8" SCREEN
- SAFETY/SECURITY**

  - ADVANCETRAC™ WITH RSC®
  - AIRBAGS - SAFETY CANOPY®
  - BELT-MINDER CHIME
  - DRIVER/PASSENGER AIR BAGS
  - SECURILOCK® ANTI-THIEF SYS
  - SOB POST-CRASH ALERT SYS™
- WARRANTY**

  - 5YR/60,000 BUMPER / BUMPER
  - 5YR/60,000 POWERTRAIN
  - 5YR/100,000 ROADSIDE ASSIST
  - 5YR/100,000 DIESEL ENGINE

(MSRP)		(MSRP)
<b>INCLUDED ON THIS VEHICLE</b>		
<b>OPTIONAL EQUIPMENT/OTHER</b>		
<b>STANDARD EQUIPMENT PACKAGE</b>		
10-SPEED AUTO TORQSHIFT	NO CHARGE	\$54,720.00
L7245/75R17E BSW ALL-TERRAIN	185.00	1,845.00
4.30 RATIO LIMITED SLIP AXLE	385.00	
FRONT LICENSE PLATE BRACKET	NO CHARGE	55,565.00
PLATFORM RUNNING BOARDS	445.00	
FORD PRO UPFIT INTEGR REMOVAL	400.00	1,895.00
14000K GWR PACKAGE		
ENGINE BLOCK HEATER	100.00	
50 STATE EMISSIONS	NO CHARGE	
120V/400W OUTLET	175.00	
SNOW PLOW PREP PACKAGE	250.00	
SPARE TIRE AND WHEEL DELETE	55.00	
40 GAL AFT OF AXLE FUEL TANK	NO CHARGE	
410 AMP ALTERNATOR	115.00	
DUAL BATTERY	NO CHARGE	
REAR VIEW CAMERA & PREP KIT	415.00	
PRIVACY GLASS	225.00	
XL CHROME PACKAGE		
BACKGLASS DEFROST		
POWER SLIDING REAR WINDOW		
FOG LAMPS		
BRIGHT GRILLE		
REMOTE START SYSTEM		

PRICE INFORMATION

BASE PRICE	\$54,720.00
TOTAL OPTIONS/OTHER	1,845.00
TOTAL VEHICLE & OPTIONS/OTHER	55,565.00
DESTINATION & DELIVERY	1,895.00

<b>TOTAL MSRP</b>		<b>\$58,560.00</b>
Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a> .		
<b>RAIL</b>	ITEM #	41-3678 OVT 59
<b>RAIL TWO</b>		
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		

SPECIAL ORDER

RB06 R 68 2X 350 000108 11 10 23

02/29/2024

fuelconomy.gov

Calculate personalized estimates and compare vehicles.



The FordPass® Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

Based on 1977-2022 CY sales. Excludes FordPass Connect (optional on select vehicles). Service are required for remote features (see FordPass Connect website for details). Features and features depend on compatible AT&T network availability. Evolving technology/cellular network coverage may affect connectivity and prevent operation of connected features. Connected service includes Wi-Fi hotspot.

**FORD PROTECT**  
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

**READING SL 9'6" LANDSCAPER BODY W / 42" BULKHEAD INCLUDES:**

- 40" CAB GUARD
- 10GA. HOT ROLLED STEEL FLOOR W /3" FORMED CROSSMEMBERS ON 16" CENTER
- 7" STRUCTURAL CHANNEL LONG SILLS
- INTEGRAL STEEL UNDERSTRUCTURE WELDED DIRECTLY TO THE FLOOR, SIDES & FRONT BULKHEAD
- A1011 HOT-ROLLED 10GA. FRONT BULKHEAD REINFORCED TO THE LONG SILLS & FRONT CROSSMEMBER W /INTEGRAL CAB SHIELD
- 12GA. A1011 HOT-ROLLED FORMED SIDES 42" HIGH W /REINFORCED POSTS WELDED TO THE UNDERSTRUCTURE
- \* A1011 HOT-ROLLED 12GA. REINFORCED DOORS W /STEEL CAM LOCKS
- \* 52" CLEAR OPENING SIDE DOOR STANDARD
- \* 48" WIDE DUAL SWINGING REAR DOORS
- \* DOUBLE ACTING ELECTRIC HOIST
- \* URETHANE PRIMER AND BLACK TOP-COAT FINISH
- \* UNDERCOATED

INSTALL FACTORY SUPPLIED OEM BACKUP CAMERA  
TOW HITCH PLATE FOR 2" RECEIVER TUBE MOUNT  
7-WAY, ROUND SOCKET, FLAT PIN, RV STYLE TRAILER RECEPTACLE  
AFTERMARKET SINGLE-TONE BACKUP ALARM



330 E. Roosevelt Rd, West Chicago, IL 60185  
Ph: (630) 231-3200

Date: 2/29/2024  
Salesperson: David Lindstrom  
Manager: Lou Tornabeni

**FOR INTERNAL USE ONLY**

<b>BUSINESS NAME</b>	<b>WHEATON PARK DISTRICT</b>	Home Phone : <b>(630) 988-6900</b>
<b>CONTACT</b>	<b>Joe Themel</b>	
	<b>1000 MANCHESTER RD.</b>	
Address :	<b>WHEATON, IL 60187</b>	Work Phone :
	<b>DUPAGE</b>	
E-Mail :	<b>joethemel@yahoo.com</b>	Cell Phone : <b>(630) 988-6900</b>

<b>VEHICLE</b>			
Stock # : <b>3282W2B</b>	New / Used : <b>New</b>	VIN : <b>1FT7W2BA9RED63525</b>	Mileage: <b>0</b>
Vehicle : <b>2024 Ford F-250</b>	Color : <b>OXFORD WHITE</b>		
Type : <b>XL 4x4 SD Crew Cab 8 ft. box 176 in</b>	<b>W2B</b>		
Body Size :	Style :	Weight : <b>0</b>	Unit Class :

Market Value Selling Price	58,470.00
Taxable Fees (Estimated)	35.00
DealerDoc	358.00
Non Tax Fees	173.00
Cash Deposit	.00
Balance	59,036.00

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

**INCLUDES D.I. RUNNING BOARDS**



undefined

Preview Order 3282 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 02/29/2024 14:14:53 Receipt: 2/19/2024

Dealership Name: Haggerty Ford, Inc.

