Wheaton Park District

PUBLIC NOTICE

Wheaton Park District Board of Commissioners
SUBCOMITTEE MEETING
Wednesday August 5, 2026
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187
5:00 pm

Public Notice Date July 31, 2026

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the "Park Board") will hold a Subcommittee Meeting on Wednesday August 5, 2026, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

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

Michael J. Benard
Secretary

The Agenda for the August 5, 2026, Subcommittee Meeting is as Follows:

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

Subcommittee Meeting of the Wheaton Park District Board of Commissioners
August 5, 2026, 5:00 pm

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

COMMUNITY INPUT

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

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

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

DISCUSSION ITEMS

Finance and Administration

1. **Investment of Wheaton Park District Funds** – Presentations by Wheaton Bank & Trust and PMA
2. **Memo regarding sales tax rate changes affecting Wheaton Park District facilities**.
3. **Cream of Wheaton Payment to the City of Wheaton-** Review of payment to the City of Wheaton for special event support services for the Cream of Wheaton not to exceed $40,402.32
4. **Personnel Policy Manual** – Review of proposed amendments
5. **Approval of Payment exceeding $19,999.99 –** Review of cheerleading expenditures not to exceed $50,000

Buildings and Grounds

1. **Arrowhead Golf Club-** Review of driving range bid results
2. **Arrowhead Golf Club** Review of driving range materials testing
3. **Resolution 2026-03 –** Review of Resolution 2026-03 approving certain amendments to the Wheaton Park District parks, facilities, trails and open space naming policy
4. **Toohey Park** – Review of revisions to the Wheaton Park District comprehensive plan
5. **Resolution 2026- 04-** Review of Resolution 2026-04 OSLAD grant application
6. **Infield Renovations-** Review of purchase of additional Quick Pitch material
7. **Cosley Zoo-** Review of programming, concept development & cost estimating services proposal with Featherstone
8. **Wheaton Park District General Park Use Ordinance** - Review and discussion concerning park use ordinance amendments related to e-bike and micro mobility motorized devices in the parks

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)

TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: Investment Review and Investment Advisor Presentations

DATE: August 5, 2026

SUMMARY:
As part of our annual review, Wintrust and PTMA have been asked to present updated investment strategy recommendations that align with the District's established investment policy. This review will also include an assessment of the current economic environment and interest rate outlook, along with any recommended adjustments to the District's investment strategy to ensure continued compliance, optimization of returns, and prudent risk management

PREVIOUS COMMITTEE/BOARD ACTION:
Following the June 2025 Investment Advisor presentations, the board agreed to maintain the existing laddered approach in accordance with our investment policy.

REVENUE OR FUNDING IMPLICATIONS:
The District utilizes a CD and U.S. Treasury laddering strategy, while maintaining liquidity through collateralized money market funds held at Wheaton Bank and Trust. This approach is designed to balance income generation, capital preservation, and flexibility for future needs. Investments are structured to mature at six-month intervals over a three-year period, aligned with projected cash flow requirements.

STAKEHOLDER PROCESS:
N/A

LEGAL REVIEW:
N/A

ATTACHMENTS:
The District's investment policy, the most recent PTMA investment statement, Wintrust MaxSafe money market statement, and cash flow analysis.

ALTERNATIVES:
N/A

RECOMMENDATION:
Staff has scheduled representatives from Wintrust and PTMA to attend the August 5th meeting, with presentations planned for 5:15 PM and 5:30 PM, respectively.

A. *Scope of Investment Policy*

This investment policy applies to the investment activities of all funds of the Wheaton Park District (the "District" or the "Park District"). All financial assets shall be administered in accordance with the provisions of this policy.

B. *Responsibility for the Investment Program*

The establishment of investment policies is the responsibility of the Board. Management and administrative responsibility for the investment program is hereby delegated to the Executive Director and the Finance Director/Treasurer of the District. These two are the **investment officials** of the District. No person, unless authorized by the Executive Director and the Finance Director/Treasurer, shall make investment transactions on behalf of the Park District.

The Executive Director and the Finance Director/Treasurer shall be responsible for: 1) all investment transactions undertaken; 2) establishing a system of internal controls and written procedures consistent with this policy (see Section G.2) to regulate the activities in the portfolio; and 3) amending the internal controls and the written procedures from time to time as approved by the Executive Director in a manner not inconsistent with this policy or with State law.

C. *Objectives of Investment Policy*

The purpose of this policy is to establish investment guidelines for Park District officials who are responsible for the safekeeping of public funds. The Park District's funds must be invested in compliance with the requirements of the Public Funds Investment Act (30 ILCS 235/0.05 *et seq.*).

1. <u>Generally</u>

The District's investment portfolio shall be managed in a manner to avoid any transaction that might impair public confidence in the District. Investments shall be made with judgment and care, not for speculation but for investment, considering the probable safety of the principal first and the probable income to be derived second. Consistent with the Illinois Sustainable Investing Act (*30 ILCS 238/*), material, relevant and decision-useful sustainability factors will be regularly considered by the District,

within the bounds of financial and fiduciary prudence, in evaluating investment decisions.

2. Risk Management
Safety of principle is the foremost objective of the Investment Policy of the Park District. Each transaction shall first ensure that principal losses, whether through defaults or erosion of value via fluctuations in market prices, are avoided. The objective will be to mitigate credit risk and interest rate risk.

   a. Credit Risk
   The Park District will minimize credit risk, or the risk of loss due to the failure of the security issuer or backer, by diversifying the investment portfolio so that potential losses on individual securities will be minimized.

   b. Interest Rate Risk
   The Park District will minimize the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates by:

      i. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and

      ii. Investing funds primarily in shorter-term securities, money-market mutual funds, or similar investment pools.

3. Liquidity
The District's investment portfolio shall remain sufficiently liquid to enable the District to meet present and anticipated cash flow requirements. This is accomplished by structuring the portfolio so that investment maturities meet the District's cash flow needs.

4. Return on Investment
   The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

   a. A security with declining credit may be sold early to minimize loss of principal.

   b. A security swap that would improve the quality, yield, or target duration in the portfolio, may be executed, subject to restrictions applicable by law or contract.

   c. Liquidity needs of the portfolio require that the security be sold; provided the Finance Director shall report to the Executive Director prior to and immediately following said sale.

D. Standard of Care

1. Prudent Person Standard
   The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officials shall at all times exercise due diligence and shall act in accordance with this Investment Policy and all applicable legal procedures. Investment officials shall promptly report any material change in an individual security credit risk or market price change. All sales of security shall be executed in accordance with the terms of this policy. The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment,

considering first the probable safety of their capital and second the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that have the potential to conflict with the proper execution and management of the investment program, or that have the potential to impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Park District. All officers and employees involved in the investment process shall maintain strict compliance with the Park District's Ethics Ordinance (Ordinance No._2009-2).

E. Investment Selection

While striving to achieve the objectives of this investment policy and in accordance with Section 2 of the Public Funds Investment Act (30 ILCS 235/2)), the Park District has approved the following for investment of public funds (for purposes of this policy, the term "public funds" shall mean current operating funds, special funds, interest and sinking funds and funds of any kind or character belonging to or in the custody of the Park District, provided that funds accruing from any sale of the Park District's bonds, notes, warrants or other securities may be further restricted):

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.

2. Bonds, notes debentures, or other similar obligations of the United States of America, its agencies, and it its instrumentalities. The term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, Fannie Mae, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress.

3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing times deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.

4. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in 1 or 2 of this section of this policy.

5. Interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be registered in the name of the Park District or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

6. Investments may be made only in banks which are insured by the Federal Deposit Insurance Corporation. The Park District may invest any public funds in short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by

the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the District's Board of Park Commissioners (the "Board") , the public funds so invested will be required for expenditure by the Park District. The expressed judgment of the Board as to the time when any public funds will be required for expenditure or be redeemable is final and conclusive. The District may invest any public funds in dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.

7. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The Park District may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.

8. Purchase or invest in repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder. The government securities, unless registered or inscribed in the name of the Park District, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

All investments must be denominated in U.S. dollars.

F. Collateral

The Park District shall require that funds on deposit or placed in investments in excess of insured limits be secured by a form of collateral in accordance with applicable law. The District will accept any of the following assets as collateral:

1. U.S. Government Securities
2. Obligations of Federal Agencies
3. Obligations of the State of Illinois
4. General Obligation municipal bonds rated "A" or better issued by a governing body in the State of Illinois

The amount of collateral provided shall not be less than 110 percent of the fair market value of the net amount of District funds on deposit at each financial institution.

Pledged collateral shall be held by the Wheaton Park District, the Federal Reserve or kept in a safekeeping account by a third party and evidenced by a safekeeping agreement and receipt.

G. Safekeeping and Custody

1. Qualifying Financial Institutions
   a. Institution Security
      With respect to bank accounts maintained at financial institutions, it shall be the policy that the Park District will not maintain funds on deposit in any financial institution that is not a member of the F.D.I.C.

      All institutions in which the District makes investments must be designated as approved depositories by the District's Board of Park Commissioners.

   b. Location
      The Wheaton Park District will maintain operating and investment accounts in financial institutions within the Wheaton Park District whenever possible.

c. Statement of Condition
All depository institutions shall provide a current statement of condition in compliance with Section 6 of the Public Funds Investment Act.

d. SAS Report
The institution serving as the District's primary banking institution as well as any safekeeping institution(s) providing safekeeping services as explained in Section F above, shall annually provide a copy of their most recent report on internal controls – Service Organization Control Reports (formerly 70, or SAS70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011).

If, for any reason the information furnished is considered by the Finance Director/Treasurer to be insufficient, additional data may be requested. The refusal of any institution to provide such data upon request may serve as sufficient cause for the withdrawal of Park District funds.

2. Internal Controls
The investment officials are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

a. Best efforts will be made to separate responsibilities of transaction authority from accounting and recordkeeping;

b. Custodial safekeeping;

c. Avoidance of physical-delivery securities;

d. Clear delegation of authority to subordinate staff members;

e. Purchase or sale of all certificates of deposit or treasuries must be authorized by any two of the following employees, Executive Director, Finance Director, Assistant Finance Director or Finance Manager;

f. Written confirmation of telephone transactions for investments and wire transfers;

g. Development of a wire transfer agreement with the lead bank or third party custodian.

Compliance should be assured through the Park District's annual independent audit.

3. Delivery vs. Payment
All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

H. Investment Parameters

Maturity
The maximum maturity of individual securities will be 4 years from the settlement date. The maximum weighted average maturity of the portfolio will not exceed 2.5 years (can be less).

The District may hire an outside Investment Manager to manage all or some portion of the District's portfolio. Any investment manager retained by the District shall notify the District if any security held in the portfolio under the manager's direction is downgraded below the minimum rating set forth in this policy and shall advise the District as to a recommended course of action.

1. Diversification
   The Park District's investment objective is to make productive use of reserves while limiting credit and interest rate risk. Therefore, the following limitations are in force:

   a. No individual issuer shall account for more than 5% of the value of the portfolio (direct obligations of the US Treasury, FDIC insured obligations, and money market funds).

   b. At least quarterly, any outside investment managers must furnish a detailed list of holdings so that the District can be assured that the limitations established here have not been violated.

I. Reporting

1. <u>Methods</u>
   The Finance Director/Treasurer will prepare an investment schedule quarterly. This report should be provided to the Board. The report will indicate:

   a. Listing of individual securities held at the end of the reporting period by fund;

   b. Listing of investments by maturity date;

   c. Interest rate of each investment;

   d. Amortized book value of each investment.

2. Marking to Market
   The market value of the portfolio shall be calculated at least annually.

J. *Selection of Investment Advisors, Money Managers and Financial Institutions*
To the extent that the Park District requires advice concerning its investments, the Park District's Finance Director/Treasurer and Executive Director may, from time to time, recommend contracting with investment advisors or money managers. Any such investment advisor or money manager shall provide the Finance Director/Treasurer and Executive Director with audited financial statements, proof of state registration, certification of having read this Investment Policy, and references of previous clients. The Finance Director/Treasurer and Executive Director shall review the proposals of such individuals or firms, and shall make a recommendation to the Board concerning a contract.

No investment advisor, money manager or financial institution shall be retained except by contract approved by the Board.

K. *Annual Review*
The District's Finance Director/Treasurer and Executive Director shall review this policy on an annual basis, and make any recommendations for amendments to the Board. No amendment shall be effective unless approved by the Board.

PMA Monthly Statement

Wheaton Park District

Activity Summary (NF01-10731-0101) General Account

6/1/2026 - 6/30/2026

Investment Pool Summary	Cash
Beginning Market Balance	$3,878.26
Purchases	$3,235.65
Redemptions	($3,878.26)
Ending Market Balance	$3,235.65
NAV / Share Price	1.000
Total	**$3,235.65**

Your Representative
Benjamin Carney
(630) 657-6528
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Representatives are associated with PMA Securities, LLC

Wheaton Park District
855 W. Prairie
Wheaton, IL 60187

PTMA Financial Solutions
2135 City Gate Lane, 7th Floor
Naperville, IL 60563

PTMA

PMA Monthly Statement

Wheaton Park District

Transaction Activity (NF01-10731-0101) General Account

Cash 6/1/2026 - 6/30/2026

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	NAV / Share Price	Shares this Transaction
13597984	06/02/2026	06/02/2026	Phone FRI Redemption	($3,878.26)	$0.00	$1.000	(3,878.260)
13747325	06/18/2026	06/18/2026	FRI Interest Purchase, SEC-71620-1 UBS BANK USA, 90355GJ49	$0.00	$814.20	$1.000	814.200
13758991	06/22/2026	06/22/2026	FRI Interest Purchase, SEC-71652-1 UNITED BANKERS BANK, 909557MG2	$0.00	$761.33	$1.000	761.330
13806049	06/26/2026	06/26/2026	FRI Interest Purchase, SEC-71662-1 UNIVERS BK W COVINA, 91337VAT1	$0.00	$761.33	$1.000	761.330
13817521	06/29/2026	06/29/2026	FRI Interest Purchase, SEC-68343-1 PREFERRED BANK LA CALIF, 740367VP9	$0.00	$898.79	$1.000	898.790
	06/30/2026	06/30/2026	Total Dividend Reinvestment	$0.00	$0.00	$1.000	
				($3,878.26)	**$3,235.65**		**(642.610)**

Beginning Market Value $3,878.26 | Ending Market Value $3,235.65

PTMA

PMA Monthly Statement

Wheaton Park District

SDA Transaction Activity (NF01-10731-0101) General Account

SANTANDER BANK, NA 6/1/2026 - 6/30/2026

Code	Transaction	Holding Id	Settle Date	Description	Deposit	Withdrawals	Interest/Adjustment	Balance
P	43222645	SDA-1284879-1	06/02/2026	Deposit	$3,878.26	$0.00	$0.00	$33,288.30
P	43399819	SDA-1284879-1	06/30/2026	Interest	$0.00	$0.00	$84.57	$33,372.87
					$3,878.26	**$0.00**	**$84.57**	

Beginning Balance: $29,410.04 | Ending Balance: $33,372.87

PMA Monthly Statement

Wheaton Park District

Fixed Income Investments

Interest 6/1/2026 - 6/30/2026

Type	Holding Id	Trade Date	Description	Interest
DTC	71620-1	06/18/2026	UBS BANK USA, 90355GJ49, Coupon Payment	$814.20
DTC	71652-1	06/22/2026	UNITED BANKERS BANK, 909557MG2, Coupon Payment	$761.33
DTC	71662-1	06/26/2026	UNIVERS BK W COVINA, 91337VAT1, Coupon Payment	$761.33
DTC	68343-1	06/29/2026	PREFERRED BANK LA CALIF, 740367VP9, Coupon Payment	$898.79
SDA	1284879-1	06/30/2026	SANTANDER BANK, NA, Interest	$84.57
				$3,320.22