Sales Code : F41080

Dealer Rep.	LOUIS TORNABENI	Type	Fleet	Vehicle Line	Superduty	Order Code	3282
Customer Name	ST999	Priority Code	D1	Model Year	2024	Price Level	425

## DESCRIPTION

F250 4X4 CREW CAB PICKUP/176  
176 INCH WHEELBASE  
OXFORD WHITE  
CLOTH 40/20/40 SEAT  
MEDIUM DARK SLATE  
PREFERRED EQUIPMENT PKG.600A  
.XL TRIM  
.AIR CONDITIONING — CFC FREE  
.AM/FM STEREO MP3/CLK  
.6.8L DEVCT NA PFI V8 ENGINE  
10-SPEED AUTO TORQSHIFT-G  
LT245/75R17E BSW ALL-TERRAIN  
3.73 ELECTRONIC-LOCKING AXLE  
JOB #2 ORDER  
CV LOT MANAGEMENT  
FRONT LICENSE PLATE BRACKET  
10000# GVWR PACKAGE

## DESCRIPTION

50 STATE EMISSIONS  
120V/400W OUTLET  
SNOW PLOW PREP PACKAGE  
SPARE TIRE AND WHEEL  
JACK  
LED BOX LIGHTING  
UPFITTER SWITCHES  
410 AMP ALTERNATOR  
TOUGH BED SPRAY IN BEDLINER  
DUAL BATTERY  
XL CHROME PACKAGE  
.FOG LAMPS  
FUEL CHARGE  
PRICED DORA  
ADVERTISING ASSESSMENT  
DESTINATION & DELIVERY

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This is not an invoice.*

ORDERED  
\*ARRIVES IN APRIL\*  
2024



330 E. Roosevelt Rd, West Chicago, IL 60185  
Ph: (630) 731-3200

Date: 2/29/2024  
Salesperson: David Lindstrom  
Manager: Lou Tornabeni

**FOR INTERNAL USE ONLY**

<b>BUSINESS NAME</b>	<b>WHEATON PARK DISTRICT</b>	Home Phone : <b>(630) 988-6900</b>
<b>CONTACT</b>	<b>Joe Themel</b>	
	<b>1000 MANCHESTER RD.</b>	
Address :	<b>WHEATON, IL 60187</b>	Work Phone :
	<b>DUPAGE</b>	
E-Mail :	<b>joethemel@yahoo.com</b>	Cell Phone : <b>(630) 988-6900</b>

<b>VEHICLE</b>				
Stock # : <b>F81826</b>	New / Used : <b>New</b>	VIN : <b>1FTBF2BA3PEE21992</b>	Mileage: <b>6</b>	
Vehicle : <b>2023 Ford F-250</b>		Color : <b>OXFORD WHITE</b>		
Type : <b>XL 4x4 SD Regular Cab 8 ft. box 142</b>		<b>F2B</b>		
Body Size :	Style :	Weight : <b>0</b>	Unit Class :	

Market Value Selling Price	51,600.00
Taxable Fees (Estimated)	35.00
DealerDoc	358.00
Non Tax Fees	173.00
Cash Deposit	.00
Balance	52,166.00

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



KTP-003308

IL

9-HORVA, NB, 003308, PJ121

15365

CERT/CERT CERT TSD RAMP/BUMP/CAMP/BOOK/EXT/ROTA

01.61.30  
524/530

1FTB2B3

PEE21992 NB

GER

## VEHICLE DESCRIPTION

## SUPER DUTY

2C3 F250 SRW 4X4 REG CAB  
XL 142" WB STYLESIDE  
6.8L DIESEL V8 ENGINE  
10-SPEED AUTO TOROSHIFT-G



ford.com

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- BOX RAIL/TAILOGATE MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP
- HOOD/GRILL - BLACK
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

**INTERIOR**

- 4.2" PRODUCTIVITY SCREEN
- AIR COND. MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING/TILT/TELESCOPE CRUISE & AUDIO CONTROLS

**FUNCTIONAL**

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GM-FI
- HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FR
- SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC4® W/6" SCREEN

**SAFETY/SECURITY**

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURLOCK® ANTI-THIEF SYS™
- SOS POST-CRASH ALERT SYS™

**WARRANTY**

- 3-YR/50,000 MILE POWERTRAIN
- 5-YR/100,000 MILE DIESEL ENGINE
- 5-YR/100,000 MILE DIESEL ENGINE

## INCLUDED ON THIS VEHICLE

**OPTIONAL EQUIPMENT/OTHER**

- 10-SPEED AUTO TOROSHIFT-G
- 17.5L/7.9L 7.3L BSW ALL-TERRAIN
- 3.7L ELECTRONIC-LOCKING AXLE
- FRONT LICENSE PLATE BRACKET
- PLATFORM RUNNING BOARDS
- 1000W GVWR PACKAGE
- 50 STATE EMISSIONS
- 120V/400W OUTLET
- SNOW FLOW PREP PACKAGE
- ROOF CLEARANCE LIGHTS
- JACK TIE SWITCHES
- 410 AMP ALTERNATOR
- TOUGH BED SPRAY-IN BEDLINER
- DUAL BATTERY
- CLOTH 40/20/40 SEAT
- XL CHROME PACKAGE
- FOG LAMPS
- BOXLINK

## (MSRP)

NO CHARGE  
165.00  
430.00  
320.00  
NO CHARGE  
176.00  
250.00  
95.00  
145.00  
115.00  
595.00  
210.00  
100.00  
225.00

## (MSRP)

PRICE INFORMATION  
BASE PRICE \$46,780.00  
TOTAL OPTIONS/OTHER 2,845.00  
TOTAL VEHICLE & OPTIONS/OTHER 49,625.00  
DESTINATION & DELIVERY 1,995.00

## PE E21992

EXTERIOR  
OXFORD WHITE  
INTERIOR  
MEDIUM DARK SLATE CLOTH

## California Air Resources Board

## Environmental Performance

These ratings are not directly comparable to the U.S. EPA DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label)

Protect the environment. Choose vehicles with higher ratings:

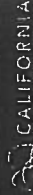
Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on the vehicle's measured emissions.



## GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

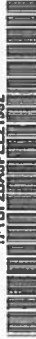
Frontal Crash	Driver Passenger	Not Rated
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat Rear seat	Not Rated
Based on the risk of injury in a side impact.		
Rollover		Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

1FTB2B3A3PEE21992



## FORD PROTECT

Join on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordProtect.com](http://www.FordProtect.com).

The FordPass® Connect modem is a factory-installed feature on select vehicles. It is not available on all vehicles. See your Ford dealer for details.

\*Based on 1977-2022 CY total sales. FordPass Connect is a registered trademark of Ford Motor Company.

Service is required for remote features (see FordPass Terms for details). Connected services are available on select vehicles. Connected services availability may vary by region. Connected services availability may limit functionality of certain features. Connected services are not available in all areas.

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).



Scan QR code to learn more about Ford Protect.

**TOTAL MSRP \$51,600.00**

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

RAMP ONE	RAMP TWO
RC73	RAIL
ITEM 1:	ITEM 2:
41-4590 OT 60	

## SPECIAL ORDER

PJ121 N RB 2X 350 003308 09 12 23

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Lubricants, and Tire Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

02/29/2024

TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning

THROUGH: Michael Benard, Executive Director

RE: WT Group C.O. 1 - adding Blanchard Building to the audit scope

DATE: March 6, 2024



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**SUMMARY:**

Now that the park district has purchased the Blanchard Building, staff recommends that it be added to the WT Group's list of facilities to be audited as part of our district wide ADA audit. The cost is \$3,200.

The Contract Sum prior to this Change Order	\$99,575.50
The Contract Sum will be increased by this Change Order	\$3,200.00
The new Contract Sum including this Change Orders will be	\$102,775.50

**PREVIOUS COMMITTEE/BOARD ACTION:**

The board approved an agreement with the WT Group at the July 19, 2023, board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

Dedicated funding for this change order is available through our 5-8 levy.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

C.O. 1 from the WT Group

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve C.O. 1 from The WT Group for \$3,200.

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## WHEATON PARK DISTRICT CHANGE ORDER

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<b>Project:</b>	2023/2024 WT ADA Audit Project	<b>Change Order No.:</b>	1
<b>To:</b>	WT Group	<b>Change Order Date:</b>	2/15/24
<b>Attn:</b>	John McGovern		
	2675 Pratum Ave.	<b>Contract Date:</b>	8/18/23
	Hoffman Estates, IL 60192		
<b>Contract For:</b>	2023/2024 WT ADA Audit Project		

---

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

1. Add the Blanchard Building to the overall location audit. Perform ADA audit, provide site audit report, transition plan data, shape file for site, and add site to whole system for final report data.