PMA Monthly Statement

Wheaton Park District

Current Portfolio

6/30/2026

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV / Share Price	Face/Par/Shares	Market Value
Cash				06/30/2026		Cash Account Balance	$3,235.65		$1.000	3,235.650	$3,235.65
SDA	P	1284879-1	06/30/2026	06/30/2026		SANTANDER BANK, NA, MA	$33,372.87	3.100%		33,372.870	$33,372.87
CD	N	1374452-1	02/20/2025	02/20/2025	08/13/2026	Farmers and Merchants Union Bank, WI	$235,400.00	4.183%		249,939.130	$235,400.00
CD	N	1374454-1	02/20/2025	02/20/2025	08/13/2026	GBank, NV	$235,300.00	4.186%		249,845.690	$235,300.00
CD	N	1386190-1	08/22/2025	08/22/2025	08/18/2026	Solera National Bank, CO	$240,000.00	4.121%		249,782.610	$240,000.00
DTC	N	68343-1	02/20/2025	02/28/2025	08/28/2026	PREFERRED BANK LA CALIF, 740367VP9	$249,252.32	4.180%		249,000.000	$249,099.72
SEC	6	68328-1	02/19/2025	02/20/2025	08/31/2026	US TREASURY N/B, 91282CCW9	$995,518.13	4.180%		1,048,000.000	$1,042,780.47
SEC	6	68329-1	02/19/2025	02/20/2025	02/15/2027	US TREASURY N/B, 912828V98	$1,249,020.00	4.170%		1,296,000.000	$1,282,012.31
CD	N	1374453-1	02/20/2025	02/20/2025	02/19/2027	Uinta Bank, WY	$230,500.00	4.215%		249,902.530	$230,500.00
CD	N	1374455-1	02/20/2025	02/20/2025	02/19/2027	Baxter Credit Union, IL	$230,500.00	4.211%		249,886.060	$230,500.00
DTC	N	68341-1	02/20/2025	02/27/2025	03/01/2027	BANK OF AMERICA NA, 06051XQU9	$244,185.84	4.210%		244,000.000	$244,435.27
SEC	6	68330-1	02/19/2025	02/20/2025	08/31/2027	US TREASURY N/B, 91282CAH4	$1,993,897.85	4.190%		2,185,000.000	$2,095,722.28
SEC	6	68331-1	02/19/2025	02/20/2025	02/15/2028	US TREASURY N/B, 9128283W8	$1,749,048.83	4.190%		1,822,000.000	$1,782,072.58
CD	N	1374451-1	02/20/2025	02/20/2025	02/22/2028	KS StateBank, KS	$221,400.00	4.282%		249,892.970	$221,400.00
CD	N	1386378-1	08/25/2025	08/25/2025	08/16/2028	Bank Hapoalim B.M., NY	$225,900.00	3.570%		249,917.130	$225,900.00
CD	N	1386376-1	08/25/2025	08/25/2025	08/16/2028	FirstBank Puerto Rico, PR	$225,400.00	3.650%		249,900.980	$225,400.00
CD	N	1386374-1	08/25/2025	08/25/2025	08/16/2028	High Plains Bank, OK	$224,400.00	3.823%		249,948.870	$224,400.00
CD	N	1386372-1	08/25/2025	08/25/2025	08/16/2028	Truxton Trust Company, TN	$225,600.00	3.624%		249,946.670	$225,600.00
CD	N	1386373-1	08/25/2025	08/25/2025	08/21/2028	Oklahoma Capital Bank, OK	$225,800.00	3.572%		249,932.380	$225,800.00
CD	N	1386375-1	08/25/2025	08/25/2025	08/21/2028	DMB Community Bank, WI	$172,500.00	3.570%		190,924.130	$172,500.00
CD	N	1386379-1	08/25/2025	08/25/2025	08/25/2028	Security Bank and Trust Company, OK	$225,200.00	3.650%		249,881.920	$225,200.00
CD	N	1386380-1	08/25/2025	08/25/2025	08/25/2028	Luana Savings Bank, IA	$225,200.00	3.650%		249,881.920	$225,200.00

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV / Share Price	Face/Par/Shares	Market Value
DTC	N	70208-1	08/25/2025	09/02/2025	09/05/2028	GOLDMAN SACHS BANK USA, 38150V5P0	$245,825.21	3.581%		245,000.000	$242,248.72
CD	N	1396867-1	02/17/2026	02/17/2026	02/15/2029	EvaBank, AL	$226,900.00	3.380%		249,886.650	$226,900.00
SEC	4	71669-1	02/17/2026	02/18/2026	02/15/2029	STRIPS, 912833XN5	$413,397.63	3.380%		457,000.000	$409,838.19
CD	N	1396907-1	02/17/2026	02/17/2026	02/16/2029	First Capital Bank, SC	$226,900.00	3.360%		249,768.660	$226,900.00
DTC	N	71617-1	02/11/2026	02/18/2026	02/20/2029	MORGAN STANLEY PVT BANK, 61776NV83	$245,815.47	3.732%		245,000.000	$242,558.67
DTC	N	71620-1	02/11/2026	02/18/2026	02/20/2029	UBS BANK USA, 90355GJ49	$249,841.93	3.731%		249,000.000	$246,461.35
DTC	N	71619-1	02/11/2026	02/18/2026	02/20/2029	MORGAN STANLEY BANK NA, 61778EPL9	$245,815.47	3.732%		245,000.000	$242,558.67
DTC	N	71652-1	02/17/2026	02/20/2026	02/20/2029	UNITED BANKERS BANK, 909557MG2	$249,900.48	3.473%		249,000.000	$244,890.38
DTC	N	71651-1	02/17/2026	02/25/2026	02/26/2029	GENESEE REGIONAL BANK, 37173RBJ1	$245,875.30	3.374%		245,000.000	$240,399.19
DTC	N	71663-1	02/17/2026	02/25/2026	02/26/2029	CELTIC BANK, 15118R4B0	$249,843.75	3.531%		249,000.000	$245,193.59
DTC	N	71662-1	02/17/2026	02/26/2026	02/26/2029	UNIVERS BK W COVINA, 91337VAT1	$249,900.48	3.473%		249,000.000	$244,860.92
							$12,510,647.21			**13,252,846.820**	**$12,688,640.83**

Time and Dollar Weighted Average Portfolio Yield: 3.810%

Weighted Average Portfolio Maturity: 528.80 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments.

Fixed Income Portfolio Summary

Type	Allocation (%)	Allocation ($)	Description
Cash	0.026%	$3,235.65	Cash Account
SDA	0.267%	$33,372.87	SDA Account
CD	28.751%	$3,596,900.00	Certificate of Deposit
DTC	19.793%	$2,476,256.25	Certificate of Deposit
SEC	51.163%	$6,400,882.44	Securities

Index

Cost is comprised of the total amount you paid for the investment (including any fees and commissions) plus any reinvested dividends.

Rate is the average monthly yield for pool investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed term investments.

Face/Par/Shares is the amount received at maturity for fixed rate investments or the balance at statement date for pool investments.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost" for fixed term investments or the balance at statement date for pool investments.

Deposit Codes

P	Pooled Pledged Security
N	Single FEIN

Security Codes

4	STRIP
6	Treasury Note
10	DTC CD

MONTHLY STATEMENT DISCLAIMER

Securities and municipal advisory brokerage services (investments purchased with proceeds from a municipal securities issuance), and investments cleared through our clearing firm, Pershing LLC, are offered through PMA Securities, LLC, a broker-dealer and municipal advisor registered with the SEC and MSRB, and a member of FINRA and SIPC. All other products and brokerage services are generally provided by PMA Financial Network, LLC. Thus, certificates of deposit ("CD"), savings deposit accounts ("SDA") and commercial paper ("CP") may be executed through either PMA entity, as applicable, depending on whether the investment was purchased with proceeds derived from municipal securities. PMA Securities, LLC and PMA Financial Network, LLC are operated under common ownership and are affiliated with PMA Asset Management, LLC.

Fixed Rate Investment Activity

This section shows all the fixed term investments purchased and sold, maturaties, interest received, and activity. This will include all CD, SDA, CP, securities and money market funds purchased through PMA Financial Network, LLC or PMA Securities, LLC as applicable. It also shows the approximate market value of each security whose price is obtained from an independent source believed to be reliable. However, PMA cannot guarantee their accuracy. This data is provided for informational purposes only. Listed values should not be interpreted as an offer to buy or sell at a specific price. CDs and CP are listed at their original cost. Redemption of a CD prior to maturity may result in early withdrawal penalties. Market values are based on the last day of the month for which this report date range is ending. If the run date of this report is prior to the end of the current month, the market values are listed as equivalent to the cost values.

Money Market Fund

The Rate shown for the money market fund represents the average net interest rate over the previous month which is then annualized. Information regarding the money market funds investment objectives, risks, charges, and expenses can be found in the money market funds prospectus, which can be obtained by calling PMA at the phone numbers listed.

Additional Disclosures

All funds, and/or securities are located and safe kept in an account under the client's name at their custodial bank. Any certificates of deposit listed are located in the client's name at the respective bank. Any money market fund shares are held directly with the money market fund. It is recommended that any oral communications be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Debt Securities

Some debt securities are subject to redemption prior to maturity. In the event of a partial or whole call of a security, the securities call will be automatically selected on a random basis as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the total holdings. Redemption prior to maturity could affect the yield represented. Additional information is available upon request.

A financial statement of PMA Securities, LLC is available for inspection at its office, or a copy will be mailed to you upon written request.

PLEASE ADVISE PMA AND OUR CLEARING FIRM, PERSHING LLC, IMMEDIATELY OF ANY INACCURACY OR DISCRPANCY ON YOUR STATEMENT. FOR A CHANGE OF ADDRESS OR QUESTIONS REGARDING YOUR ACCOUNT, PLEASE NOTIFY YOUR PMA REPRESENTATIVE. ANY ORAL COMMUNICATIONS SHOULD BE RE-CONFIRMED IN WRITING.

How to Contact PMA - Please call (630) 657-6400 or write to us at PMA, 2135 City Gate Lane, 7th Floor, Naperville, Illinois 60563.

How to Contact Pershing, LLC - Please call (201) 413-3330 or write to Pershing, LLC, One Pershing Plaza, Jersey City, New Jersey, 07399

In accordance with FINRA Rule 2267, PMA Securities, LW is providing the following information in the event you wish to contact FINRA. You may call (301) 590-6500 or write to FINRA at 1735 K Street NW, Washington D.C. 20006-1500. In addition to the public disclosure number (800) 289-9999. FINRA provides an investor brochure which describes their Public Disclosure Program. Additional information is also available at www.finra.org.

WHEATON BANK & TRUST COMPANY, N.A.

A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

Last Statement:	May 29, 2026
Statement Ending:	June 30, 2026
Page:	1 of 2

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WHEATON PARK DISTRICT
MAXSAFE MMA
855 W PRAIRIE
WHEATON IL 60187-3075

4827 0017047 0001-0002 0000000000000000

Customer Service

Customer Support:
630-690-1800

Branch Hours of Operation:
Mon-Fri 9:00 am - 5:00 pm
Saturday 9:00 am - 1:00 pm

Customer Contact Center Hours:
Mon - Fri 7:00 am - 8:00 pm
Saturday 7:00 am - 5:00 pm

Access Your Account Online:
www.wheatonbank.com

MAXSAFE PUBLIC FUNDS MMDA — Account Number: XXXXXX2919

Balance Summary

Beginning Balance as of 05/30/26	**$24,159,717.92**
+ Deposits and Credits (3)	$7,741,660.12
- Withdrawals and Debits (4)	$2,800,000.00
Ending Balance as of 06/30/26	**$29,101,378.04**
Analysis or Maintenance Fees for Period	$0.00
Number of Days in Statement Period	32

Earnings Summary

Interest for Period Ending 06/30/26	$94,226.31
Interest Paid Year to Date	$474,875.79
Annual Percentage Yield (APY)	3.88%
Number of Days for APY	32
Average Balance for APY	$28,193,787.18

Interest Rates

Date	Interest Rate	Date	Interest Rate	Date	Interest Rate	Date	Interest Rate
May 29	3.799%	Jun 05	3.800%	Jun 12	3.803%	Jun 23	3.823%
Jun 01	3.796%	Jun 08	3.805%	Jun 15	3.827%	Jun 24	3.821%
Jun 02	3.800%	Jun 09	3.810%	Jun 16	3.826%	Jun 25	3.832%
Jun 03	3.797%	Jun 10	3.802%	Jun 18	3.810%	Jun 26	3.826%
Jun 04	3.799%	Jun 11	3.798%	Jun 22	3.826%	Jun 29	3.832%

Debits

Date	Description	Subtractions
Jun 11	CASH MGMT TRSFR DR REF 1621005L FUNDS TRANSFER TO DEP XXX6803 FROM TO FUND AP 0610 AN D PR 0612	-$1,200,000.00
Jun 18	CASH MGMT TRSFR DR REF 1690847L FUNDS TRANSFER TO DEP XXX6803 FROM TO FUND AP 0617	-$300,000.00
Jun 22	CASH MGMT TRSFR DR REF 1730931L FUNDS TRANSFER TO DEP XXX6803 FROM TO FUND AP 0618	-$300,000.00
Jun 24	CASH MGMT TRSFR DR REF 1751715L FUNDS TRANSFER TO DEP XXX6803 FROM TO FUND AP 0624 AN D PR 0626	-$1,000,000.00

WHEATON BANK®
& TRUST COMPANY, N.A.
A WINTRUST COMMUNITY BANK
9801 W. Higgins, Box 32, Rosemont, IL 60018

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Credits

Date	Description	Additions
Jun 05	CASH MGMT TRSFR CR REF 1560927L FUNDS TRANSFER FRM DEP XXX6803 FROM TSF TAX RECEIPTS T O MAXSAFE MMA	$6,116,811.77
Jun 26	CASH MGMT TRSFR CR REF 1770754L FUNDS TRANSFER FRM DEP XXX6803 FROM TSF TAX RECEIPTS T O MAXSAFE	$1,530,622.04
Jun 30	INTEREST CREDIT	$94,226.31

Daily Balances

Date	Balance	Date	Balance	Date	Balance	Date	Balance
May 29	$24,159,717.92	Jun 11	$29,076,529.69	Jun 22	$28,476,529.69	Jun 26	$29,007,151.73
Jun 05	$30,276,529.69	Jun 18	$28,776,529.69	Jun 24	$27,476,529.69	Jun 30	$29,101,378.04

Liquid Resources Available 7/15/2026

WB&T/Wintrust	Maturity Date	Rate	Holding Amount
WB&T-Concentration Acct (Sweep Account)			$852,032.33
WB&T-MaxSafe MMF		3.808%	$28,401,378.04
			$29,253,410.37
PMA			
PMA SDA - SANTANDER BANK, NA		3.100%	$33,288.30
GBank	8/13/2026	4.186%	$235,300.00
Farmers and Merchants Union Bank	8/13/2026	4.182%	$235,400.00
Solera National Bank	8/18/2026	4.121%	$240,000.00
PREFERRED BANK LA CALIF (740367VP9)	8/28/2026	4.180%	$249,252.32
US TREASURY N/B (91282CCW9)	8/31/2026	4.180%	$995,518.13
US TREASURY N/B (912828V98)	2/15/2027	4.170%	$1,249,020.00
Uinta Bank	2/19/2027	4.215%	$230,500.00
Baxter Credit Union	2/19/2027	4.211%	$230,500.00
BANK OF AMERICA NA (06051XQU9)	3/1/2027	4.210%	$244,185.84
US TREASURY N/B (91282CAH4)	8/31/2027	4.190%	$1,993,897.85
US TREASURY N/B (9128283W8)	2/15/2028	4.190%	$1,749,048.83
KS StateBank	2/22/2028	4.282%	$221,400.00
High Plains Bank	8/16/2028	3.823%	$224,400.00
FirstBank Puerto Rico	8/16/2028	3.650%	$225,400.00
Bank Hapoalim B.M.	8/16/2028	3.570%	$225,900.00
Truxton Trust Company	8/16/2028	3.624%	$225,600.00
Oklahoma Capital Bank	8/21/2028	3.572%	$225,800.00
DMB Community Bank	8/21/2028	3.570%	$172,500.00
Luana Savings Bank	8/25/2028	3.650%	$225,200.00
Security Bank and Trust Company	8/25/2028	3.650%	$225,200.00
GOLDMAN SACHS BANK USA (38150V5P0)	9/5/2028	3.581%	$245,825.21
STRIPS Treasury (912833XN5)	2/15/2029	3.380%	$413,397.63
EvaBank	2/15/2029	3.380%	$226,900.00
First Capital Bank	2/16/2029	3.360%	$226,900.00
MORGAN STANLEY PVT BANK (61776NV83)	2/20/2029	3.732%	$245,815.47
MORGAN STANLEY BANK NA (61778EPL9)	2/20/2029	3.732%	$245,815.47
UBS BANK USA (90355GJ49)	2/20/2029	3.731%	$249,841.93
UNITED BANKERS BANK (909557MG2)	2/20/2029	3.473%	$249,900.48
GENESEE REGIONAL BANK (37173RBJ1)	2/26/2029	3.374%	$245,875.30
UNIVERS BK W COVINA (91337VAT1)	2/26/2029	3.473%	$249,900.48
CELTIC BANK (15118R4B0)	2/26/2029	3.531%	$249,843.75
		3.790%	$12,507,326.99
AP & PR needs *(estimated based on 10 yr historical average)*			
June			$3,137,397.90
July			$3,752,721.00
August			$3,213,410.55
September			$2,570,436.75
October			$2,669,861.25
November			$2,539,841.85
December			$3,421,654.95
Debt Needs			
June			$69,475.00
October			$2,296,023.94
December			$1,394,475.00
SRA payment			656,950.00
			$25,722,248.19
Capital Needs *(per budget 2026 and out years)*			
FY 2026			$16,491,001
FY 2027			$11,797,688
FY 2028			$6,388,565

**Money market and CD investments over the $250,000 FDIC insured amounts are fully colloteralized*

***MaxSafe Public Funds Money Market account is tied to the IL Funds plus 5bpi*

https://illinoistreasurer.gov/Local_Governments/The_Illinois_Funds/Illinois_Funds_Daily_Rates

2025 Tax Levy (rec'd in 2026)		$17,554,495.00
Deposits to be received 5/22, 6/5, 6/26, 7/17, 8/7, 9/4, 9/25,	5/22	(1,650,714.46)
10/9, 10/30 and 12/4.	6/5	(6,116,811.77)
	6/26	(1,530,622.04)
Remaining tax dollars to be received (per final levy)		$8,256,346.73

Estimated Annual Tax Levy for 2026 (rec'd 2027) *from budget*	$17,991,499
Estimated Annual Tax Levy for 2027 (rec'd 2028) *from budget*	$18,466,341

Estimated Annual Rollover Amounts (per preliminary planning packet from Speer)	
2026	$3,003,278
2027	$3,048,330
2028	$3,094,050
2029	$3,140,459
2030	$3,187,560

	2026	2027	2028
Beginning Cash including all investments	$34,081,502	$23,240,552	$17,962,171
Budgeted Program & other revenue	$24,575,877	$25,028,969	$25,407,984
Budgeted Taxes	$17,560,345	$17,991,499	$18,499,341
Bond Proceeds	$3,003,278	$3,048,330	$3,094,050
Net of Investments Maturing in future years	($10,518,568)	($6,570,465)	($2,604,191)
Cash and Inflows	**$68,702,434**	**$62,738,885**	**$62,359,355**
Budgeted Operating expenditures during the year	($35,072,525)	($35,009,311)	($35,774,696)
Budgeted Debt expenditures during the year	($3,759,974)	($3,883,230)	($3,921,450)
Budgeted Capital expenditures during the year	($16,491,001)	($11,797,688)	($6,388,565)
SRA payment	(656,950)	(656,950)	(656,950)
Potential Property Purchase			
Outflows	($55,980,450)	($51,347,179)	($46,741,661)
Estimated Ending Liquid Cash	**$12,721,984**	**$11,391,706**	**$15,617,694**

Maturing Investments by year	
2026	$1,955,470.45
2027	$3,948,103.69
2028	$3,966,274.04
2029	$2,604,190.51

Investment Holdings by Fund

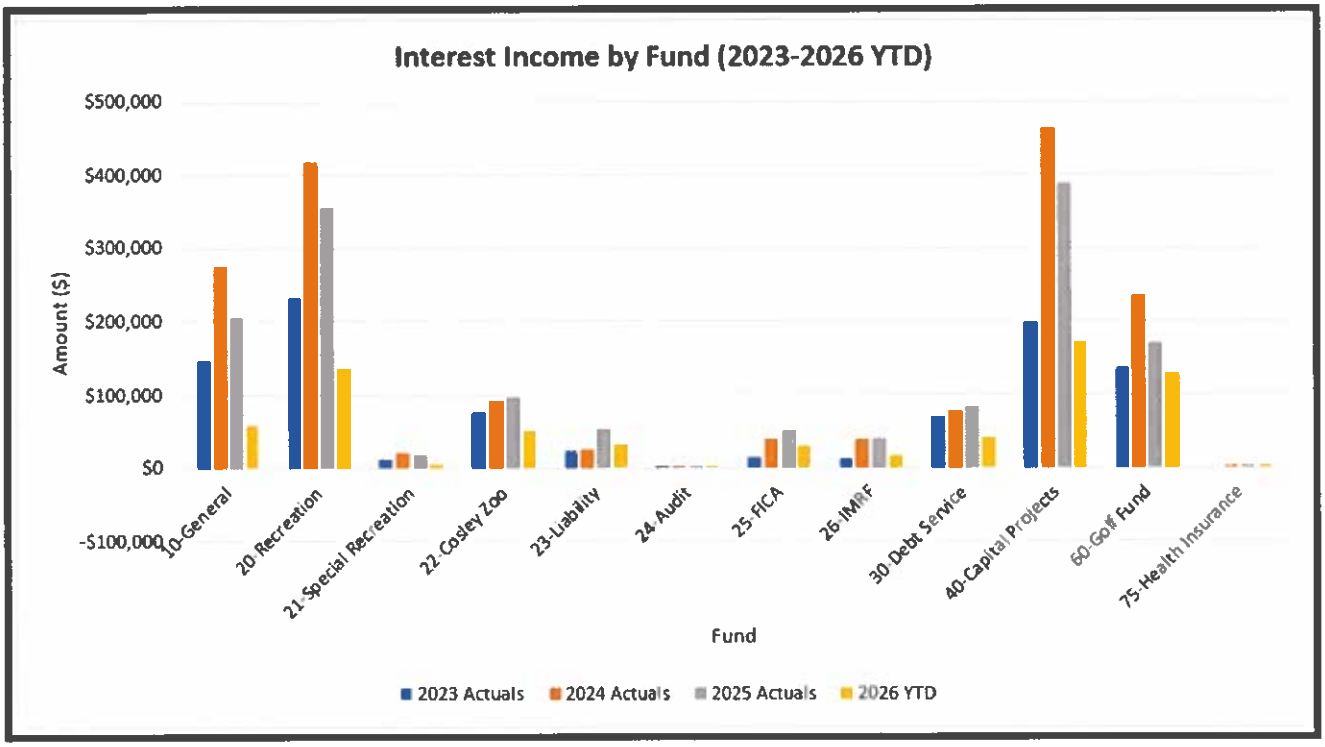
Certificates of Deposit and U.S. Treasuries

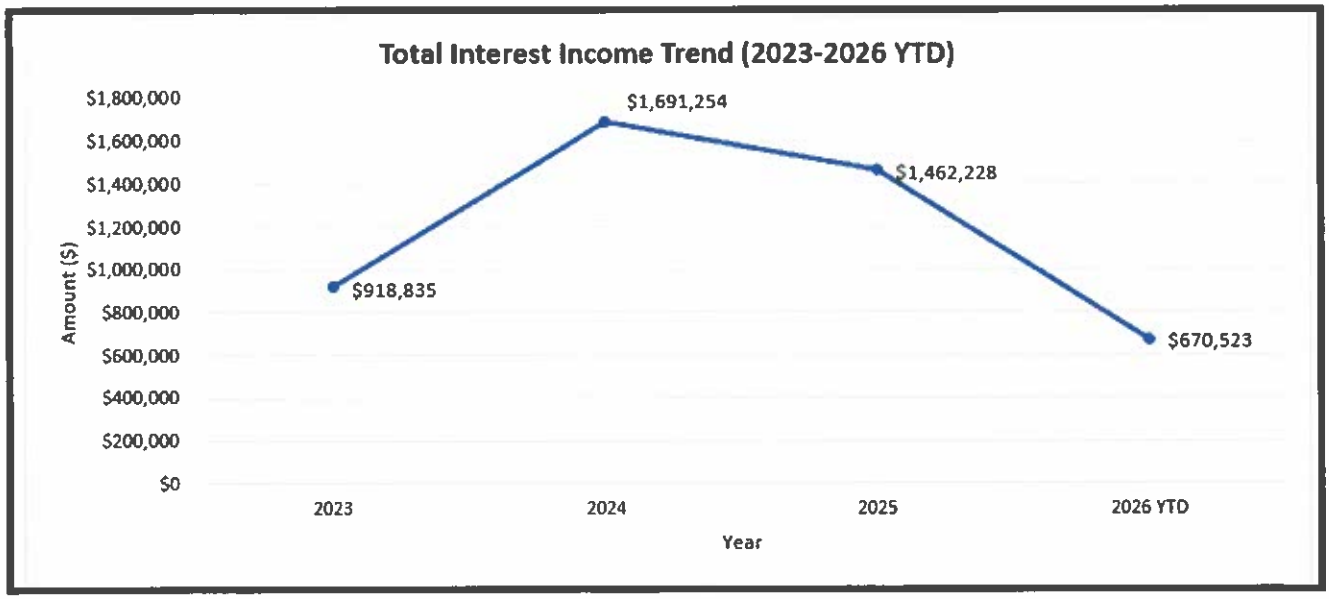
As of July 15, 2026

Fund	CDs	Treasuries	Total Investments
10-General Fund	$1,036,293.58	$1,057,527.77	$2,093,821.35
20-Recreation Fund	$695,457.73	$1,311,029.64	$2,006,487.37
21-Special Recreation Fund	$162,900.00	-	$162,900.00
22-Cosley Zoo Fund	$205,750.00	-	$205,750.00
23-Liability Fund	$40.51	-	$40.51
24-Audit Fund	$8,959.49	-	$8,959.49
25-FICA Fund	$74,000.00	-	$74,000.00
26-IMRF Fund	$167,600.00	-	$167,600.00
30-Debt Service Fund	-	-	-
40-Capital Projects Fund	$2,389,035.41	$2,138,587.02	$4,527,622.43
60-Golf Fund	$1,333,119.53	$1,893,738.01	$3,226,857.54
75-Health Insurance Fund	-	-	-
Total	**$6,073,156.25**	**$6,400,882.44**	**$12,474,038.69**

Interest Income on Investments 2023-2026 YTD

Fund	2023 Actuals	2024 Actuals	2025 Actuals	2026 YTD
10-General	$146,648	$276,721	$205,382	$57,420
20-Recreation	$231,348	$418,260	$356,428	$135,161
21-Special Recreation	$11,621	$20,571	$19,500	$5,590
22-Cosley Zoo	$76,288	$92,879	$95,573	$49,743
23-Liability	$22,161	$26,295	$51,917	$32,969
24-Audit	$738	$1,488	$2,276	$886
25-FICA	$14,121	$38,614	$51,548	$30,401
26-IMRF	$12,316	$38,216	$39,389	$15,822
30-Debt Service	$69,892	$77,425	$83,070	$40,883
40-Capital Projects	$197,516	$465,105	$387,528	$172,784
60-Golf Fund	$136,188	$235,642	$169,597	$128,855
75-Health Insurance	-$4	$39	$20	$9
Grand Total	**$918,835**	**$1,691,254**	**$1,462,228**	**$670,523**





TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: Memorandum explaining the Sales Tax Rate Changes Affecting Wheaton Park District Facilities

DATE: August 5, 2026

This memorandum explains recent sales tax rate changes affecting Wheaton Park District facilities and their potential impact on District operations, customer pricing, and net retail proceeds.

Summary of Sales Tax Changes

Two separate sales tax rate changes are occurring in 2026. The City of Wheaton increase took effect July 1, 2026, and a DuPage County/Northern Illinois Transit Authority increase took effect August 1, 2026.

Location	Prior Rate	July 1, 2026	August 1, 2026
WPD Facilities located within the City of Wheaton	8.00%	8.25%	**8.50%**
Arrowhead Golf Club	7.00%	7.00%	**7.25%**

Impact on District Revenue

The sales tax increase does not provide additional revenue to the Park District. The District collects sales tax from customers and remits it to the State of Illinois.

The impact occurs when the District uses tax-included pricing, meaning the posted price already includes sales tax. In those cases, a larger portion of the same selling price must be sent to the State, leaving slightly less revenue for the District.

How Pricing Adjustments Could Work

When sales tax rates increase, the District generally has two practical options for taxable items such as concessions, merchandise, apparel, and pro shop sales:

Option	What the customer sees	Revenue impact
Maintain current prices	The advertised price stays the same.	A slightly larger portion goes to sales tax, so the District keeps slightly less net revenue.
Increase prices slightly	The advertised price increases modestly, often rounded to a simple amount.	The adjustment helps preserve the District's net revenue after sales tax is remitted.

Simple Example

If a concession item is posted at $10.00 and the price is not changed, the customer still pays $10.00. However, because the tax rate is higher, a few more cents of that $10.00 must be remitted as sales tax. The District therefore retains slightly less from the sale. Alternatively, staff could raise the posted price slightly, such as from $10.00 to $10.25, to help keep the District's net revenue closer to what it received before the tax increase. Any changes would typically be rounded to easy-to-administer prices and reviewed for customer affordability.

Staff Actions

- Update applicable sales tax tables in point-of-sale systems.
- Communicate the rate changes to departments with taxable sales.
- Monitor the financial impact on taxable sales where tax is included in the posted price.
- Evaluate whether targeted pricing adjustments are needed for selected items or locations.

Staff will review pricing for taxable merchandise, concessions, and retail sales and adjust prices accordingly. Any adjustments would be intended to maintain existing revenue margins while balancing customer affordability. In some cases, the District may choose to absorb the impact because the increase per transaction is relatively small, in other cases, modest price adjustments may be appropriate to avoid erosion of net revenues over time.

Illinois Department of Revenue

FY 2026-26-A
May 2026

informational
Bulletin

David Harris, Director

Sales Tax Rate Change Summary, Effective July 1, 2026

To: All retailers and servicepersons conducting business in taxing jurisdictions whose sales tax rate is changing

This bulletin replaces FY 2026-26, Sales Tax Rate Change Summary Effective July 1, 2026 (N-05/26).

Effective **July 1, 2026**, certain taxing jurisdictions have imposed a local sales tax or changed their local sales tax rate on general merchandise sales. These local sales taxes are referred to in this bulletin as "locally imposed sales tax."

The following taxes are affected:

- business district sales tax;
- county public safety tax;
- home rule municipal sales tax;
- Metro-East Mass Transit District (MED) sales tax; and
- non-home rule municipal sales tax.

You must adjust your cash register and any computer program so that beginning on July 1, 2026, you will collect and pay the correct sales tax. You need to contact your software vendor if you use software to create your forms.

To verify your new combined sales tax rate (*i.e.*, State and local sales taxes), go to the **MyTax Illinois Tax Rate Finder** at **mytax.illinois.gov** and select rates for July 2026.

Note: The Illinois Department of Revenue (IDOR) will issue a separate bulletin regarding municipal and county rates for Municipal and County Grocery Occupation Taxes that take effect July 1, 2026.

What is taxed?

The same items of general merchandise reported on Line 4a of Forms ST-1 and ST-2 that are subject to State sales tax are also subject to the locally imposed sales tax.

Locally imposed sales tax does not apply to:

- sales of drugs and medical appliances[1] that are reported on Line 5a of Forms ST-1 and ST-2; or
- items that must be titled or registered by an agency of Illinois State government and reported on dealer-filed transaction returns.

Note: Some jurisdictions may impose and administer taxes *not* collected by IDOR. Contact your municipal or county clerk's office for more information.

[1] 86 Ill. Adm. Code 130.310 and 130.311

This bulletin is written to inform you of recent changes; it does not replace statutes, rules and regulations, or court decisions.

For information or forms
Visit our website at:
tax.illinois.gov

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How do I report an earlier sale that was subject to a different tax rate?

If a sale was subject to a sales tax rate different from the current sales tax rate, report this sale on Line 8a of Forms ST-1 and ST-2.[2]

Note: Line 8a is used only to report sales subject to a different sales tax rate. No other use of Line 8a is permitted.

Where can I find tax rate changes or combined sales tax rates?

The chart below outlines the sales tax rate for each jurisdiction that has imposed a change in local sales tax rates collected by IDOR, effective July 1, 2026.

Note: For business district sales tax rate changes, only the district with the sales tax rate change is listed. There may be additional business districts or addresses outside of the business district in these jurisdictions that do not have a sales tax rate change effective July 1, 2026.

To verify your combined sales tax rate (*i.e.*, State and local sales taxes), go to the **MyTax Illinois Tax Rate Finder** at **mytax.illinois.gov** and select rates for July 2026.

How do I know if my sales are subject to a business district sales tax?

Generally, your business address determines whether business district sales tax applies to your sales. Refer to our MyTax Illinois Tax Rate Finder at mytax.illinois.gov for a list of addresses.

Sales made by remote retailers who meet the $100,000 tax remittance threshold are subject to business district sales taxes if the property is shipped or delivered to an address in the business district.[3] Sales made over a marketplace by marketplace facilitators who meet the $100,000 tax remittance threshold are subject to business district sales tax as follows: sales made on behalf of marketplace sellers are subject to business district sales taxes if the property is shipped or delivered to an address in the business district;[4] a marketplace facilitator's own sales (or sales for which the marketplace seller is not identified) are subject to business district sales tax if the inventory is shipped from an address in the business district or the selling activities otherwise occur at an address in the business district;[5] and a marketplace facilitator's own sales (or sales for which the marketplace seller is not identified) that are not fulfilled from inventory in Illinois and for which selling is not engaged in at any location in Illinois are subject to business district sales tax if the property is shipped or delivered to an address in the business district.[5] Sales made by a retailer maintaining a place of business in this State that are not fulfilled from inventory in Illinois and for which selling is not engaged in at any location in Illinois are subject to business district sales tax if the property is shipped or delivered to an address in the business district.[6]

Sales Tax Rate Changes for Sales of General Merchandise

Jurisdiction	Combined rate ending June 30, 2026	Rate Change	NEW Combined rate beginning July 1, 2026	Type of Local Tax Change
Bannockburn	7.50%	+0.50	8.00%	Home Rule
Batavia (DuPage)	8.00%	+0.50	8.50%	Home Rule
Batavia (Kane)	8.00%	+0.50	8.50%	Home Rule
Belleville • The Parkway North Business District	9.10%	-1.00	8.10%	Business District
Benld	7.25%	+1.00	8.25%	Non-Home Rule
Bowen	7.25%	-1.00	6.25%	Non-Home Rule
Bunker Hill	7.25%	+1.00	8.25%	Non-Home Rule
Colona	8.50%	+0.25	8.75%	Non-Home Rule
Cornell	8.25%	-1.00	7.25%	Non-Home Rule
Edgewood	6.50%	+1.00	7.50%	Non-Home Rule

[2] 86 Ill. Adm. Code 130.101(b)
[3] 86 Ill. Adm. Code 131.110(b)
[4] 86 Ill. Adm. Code 131.130(f)
[5] 86 Ill. Adm. Code 131.130(g)
[6] Public Act 103-983

Jurisdiction	Combined rate ending June 30, 2026	Rate Change	NEW Combined rate beginning July 1, 2026	Type of Local Tax Change
Edwardsville[7]	7.35%	+0.25	7.60%	MED
Edwardsville • Edwardsville Park North BD[7]	8.35%	+0.25	8.60%	MED
Fairfield	7.00%	+0.75*	7.75%*	Non-Home Rule
Fairfield[8] • Fairfield Business District	8.00%	0.00*	8.00%*	Business District
Franklin County	8.25%	-1.00	7.25%	County Public Safety
Gillespie	7.25%	+1.00	8.25%	Non-Home Rule
Glencoe	9.00%	+1.00	10.00%	Home Rule
Greenfield	7.25%	+1.00	8.25%	Non-Home Rule
Kirkland	6.25%	+1.00	7.25%	Non-Home Rule
Lovington	6.75%	+0.25	7.00%	Non-Home Rule
Maryville • Maryville Business District	7.85%	+1.00	8.85%	Business District
Maryville • Route 159/162 Business District	8.85%	-1.00	7.85%	Business District
Metamora	8.25%	+1.00	9.25%	Non-Home Rule
Metropolis[9]	6.25%	+1.00	7.25%	Non-Home Rule
Mokena	7.50%	+0.50	8.00%	Non-Home Rule
Park Forest (Cook)	9.00%	+1.00	10.00%	Home Rule
Park Forest (Will)	7.00%	+1.00	8.00%	Home Rule
Peoria • City of Peoria Glen Hollow Business District	9.00%	+1.00	10.00%	Business District
Princeton • Princeton Business District No. 1	8.00%	+0.50	8.50%	Business District
Roanoke	8.25%	+1.00	9.25%	Non-Home Rule
Sangamon County	7.25%	+0.50	7.75%	County Public Safety
Schiller Park	9.75%	+0.75	10.50%	Home Rule
Swansea • Triple Lakes Business District	7.85%	+1.00	8.85%	Business District
Tower Lakes	7.00%	+1.00	8.00%	Non-Home Rule
Troy[7]	7.60%	+0.25	7.85%	MED
Troy • Troy Business Improvement District[7]	8.60%	+0.25	8.85%	MED
Western Springs	9.00%	+1.00	10.00%	Non-Home Rule
Wheaton	8.00%	+0.25	8.25%	Home Rule
White Hall	7.25%	+1.00	8.25%	Non-Home Rule
Winnetka	9.00%	+1.00	10.00%	Home Rule

[7] Effective July 1, 2026, Pin Oak Township was annexed into the MED for the following locations:
- Edwardsville
- Edwardsville Park North BD
- Troy
- Troy Business Improvement District

[8] 0.75% Business District decrease in Fairfield + 0.75% Non-Home Rule increase in Fairfield = 0.00% rate change.