### Add to the Contract:

**\$3,200.00**

---

The original Contract Sum was	\$99,575.50
Net Change by previous Change Orders	\$[0.00]
The Contract Sum prior to this Change Order \$	\$99,575.50
The Contract Sum will be increased by this Change Order	\$3,200.00
The new Contract Sum including this Change Order will be	\$102,775.50
The Contract Time will not be changed	0
The Date of Completion as of the date of this Change Order therefore is	5/1/24

Wheaton Park District	WT Group
<b>Owner</b>	<b>Contractor</b>
102 East Wesley Street Wheaton, IL 60187	2675 Pratum Ave. Hoffman Estates, IL 60192
<b>Address</b>	<b>Address</b>
Michael J. Benard, Executive Director	John McGovern



## Additional Services Form

Project Name:	Wheaton Park District Access Audit and Transition Plan
Project Number:	R2300012
To:	Rob Sperl
Project Address:	102 E Wesley St, Wheaton, IL 60187
Submitted by:	Tanya Scheibe
Date:	2/9/23
Title of Change:	Access Audit of 1753 S Blanchard
Additional Services Number:	01
Additional Fee:	\$3,200.00
Impact to Schedule:	No schedule change
Description of Change or Additional Service:	The Park District asks to add access audit for newly acquired site at 1753 S Blanchard, to include site audit report, transition plan data, shapefile for this site and for this site to be viewed as part of the whole system for final report data.

We offer to complete these additional services for the fee shown above in accordance with the terms of our existing contract.

Client Signature:

Date of Acceptance:

TO: Board of Commissioners

FROM: Michelle Podkova, Museum Manager and Educator  
Emily O'Brien, Museum Curator

THROUGH: Michael Benard, Executive Director  
Andy Bendy, Director of Special Facilities

RE: Design of Museum *Enduring Values* Permanent Exhibit

DATE: March 6, 2024

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**SUMMARY:**

The DuPage County Historical Museum's (Museum) permanent exhibit, *Enduring Values*, was created in 1988 and is 36 years old. Standards in the museum field dictate permanent exhibit lifespans should be 10 years or less to preserve and rotate artifacts and modernize with current trends. The Intergovernmental Agreement between the County of DuPage (County) and Wheaton Park District (Park District), signed in 2008, requires the staff to create a plan and update *Enduring Values*.

In 2023, County and Park District, using the expertise of Museum staff, entered a partnership to update both County's *Heritage Gallery* and the Museum's *Enduring Values Gallery*. This joint venture allows for the two exhibits to be complimentary providing the best historical data to County residents without duplication of information. A joint Request for Proposal (RFP) resulted in a firm being chosen—Taylor Studios—for the design process. This process can be stopped at conceptual design or proceed through full detail design as an alternate. Once finalized, this process will allow the County and Museum to each pursue separately the creation of the bid specifications from a different firm which will allow the bidding for fabrication. The design process with Taylor Studios is expected to take a full year, possibly more once the contract is signed.

County and Park District staff are drafting the final contract. Once finalized, the contract is projected to be approved by both the County Board and the Park Board in March. While the project is a joint effort, each entity will pay for their part. The *Enduring Values* design process through concept design is \$25,000 and an alternate with detail design is an additional \$50,000. The total through detail design is \$75,000 that the Park District will pay directly to Taylor Studios. The Museum Foundation will reimburse the Park District per the reimbursement agreement. After the detail design is completed, the Museum will apply for grants including the Illinois Department of Natural Resources (IDNR) Museum Capital Grant. The Museum Foundation will also fundraise for the project. A separate firm will create bid specifications and the project will go out to bid.

**PREVIOUS COMMITTEE/BOARD ACTION:**

No previous action has been taken on the *Enduring Values* project however action related to this project includes the adoption of the Intergovernmental Agreement on July 16, 2008 that states:

1.13.3 Said Strategic Plan shall include a component setting out a plan for the regular updating, as necessary, of the permanent DuPage County History exhibit.

Other action with the County in partnership with the Museum and Park District has included two large restoration construction projects. One in 2016 to put on a new roof, which was paid for by the Goodwin donation of \$200,000 and an IDNR grant. The second last fall 2023, with a \$750,000 IDNR grant for the masonry reinforcement and gutter rebuild project which included structural reinforcement of the building. Both partnership projects went well for both sides.

**REVENUE OR FUNDING IMPLICATIONS:**

The following amounts were budgeted for the design of the *Enduring Values* permanent exhibit by the Foundation in 2024 for \$75,000.

ACCOUNT	BUDGETED AMOUNT
92-000-H00-52-5210-0000	\$75,000

**STAKEHOLDER PROCESS:**

The Museum Foundation will vote March 13 to pay for the cost of the *Enduring Values* exhibit. The cost is \$25,000 for conceptual design, \$75,000 to take it fully through detail design. The Park District will be reimbursed by the Museum Foundation through a reimbursement agreement.

County will assign a team to work with the Museum on this project. County owns the Museum building and all artifacts in the Museum's permanent collection. Museum staff will consult for County on their *Heritage Gallery* project and be compensated for such through a memorandum of understanding. Both exhibits will be led by their perspective organizations.

The design process will include Taylor Studios running a focus group for the DuPage residents interested in passing along their opinions. A survey is also in the scope of work.

**LEGAL REVIEW:**

Related agreements are currently under legal review.

**ATTACHMENTS:**

Scope of Work from Taylor Studios

**ALTERNATIVES:**

Scope of Work allows for both County and Park District to go through the Concept Design process with alternates of moving through the Detail Design. Main differences include deliverables of CAD files, final drawings and layout, and full narratives/labels completed.

**RECOMMENDATIONS:**

It is recommended that the Wheaton Park District Board of Commissioner's approve:

- A Joint Agreement for Professional Design Services between The Wheaton Park District, DuPage County and Taylor Studios.
- A Reimbursement Agreement with the DuPage County Historical Museum Foundation.



## Exhibit A: SCOPE OF WORK

### DuPage County Heritage Gallery and Wheaton Park District Enduring Values Gallery

02/06/2024

#### Project Objective

Create design documents for both the Heritage Gallery, 887 square feet, and Enduring Values, 940 square feet. Define design direction, content creation, and budget estimates for both. Exhibits will be designed in tandem as they need to complement each other and not duplicate content.

Both designs will be discussed in depth with client team to determine the best direction forward. TSI will begin by starting with the design ideas that have already been prepped by the client and build from there. The design for Heritage Gallery would focus on DuPage County events organized chronologically. Stories would be told using artifacts mounted in existing cases. The design for Enduring Values would strive to recreate an early-twentieth-century Main Street with storefronts that represent well known buildings around DuPage County. Artifact cases would be mounted within the storefront windows along with various mechanical and digital interactives.

#### Project Deliverables

Resource Analysis (RA) Questionnaire	Document of questions created by TSI for client to complete prior to kicking off project. Answers determine what resources are available for design team to use.
Schematic Design (SD)*	Digital pdf document that will include draft content outline, copywriting samples, floor plan, exhibit concept sketches and narratives and graphic look. This deliverable also includes a draft budget.
Concept Design (CD)*	Digital pdf document that will include final content outline, updated floor plan, detailed exhibit sketches with updated narratives and specific graphic templates. This deliverable also includes an updated budget.
Detail Design (DD)**	Digital pdf document that will include final floor plan, colored exhibit sketches with final narratives, CAD drawings, and final graphic templates. This deliverable also includes a word document of final copy and a final budget document.

\*Deliverables include a 3-week review period, deliverable walk-through call, and some revisions. Review periods for Heritage Gallery and Enduring Values will be staggered.

\*\* DD is listed as an alternate for both projects in the budget breakdown.

## Deliverable Overview and Timeline

Separate deliverables will be created for Enduring Values and Heritage Gallery. The projects will share a trip onsite for workshops. **A final detailed schedule will be developed once contract has been developed and signed. Dates here are subject to change based on completion date of final contract.**

Month	Enduring Values	Month	Heritage Gallery
March 2024	Contract Signed	March 2024	Contract Signed
April 2024	Resource Analysis & Kick Off	April 2024	Resource Analysis & Kick Off
May/June 2024	Workshop	May/June 2024	Workshop
June-late July 2024	Schematic Design	June-mid July 2024	Schematic Design
August/Sept 2024	Survey & Focus Group	August/Sept 2024	Survey & Focus Group
Sept-Nov 2024	Concept Design	Sept-Oct 2024	Concept Design
TBD	Detail Design	TBD	Detail Design
TBD	Complete	TBD	Complete

## Overall Budget Estimate

### **Taylor Studios will Provide:**

Design for Enduring Values & Heritage Gallery

- Resource Analysis
- Schematic Design
- Concept Workshop
- Survey & Focus Group Materials
- Concept Design

**Total: \$80,000\***

\*Estimated budget split between exhibits is \$50,000 Enduring Values and \$30,000 Heritage Gallery.

Alternate Price to add on DD for Enduring Values: \$25,000

Alternate Price to add on DD for Heritage Gallery: \$15,000

**Total for both exhibits through DD: \$120,000\*\***

\*Estimated budget split between exhibits is \$75,000 Enduring Values and \$45,000 Heritage Gallery.

**Exhibit A1: Project Tasks and Budget Detailed: Heritage Gallery [DuPage County]**

The language included in Exhibit A is hereby incorporated and adopted into this Exhibit. Listed below are tasks that may be included in each phase.

Task	Details	TSI	Client
<b>RA</b>			
RA Questionnaire Development	Personalize questionnaire document for client	x	
Complete RA Questionnaire	Answer all questions and provide supporting material needed to start project including any building plans, artifact lists, master plans, etc.		x
Artifact Catalog	Client provides organize catalog of potential artifacts for exhibit, including photos and dimensions		x
Kickoff Call	Call with project manager and client teams to go over contract and deliverable dates	x	x
<b>SD</b>			
Workshop prep	TSI team will prep presentation for both sites	x	
Site Visits & Workshop	Client will provide tours of both locations. TSI will lead presentation and discussion to determine central themes, subthemes, design direction and graphic look. Will include on-site and off-site work.	x	x
Bubble Floor Plan	Exhibit subtheme areas defined on floor plan	x	
Exhibit Sketches	Black and white overview exhibit sketches	x	
Exhibit Narratives	Description of exhibits and visitor experience	x	
Copy Writing Styles	Writing style options for future exhibit copy	x	
Content Outline	Outline of subthemes and major storylines	x	
Graphic Look	Graphic color scheme, fonts, and major design elements	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
Public Survey Developed	Package design elements that client would like to send out as a survey to public	x	
Public Survey Distributed	Client distributes survey and collects data to send to TSI		x
Stakeholder Focus Group	Present and discuss design concepts to stakeholders at a 1-day meeting (½ of the meeting for HG and ½ for EV), Client to coordinate and plan focus group, TSI to facilitate	x	x
<b>CD</b>			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	

Scope of Work – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

Exhibit Floor Plan	Detailed floor plan with all exhibit elements labeled	x	
Exhibit Sketches	Exhibit Sketches that show updated design concepts	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
Content Outline	Detailed content outline including every topic that will be included in each exhibit area	x	
Graphic Templates	One of each type of graphic is designed with placeholder copy and imagery	x	
Artifact Schedule	List of artifacts to include in exhibit	x	
Graphic Schedule	List of graphics in exhibit including size and material	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
<b>DD Add-alt</b>			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	
Exhibit Floor Plan	Detailed floor plan with dimensions	x	
Exhibit Sketches	All sketches updated and at least half are colored	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
CAD Drawings	Plan, Elevations, and Section views of exhibit walls and components with overall dimensions, graphic callouts and detail notes	x	
Finish Schedule	List of finishes used in exhibit, including any paint, stains, laminates, etc.	x	
A/V Wireframes	Overview of any a/v components and the story they tell	x	
Copy Document	Final copy for every graphic panel	x	
Graphic Templates	Graphic templates for every graphic	x	
Artifact Schedule	List of final artifacts to be used in exhibits and potential mounting methods	x	
Graphic Schedule	Final list of graphics in exhibit including size and material	x	
Draft Budget	Itemized budget	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Revisions	TSI will respond to feedback for Heritage Gallery and revise the deliverable prior to packaging up all final pieces	x	

**Base Price of Heritage Gallery work, RA through CD: \$30,000**

**Alternate Price to add on DD for Heritage Gallery: \$15,000**

**Not-to-Exceed Total for Heritage Gallery: \$45,000**

**Exhibit A2: Project Tasks and Budget Detailed: Enduring Values [Wheaton Park District]**

The language included in Exhibit A is hereby incorporated and adopted into this Exhibit. Listed below are tasks that may be included in each phase.

Task	Details	TSI	Client
<b>RA</b>			
RA Questionnaire Development	Personalize questionnaire document for client	x	
Complete RA Questionnaire	Answer all questions and provide supporting material needed to start project including any building plans, artifact lists, master plans, etc.		x
Artifact Catalog	Client provides organize catalog of potential artifacts for exhibit, including photos and dimensions		x
Kickoff Call	Call with project manager and client teams to go over contract and deliverable dates	x	x
<b>SD</b>			
Workshop prep	TSI team will prep presentation for both sites	x	
Site Visits & Workshop	Client will provide tours of both locations. TSI will lead presentation and discussion to determine central themes, subthemes, design direction and graphic look. Will include on-site and off-site work.	x	x
Bubble Floor Plan	Exhibit subtheme areas defined on floor plan	x	
Exhibit Sketches	Black and white overview exhibit sketches	x	
Exhibit Narratives	Description of exhibits and visitor experience	x	
Copy Writing Styles	Writing style options for future exhibit copy	x	
Content Outline	Outline of subthemes and major storylines	x	
Graphic Look	Graphic color scheme, fonts, and major design elements	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
Public Survey Developed	Package design elements that client would like to send out as a survey to public	x	
Public Survey Distributed	Client distributes survey and collects data to send to TSI		x
Stakeholder Focus Group	Present and discuss design concepts to stakeholders at a 1-day meeting (½ of the meeting for HG and ½ for EV), Client to coordinate and plan focus group, TSI to facilitate	x	x
<b>CD</b>			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	