[9] The 1.00% Non-Home Rule rate increase for Metropolis also applies to the rate inside the Business District
- Metropolis Interstate North Business District 7.25% + 1.00% = 8.25%

* Rate change and new combined rate effective July 1, 2026, were corrected for Fairfield and Fairfield Business District. Original bulletin was only posted to IDOR's website and corrected prior to printing. Bulletin reissued May 20, 2026.

Illinois Department of Revenue

FY 2026-34
June 2026

informational Bulletin

Northern Illinois Transit Authority (NITA) Occupation and Use Tax Rate Change, Effective August 1, 2026

To: All retailers and servicepersons making sales in Cook, DuPage, Kane, Lake, McHenry, or Will counties and who file Form ST-1, Form ST-556, Form RUT-25, Form CD-1, or Form ST-70

This bulletin is written to inform you of recent changes; it does not replace statutes, rules and regulations, or court decisions.

For information
Visit our website at:
tax.illinois.gov

Call us at:
800-732-8866 or
217-782-3336
800-544-5304 TTY

Effective August 1, 2026, the NITA (formerly the Regional Transportation Authority) occupation and use tax rate will increase by 0.25% in Cook, DuPage, Kane, Lake, McHenry, and Will counties.

This tax applies to:

- General merchandise
- Qualifying groceries
- Qualifying drugs and medical appliances[1]
- Items that must be titled or registered in Illinois[2]
- Medical and adult use cannabis[3]
- Aviation fuel[4]

NITA rates are added to the statewide rate (6.25% or 1.00%) plus any local taxes collected by IDOR.

To find your updated rate, use the **MyTax Illinois Tax Rate Finder** at **mytax.illinois.gov** and select rates for August 2026.

Be sure to update your cash register or software so you are collecting the correct rate starting August 1, 2026. If you use software to prepare your forms, check with your vendor for updates.

Filers of Form ST-1, Sales and Use Tax and E911 Surcharge Return, and Form ST-2, Multiple Site Form

If you make sales from a **Cook County** location:

- The new NITA occupation and use tax rate is 1.25% for general merchandise and 1.50% for qualifying grocery and qualifying drugs and medical appliances.

If you make sales from a **DuPage, Kane, Lake, McHenry, or Will County** location:

- The new NITA occupation and use tax rate is 1.00% for general merchandise, qualifying grocery, and qualifying drugs and medical appliances.

Printed by authority of the State of Illinois
FY 2026-34 (N-06/26) Electronic only, One copy

When will my Form ST-1 reflect the new occupation and use tax rate?

When you file electronically using MyTax Illinois, the combined occupation and use tax rates will be populated for you according to your registered locations.

If you receive a paper Form ST-1, and, if applicable, Form ST-2, the new occupation and use tax rate will be preprinted on Lines 4a, 5a, and 5c as the total general merchandise, qualifying drugs and medical appliances, and qualifying grocery rates.

What if a customer pays on or after August 1, 2026, for a sale that was delivered earlier and taxed at a different rate?

If the original sale was subject to an occupation and use tax rate that was in effect prior to this rate change, you must report these receipts on Form ST-1, Line 8a and the tax on Line 8b.

Note: Lines 8a and 8b are to be used only to report receivables subject to a previous rate. No other use of this line is permitted.

Filers of Form ST-556, Sales Tax Transaction Return or Form ST-556-LSE, Transaction Return for Leases

If you make sales from a **Cook County** location:

- The new NITA occupation and use tax rate is 1.25% for items titled or registered.

If you make sales from a **DuPage, Kane, Lake, McHenry, or Will County** location:

- The new NITA occupation and use tax rate is 1.00% for items titled or registered.

Is NITA occupation and use tax due on titled or registered items?

Yes. You must collect the NITA occupation and use tax on sales of items that will be titled or registered with a government agency of the state of Illinois.

When will my Form ST-556 and Form ST-556-LSE reflect the new occupation and use tax rate?

When you file electronically using MyTax Illinois, the combined occupation and use tax rates will be populated for you according to your registered locations.

If you receive paper a Form ST-556 or ST-556-LSE, those that are printed after August 1, 2026, will reflect the new combined occupation and use tax rate preprinted on Line 4.

For the forms that I have on hand, how do I show the new occupation and use tax rate?

For the forms that you have on hand for sales made on or after August 1, 2026, you will need to add the additional 0.25% to the occupation and use tax rate that is preprinted on Line 4 of your Form ST-556 or Form ST-556-LSE.

For more information, see **ST-9, A Guide for Reporting Sales Using Form ST-556, Sales Tax Transaction Return** and **ST-9-LSE, A Guide for Reporting Sales Using Form ST-556-LSE, Transaction Return for Leases**.

Filers of Form RUT-25, Vehicle Use Tax Transaction Return or Form RUT-25-LSE, Use Tax return for Lease Transactions

If you purchase items out of-State that will be titled or registered to a **Cook County** address:

- The new NITA occupation and use tax rate is 1.25% for purchases titled or registered to a Cook County address.

If you purchase items out of-State that will be titled or registered to a **DuPage, Kane, Lake, McHenry, or Will County** address:

- The new NITA occupation and use tax rate is 1.00% for purchases titled or registered to an address in one of these counties.

Will Form RUT-25 and Form RUT-25-LSE reflect the new occupation and use tax rate?

Tax rates are not preprinted on Form RUT-25 or Form RUT-25-LSE. The tax rate is determined by the purchaser's address provided on Form RUT-25 or lessee's address provided on Form RUT-25-LSE.
For more information, see the **Illinois Tax Requirements for Cars, Trucks, Vans, Motorcycles, ATVs, Trailers, and Mobile Homes** webpage.

Filers of Form CD-1, Cannabis Dispensary Tax Return, and Schedule CD-2, Sales and Use Tax Multiple Site Form for Cannabis Dispensaries

Medical Cannabis

If you make sales from a **Cook County** location:

- The NITA new occupation tax rate on cannabis is 1.50% and the new use tax rate on cannabis is 1.25%.

If you make sales from a **DuPage, Kane, Lake, McHenry, or Will County** location:

- The new NITA occupation and use tax rate on cannabis is 1.00% for general merchandise.

Adult Use Cannabis

If you make sales from a **Cook County** location:

- The new occupation and use tax rate on cannabis is 1.25% for general merchandise.

If you make sales from a **DuPage, Kane, Lake, McHenry, or Will County** location:

- The new occupation and use tax rate on cannabis is 1.00% for general merchandise.

When will my Form CD-1 reflect the new occupation and use tax rate on cannabis?

When you file electronically using MyTax Illinois, the combined occupation and use tax rates on cannabis will be populated for you according to your registered locations.

For more information, see the **Cannabis Taxes** information webpage.

Filers of Form ST-70, Aviation Fuel Sales and Use Tax Return, and Form ST-71, Multiple Site Form

If you make sales from a **Cook County** location:

- The new occupation and use tax rate on aviation fuel is 1.25%.

If you make sales from a **DuPage, Kane, Lake, McHenry, or Will County** location:

- The new occupation and use tax rate on aviation fuel is 0.75%.

When will my Form ST-70 reflect the new occupation and use tax rate on aviation fuel?

When you file electronically using MyTax Illinois, the combined occupation and use tax rates on aviation fuel will be populated for you according to your registered locations.

For more information, see the **Aviation Fuel Sales and Use Tax** information webpage.

[1] 86 Ill. Adm. Code 130.310 and 130.311; 70 ILCS 3615/4.03(e)-(g)
[2] 86 Ill. Adm. Code 130.540 and 150.705
[3] 86 Ill. Adm. Code Parts 130, 424, and 425
[4] 70 ILCS 3615/4.03(e)-(f)

TO: Board of Commissioners

FROM: Megann Panek, Special Event Manager
Margie Wilhelmi, Director of Marketing

THROUGH: Michael Benard, Executive Director

RE: Approval to Pay City of Wheaton for Cream of Wheaton Fees

DATE: August 5, 2026

SUMMARY:
Staff seek board approval to issue a check to the City of Wheaton for $40,402.32 for Cream of Wheaton special event fees.

This invoice covers the City of Wheaton's services for the event, including event barricades, signage, Community Service Officer staffing, Public Works staffing, and Police Officer staffing.

The Cream of Wheaton event took place over the first weekend in June, from June 4-7, in Memorial Park and in Municipal Parking Lot #9. In 2025, the City's invoice totaled $33,658.58, compared to $16,666.28 in 2024. The additional fees in 2025 were in addition to the enhanced safety measures that were implemented in 2025, including Public Works vehicles, additional barricades, and increased Police Officer overtime to accommodate higher attendance.

The significant increase in costs for 2026 was primarily due to the Cream of Wheaton's new carnival location, which required additional City resources and operational support.

The Cream of Wheaton event is a partnership event with the Wheaton Chamber of Commerce.

PREVIOUS COMMITTEE/BOARD ACTION: In 2025, The Board of Commissioners approved the City of Wheaton's fees in the amount of $33,658.58.

ATTACHMENTS: Invoice for $1,458.37 for Public Works and $38,943.95 for the Wheaton Police Department.

RECOMMENDATION:
Staff requests the Board of Commissioners' approval for the payment, not to exceed $40,402.32 to the City of Wheaton.

Invoice Details
INV26-3565

Invoice Date 7/16/2026 Permit Number SE26-00016

Address 225 KARLSKOGA AVE, Wheaton, IL 60187

Event Name Cream of Wheaton 2026

Primary Contact Wheaton Park District

Date	Description	Units	Rate	Amount
6/9/2026	SE Barricade Type 1	12	$0.25	$3.00
6/9/2026	SE Barricade Type 2	21	$0.25	$5.25
6/9/2026	SE Cone Small	40	$0.05	$2.00
6/9/2026	SE Maintenance Specialist	6	$47.59	$285.54
6/9/2026	SE Maintenance Worker	2.5	$43.05	$107.63
6/9/2026	SE Pickup Truck (PW)	8	$35.27	$282.16
6/9/2026	SE Seasonal Worker	10	$18.54	$185.40
6/9/2026	SE Street Sweeper	2.5	$100.34	$250.85
6/9/2026	SE Supervisor	6	$56.09	$336.54
			Total:	**$1,458.37**

Comments:

Total Fees Invoiced **$1458.37**

Invoice Details
INV26-3567

Invoice Date 7/16/2026 Permit Number SE26-00016

Address 225 KARLSKOGA AVE, Wheaton, IL 60187

Event Name Cream of Wheaton 2026

Primary Contact Wheaton Park District

Date	Position	Description	Units	Rate	Amount
5/31/2026	SE-PATROL OFFICER	Clear Lot 9 Of Any Vehicles (Lot 9)	0.5	$57.63	$28.82
5/31/2026	SE-PATROL OFFICER	Move Barricades into Position (Lot 9 Entrances)	0.25	$57.63	$14.41
6/1/2026	SE-CSO	Move Barricades into Position (Karlskoga – Between Wheaton Ave and Hale St.)	0.5	$33.81	$16.91
6/1/2026	SE-CSO	Post No Parking Signs "Under Penalty of Tow" (Both N & S Sides of Karlskoga Ave (Wheaton to Hale))	0.5	$33.81	$16.91
6/3/2026	SE-CSO	Move Barricades into Position (Move Blue Barricade into Position: 1 & 6, 7, & 8)	1	$33.81	$33.81
6/3/2026	SE-CSO	Move Trucks in Position (PW Trucks to Block Entrances Lot 9)	0.5	$33.81	$16.91
6/3/2026	SE-PATROL OFFICER	Place Barricade 11 to Block Designated Parking Area	0.25	$57.63	$14.41
6/3/2026	SE-CSO	Post No Parking Signs "Under Penalty of Tow" (E side of Wheaton Ave (6 parking spots N of Karlsoga) Both E & W sides of Hale (B/W Seminary to Wesley))	0.5	$33.81	$16.91
6/3/2026	SE-PATROL OFFICER	Remove Trucks to Designated Parking	0.25	$57.63	$14.41

6/4/2026	SE-PATROL OFFICER OT	06/04/26 - SECURITY DETAIL	6	$86.45	$518.70
6/4/2026	SE-PATROL OFFICER OT	06/04/26 - SECURITY DETAIL	6	$86.45	$518.70
6/4/2026	SE-DETECTIVE OT	06/04/26 - SECURITY DETAIL DRONE	6	$87.54	$525.24
6/4/2026	SE-PATROL OFFICER OT	06/04/26 - SECURITY DETAIL DRONE	6.25	$86.45	$540.31
6/4/2026	SE-PATROL OFFICER OT	6/4/26 EXO	7	$86.45	$605.15
6/4/2026	SE-SERGEANT	6/4/26 EXO	6	$67.50	$405.00
6/4/2026	SE-PATROL OFFICER OT	6/4/26 EXO	6.25	$86.45	$540.31
6/4/2026	SE-PATROL OFFICER OT	6/4/26 EXO	6.25	$86.45	$540.31
6/4/2026	SE-DETECTIVE OT	6/4/26 EXO	7	$87.54	$612.78
6/4/2026	SE-DETECTIVE OT	6/4/26 EXO	6.25	$87.54	$547.13
6/4/2026	SE-LIEUTENANT OT	6/4/26 EXO	6.25	$112.62	$703.88
6/4/2026	SE-PART TIME CSO	6/4/26 EXO	6	$26.21	$157.26
6/4/2026	SE-PART TIME CSO	6/4/26 EXO	3	$26.21	$78.63
6/4/2026	SE-PATROL OFFICER OT	6/4/26 EXO	6.25	$86.45	$540.31
6/4/2026	SE-PATROL OFFICER OT	6/4/26 EXO	4.25	$86.45	$367.41
6/4/2026	SE-PATROL OFFICER OT	6/4/26 EXO	3.25	$86.45	$280.96
6/5/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	2	$86.45	$172.90
6/5/2026	SE-SERGEANT OT	06/05/26 - SECURITY DETAIL	6	$101.25	$607.50
6/5/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	2	$86.45	$172.90
6/5/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	7.25	$86.45	$626.76
6/5/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	7.25	$86.45	$626.76
6/5/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL DRONE	5	$86.45	$432.25
6/5/2026	SE-DETECTIVE OT	06/05/26 - SECURITY DETAIL DRONE	5.25	$87.54	$459.59
6/5/2026	SE-PATROL OFFICER OT	6/5/26 EXO	7.25	$86.45	$626.76
6/5/2026	SE-DETECTIVE OT	6/5/26 EXO	7.25	$87.54	$634.67
6/5/2026	SE-LIEUTENANT OT	6/5/26 EXO	7.25	$112.62	$816.50
6/5/2026	SE-PATROL OFFICER OT	6/5/26 EXO	7.25	$86.45	$626.76
6/5/2026	SE-DETECTIVE OT	6/5/26 EXO	7.25	$87.54	$634.67
6/5/2026	SE-DETECTIVE OT	6/5/26 EXO	7.25	$87.54	$634.67
6/5/2026	SE-DETECTIVE OT	6/5/26 EXO	7.25	$87.54	$634.67