Scope of Work – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

Exhibit Floor Plan	Detailed floor plan with all exhibit elements labeled	x	
Exhibit Sketches	Exhibit Sketches that show updated design concepts	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
Content Outline	Detailed content outline including every topic that will be included in each exhibit area	x	
Graphic Templates	One of each type of graphic is designed with placeholder copy and imagery	x	
Artifact Schedule	List of artifacts to include in exhibit	x	
Graphic Schedule	List of graphics in exhibit including size and material	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
<b>DD Add-alt</b>			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	
Exhibit Floor Plan	Detailed floor plan with dimensions	x	
Exhibit Sketches	All sketches updated and at least half are colored	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
CAD Drawings	Plan, Elevations, and Section views of exhibit walls and components with overall dimensions, graphic callouts and detail notes	x	
Finish Schedule	List of finishes used in exhibit, including any paint, stains, laminates, etc.	x	
A/V Wireframes	Overview of any a/v components and the story they tell	x	
Copy Document	Final copy for every graphic panel	x	
Graphic Templates	Graphic templates for every graphic	x	
Artifact Schedule	List of final artifacts to be used in exhibits and potential mounting methods	x	
Graphic Schedule	Final list of graphics in exhibit including size and material	x	
Draft Budget	Itemized budget	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Revisions	TSI will respond to feedback for Enduring Values Gallery and revise the deliverable prior to packaging up all final pieces	x	

**Base Price of Enduring Values work, RA through CD: \$50,000**

**Alternate Price to add on DD for Enduring Values: \$25,000**

**Not-to-Exceed Total for Enduring Values: \$75,000**



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Community Center Phase 2 Interiors – Change Order #3

DATE: March 6, 2024



---

**SUMMARY:**

Work on the Community Center phase 2 interiors is underway. Several small changes have been recommended.

CR15	Revisions from field order 4 – eliminated replacement of the spa basins	\$(70,068.40)
CR19	Overhead & Profit Adjustments from previously issued CO's	\$(1,730.27)
CR20	Added 2 gang floor box for power and data in the new office area	\$668.85
CR21	Replace existing cracked cast plumbing piping that was discovered during construction	\$1,501.50
CR23	Add finished wall at room 208 to match the rest of the space	\$1,515.80
	<b>Total Change</b>	<b>\$(68,112.52)</b>

**PREVIOUS COMMITTEE/BOARD ACTION:**

The original contract with Stuckey Construction was approved at the August 14, 2023 board meeting, along with a 10% contingency for this project. Change order 1 & 2 were approved as noted below.

**REVENUE OR FUNDING IMPLICATIONS:**

The original contract	\$3,945,000.00	Approved August 14, 2023
Change Order #1	\$12,003.56	Approved November 29, 2023
Change Order #2	\$30,843.89	Approved January 17, 2024
Change Order #3	\$(68,112.52)	Current Recommendation
<b>Total</b>	<b>\$3,919,734.93</b>	\$419,765.07 contingency remaining

**STAKEHOLDER PROCESS:**

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

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Williams recommendation letter - pending  
Stuckey quotes

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends the Wheaton Park District Board of Commissioners approve Change Order #3 in the amount of a (\$68,112.52) deduct with Stuckey Construction.



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

## Change Request

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

**Number:** 15  
**Date:** 1/19/24  
**Job:** 23-067 Wheaton PD Comm Ph 2 Remodel  
**Phone:**

**Description:** FIELD ORDER 4 CHANGES

We are pleased to offer the following specifications and pricing to make the following changes:  
SEE ATTACHED FOR SUMMARY

The total amount to provide this work is ..... \$-70,068.40

If you have any questions, please contact me at .

Submitted by: Brian Andrews

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

DATE: 2/13/2024  
TIME: 12:40 PM

Stuckey Construction, Inc.

EST. NO. 23-067  
PROJECT: WHEATON PARK DISTRICT - 2023 COMMUNITY CENTER INTERIOR REMODEL- PHASE 2  
LOCATION: 1777 S Blanchard St. Wheaton, IL 60189

QUANTITIES: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRICES: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_