6/5/2026	SE-PART TIME CSO	6/5/26 EXO	7	$26.21	$183.47
6/5/2026	SE-PART TIME CSO	6/5/26 EXO	7	$26.21	$183.47
6/5/2026	SE-PATROL OFFICER OT	6/5/26 EXO	7.25	$86.45	$626.76
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	2	$86.45	$172.90
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	2	$86.45	$172.90
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	11.25	$86.45	$972.56
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL	11.25	$86.45	$972.56
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL DRONE	5.5	$86.45	$475.48
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL DRONE	3.5	$86.45	$302.58
6/6/2026	SE-PATROL OFFICER OT	06/05/26 - SECURITY DETAIL DRONE	9	$86.45	$778.05
6/6/2026	SE-PATROL OFFICER OT	6/6/26 EXO	7.75	$86.45	$669.99
6/6/2026	SE-SERGEANT OT	6/6/26 EXO	6.25	$101.25	$632.81
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	7.75	$87.54	$678.44
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	7.5	$87.54	$656.55
6/6/2026	SE-LIEUTENANT OT	6/6/26 EXO	14.75	$112.62	$1,661.15
6/6/2026	SE-PATROL OFFICER OT	6/6/26 EXO	7.5	$86.45	$648.38
6/6/2026	SE-PART TIME CSO	6/6/26 EXO	7.5	$26.21	$196.58
6/6/2026	SE-PART TIME CSO	6/6/26 EXO	7.5	$26.21	$196.58
6/6/2026	SE-PART TIME CSO	6/6/26 EXO	6	$26.21	$157.26
6/6/2026	SE-PART TIME CSO	6/6/26 EXO	6	$26.21	$157.26
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	6.25	$87.54	$547.13
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	7.75	$87.54	$678.44
6/6/2026	SE-PATROL OFFICER OT	6/6/26 EXO	3.75	$86.45	$324.19
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	7.75	$87.54	$678.44
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	7.75	$87.54	$678.44
6/6/2026	SE-SERGEANT OT	6/6/26 EXO	7.75	$101.25	$784.69
6/6/2026	SE-DETECTIVE OT	6/6/26 EXO	7.75	$87.54	$678.44
6/6/2026	SE-PATROL OFFICER OT	6/6/26 EXO	7.75	$86.45	$669.99
6/6/2026	SE-PATROL OFFICER	PW Trucks to Block Entrances Lot 9	0.5	$57.63	$28.82
6/6/2026	SE-PATROL OFFICER	Remove Trucks to Designated Parking	0.25	$57.63	$14.41
6/7/2026	SE-PATROL OFFICER OT	06/07/26 - SECURITY DETAIL	0.25	$86.45	$21.61

6/7/2026	SE-PATROL OFFICER OT	06/07/26 - SECURITY DETAIL	0.5	$86.45	$43.23
6/7/2026	SE-PATROL OFFICER OT	06/07/26 - SECURITY DETAIL	7	$86.45	$605.15
6/7/2026	SE-PATROL OFFICER OT	06/07/26 - SECURITY DETAIL	7	$86.45	$605.15
6/7/2026	SE-PATROL OFFICER OT	06/07/26 - SECURITY DETAIL DRONE	7	$86.45	$605.15
6/7/2026	SE-DETECTIVE OT	06/07/26 - SECURITY DETAIL DRONE	7	$87.54	$612.78
6/7/2026	SE-DETECTIVE OT	6/7/26 EXO	8.25	$87.54	$722.21
6/7/2026	SE-DETECTIVE OT	6/7/26 EXO	8.25	$87.54	$722.21
6/7/2026	SE-DETECTIVE OT	6/7/26 EXO	8.25	$87.54	$722.21
6/7/2026	SE-DETECTIVE OT	6/7/26 EXO	8.25	$87.54	$722.21
6/7/2026	SE-DETECTIVE OT	6/7/26 EXO	8.25	$87.54	$722.21
6/7/2026	SE-PART TIME CSO	6/7/26 EXO	8	$26.21	$209.68
6/7/2026	SE-PART TIME CSO	6/7/26 EXO	8	$26.21	$209.68
6/7/2026	SE-PART TIME CSO	6/7/26 EXO	8	$26.21	$209.68
6/7/2026	SE-PART TIME CSO	6/7/26 EXO	4	$26.21	$104.84
6/7/2026	SE-PART TIME CSO	6/7/26 EXO	4	$26.21	$104.84
6/7/2026	SE-LIEUTENANT OT	6/7/26 EXO	8	$112.62	$900.96
6/7/2026	SE-PATROL OFFICER	Move Trucks in Position	0.5	$57.63	$28.82
6/7/2026	SE-PATROL OFFICER	Remove Barricades (Move back to Side of Road/Parkway) Open Traffic, Remove ALL Orange & Blue & Yellow Barricades: 1 - 11 *Remove No Parking Signs "Under Penalty of Tow"	2	$57.63	$115.26
6/7/2026	SE-PATROL OFFICER	Remove PW Trucks	0.25	$57.63	$14.41
				Total:	**$38,943.95**

Comments:

Total Fees Invoiced **$38943.95**

TO: Board of Commissioners

FROM: Matthew Jay, Human Resource Manager and Sofia Tamayo

THROUGH: Michael Benard, Executive Director

RE: Comprehensive Revision and Update of the Wheaton Park District Personnel Policies

DATE: August 19, 2026

SUMMARY:

As a best practice, and to keep up with frequently changing laws, a comprehensive legal update and review of our Personnel Policy Manual should be conducted every two to three years by an attorney. Our 2026 review was conducted by Senior Employment Counsel at HR Source. HR Source, formerly Management Association, is a contractual firm that provides the District with valuable resources that assist us in navigating the complex challenges and legal compliance issues related to the human resource management end of our business.

The Policy Manual had minor edits, details added for clarification, and updates due to law changes. The major amendment changes to the policy manual are as follows:

- The table of contents and page numbers will change once all red lined changes are accepted.
- Section 1.2 - Page 8 – Purpose – Added language regarding employee's rights to engage in legally protected activities, such as discussing wages and labor unions.
- Section 2.1 – Page 9 – Equal Employment Opportunity Policy – Added language about perceived identity including but not limited to race, sexual orientation, and gender identity.
- Section 2.2 – Page 9 – Reasonable Accommodations – Added "the Victims Economic Safety and Security Act" and "Individuals affected by a crime of violence."
- Section 2.3 – Page 10 – Diversity, Equity, and Inclusion – Changed the section name from Diversity, Equity, and Inclusion to Merit and Inclusion. Changed section description paragraph. Edited all "diversity, equity, and inclusion" phrasing to "merit and inclusion." Added language for applying inclusive principles.
- Section 2.6 – Page 12 – New Hire Reporting – Added independent contractors.
- Section 3.1.4 – Page 13 – Employee Classifications – Added language about employee status and Districts at-will employment policy.
- Section 3.1.5 – Page 13 – Employee Classifications – Added language regarding the responsibilities of independent contractors.
- Section 4.1 – Page 15 and 16 – Continuing Education/Tuition Reimbursement – Added language regarding employee schedule changes due to class schedule. Added language regarding tuition reimbursement repayment upon termination.

- Section 5.2.3 – Page 17 – Statutory Benefits – Added language about employee leave for school visitation.
- Section 5.3.2 – Page 20 – District Sponsored Benefits – Added language about vacation days not being considered hours worked for the purposes of overtime.
- Section 5.3.6 – Page 23 – District Sponsored Benefits – Added language about paid time off not being considered hours worked for the purposes of overtime.
- Section 5.3.7 – Page 23 – District Sponsored Benefits – Added language about paid funeral leave not entitling employees to additional leave.
- Section 7.3 – Page 30 – Unpaid General Leave of Absence – Changed section title to "Unpaid General Leave of Absence."
- Section 7.5 – Page 31 – Military Leave – Added language about military paid leave regarding funeral honors.
- Section 10.1 –Page 36 and 37 – Non-Discrimination and Anti-Harassment Policy – Added the language "familial responsibilities, healthcare decisions" to Discrimination and Harassment sub-sections. Added sexual misconduct definition.
- Section 10.2 – Page 39 – Disciplinary Action – Added language regarding actions affecting at-will employment relationships.
- Section 10.6 – Page 44 – Smoking –Added "smokeless tobacco."
- Section 10.7 - Page 45 – Personal Appearance – Added language regarding unacceptable attire.
- Section 10.7 – Page 46 – Personal Appearance – Added language regarding employee dress code following their position and daily tasks.
- Section 10.8 – Page 45 – Ban on Certain Gifts and Rewards – Added language about employees being conscientious of receiving gifts and rewards.
- Section 10.13 – Page 49 – Workplace Security and Inspections – Added language about the district's ability to search employee articles that are on the district's premises.
- Section 11.2 – Page 52 – Use of Mobile Technologies – Added language about employee expectations and responsibilities while driving.
- Section 12.1 – Page 56 – Hours of Work and Meal/Break Periods – Added language regarding employee breaks for an employee who is scheduled for 12 or more hours.
- Section 12.3 – Page 56 – Business Expenses – Added language about properly reporting reimbursable business.
- Section 12.5 – Page 57 – Solicitation – Added language about distribution, working time, and working areas.
- Section 12.9 – Page 58 – Safety/Injury and Reporting – Added language about the responsibility of the district and employees to maintain a safe workplace.
- Section 13.1 – Page 59 – Overtime/Timekeeping – Added "Holidays, vacation, sick, personal..."
- Section 13.3 – Page 60 – Personnel Records – Added language about the release of employee information.

PREVIOUS COMMITTEE/BOARD ACTION:

The Board approved the Personnel Policy Manual update in September of 2024.

LEGAL REVIEW:

HR Source reviewed Personnel Policy Manual.

ATTACHMMENTS:

Redlined Personnel Policy Manual reviewed by HR Source and Legal Counsel.

STAKEHOLDER PROCESS:

Once the Park Board approves the Personnel Policy Manual, the manual will be distributed to department heads and employees.

RECOMMENDATION:

Staff recommends the approval of the Wheaton Park District Personnel Manual dated July 2026.

Wheaton Park District

Personnel Policy Manual

September 2024

Previously updated:
February 2022
December 2019
January 2018
December, August and February 2017
September and July 2016

PERSONNEL POLICY MANUAL

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INTRODUCTION

1.1 Preamble

The Wheaton Park District ("Park District" or "District") is composed of a variety of park areas, special recreation facilities, and program services which contribute to the wellbeing of individuals and families, to the attractiveness of neighborhoods, and to the social and economic health of the community. It is the goal of the Park District to develop and maintain a creative, efficient, responsive, and balanced leisure delivery system for all its citizens. A good employer/employee relationship is an essential component of the parks and recreation program. In an effort to achieve and maintain such a relationship, the Park District hereby adopts this Personnel Policy Manual ("Manual").

1.2 Purpose

The purpose of this Manual is both to provide employees with general information and guidelines concerning their employment relationship with the Park District and to describe the Park District's expectations of its employees. This Manual is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to, the general policies and procedures described.

The Manual is not intended to create a contract of employment. Rather, it is simply intended to generally describe the Park District's policies and procedures, employee benefits, and general guidelines. Unless you have an employment agreement to the contrary, which is signed by the Executive Director of the Park District, your employment is at-will and may be terminated, with or without cause, and with or without notice, at any time at the option of either the employee or the District. See also At Will Status policy.

This Manual supersedes all previously issued manuals, policies, and notices that cover these same subject matters. An employee's decision to continue employment with the Park District after this revision, or following any future revisions, shall be deemed to constitute their agreement with all such revisions. The Park District and the Board of Park Commissioners reserve the right to unilaterally revise, supplement or discontinue any of the policies, guidelines, or benefits described in this Manual.

Applicable federal, state or local laws or regulations shall supersede these stated policies, until corrections can be published, in the following instances:

- If any of the policies are or become in conflict with federal, state, or local laws or regulations;
- If any omissions or inclusions cause conflict with federal, state, or local laws or regulations; or
- If typographical or printer error should cause conflict with any federal, state, or local laws or regulations.

A copy of this Manual will be given to each employee after hiring. The employee will be required to review the Manual and become familiar with its contents and acknowledge their receipt of the Manual in writing and understand that failure to comply with the provisions of this Manual may result in disciplinary action, up to and including termination of employment. The Park District will try to keep employees informed of changes as they occur, by distributing copies of revised provisions to employees. A copy of the Manual will also be maintained in the Park District Human Resource Office and on the Park District intranet.

Any employee who desires to make suggestions regarding these policies may submit such suggestions in writing to the Office of the Executive Director of the Wheaton Park District ("Executive Director").

If there is any policy or provision in the Manual that an employee does not understand, they should seek clarification from the Human Resource Department or the Executive Director. Should there be any questions as to the interpretation of the policies or benefits listed in this Manual, or any exceptions; the final explanation and resolution will be at the sole and absolute discretion of the Executive Director, subject to federal, state, and local laws.

The Park District, of course, will not interpret or apply any policy in this Handbook as a means of preventing or dissuading employees from engaging in activities protected by state or federal law, including Section 7 rights under the Illinois Public Labor Relations Act. Thus, nothing in this Handbook should be read as limiting employees' rights to discuss wages, benefits, and terms and conditions of employment; raise complaints about working conditions; join or support labor unions; or engage in other legally protected activities.

1.3 At-Will Status

Nothing contained in this Manual, Board policies, or any written or oral statement interpreting, explaining, or clarifying these policies by any member of the staff or Park Board, is intended to create an employment contract, or any type of binding agreement, either express or implied, between the Park District and any employee. Nor does this Manual guarantee any fixed terms or conditions of employment. Unless there is a written agreement signed by the Executive Director to the contrary, your employment is **at-will and may be terminated, with or without cause, and with or without notice, at any time at the option of either you or the Park District.**

EMPLOYMENT

2.1 Equal Employment Opportunity Policy

The Park District is an equal employment opportunity employer. The Park District gives fair consideration to all qualified persons, and affords all our employees opportunities for advancement according to their individual abilities, regardless of actual or perceived sex, race (and traits associated with race including but not limited to hair texture and protective hairstyles), color, ancestry, national origin, citizenship status, work authorization status, religion, age, disability, sexual orientation, gender identity or expression, pregnancy, military or veteran status, genetic information, order of protection status, marital status, family responsibilities, reproductive health decisions, or any other category protected by applicable law. This policy of equal employment applies to all aspects of the employment relationship, including but not limited to: initial consideration for employment; job placement and assignment of responsibilities; performance evaluation; promotion and advancement; compensation and fringe benefits; training and professional development opportunities; formulation and application of human resource policies and rules; facility and service accessibility; and discipline and termination.

Any employee who believes this policy has been violated should report the situation to their supervisor or Human Resources. All such matters will be thoroughly investigated and rectified if a policy violation is identified. Please refer to Section 10.1 governing non-discrimination and anti-harassment for more detailed information concerning the District's investigative procedures. We strongly encourage use of this policy if necessary and assure employees that they need not fear any reprisals for bringing forth a good faith claim, regardless of the results of any investigation.

2.2 Reasonable Accommodations

The Park District supports the Illinois Human Rights Act, Americans with Disabilities Act as amended, the Victims' Economic Safety and Security Act, and Title VII of the Civil Rights Act of 1964 and will provide reasonable accommodations for people with disabilities, women affected by pregnancy, childbirth, or related conditions in the workplace, individuals affected by a crime of violence, and for individuals' sincerely held religious beliefs unless such accommodations would present an undue hardship for the District.

What is considered a reasonable accommodation will be based on a case-by-case analysis. Reasonable accommodations apply to all applicants and employees and include, but are not limited to: hiring practices, job placement, job duties, and training.

A qualified person with a disability is any individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job the individual has or wants, and does not pose a direct threat to the health or safety of the employee or other individuals in the workplace. A qualified person eligible for an accommodation may also include a woman who is affected by pregnancy, childbirth, or related conditions and/or an individual who requires a workplace accommodation in order to practice their religion.

Contact your supervisor or Human Resources for further clarification regarding the Park District's policy on reasonable accommodation or to request a reasonable accommodation in the workplace. See https://dhr.illinois.gov/content/dam/soi/en/web/dhr/publications/documents/pregnancy-posting-idhr-eng-2023.pdf for more information about pregnancy accommodations.

2.3 ~~Diversity, Equity,~~ Merit and Inclusion

~~Diversity, equity, and inclusion are important values of the Park District. We embrace and encourage our employees' differences in all aspects, including but not limited to, race, color, national origin, cultural background, age, sex, gender, ethnicity, gender identity or expression, languages, national origin, physical and mental ability, political affiliation, religion, sexual orientation, parental status, marital status, educational levels, socio-economic status, military or veteran status, and other characteristics that make our employees unique.~~

The Organization embraces a workplace centered around merit and inclusion. As such, we value relevant experience, hard work, commitment, strong performance and the treatment of others with kindness and respect. We promise to respect our employees' differences in all aspects, including but not limited to, race, color, national origin, cultural background, age, gender, ethnicity, gender identity or expression, languages spoken, physical and mental ability, political affiliation, religion, sexual orientation, parental status, marital status, educational levels, socio-economic status, military or veteran status, and other characteristics that make our employees unique.

As part of our commitment to a workplace culture that values and promotes ~~diversity, equity~~ merit and inclusion, and a work environment free of all forms of discrimination, harassment, and hostility, we promise to:

- Lead with respect and tolerance. We expect all employees to embrace this philosophy and to express it in workplace interactions and through everyday practices.

- Acknowledge and dismantle any inequities within our policies, systems, programs, and services.

~~Promote respectfulness, cultural awareness, and inclusivity by~~ Apply principles of equity to achieve equal employment opportunities for qualified individuals of all backgrounds:

  - Fostering a collaborative work environment in which all employees participate and contribute, and individual differences and contributions are recognized and valued.
  - Empowering and providing a safe space for all employees to express themselves, exchange ideas, and feel heard; and

- Encouraging employees to be open and receptive to others' experiences and perspectives.

- Regularly review all our employment policies, practices, and procedures so that fairness is maintained at all times.

2.4 Employment Practices/Nepotism/Preferential Treatment

Due to the various specializations that exist within a parks and recreation agency, it is the policy of the Park District that employees of the District be certified or trained in their position's appropriate field. Recruitment and selection of management emphasizes this in a non-discriminatory manner.

It is also the policy of the District to hire, retain, and promote individuals based upon their qualifications and performance, as well as the needs of the Park District, and not on the basis of nepotism or other improper favoritism.

Members of an employee's family, or those in a close personal relationship with the employee, will not be considered for employment without prior approval from the Executive Director. Such approval is preceded by a determination that neither a conflict of interest, nor a situation exists whereby any family member or significant other has a supervisory/subordinate working relationship, or any other interference with the District's operations is likely to occur.

For purposes of this section, the term "family member" shall include the employee's spouse or domestic partner, child or step-child, parent, sibling, grandchild, grandparent, stepparent, parent-in-law, brother-in-law, sister-in-law, niece, nephew, cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. This policy must also be considered when assigning, transferring, or promoting an employee.

Employees who marry or establish close personal relationships may continue employment as long as it does not result in the above. Employees must inform the Executive Director or Human Resources if they enter into a familial or close personal or romantic relationship to ensure that no actual or perceived conflict of interest is present. If the conditions outlined above should occur, attempts may be made to find a suitable position within the organization to which one of the employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

2.5 Secondary Employment or Service

The Park District recognizes that employees sometimes seek additional employment or hold office during their off hours. The Park District asks these employees to remember that, despite any outside obligations, their position with the District is their primary responsibility. The Park District reminds employees that working extended hours might adversely affect their health, endurance, and productivity. If the District determines that outside obligations interfere with the employee's performance or create an actual or apparent conflict of interest, the employee may be asked to discontinue their outside obligations.

The Park District does not consider additional employment or the holding of an office to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime.

You should notify your supervisor or Human Resources immediately regarding any potential conflicts of interest you may have due to secondary employment. If the Park District determines that outside employment interferes with the employee's performance or creates an actual or apparent conflict of interest, the employee may be asked to terminate the outside employment.

2.6 New Hire Reporting

The District, or its designated third-party, will submit information on newly hired or rehired employees, including independent contractors, to the Illinois Department of Employment Security, New Hire Directory. The new Hire Reporting Program is part of the federal welfare reform law and includes increased efforts to locate absent parents who are not supporting their children. In addition, new hire reporting assists in reducing fraudulent unemployment and workers' compensation payments.

2.7 Immigration Law Compliance

The Park District is committed to employing only those applicants who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must, in certain circumstances, complete a new I-9 form.

2.8 Expiration of Work Authorization

Employees who have a work authorization that expires will need to provide an updated work authorization. Employees who fail to provide proof of their renewed authorization to work prior to the expiration of the authorization documented on their Form I-9 are subject to immediate termination.

COMPENSATION

3.1 Employee Classifications

It is the intent of the Park District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship, at will, at any time is retained by both the employee and the Park District.

Each employee is designated as either **Non-Exempt or Exempt** according to federal and state wage and hour laws. Non-Exempt employees are entitled to overtime pay and are under the specific provisions of federal and state wage and hour laws. Exempt employees are not entitled to overtime pay and are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

3.1.1 Regular Full-Time employees are those that have completed their introductory period and are regularly scheduled to work a minimum of 40 hours per week. Generally, they are eligible for the Park District's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

3.1.2 Regular Part-Time employees are those that have completed their introductory period and regularly work an average of less than 40 hours per week. They are eligible for some of the Park District's benefit package, subject to the terms, conditions, and limitations of each benefit program.

3.1.3 Temporary/Seasonal employees are those who regularly work a 40-hour week or less over a designated, predetermined period of time, usually not to exceed nine (9) months. Temporary employees are not eligible for any of the Park District's benefit package except those required by law.

3.1.4 Introductory employees are those employees working within their first six (6) months of employment with the Park District. During this time, the employee has the opportunity to evaluate the work environment and discover if the employee is suited to and likes their new position. Similarly, the introductory period provides the employee's supervisor a reasonable period of time to evaluate the employee's performance and determine if the employee appears to possess the aptitude and attitude necessary for him/her to meet the required standards and expectations of the position. An employee's introductory status may affect eligibility for some benefits — please see Human Resources for more information. Once the employee successfully completes the introductory period, the employee will be a regular employee. This is simply an administrative designation. It does not mean that the employee has a permanent job and is not in any other way inconsistent with the Park District's employment at-will policy. The Park District reserves the right to extend or shorten the introductory period within its discretion.

3.1.5 Independent Contractors are engaged to perform distinct functions on an independent basis and for a limited period of time. Contractors are not employees; therefore, they do not receive benefits except as specified in their contract. These handbook policies do not generally apply to independent contractors.

3.2 Performance Evaluations

The Park District is committed to providing you with ongoing feedback, both formal and informal, regarding your performance on the job. This typically includes verbal and/or written feedback throughout the year, as well as a formal documented performance review. Typically, the Park District formally evaluates a full-time employee's job performance at the end of the introductory period and then on an annual basis in December. Part-time employees generally receive a formal performance evaluation on an annual basis in December or January. However, nothing shall preclude the Park District from placing an employee on a more frequent cycle of evaluation where warranted. More frequent evaluations may occur during an employee's first six months of employment, following the employee's placement in a new position, and when deemed necessary by the employee's supervisor or the Executive Director due to performance or conduct concerns.

Performance reviews are designed to provide communication between the employee and supervisor on the employee's job performance. Criteria that will usually be evaluated include but is not limited to: quality and quantity of work performed; conduct and behavior; dependability; ability to get along with others; initiative, resourcefulness and creativity; and potential for future growth. Your performance review will also include a review of your strengths; identify any areas needing improvement; and goals and objectives that need to be achieved.

The review also serves as one of the criteria for determining salary adjustment recommendations. However, a salary adjustment does not necessarily result from a performance review.

3.3 Salary Basis and Review

The initial rate of compensation shall be determined on the basis of the skills, experience, or other qualifications required for the position involved, as well as economic conditions, and any other factors deemed appropriate by the Executive Director. Any adjustments to employee compensation are made on the basis of several factors, including, but not limited to: the District's budget, the employee's current rate of compensation, the employee's performance rating, whether the employee received a recent adjustment, and other external market factors. Any adjustments to employee compensation are typically effective on, or around, January 1, or as otherwise determined by the Board.

PROFESSIONAL GROWTH

4.1 Continuing Education/Tuition Reimbursement

Consistent with potential benefit to the Park District and budget considerations, educational assistance may be available to eligible full-time employees who wish to pursue degreed course work related to their employment with the Park District. Employees are eligible to receive assistance for one academic course per semester, not to exceed five (5) semester hours in any one term, at an in-state institution of higher education. Program course work must be completed outside the employee's regular working hours. Employees who are on probation or being counseled for performance issues are ineligible to participate.

To participate in this educational assistance program, an employee must have 12 months of employment with the district and make a written request detailing the planned courses the employee wants to take and how it relates to the employee's role with the Park District. Courses must specifically be related to the employee's current position or to the employee's career development with the Park District. The Park District has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position***. Courses must be approved by the Executive Director prior to class enrollment in order to qualify for reimbursement.***

Schedule Changes

All courses and course preparation must be undertaken on the employee's own time. Schedule changes to accommodate an employee's class schedule are not guaranteed. Supervisors must consider departmental needs in approving any changes to work schedules.

Reimbursement

The maximum reimbursement that will be made to an individual employee is $1,500 per 12-month period. Reimbursement will be provided upon satisfactory completion of the course (a grade of "C" or better in an undergraduate program, "B" or better in a graduate program) and receipt of a paid tuition bill and official grade report. Requests for reimbursement must be completed within 60 days of course completion.

Employees eligible for reimbursement from any other source (e.g., a government-sponsored program or a scholarship) may seek assistance under our educational assistance program but are reimbursed only for the difference between the amount received from the other funding source and the actual course cost. Total aid from the Park District and other sources may not exceed 100% of the costs and fees. Employees who voluntarily terminate or who are terminated will not be entitled to continued educational reimbursement from the Park District.

Tax consequences (if any) as a result of reimbursement under this policy are the sole responsibility of the employee. Taxable earnings (if applicable) may be added to overall earnings and reflected on an employee's W-2.

Repayment Upon Termination

Employees who receive tuition reimbursement benefits are expected to remain employed by the Park District for at least 12 months following the last reimbursement payment. If the employee voluntarily terminates employment with the District or is terminated for performance reasons or misconduct, he/she/they must repay all tuition reimbursement benefits made by the District in the 12 months prior to the resignation/termination. Employees who apply and are approved for tuition reimbursement benefits must sign an agreement to this effect.

Contact Human Resources for more information or questions regarding this educational assistance policy.

4.2 Conferences, Seminars, and Workshops

In furtherance of this goal, the Park District will make an effort to provide opportunities to full-time and part-time employees to attend conferences, seminars, and workshops which may be of benefit to the employee and which would help improve the Park District's operation or services. With the Executive Director's prior approval, the employee may receive reasonable reimbursement for the cost of travel, registration, meals, lodging, and other miscellaneous expenses resulting from attendance at such conferences, seminars, or workshops. However, such approval will be contingent upon both the budgetary limitations and the operational requirements of the Park District. Please see the Travel and Vehicle Use Policy located on the intranet or contact the Finance Department for more information regarding reimbursement of expenses.

4.3 Professional and Community Service Organization

The Park District, with the Executive Director's prior written approval, will pay the annual membership dues of professional and community service organizations on behalf of full-time employees, assuming such memberships relate to or benefit the District and the work it does in the community.

A professional organization shall be defined as any organization that provides professional growth and networking opportunities for employees, such as the National Recreation and Parks Association, the Illinois Park and Recreation Association, National Restaurant Association, Professional Golf Association, and Society for Human Resource Management. Community service organizations shall be defined as non-profit organizations that provide services to our community, such as the Lions, Rotary and Kiwanis clubs.

5.1 Benefits in General

Eligible employees of the Park District are provided a wide range of benefits. Benefits eligibility is dependent upon a variety of factors, including employee classification. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

A summary plan description (SPD), where applicable, which explains coverage of many of the benefits in greater detail is available. The actual plan documents, which are available by making a written request to Human Resources, are the final authority in all matters relating to benefits described in this Manual or in the SPD and will govern in the event of any conflict. The Park District reserves the right to change or eliminate any benefits at any time in accordance with applicable law.

5.2 Statutory Benefits

5.2.1 Illinois Municipal Retirement Fund

The Illinois Municipal Retirement Fund (IMRF) is a retirement fund for public employees. All employees who work a minimum of one thousand (1,000) hours per year must contribute to IMRF through payroll deductions in an amount determined by statute. The Park District also contributes to IMRF on behalf of all participating employees. The retirement pension benefit is determined by a combination of date of hire, years of service, and average earnings. Employees may contact Human Resources or IMRF for more information.

5.2.2 Workers' Compensation

All employees are covered by the provisions of the Workers' Compensation Act and thus may be eligible for benefits in the event of an injury or illness arising out of and/or in the course of employment. To help ensure you receive full benefits under this law, employees are required to immediately report any claim of work-related illness or injury to their direct supervisor or any other available supervisor.

5.2.3 School Visitation

An employee who has worked at the Park District for at least six (6) months, and for an average of at least twenty (20) hours per week, may be eligible to take up to eight (8) hours of unpaid school visitation leave per school year to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. Employees are not entitled to additional leave for multiple children.

No more than four (4) hours of leave may be taken in any one day. Additionally, the employee may not take leave unless the employee has used all available vacation leave, personal days, and/or PTO.

Before arranging attendance at the school conference or activity, the employee must provide the Park District with a written request for leave at least seven (7) days in advance of the requested time off. However, in an emergency, the employee may give twenty-four (24) hours' notice. In addition, the employee must consult with their immediate supervisor to schedule the leave so as not to unduly disrupt District operations.

School visitation leave shall be unpaid. The employee may choose, however, to make up the time missed due to school visitation leave on a different day or shift if such arrangement may reasonably be provided by the Park District. If the employee chooses not to make up the time missed, or an arrangement to make up such time cannot be made, the employee will not receive compensation for the missed time. Upon completion of a school visit, the employee may be required to produce documentation of their visit from the school administrator and submit such documentation to the Park District.

5.3 District Sponsored Benefits

5.3.1 Health Insurance, Dental, Vision, Group Life and AD&D

The Park District provides employees regularly working 30 or more hours per week, and their eligible dependents, with health insurance, dental coverage, and vision coverage. Eligible employees may elect to enroll in these plans beginning on their first day of employment. Employees are required to contribute toward the cost of the health insurance premiums. Specific enrollment and plan information will be provided by Human Resources.

The Park District also offers all full-time employees group life insurance and accidental death and dismemberment (AD&D) insurance in case of certain serious injuries or death of the employee. Employees are eligible for coverage beginning on their first day of employment. These benefits are at no cost to employees and employees will be automatically enrolled upon starting employment.

The Park District offers employees the opportunity to make any required insurance premium payments on a pre-tax basis under a Section 125 Plan. Additionally, participating employees may make voluntary pre-tax contributions to flexible spending accounts for unreimbursed medical and/or dependent care expenses.

Employees should contact the Human Resource Department regarding enrollment, mid-year election changes, participation in the Section 125 Plan and flexible spending accounts, and any other questions involving the administration of these plans.

5.3.2 Vacation

Vacation time is provided to all regular full-time employees as a means of promoting health, rest, relaxation, and pleasure. Because the Park District recognizes the importance of vacation time, it provides paid vacation time, which accrues on per pay period basis. The per pay period rate depends on their length of service as of their anniversary date.

Vacation time is accrued and granted as follows:

First Year. Employees receive up to twelve (12) days of vacation after completion of their first year of full-time employment.* However, new employees will be given the opportunity to use six (6) days of that vacation after completion of the introductory period but prior to being granted the full allotment.

Subsequent Years. During an employee's second and subsequent years of continuous full-time employment, vacation days shall be granted on the employee's anniversary date in accordance with the following schedule:

Following the completion of the:

Length of Service	Vacation per pay period	Total Vacation per year
Second year of continuous full-time employment	4.0 hours	13 days
Third year of continuous full-time employment	4.31 hours	14 days
Fourth year of continuous full-time employment	4.61 hours	15 days
Fifth year of continuous full-time employment	4.93 hours	16 days
Sixth year of continuous full-time employment	5.23 hours	17 days
Seventh year of continuous full-time employment	5.55 hours	18 days
Eighth year of continuous full-time employment	5.85 hours	19 days
Ninth through nineteenth years of continuous full-time employment	6.16 hours	20 days
Twentieth year of continuous full-time employment (and thereafter)	7.70 hours	25 days

* Subject to the discretion of the Executive Director, newly hired management or supervisory employees may receive one-half (1/2) year of credit for each year of previous full-time professional experience deemed relevant to the operations of the Park District.

a.) Employees Converting from Part-time to Full-time

A part-time employee of the Park District who accepts employment as a regular full-time employee shall be credited with years of continuous full-time employment for vacation purposes as follows: the Park District will calculate the total number of hours the employee worked on a part-time basis and convert this to the equivalent of full-time employment based on a 2,080 hour full-time work year. The employee will receive one-half (1/2) year of credit for each full year of equivalent full-time employment worked for the Park District.

b.) Scheduling Vacation

Vacation must be taken in minimum increments of four (4) hours. Written requests to use vacation must be made to the employee's supervisor, on the appropriate vacation request form, at least two (2) weeks prior to the date desired for vacation. While the Park District will make every effort to provide employees with requested time off, no request for vacation will be approved when the effect would be to leave an office or department without adequate personnel to perform the required services during any working period. When the absence of multiple employees during the same period of time would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority.

An employee who resigns from employment with the Park District may not use a vacation day(s) during their final two (2) weeks of employment, without the express permission of the Executive Director.

c.) Accumulation of Vacation

It is recommended that all vacation days be taken during the calendar year in which they are received. However, unused vacation may be accumulated to a maximum of fifteen (15) days, in addition to the number of vacation days the employee is entitled to receive for the current year. Any unused vacation days in excess of this amount will be forfeited if not used by the end of the year in which they accrue (see example below). Vacation days are considered unused one year from the date on which they are granted.

For example, an employee has fifteen (15) days of accumulated unused vacation and then receives sixteen (16) days of new vacation on the employee's 5th anniversary on June 1, 2018. If the employee only uses twelve (12) days of vacation between June 1, 2018 and May 31, 2019, the employee will forfeit four (4) unused vacation days on June 1, 2019. Any exceptions to this policy must be approved by the Executive Director.

An employee on an unpaid leave of absence of thirty (30) or more days shall cease to receive any further vacation time during such absence and the employee's upcoming vacation entitlement shall be pro-rated for the year.

d.) Vacation Pay & Payout

Vacation days will be paid at the employee's base rate at the time the leave is taken and will not be considered as hours worked for purposes of overtime. Vacation days ~~are~~ do not include any special forms of compensation such as incentives, commissions, or bonuses.

When an employee terminates or resigns without having taken all vacation time, the monetary equivalent of all unused vacation time shall be paid to the employee as part of the employee's final compensation.

5.3.3 Holidays

The Park District observes the following holidays and will typically be closed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

When a legal holiday falls on a Saturday or Sunday, the nearest working day will typically be declared a holiday. In addition, the Executive Director, at their discretion, may grant two and one-half (2½) additional holidays each year. A listing of the dates scheduled for the observance of holidays may be viewed in the Human Resource Department or the intranet.