Field Order #004 changes rev 1

ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT LABOR	UNIT MATERIAL	UNIT SUB	LABOR	MATERIAL	SUB	TOTAL
HOURS								0	0	0
	Sheet A01.3							0	0	0
(4.00)	1. Eliminate demolition and alteration of spa platform in Mens Whirlpool, per Revision #6. Existing grab bars are to remain.	1	LS					0	0	0
	Sheet A1.3							0	0	0
	2. Eliminate replacement of spa shells in Mens Spa #404 and Womens Spa #305 (Alternate Bid #4), per Revision #6.	IN BELOW						0	0	0
	DEMOLITION SHELLS STUCKEY CONSTRUCTION COMPANY	1	LS					0	0	0
	NEW SPA WORK WESTLAND BATH FURNISH	1	LS					0	0	0
	PLUMBING AT SPA WORK DUNS MECHANICAL	1	LS					-38,550.00	0	(38,550)
	ELECTRICAT SPA WORK DUNS MECHANICAL CO 2376.07 rev 1 KELLENBERGER	1	LS					-5,300.00	0	(5,300)
	TOTAL ALTERNATE CREDIT INCLUDING DEMO/CARPENTRY AND BOND	1	LS					-2,245.00	0	(2,245)
(6.00)	3. Eliminate patching of spa platform in Mens Spa #404, per Revision #6.	1	LS					-14,905.00	0	(14,905)
	4. Eliminate pool lifts at Mens Spa #404 and Womens Spa #305, per Revision #6.	IN BELOW						0	(200)	(200)
(8.00)	POOL LIFT CREDIT FURNISH AND INSTALL.	1	LS					0	0	0
IN COM1 CR#6	5. Alter doors at Mechanical #308 and Mechanical #402 to double doors, per Revision #6 and previously issued as part of Change Order #1.	1	LS					-10,000.00	(10,000)	(10,000)
0.00	6. Adjust location of frame "HH" at Womens Spa #305, to be in the same location as existing frame was, per Revision #6.	COORDINATE ONLY						0	0	0
	7. Add depth markers to drawings, per Revision #6. Depth markers were originally shown on the aquatic bid drawings.							0	0	0
0.00	8. Add signage by Owner for Rules and Bather load, per Revision #6.	BY OWNER						0	0	0
3.00	9. Add soap dispensers in shower stalls by Owner, per Revision #6. INSTALL ONLY FBO	6	EA					0	30	30
0.00	10. Alter swing of door into Mens ADA toilet stall, and delete urinal screen to provide proper ADA access (previously indicated in toilet partition shop drawings), per Revision #6.	IN SHOP REVISIONS						0	0	0
	Sheet A1.4							0	0	0
IN #9	11. Add note to Frame "HH", per Revision #6.	COORDINATE ONLY						0	0	0
	12. Add soap dispenser to Toilet Accessory Legend, per Revision #6	COORDINATE ONLY						0	0	0
	Sheet A2.3							0	0	0
IN BELOW CR'S	13. Eliminate ceiling patching in Womens Spa #305, per Revision #6. omit dfls patch scc allowed	1	ls					-882.00	0	(882)
	14. Add light fixtures in Mens Spa #404 and Womens Spa #305 to match electrical sheets. Note that these light fixtures were included on the electrical sheets in the bid documents.	1	ls					-500.00	0	(500)
	Sheet A7.1							0	0	0
0.00	15. Alter door size at Mens Sauna and alter wall construction on one wall of Mens Sauna (per previous onsite discussions) to accommodate existing conditions, per Revision #6 on drawing #2.	COORDINATE ONLY						0	0	0
0.00	16. Alter wing wall to plaster at Womens Sauna, per Revision #6 on drawing #4.	COORDINATE ONLY						0	0	0
IN COM1 CR#6	Sheet A9.1							0	0	0
CHAD TO COORDINATE SIZE	17. Alter hardware sets for Doors #308A and #402A per Revision #6 in Door Schedule.	COORDINATE ONLY						0	0	0
	18. Alter door size of Door #045A (Mens Sauna), per Revision #6 in Door Schedule.	COORDINATE CLS						0	0	0
	Sheet A9.2							0	0	0
0.00	19. Add door head detail #15 to indicate lintel size at double doors, per Revision #6.	COORDINATE ONLY						0	0	0
	Sheet ID1.3							0	0	0
0.00	20. Alter area of CT-5 in Womens Locker #303 / Women's Spa #305 to coordinate with change in location of Frame HH	COORDINATE ONLY						0	0	0
0.00	21. Alter portion of file outside Mens Spa #404 to CT-5.	COORDINATE ONLY						0	0	0
	Sheet P1.4							0	0	0
0.00	22. Revise location of hose valve located below lavs to face the opposite of wall towards the shower area at two locations, Mens and Womens Locker Rooms	COORDINATE ONLY						0	0	0
IN COM2 CR#07	Sheet HV1.3							0	0	0
IN COM2 CR#07	23. Revise steam generator serving Mens Steam room per note 13.	COORDINATE ONLY						0	0	0
	24. Add Note 14 as indicated on sheet HV1.3.	COORDINATE ONLY						0	0	0
	25. Relocate steam generators as shown on plans.	COORDINATE ONLY						0	0	0
IN BELOW ELECTRICAL CRS	Sheet ED1.3							0	0	0
	26. Revise drawing to show existing emergency call button to remain in Whirlpool 47.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	Sheet E1.1							0	0	0
	27. Revise drawing note #15.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	Sheet E1.3							0	0	0
IN BELOW ELECTRICAL CRS	28. Revise drawing note #10.	IN BELOW						0	0	0
IN COM2 CR#07	29. Revise device locations in Mech. 308 and Mech. 402.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	30. Revise electrical feed to steam generator in Mech. 402	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	31. Delete door operators in Womens Spa 305.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	32. Add fire alarm notification device in Women's Steam 306.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	33. Relocate door operators from Mens Spa 404 to Mens Sauna 405.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	Sheet E2.3	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	34. Remove lights shown on Mens and Womens Sauna to match architectural RCP's. Sauna lights are provided by Sauna manufacturer.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	35. Revise lighting layout in Womens Steam 306.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	36. Revise device location in Mech 308 and Mech 402.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	37. Add IDPH lighting compliance calculations.	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	Sheet E3.1	IN BELOW						0	0	0
IN BELOW ELECTRICAL CRS	38. Revise fixture type F14, previously revised in fixture submittal	IN BELOW						0	0	0
	KELLENBERGER FIELD ORDER 004 CHANGES SEEE ATTACHED CO 2376.07 rev 1 DATED 1/29/24 PARTIAL	1	LS					-1,204.00	0	(1,204)
	KELLENBERGER SEE ATTACHED CR2376.02 DATED 12/8/23 FIRE ALARM DEVICE	1	LS					2,133.00	0	2,133
	KELLENBERGER SEE ATTACHED CR2376.05 DATED 12/11/23 FIXTURE CHANGE	1	LS					1,882.00	0	1,882
8.00	SLAB/TOPPING REMOVALS AT SAUNA ROOMS	1	LS					300.00	0	300
	DELETE URINAL SCREEN PER COMMENTS AND SDI EMAIL DATED 2/12/24	1	LS					-75.00	0	(75)
								0	0	0
								0	0	0
	CARPENTER	(7)	HRS	117.00				(819)	0	(819)
LABOR		0	HRS	90.00				0	0	0
(7.00)								0	0	0
								0	0	0
								0	0	0
								0	0	0
	THIS IS THE END.							0	0	0
							(819)	(10,170)	(50,346)	(70,335)
							SOC @ 5% ON ADDS			
							TOTAL ADDS		5332	\$296.60
							TOTAL CREDIT			(\$70,068.40)

## Stuckey Construction Co.

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

### Change Request

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

**Number:** 19  
**Date:** 2/9/24  
**Job:** 23-067 Wheaton PD Comm Ph 2 Remodel  
**Phone:**

**Description:** OH&P Adjustmenst on previously issued CO's

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

CR#1 \$101.60/2= <\$50.80>  
CR#2 SCC work-No Change  
CR#3 \$213.30/2=<\$106.65>  
CR#4 \$375.80/2=<\$187.90>  
CR#5 \$341.60/2=<\$170.80>  
CR#6 rev 1 SCC Work-No Change  
CR#7 rev 2 \$720.57/2=<\$360.28>  
CR#8 \$125/2=<\$62.50>  
CR#9 \$122/2=<\$61>  
CR#10 \$927.10/2=<\$463.55>  
CR#11 \$149.97/2=<\$74.99>  
CR#12 \$383.60/2=<\$191.80>

Total Credit for previously issued CO's =Deduct \$1,730.27

The total amount to provide this work is ..... \$-1,730.27

If you have any questions, please contact me at .

Submitted by: Brian Andrews

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



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

## *Change Request*

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

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

**Description:** Wall room 208

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

JF carpentry :\$1,378  
SCC:\$137.80  
Total:\$1,515.80

The total amount to provide this work is ..... \$1,515.80

If you have any questions, please contact me at .

Submitted by: Brian Andrews

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





## Extra Work Order

2/21/2024

STUCKEY CONSTRUCTION-BRIAN ANDREWS

PHONE: 847-336-8575

EMAIL: [brian@stuckeyconstruction.com](mailto:brian@stuckeyconstruction.com)

PROJECT: Wheaton Park District

ORDER #: 3

### Description:

1. Furnish and install 3 5/8" framing and 5/8" drywall at southeast wall in Room 208.....\$1,378

JF Carpentry Services, Inc.  
A Minority Business Enterprise Company  
9226 Grand Ave ♦ Franklin Park, IL 60131  
Main Phone ♦ 847-916-2186      847-916-2187 ♦ Main Fax  
[www.jfcarpentry.com](http://www.jfcarpentry.com)

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Community Center Interior Renovation – Phase 2 WAA Additional Services to Bid Furniture Purchase

DATE: March 6, 2024



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**SUMMARY:**

Following completion of the current phase of work at the Community Center, furniture will be needed for the new athletic offices and other spaces to match the furniture purchased in the first phase. Williams Architects provided the attached proposal for professional services related to bidding the purchase of this new furniture. Their existing scope of work does not include this work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The January 6, 2023 Draft Letter of Proposal from WAA was approved at the January 18, 2023 board meeting and a final contract was approved at the August 14, 2023 board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

\$2,000,000 is currently budgeted in 2024 for Community Center renovations for Phase 2. An additional \$360,000 (18%) is allocated through our Special Recreation budget.

Current Contract Amount	\$361,395	Approved August 14, 2023
Additional Services to Bid Furniture	\$7,550	Current Recommendation
Total	\$368,945	

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Legal counsel prepared the contract documents with Williams Architects and determined the current proposal should be categorized as additional services.

**ATTACHMENTS:**

Williams Architects Proposal dated 20 February 2024

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve the fee from Williams Architects in the amount of \$7,550 for additional services related to bidding furniture.