Criteria for Holiday Pay

The following conditions apply to the Park District's holiday pay policy:

- Regular full-time and exempt employees will be paid their regular rate and hours of pay, for up to 8 hours, for days which they are regularly scheduled to work.
- The time will be paid at the employee's base rate at the time the leave is taken. Paid time off for holidays does not include any special forms of compensation such as incentives, commissions, or bonuses.
- If a recognized holiday falls during an eligible employee's paid absence (such as vacation or personal time off), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

- Holidays will not be paid to any employee on an unpaid absence of 30 or more days.

5.3.4 Personal Days

Regular full-time employees who have completed at least six (6) months of continuous full-time employment (i.e., employed prior to July 1st) shall be granted two (2) personal days at the start of the next calendar year following the date of hire. A regular full-time employee who has completed less than six (6) months of continuous regular full-time employment (i.e., was employed after July 1st) shall be granted one (1) personal day at the start of the next calendar year. Personal days are to be used for personal business that cannot normally be accomplished during an employee's non-working time. Examples include banking and attorney appointment, emergency home repairs and school meetings. (See also, the School Visitation Policy).

Notice of Personal Days

Personal days may be taken in increments of four (4) hours for exempt employees and one (1) hour increments for non-exempt employees. If the use of personal leave is foreseeable, the employee must give the Park District seven days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures.

Approval shall be based on organizational needs. Unused personal days may not be carried over from year to year and are considered forfeited if not used by the end of the calendar year.

Personal days will be paid at the employee's base rate at the time the leave is taken. Personal days do not include any special forms of compensation such as incentives, commissions, or bonuses. When an employee terminates or resigns without having taken all earned personal days, the monetary equivalent shall be paid to the employee as part of the employee's compensation.

5.3.5 Sick Leave

Regular full-time employees are entitled to paid sick leave, which is granted by the Park District at the rate of one (1) sick leave day per month each calendar year. Employees shall utilize sick leave for their own illness, injury, or medical appointment or for the illness, injury, medical appointment, or personal care of a spouse, parent, legal guardian, grandparent, child, sibling, grandchild, mother-in-law, father-in-law, step-parent, step-child, or domestic partner. Employees absent from work due to a workers' compensation injury or occupational illness and who are receiving benefits through the Park District's Workers' Compensation Policy are not eligible to use paid sick leave.

Notice of Sick Leave

Sick leave may be taken in one (1) hour increments by non-exempt employees and four (4) hour increments by exempt employees. If the use of sick leave is foreseeable, the employee must give the Park District seven days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures. Employees may text or email a supervisor regarding an absence but should leave a call back number where they can be reached for confirmation/clarification.

The Executive Director may require the employee to provide a doctor's note to substantiate the reason for the employee's absence when the absence is for more than three days or when the Park District suspects abuse of this policy.

Sick Leave Pay

Sick leave pay will be paid at the employee's base rate at the time the leave is taken. Sick leave pay does not include any special forms of compensation such as incentives, commissions, or bonuses.

Sick Leave Accrual

Employees may accrue and carry-over up to thirty (30) days of unused sick leave. An employee with thirty (30) days of accrued unused sick leave will continue to receive twelve (12) days each calendar year, as described above. However, following the end of each calendar year, employees will be paid out for half (1/2) of their unused sick days in excess of thirty (30) days. The remaining balance will be forfeited and, for eligible employees, applied toward additional Illinois Municipal Retirement Fund ("IMRF") service credit at the time of retirement from the District, in accordance with IMRF policy.

An employee on an unpaid absence of 30 or more days shall stop accruing sick time. Employees separating from employment with the District will not receive payment for any unused sick leave.

5.3.6 Paid Time Off

Part-time employees who worked 1,000 hours or more the previous calendar year are eligible for paid time off (PTO) as follows:

Years of Service	PTO Hours Earned Per Year
1 – 4	24 hrs / 3 days
5 – 9	32 hrs / 4 days
10 – 14	40 hrs / 5 days
15 – 19	48 hrs / 6 days
20 and up	56 hrs / 7 days

This earned time, in its entirety, is granted to employees in January of each year and must be used by the end of each calendar year.

Use of PTO

PTO may be used for any purpose, including vacation, sick, or personal reasons. PTO must be taken in minimum increments of four (4) hours. If the use of PTO is foreseeable, the employee must give the Park District fourteen days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures. Employees may text or email a supervisor regarding an absence, but should leave a call back number where they can be reached for confirmation/clarification.

While the Park District will make every effort to provide employees with requested time off, no request for PTO will be approved when the effect would be to leave an office or department without adequate personnel to perform the required services during any working period. When the absence of multiple employees during the same period of time would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority.

An employee who resigns from employment with the Park District may not use PTO day(s) during their final two (2) weeks of employment, without the express permission of the Executive Director.

PTO Pay

PTO will be paid at the employee's base rate at the time the leave is taken. PTO does not include any special forms of compensation such as incentives, commissions, or bonuses. PTO is not considered hours worked for purposes of overtime.

Accumulation of PTO

PTO hours may not be carried over from one calendar year to the next. Any unused time at the end of the calendar year will be forfeited. Any accumulated and unused PTO at the time of termination/separation from employment will be paid with the employee's final pay.

5.3.7 Funeral Leave

A regular full-time employee shall be granted up to three (3) days of paid leave to make funeral arrangements and attend visitation and/or funeral services in the event of the death of an "immediate family member", which would include a spouse, domestic partner, parent, step-parent, legal guardian, grandparent, child, step-child, sister, brother, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or grandchild.

Additional paid or unpaid time or leave for persons not covered in the definition of "immediate family member" may be allowed in some circumstance, at the discretion of the Executive Director.

All employees who have worked for at least 12 months and 1250 are also eligible for bereavement leave in accordance with the Illinois Family Bereavement Leave Act. All eligible full-time employees are allowed up to a maximum of two weeks (10 workdays) of unpaid family bereavement leave for covered family members In the event of the death of more than one covered family member in a 12-month period, an employee may take up to a total of six weeks of bereavement leave during the 12-month period. Up to three (3) days of this leave may be paid in accordance with this policy but without entitling an employee to additional leave.

Family bereavement leave is available for the following reasons: (1) attend the funeral or alternative to a funeral of a covered family member; (2) make arrangements necessitated by the death of a covered family member; (3) grieve the death of a covered family member; or (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because another party contests it; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth. . "Covered family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.

In the event that an employee is entitled to paid funeral leave, such leave will be paid at the employee's base rate at the time the leave is taken. Pay under this policy is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

The District may require any employee seeking leave under this policy to verify the death of the immediate family member, the employee's relationship to the immediate family member, and/or the employee's attendance at the funeral or memorial service.

5.3.8 Child Extended Bereavement Leave

Regular, full-time employees, who have been employed for at least two weeks and have lost a child due to homicide or suicide, are eligible for up to six weeks of bereavement leave. Three days will be paid as detailed in the section regarding family member bereavement leave and the remaining time will be unpaid.

Employees may take leave in one continuous period or intermittently in increments of no less than four (4) hours. Leave must be taken within one (1) year after the employee notifies the Park District of the loss. This six weeks of leave is the maximum amount of leave an employee may take for the loss of their child due to homicide or suicide. Accordingly, the employee may not seek additional bereavement leave as provided in the section regarding family member bereavement leave.

The employee must provide the District reasonable advance notice of the employee's intention to take leave, unless providing such notice is not reasonable and practicable. The employee must also provide reasonable documentation which may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. An employer may require that the documentation include the cause of death.

Nothing in either bereavement policy detailed above shall permit an employee to exceed the amount of leave available under the Family and Medical Leave Act. When returning from bereavement leave, employees are entitled to the position they held when the leave began. If that position has been filled or is no longer available, returning employees are entitled to an equivalent position with equivalent pay, benefits, and responsibilities.

5.3.9 Jury Duty Leave

The Park District encourages employees to fulfill their civic duty by serving on a jury and will grant an employee the necessary time off. Full-time employees will be paid their regularly scheduled pay for up to three (3) days of jury duty, assuming the employee endorses the check the employee receives for jury duty service over to the Park District. If jury duty lasts longer than 3 days, an employee may use accrued vacation or personal time or take the time off without pay.

Jury duty leave will be paid at the employee's base rate at the time the leave is taken. Pay under this policy is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

It is the employee's responsibility to notify their supervisor as soon as possible after receiving the summons for jury duty. When not called to jury duty or where jury duty does not require a full day, employees must report to work. Employees who are "on call" for jury duty must report to work if not required to serve that

day. Employees requesting and/or returning from jury duty leave will be required to provide verification of service.

USE OF DISTRICT FACILITIES, EQUIPMENT, AND RECREATION PROGRAMS

6.1 Facilities

Upon presentation of an identification card, regular full-time employees, their spouses and dependents (i.e., those dependents who are eligible to participate in the Park District's health insurance benefits) receive complimentary use of the Rice Pool and Water Park, Northside Family Aquatic Center, Miniature Golf at Clock Tower Commons, Parks Plus Fitness Center, entrance to Cosley Zoo, and golf at Arrowhead Golf Club subject to the provisions of Section 6.3 of this Manual.

Upon presentation of an identification card, part-time employees who worked at least 1,000 hours in the prior calendar year receive complimentary use of the Parks Plus Fitness Center, Rice Pool & Water Park, Northside Family Aquatic Center, Miniature Golf at Clock Tower Commons, entrance to Cosley Zoo, and golf at Arrowhead Golf Club subject to certain limitations and the provisions of Section 6.3 of this Manual.

Each year, complimentary swimming, golf, Cosley entrance tickets, and Parks Plus Fitness Center coupons will be issued to active part-time employees who worked less than 1,000 hours in the prior calendar year. This coupon entitles such employees admittance to Parks Plus Fitness Center, Rice Pool & Water Park, Northside Family Aquatic Center, Miniature Golf at Clock Tower Commons, Cosley Zoo, and specific privileges at Arrowhead Golf Club on a coupon-by-coupon basis.

Complimentary privileges may be revoked at the sole discretion of the Park District for any reason, including without limitation, due to misuse. Such privileges will also be immediately revoked upon termination of employment. Employees wishing to use other Park District facilities may do so at the prevailing resident rate.

6.2 Recreation Programs

All employees are encouraged to participate in recreation programs offered by the Park District; however, employees are required to pay the prevailing resident fees/rates for participation in such recreation programs.

6.3 Restaurant and Golf Privileges

Employees receive 50% off the retail value of food and non-alcoholic beverages at the Arrowhead Restaurant, when working. Personnel based at Arrowhead Golf Club may receive free fountain drink beverages, coffee, and tea when working.

Employees working in the Arrowhead Golf Club pro shop, are required to wear "Wheaton Park District" logo items and/or approved Arrowhead golf supplier logo wear. All full-time Park District pro shop staff shall receive three Arrowhead logo shirts per year at no cost. In addition, all Park District employees may purchase pro shop clothing at cost plus 10%.

Park District full-time staff, their spouses, and dependents (which includes those eligible to receive health insurance benefits under the District's policy), part-time golf operations staff, and year-round part-time Park District staff with three (3) or more years of Park District employment are allowed to make reservations and golf at no cost Monday through Thursday and on Saturday and Sunday after 2 pm. These individuals may not make tee times at any time on a Friday or on weekends/holidays before 2:00 pm. Golf during those times is on a standby basis only. Employees should never play during these times if a paying customer is waiting. That means that an employee who is waiting to play can be bumped from a group by a paying customer. This policy does not apply to professional golf staff.

LEAVES OF ABSENCE

Please note that while employees are on any type of leave of absence, they are not to do any work. This applies to all employees and all types of work. The only exception is if the employee or the employee's supervisor needs to touch base briefly about a work-related matter. However, any such communications should be brief and only in cases where communication is absolutely necessary.

7.1 Paid Medical Leave

Regular full-time employees with at least one (1) year of continuous service immediately preceding the start of a medical condition may be eligible for District-paid medical leave of up to thirty (30) calendar days. During any approved paid medical leave, the employee will receive their full salary for up to thirty (30) calendar days. The medical leave must be taken in a continuous block of time. Please note that only the employee's normal regular work days will be paid during this period.

Eligible employees are required to exhaust "current year" and unused accumulated sick leave (excluding any unused accumulated sick leave documented solely for IMRF purposes), unused accumulated vacation days, and unused accumulated personal days before qualifying for such paid medical leave. Employees absent from work due to a workers' compensation injury or illness are not eligible for District-paid medical leave, but rather, will be compensated in accordance with the District's Workers' Compensation policy.

Employees are required to request paid medical leave at least thirty (30) days before the leave is to begin, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee is required to submit their request as soon as practicable. An employee who requests such leave may be required to submit a note from the employee's physician confirming the need for medical leave. The Executive Director may also require the employee to have an independent examination by a physician selected and paid for by the Park District.

An employee who has been granted District-paid medical leave shall not become eligible for subsequent District-paid medical leave unless and until such employee has returned to regular full-time service for at least three (3) continuous calendar years immediately preceding the start of any subsequent use of medical leave.

Medical leave will be paid at the employee's base rate at the time the leave is taken. Medical leave is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

An employee who fails to return from District-paid medical leave for any reason unrelated to the continuation, recurrence, or onset of the medical condition, may be required to repay the District an amount equal to the medical leave pay received. The Executive Director, in their sole discretion, may waive the repayment requirement.

7.2 Family and Medical Leave of Absence

This policy contains information consistent with and in addition to the information contained in the "Employee Rights and Responsibilities" (found at the back of this Manual) and is meant to provide additional information about the District's specific policies and procedures under the Family and Medical Leave Act. In the event of any conflict between the "Employee Rights and Responsibilities" and this policy, the "Employee Rights and Responsibilities" will prevail.

Basic Leave Entitlement: Employees may be eligible to take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon return provided that the employee has worked for the District for at least 12 months AND worked at least 1,250 hours in the last 12 months AND work at a location that has at least 50 employees employed by the District within 75 miles of the employee's work location.

The 12-month period in which the 12-week leave entitlement occurs shall be a rolling 12-month period measured backward from the date an employee uses any leave under FMLA. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Reasons for Leave: If an employee is eligible, the employee may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for such child; (2) the placement of a child with the employee for adoption or foster care; (3) to care for a spouse, son, daughter or parent ("covered family member") with a serious health condition; (4) because of the employee's own serious health condition which renders the employee unable to perform the functions of the employee's position or because of any qualifying emergency arising out of the fact that their spouse, child, or parent is under a call or order to active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation..

Leave because of reasons one and two above must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the District who request leave because of reasons one or two or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period.

Designation of Leave: Please note that use of FMLA leave is not discretionary. If you qualify for and take leave for an FMLA-qualifying reason, the District will require you to use and will designate such leave as FMLA.

Military Family Leave Entitlement: If an employee is eligible, the employee may use the 12-week FMLA entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered active duty of a spouse, son, daughter or parent. Qualifying exigencies may include: (1) attending certain military events; (2) arranging for alternative

childcare; (3) addressing certain financial and legal arrangements; (4) attending certain counseling sessions; (5) addressing issues related to short-notice deployment; (6) spending time with a covered family member who is resting and recuperating; (7) attending post-deployment briefings; and (8) for certain activities relating to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty.

An employee may also be eligible for up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. This single 12-month period begins with the first day the employee takes the leave. A covered servicemember includes: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status; or (2) is on the temporary disability retired list; or (3) a covered veteran, meaning one who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and: (i) was a member of the Armed Forces (including a member of the National Guard or Reserves); (ii) was discharged or released under conditions other than dishonorable; and (iii) was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.

Improper Use of FMLA: Employees may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted an FMLA leave, the employee may be subject to immediate termination.

Notice of Leave: If the FMLA is foreseeable, the employee must give the District at least 30 days' notice in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures as detailed in the Attendance Policy.

Medical Certification—Leave for Employee's Own or a Covered Family Member's Serious Health Condition: If the employee is requesting leave because of the employee's own or a family member's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The District, at its expense, may require an examination by a second health care provider designated by the District, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the District, at its expense, may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave and employees may be required to present a fitness for duty verification upon their return to work following a leave for the employee's own illness specifying that the employee is fit to perform the essential functions of the job.

Certification for a Qualifying Exigency: If the employee is requesting leave because of a qualifying exigency arising out of a covered family member's active duty or call to active duty, the employee must supply a copy of the covered military family member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or called to active duty

(including the dates of the active duty service). The District may also request additional information pertaining to the leave.

Certification for Servicemember Family Leave: If an employee is requesting leave because of the need to care for a covered servicemember with a serious injury or illness, the District may require the employee to supply certification completed by an authorized health care provider of the covered servicemember. In addition, the District may also request additional information pertaining to the leave.

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave: If an employee is requesting leave because of the need to care for a covered veteran with a serious injury or illness, the District may require the employee to supply certification completed by an authorized health care provider of the covered veteran. In addition, the District may request additional information pertaining to the leave.

Substitution of Paid Leave: FMLA is unpaid leave. If you request leave for any FMLA covered reason, you shall be required to exhaust any remaining applicable sick, vacation, personal, PTO, and any other paid time off, in the order specified. The exhaustion of such paid leave runs concurrently to FMLA leave and does not extend the leave period. In addition, if you are eligible for any additional paid leaves, such as disability or workers' compensation, these leaves will also run concurrently with FMLA (where appropriate) and will not extend the leave period. When using paid leave in conjunction with FMLA, employees must comply with the requirements of the applicable paid leave policy.