20 February 2024

Mr. Michael Benard, Executive Director  
Wheaton Park District  
102 East Wesley Street  
Wheaton, IL 60187

Re: Additional Architectural Services to the Company  
Community Center Phase II remodel / Interior Design Service / Phase .65  
Project No. 2023-011

Dear Mike:

As per the terms of our Owner / Architect Agreement, Williams Architects has been directed to assist with Interior Design Services – Furniture for the open office work area as part of the Community Center Phase II remodel.

#### **PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE**

##### Conceptual Design/Contract Documents/Construction Administration

Williams Architects / Williams Interiors will prepare furniture plans and options to review with park district staff for open office 210 and the (8) private offices as part of the community center phase II remodel. We will develop 2-3 furniture floor plan options to review with staff that reflect the scope of items already provided by the park district. Williams Interiors will assist with the material and colors selections of all furniture items to coordinate with the renovation. Upon final approval of furniture selections, finishes and layouts we will develop detailed floor plans along with furniture specifications for the park district use in soliciting furniture bids. Interior renderings are not included.

The park district will be responsible for preparing all general requirements, administration, advertisement and solicitation of the furniture the bid package. Bidding administration is not included in the fee. Should such services be needed during the bidding process we will bill the district on an hourly basis as needed.

We have included one site visit at the completion of the furniture installation to prepare and distribute a furniture punch list. Should additional visits beyond the (1) included be needed we will bill the park district on an hourly basis.

#### **TOTAL PROFESSIONAL PROJECT SERVICE FEES**

We respectfully propose our Professional Services fees on a fixed fee of \$7,550.00 plus reimbursable expenses.

Our base services work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly basis from the rate table below.

**RATE TABLE**

Managing Principal .....	\$ 250.00/Hour
Senior Principal .....	\$ 231.00/Hour
Principal .....	\$ 225.00/Hour
Associate Principal .....	\$ 223.00/Hour
Senior Associate/Senior Project Mgr. ....	\$ 223.00/Hour
Associate / Project Manager .....	\$ 203.00/Hour
Architect III.....	\$ 180.00/Hour
Architect II .....	\$ 166.00/Hour
Architect I .....	\$ 149.00/Hour
Senior Project Coordinator II .....	\$ 180.00/Hour
Senior Project Coordinator I.....	\$ 166.00/Hour
Project Coordinator IV.....	\$ 135.00/Hour
Project Coordinator III .....	\$ 124.00/Hour
Project Coordinator II.....	\$ 105.00/Hour
Project Coordinator I.....	\$ 90.00/Hour
Project Technician II.....	\$ 70.00/Hour
Project Technician I .....	\$ 54.00/Hour
Aquatic Engineer II .....	\$ 214.00/Hour
Aquatic Engineer I .....	\$ 163.00/Hour
Director of Marketing .....	\$ 200.00/Hour
Marketing Coordinator.....	\$ 145.00/Hour
Accounting .....	\$ 192.00/Hour
Secretarial.....	\$ 135.00/Hour
Clerical.....	\$ 96.00/Hour
Director of Interior Design .....	\$ 182.00/Hour
Interior Designer V.....	\$ 142.00/Hour
Interior Designer IV .....	\$ 119.00/Hour
Interior Designer III.....	\$ 92.00/Hour
Interior Designer II .....	\$ 79.00/Hour
Interior Designer I .....	\$ 54.00/Hour

If you have any questions or comments regarding this matter, please feel free to contact us. If you wish us to proceed with this work, please sign on the line below and return to our office at your earliest convenience.

All future invoices shall include a separate line item for these additional services and will be indicated under Phase 65.

Cordially,



Tom Polous  
CEO / Managing Principal



Carrie Kotera  
Director of Interiors

xc: Sonja Sporleder / Williams Architects  
Scott Morlock / Williams Architects

**ACCEPTED BY:**

\_\_\_\_\_  
Printed Name and Title – Wheaton Park District Authorized Representative

\_\_\_\_\_  
Wheaton Park District Authorized Signature

\_\_\_\_\_  
Date

TO: 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 6, 2024



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**SUMMARY:**

The condition of the parking lots at the Central Athletic Complex necessitates repair/ replacement work. Traditionally we have considered permeable pavers as an alternate to replacement with asphalt. The city is currently considering changes to stormwater fees that may factor into this decision later in the year. The lot in the northeast corner of the site was previously converted to permeable pavers. We will also look at reconfiguring a portion of the existing lot. Depending on the final scope of work, the engineering of the site could become more involved considering the previous work done related to stormwater.

Engineering Resource Associates (ERA) has performed civil engineering services in the past at this location and is familiar with the stormwater issues. Staff requested a proposal from ERA to evaluate and report on various options for repair and replacement of the parking lots. The proposal also outlines services needed to design and permit the selected option.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

Account: 40-000-000-57-5701-0000	District-wide Asphalt	Budget: \$250,000
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**STAKEHOLDER PROCESS:**

A report of options will be presented to the board for discussion.  
Staff will be consulted for scheduling construction work.

**LEGAL REVIEW:**

Legal counsel will be engaged to prepare our standard agreement.

**ATTACHMENTS:**

ERA proposal

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Engineering Resource Associates in the amount of \$28,830 for civil engineering services related to the Central Athletic Complex, \$3,200 for a stormwater detention report if needed, and up to \$1,000 for reimbursable expenses.





Sent via email to [shinchee@wheatonparks.org](mailto:shinchee@wheatonparks.org)

February 15, 2024

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

**SUBJECT:** Letter Proposal for Professional Civil Engineering Services  
Central Athletic Complex Parking Lots Improvements (500 S. Naperville Road)

Dear Mr. Hinchee:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for site civil engineering and permitting assistance services for the rehabilitation of the existing parking lots and stairway improvements. The site is located at 500 S. Naperville Road, Wheaton, Illinois, west of Naperville Road, at the intersection of Indiana Street. The proposal is based upon your request for proposal, our knowledge of the project and our experience on similar projects.

#### PROJECT UNDERSTANDING

Wheaton Park District (District) desires to resurface the main parking lot and the two parking lots identified as Alternate 1 and Alternate 2 as indicated on the District's exhibit labeled "Exhibit 1 Central Athletic Complex Parking Lots" (See attached Exhibit 1). Each of the parking lots will be evaluated for the cost and benefits of utilizing permeable pavers vs. asphalt. Once this information is reviewed by the District a decision will be made to provide directions to ERA for final design and engineering.

In addition, the District requested a review of the parking lot configuration in order to maximize the number of spaces. Alternate 1 parking lot will be assessed for reconfiguration to provide additional parking spaces and efficient traffic flow. ERA will provide concepts for the District's review and final acceptance. ERA will meet with the District at this stage to confirm the District's direction for the proposed layout and scope of work for each parking lot. Once approved, a summary of the layout and the scope of work will be submitted to the District and will be the basis for the construction documents.

The sidewalks located adjacent to the existing parking lots will be evaluated and replaced if necessary. The stairs in the northwest corner of the main parking lot will be evaluated for current accessibility standards. Attention to construction staging will be incorporated into the engineering plans to minimize impacts to the facilities' programs. Once the preliminary layout is approved, the engineering plans will be prepared for bidding and construction.

#### SCOPE OF SERVICES

ERA will provide civil engineering services for the project in accordance with the following work plan:

1. *Meetings/Coordination/Project Administration* – ERA will meet up to four times with the District to discuss the project:  
*1.1 Project kick-off meeting*

WARRENVILLE	CHICAGO	CHAMPAIGN	MILWAUKEE
3S701 West Avenue, Ste 150 Warrenville, IL 60555 ☎ (630) 393-3060	10 S. Riverside Plaza, Ste 875 Chicago, IL 60606 ☎ (312) 474-7841	2416 Galen Drive Champaign, IL 61821 ☎ (217) 351-6268	342 N. Water Street, Ste 600 Milwaukee, WI 53202 ☎ (414) 238-9189

- 1.2 Project layout review meeting
- 1.3 75% Progress review meeting
- 1.4 95% Progress review meeting

ERA will coordinate with the City of Wheaton (City) staff and utility companies to review/discuss relevant issues and identify requirements for the project.

ERA will internally administer the project between departments, coordinate schedules, perform QA/QC reviews, and provide progress updates to the Park District.

2. *Data Gathering* –ERA will acquire available information from various sources including the following items:
  - 2.1. Review as-built drawings provided by District and plats of surveys data
  - 2.2. Request private utility atlases from utility companies
  - 2.3. Request public utility atlases from City
  - 2.4. County tax maps and aerials
3. *Permeable Pavers vs. Asphalt Evaluation* – ERA will provide a proposed estimate of construction costs analysis for the use of Permeable Pavers vs. Asphalt parking lots. This information will be presented in report form and broken out as Main Parking Lot, Alternate 1 Parking Lot, and Alternate 2 Parking Lot.
4. *Topographic Measurement and Base Plan* – *Topographic measurement will include the areas identified with the dashed red lines as indicated on Exhibit 1 Central Athletic Complex Parking Lots. The topographic measurements will be completed by ERA and combined with the utility atlas information and as-built information from others to form one base plan drawing. This drawing will be the basis for planning and alternative designs and construction documents.*
5. *Site Planning* – ERA will work together with the District to collaborate on two viable alternatives to Alternate Parking Lot 1 reconfiguration including budgetary cost opinions. Once the final layout is approved by the District. ERA will utilize the approved layout for the preparation of the engineering drawings.
6. *Stormwater Detention Design/Management Report* – *If the approved concept layout results in the need for stormwater detention, this task includes the effort required to design, prepare plans, prepare the stormwater management report, and permit the detention facility.*
7. *Engineering Design and Construction Documents* – An engineered site plan will be prepared based upon the approved concept plan. The plans and construction specifications will be prepared on standard 24" by 36" plan sheets according to the District's standard format. At 75% (Permit), 95% (Final) and 100% (Bid/Construction) completion Plan sets will be prepared and distributed. The following plan sheets are anticipated:
  - 7.1. Cover Sheet and Location Map
  - 7.2. General Notes
  - 7.3. Existing Conditions & Demolition
  - 7.4. Layout
  - 7.5. Utility and Geometry
  - 7.6. Grading and Erosion Control
  - 7.7. Landscaping Restoration
  - 7.8. Construction Details

An Engineer's Opinion of Construction Costs will be updated and included for the 75%, 95% and 100% submittal. The project will be let under a single contract. Parking

Lot Alternate 1 and Parking Lot Alternate 2 will be broken into two alternates for bidding purposes.

8. *Permitting Assistance\** – ERA will assist the District in the preparation of the permit application(s). This task includes the work necessary to prepare the initial submittal and one plan revision to address the various agency comments. The project will include all the parking lots under a single permit submittal. Permits anticipated for this project include:
- 8.1. City of Wheaton Site Development Permit
  - 8.2. IEPA NOI and Stormwater Pollution Prevention Plan

\*These tasks include one (1) revision to the plans based on permit comments from review agencies. Any additional revisions, changes, or modifications of the plan except as specifically noted are not included. Due to the nature of the governmental review process, the exact scope of final engineering services is unknown until the review agencies complete their review of the submitted documents. Time relating to the revisions of engineering plans based on regulatory agency review is unknown and uncertain at this time and if any, will be invoiced extra on an hourly basis based on actual work performed on the project.

#### SERVICES NOT INCLUDED

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee.

- Meetings, except as specifically noted
- Presentation at Public Meetings
- Boundary Plat of Survey
- Stormwater Management Report, except as noted
- Permit Fees
- Wetland Mitigation and Delineation Services
- Tree Species and Condition Survey
- Landscape Design
- Variance Procedures
- Design of Sanitary and Water Services
- Floodplain Analysis or Modeling
- Traffic Planning and Analysis
- Design of Offsite utilities or roadways
- Structural Design
- Architectural Services
- Geotechnical Engineering
- CCDD Testing and Documentation
- LEED Criteria and Design
- Photometric and Lighting Design
- Irrigation Design
- Plat of Easements
- Construction Observation
- Construction Layout
- Bidding Assistance
- As-Built Survey, Record Drawings, or As-Built Mark ups



### SCHEDULE

ERA has the qualified staff and resources available to fully staff the project for the duration of the anticipated schedule. ERA will assign staff resources required in order to have permitted bid documents completed by late fall 2024. The work described above is anticipated to be performed according to the schedule outlined below. If the project schedule or scope of services changes, ERA has additional staff and resources available to accommodate the project schedule. Delays beyond six months in the schedule may result in the increase in hourly rates associated with ERA standard billing rates. The milestone tasks described below reflect the anticipated schedule for this project.

1. Project Kick-off	April 2024
2. Data Gathering and Base Plan Preparation	May 2024
3. Topographic Measurement	May 2024
4. Permeable Pavers vs. Asphalt Evaluation	May 2024
5. Prepare Alternative Layout Concepts	June 2024
6. Submit 75% Final Engineering Plans	August 2024
7. Submit Permit Documents	August 2024
8. Submit 95% Final Engineering Plans	October 2024
9. Resubmit Permit Documents	October 2024
10. Submit 100% Bid Documents	November 2024

### SCHEDULE OF FEES

ERA is pleased to submit this Schedule of Fees to perform the work as described in our proposal.

WORK ITEM	FEE
Meetings/Coordination/Project Administration	\$ 4,500
Data Gathering	\$ 1,000
Permeable Pavers vs. Asphalt Evaluation	\$ 1,500
Topographic Measurement and Base Plan	\$ 5,900
Site Planning	\$ 2,100
Engineering Design and Construction Documents	\$ 11,000
Permitting Assistance	\$ 2,500
Subtotal:	\$ 28,500
ERA Direct Costs	\$ 330
Total:	\$ 28,830
X. Stormwater Detention Design/Management Report	\$ 3,200

The costs associated with the base services included in this proposal will be billed at an hourly basis, not-to-exceed fee of \$28,830 based upon the provided schedule.

Direct costs/reimbursable expenses including printing costs, mileage and postage will be charged at the actual rate incurred plus 0.0 (%) zero percent. Fees for services beyond the scope of this proposal are compensated for on an hourly basis in accordance with the scheduled hourly rates.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below and return one (1) copy for our files. Receipt of the executed proposal will serve as authorization to proceed with the project. The attached General Terms and Conditions are expressly incorporated into and are an integral

part of this proposal for engineering services.

If you have any questions, please contact me at 630.393.3060 or [jmayer@eraconsultants.com](mailto:jmayer@eraconsultants.com).

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.

A handwritten signature in black ink that reads "John F. Mayer". The signature is written in a cursive, flowing style.

John F. Mayer, P.E., C.F.M.  
Principal

Exhibit 1 - Central Athletic Complex Parking Lots