Benefits during Leave: During an approved FMLA leave, the District will maintain your health benefits as if you continued to be actively employed, but the employee must continue to pay their share of the premium. If paid leave is substituted for unpaid FMLA leave, the District will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless your failure to return is due to: (1) the continuation, recurrence, or onset of a serious health condition of yours or your family member, or a serious injury or illness of a covered servicemember, which would entitle you to FMLA leave, or (2) other circumstances beyond your control. An employee on an unpaid leave of absence of thirty (30) or more days shall cease to accrue any further vacation time during such absence and the employee's upcoming vacation entitlement shall be pro-rated for the year. Also, during the unpaid portions of FMLA leave, the employee will not receive pay for holidays. Employment benefits accrued by the employee up to the day on which the unpaid FMLA leave begins will not be lost.

Intermittent Leave: Leave due to a serious health condition, to care for a servicemember with a serious injury or illness, or because of a qualifying exigency may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if necessary. When the leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the District's operations. If leave is unpaid, the District will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced scheduled leave, the District may temporarily transfer the employee to an available alternate position which better accommodates the recurring leave and which has equivalent pay and benefits. A fitness for duty

certification may be required to return from an intermittent absence if reasonable safety concerns exist concerning the employee's ability to perform job duties.

Job Restoration: If the employee wishes to return to work at the expiration of the approved FMLA leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits, and other terms and conditions of employment. If the employee takes leave because of the employee's own serious health condition, the employee may be required to provide medical certification that the employee is fit to perform the essential functions of the job. Employees failing to provide the certification will not be permitted to resume work until it is provided.

7.3 Unpaid General Leave of Absence

Occasionally, when an employee does not qualify for or has exhausted other available leaves,, an employee may need to apply for an unpaid general leave of absence when the employee does not qualify for a leave under another of the District's leave policies. This leave of absence is typically granted for a maximum of up to 30 calendar days. A request for more than 30 days will be approved on a case-by-case basis by the Executive Director in accordance with applicable law.

An employee must apply in writing for this leave of absence and submit their request to the Human Resources Department. Requests for leave should be made at least 120 calendar days prior to the start of the leave, or if that is not possible, as soon as feasible. The request should set forth the reason for the leave, the date on which you wish the leave to begin, the date on which you will return to active employment with the District, and any documentation supporting your need for leave. In cases of leave due to medical reasons, an employee will need to provide a doctor's note, specifying, among other things, the reason for leave and anticipated amount of leave needed. The granting of a leave of absence, and the terms and conditions surrounding the leave of absence, are at the sole discretion of the Executive Director.

Approval of a general leave will typically be based on the operational requirements of the organization, availability of temporary substitute employees, the work and value of the employee, and the reason for the request. A leave of absence will not be granted to allow an employee time off to seek employment elsewhere, to work for another employer, to contract/consult for another employer, or become self-employed.

While the District will make every effort to reinstate the employee to their previous position, there are no guarantees. Failure to return from a leave of absence at the time agreed upon will normally result in immediate termination of employment. Requests for an extension of a general leave of absence should be submitted in writing to the Human Resource Department.

7.4 Sabbatical Leave

Regular full-time employees may request unpaid sabbatical leave (not to exceed one year) to engage in a course of study or research which will benefit the Park District. Such a leave must be approved in writing by the Executive Director. For more information on applying for a leave, and the terms and conditions relating to extended leaves, see the General Leave of Absence policy.

7.5 Military Leave

Leaves of absence for Military or Reserve duty are granted to all employees of the District. Employees called to active Military duty or to Reserve or National Guard training, or volunteering for the same, should submit copies of their Military orders to their supervisor as soon as is practicable. Employees will be granted a Military leave of absence for the period of Military service in accordance with applicable Federal and State laws. Employees who are reservists or members of the National Guard are granted time off for required Military training. This leave of absence includes time off for: (i) service in a federally recognized auxiliary of the U.S. Armed Forces when performing official duties in support of military or civilian authorities as the result of an emergency; (ii) service covered in the Illinois State Guard as defined by the Illinois State Guard Act; and (iii) a period for which an employee is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System.

An employee's eligibility for reinstatement after the completion of military leave, benefit continuation/eligibility, and payment for such leave is determined in accordance with applicable Federal and State laws. Employees may elect, but are not required, to use any vacation, personal, or PTO time entitlement for any portion of the absence that may be unpaid. Training leaves will not normally exceed two weeks per year, plus reasonable travel time.

Employees who have been employed for at least 12 months and have worked at least 1250 hours during the 12 months preceding the leave may receive up to 40 hours of paid leave per calendar year (up to 8 hours per month) for military funeral honors detail. To receive the leave, the employee must be (1) trained to participate in a funeral honors detail at the funeral of a veteran; and (2) be either (A) a retired or active member of the armed forces of the United States or a member of a reserve component of the armed forces of the United States, including the Illinois National Guard; or (B) an authorized provider, or a registered member of a nonprofit or other organization that is an authorized provider, including a member of a veterans service organization.

Employees requesting military funeral honors detail leave should provide notice as soon as possible. Employees may be requested to provide confirmation from the relevant veterans' service organization that dispatched the employee to the funeral honors detail, or other official notice provided to the employee in relation to the funeral honors detail.

7.6 Victims' Economic Security and Safety Act Policy

All employees, both full and part-time, are eligible for unpaid victims' economic and security and safety (VESSA) leave for up to 12 weeks in a 12-month period for any one or more of the following reasons:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic, sexual, gender, or any other crime of violence to the employee or the employee's family or household member;

- Obtaining services from a victim services organization for the employee or the employee's family or household member;

- Obtaining psychological or other counseling for the employee or the employee's family or household member;

- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, sexual, gender, or any other crime of violence or ensuring economic security; and/or

- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic, sexual, gender, or any other crime of violence.

Eligible employees may use up to two workweeks (10 days) of unpaid VESSA leave for any one or more of the following reasons:

A. Attending the funeral or alternative to funeral or wake of a family or household member who is killed in a crime of violence;

B. Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or

C. Grieving the death of a family or household member who is killed in a crime of violence.

Leave for these reasons must be completed within 60 days after the employee receives notice of the death of the victim.

Definitions

- "12-Month Period" - means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.

- "Family or Household Member" - means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household.

- "Parent"- means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

- "Son or Daughter" - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.
- "Domestic, Sexual, or Gender Violence" - means domestic violence, sexual assault, gender violence, or stalking.

  - "Crime of Violence"- means any conduct proscribed by Articles 9, 11, 12, 26.5, 29D, and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961, in addition to

certain conduct proscribed by the Articles of the Criminal Code of 2012. This can include sex offenses, assault, harassment and obscene communications, armed violence, and other crimes.

Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule.

Substitution of Time Off

An employee may elect to substitute accrued paid vacation, sick, personal time, PTO, or any other applicable paid time off for any part of VESSA leave. Such substitution will not extend the employee's total allotment of time off under this policy (time will run concurrently).

Notice Requirement

An employee is required to give 48 hours' notice to the District in the event of foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known.

Certification

- For leaves taken pursuant to this policy, the employee may be required to submit a certification demonstrating the need for the leave. The certification must be provided by the employee as soon as reasonably possible, but in most cases, within 15 days after requested.

- The certification requirement may be satisfied by the submission of a sworn statement from the employee and one of the following:

  - Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member has sought assistance from in addressing domestic, sexual, gender or any other crime of violence and/or its effects;

    - A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that a victim was killed in a crime of violence;

    - A police or court record; or
    - Other corroborating evidence.

- All documentation related to the employee's need for the leave pursuant to this policy will be held in strict confidence and will only be disclosed as required/permitted by law.

Effect on Benefits

During an approved VESSA leave, the District will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid VESSA leave, the District will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of the continuation, recurrence, or onset of domestic, sexual, gender or any other crime of violence or other circumstances beyond your control.

When your need for the leave also qualifies as family/medical leave pursuant to the Family and Medical Leave Act (FMLA) or the Family Bereavement Leave Act (FBLA) the FMLA and FBLA leaves will run concurrently with leave taken pursuant to this policy, such that the total amount of unpaid leave for which an employee will be eligible in one year is 12 weeks.

If the employee is not entitled to leave under the Family Bereavement Leave Act, leave under VESSA for reasons A-C above will be deducted from, and is not in addition to, the total amount of leave time to which an employee is entitled under VESSA.

Job Protection

If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If you take leave because of your own medical condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Human Resource Department. Employees failing to provide the Return to Work Medical Certification form will not be permitted to resume work until it is provided.

Reasonable Accommodations

The District supports VESSA and will attempt to provide reasonable accommodations for qualified individuals who are entitled to protection under this Act in a timely fashion, unless such accommodation would present an undue hardship for the District.

Reasonable accommodation applies to applicants and employees and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic, sexual, gender or any other crime of violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic, sexual, gender or any other crime of violence.

A qualified individual under this Act is an individual who, but for being a victim of domestic, sexual, gender or any other crime of violence or with a family or household member who is a victim of domestic, sexual, gender or any other crime of violence, can perform the essential functions of the employment position that such individual holds or desires.

Should you wish to request a reasonable accommodation pursuant to this policy, please contact Human Resources.

All information provided to the District pursuant to this policy, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained an accommodation pursuant to this Section shall be retained in the strictest confidence by the District, except to the extent that disclosure is (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or State law.

COMPLAINT PROCEDURE

8.1 Open Door Communications/Problem Solving Procedure

The Park District is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which employees feel free to share any problem, complaint, suggestion, or question. The District believes that open and direct communications will result in better working conditions for everyone and will do its best to timely and effectively respond to all employee concerns.

If an employee has a problem, complaint, suggestion, or question, the following procedure should be utilized:

Step One: The employee should discuss the situation with their supervisor as soon as possible. The employee should give the supervisor an opportunity to investigate and then get back to the employee.

Step Two: If the employee is not satisfied with the supervisor's response or feels the problem is not resolved, the employee may present the problem in writing to their Department Head, and, again, as soon as possible. The employee should give the Department Head an opportunity to reconsider the situation and get back to the employee.

Step Three: If the employee is still not satisfied that the problem is resolved, the employee may present the problem to the Executive Director, or their designee. As before, this should be done in writing as soon as possible. The Executive Director, or designee, will consider the situation and get back to the employee.

ENDING EMPLOYMENT

9.1 Separation of Employment

As mentioned elsewhere in this Manual, all employment relationships with the District are on an at-will basis. Thus, although the District hopes that its relationships with employees are long-term and mutually rewarding, the District and the employee both reserve the right to terminate the employment relationship at any time and for any reason.

Employees desiring to terminate their employment relationship with the District in good standing are encouraged to notify their supervisor at least two weeks (four weeks is preferable) in advance of their intended termination. Such notice should be given in writing to the employee's supervisor. Proper notice generally allows the District sufficient time to calculate all accrued overtime (if applicable) as well as other monies to which the employee may be entitled and to include such monies in the final paycheck.

Exit interviews are normally scheduled for outgoing employees after the notice of intent to terminate is received. The purpose of this interview is to review eligibility for benefit continuation and conversion to ensure that all necessary forms are completed, and to provide employees with an opportunity to discuss their job-related experiences. Thereafter, the supervisor shall collect all District property that may be in the employee's possession (uniforms, keys, tools, laptops, cell phone, etc.).

Employees who terminate their employment relationship in good standing with the District are welcome to reapply for employment with the District in the future.

EMPLOYEE CONDUCT

10.1 Non-Discrimination and Anti-Harassment Policy

The Park District is committed to maintaining a work environment that is free of all forms of discrimination and harassment, including sexual harassment, which are all illegal under the Illinois Human Rights Act (IHRA) and Title VII of the U.S. Civil Rights Act of 1964 (Title VII). In keeping with this commitment, the organization will not tolerate discrimination against or harassment by anyone, including any supervisor, employee, vendor, customer, contractor, or other regular visitor of the Park District. Violation of this policy shall be considered grounds for disciplinary action up to and including termination.

Discrimination

Discrimination consists of employment actions taken against an individual based on an actual or perceived characteristic protected by law, such as sex, race, (and traits associated with race, including but not limited to hair texture and protective hairstyles), color, ancestry, national origin, citizenship status, work authorization status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy (including childbirth, breastfeeding and pregnancy-related medical conditions), military or veteran status, genetic information, order of protection status, familial responsibilities, healthcare decisions, or any other category protected by applicable law. In other words, discrimination occurs when an individual is treated differently or unequally because the individual is a customer of or a perceived customer of a protected group.

Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status such as race, (and traits associated with race, including but not limited to hair texture and protective hairstyles), color, ancestry, national origin, citizenship status, work authorization status, religion, sex, pregnancy (including childbirth, breastfeeding and pregnancy-related medical conditions), , sexual orientation, gender identity, age, disability, marital status, military or veteran status, genetic information, order of protection status, familial responsibilities, healthcare decisions, or any other category protected by applicable law. The Park District will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile or offensive working environment.

The conduct forbidden by this policy specifically includes, but is not limited to: (a) epithets, slurs, negative stereotypes or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person because of his or her protected status.

Sexual Harassment

Sexual harassment, as defined by the IHRA, consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;

2. Submission to or refusal to engage in such conduct is used as the basis for any employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of interfering with job performance or creates an intimidating, hostile, or offensive work environment.

4. Sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.

Sexual harassment, as defined above, may include, but is not limited to:

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, leers, gestures, teasing, sexually explicit or obscene jokes, remarks or questions of a sexual nature;

2. Graphic or suggestive comments about an individual's dress or body;

3. Displaying sexually explicit objects, photographs, writings, or drawings;

4. Unwelcome touching, such as patting, pinching or constant brushing against another's body; or

5. Suggesting or demanding sexual involvement of another employee, whether or not such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns.

Even if two or more individuals are engaging in consensual conduct, such conduct could constitute harassment of or discrimination against another individual who witnesses or overhears the conduct.

Investigation Procedure

Everyone is responsible to help ensure that harassment and discrimination do not occur and are not tolerated. The Park District strongly urges the immediate reporting of discrimination or harassment, regardless of the offender's identity or position. An individual who believes that he or she has been subjected to sexual or other types of harassment or discrimination, or who has witnessed harassment or discrimination, should immediately submit a complaint to their supervisor, any other manager or supervisor, Human Resources, or the Executive Director. If a manager or supervisor receives a complaint of harassment or discrimination or becomes aware of such conduct, the complaint or conduct shall be immediately reported to the Human Resources Department and/or the Executive Director. The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassment or discrimination from promptly advising the offender that their conduct is unwelcome and requesting that it immediately cease.

The Park District, or its designee, shall promptly investigate all complaints and make all reasonable efforts to resolve the matter informally. These efforts may include, but are not limited to, convening conferences with the complainant and/or the accused harasser/discriminator to discuss the complaint and the results of the investigation.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the Park District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

A substantiated complaint against an employee will subject the individual to disciplinary action, up to and including termination. The Park District will also take appropriate action to address a substantiated complaint of discrimination or harassment by a third party or non-employee. If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, including the possibility of discharge.

Retaliation Prohibited

Reporting harassment or discrimination or participating in an investigation will not reflect adversely upon an individual's status or affect future employment or work opportunities. Any form of retaliation against an individual who reports harassment or discrimination or participates in an investigation is strictly prohibited by the Illinois Human Rights Act, the Illinois Whistleblower Act, Title VII of the Civil Rights Act of 1964, and Park District policy. Any employee who retaliates against another for exercising his or her rights under this policy shall be subject to discipline, up to and including termination. The Park District will also take appropriate action to address a third party or non-employee who engages in retaliation.

Resolution Outside the Park District

The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an individual has the right to contact the Illinois Department of Human Rights (IDHR) and/or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR or EEOC complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense.

Contact Information:

Illinois Department of Human Rights (IDHR)
- Chicago: 312-814-6200 or 800-662-3942; TTY: 866-740-3953
- Springfield: 217-785-5100; TTY: 866-740-3953
- Marion: 618-993-7463; TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)
- Chicago: 312-814-6269; TTY: 312-814-7460
- Springfield: 217-785-4350; TTY: 217-557-1500

United States Equal Employment Opportunity Commission (EEOC)
- Chicago: 800-669-4000; TTY: 800-869-8001

10.2 Disciplinary Action

As integral members of the District, employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity. Employees are consequently encouraged to observe the highest standards of professionalism at all times.

The following is a list of behaviors that could result in disciplinary action up to and including termination. Be aware that this list is not intended to be "all inclusive," and that other behaviors may, at the District's discretion also result in disciplinary action up to and including termination. Establishment of these standards of conduct does not alter the employment at-will relationship. Employees should seek further clarification from their supervisor on issues related to conduct if they do not understand a particular rule or are uncertain regarding a particular behavior.

Evidence of the following actions may constitute sufficient reason for disciplinary action, including, without limitation, dismissing, demoting, suspending, or reprimanding an employee, depending on the circumstances:

- Acceptance of an unauthorized fee, gift, or other thing of value, for personal use, in the course of, or in connection with, work.

- Failure to perform work in a safe manner or to take steps to eliminate and/or report a safety hazard.

- Falsifying an employment application, time sheet, expense report, personnel or other documents, or records of the District.

- Misuse of District benefits.
- Unauthorized possession of District, resident, or employee property.
- Possession, distribution, or use of explosives or weapons on the District's premises, in accordance with the Illinois Firearm Concealed Carry Act.
- Fighting and/or other disorderly conduct.
- Dishonesty, fraud, theft, or sabotage against the District or its employees.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees of the District or residents.
- Insubordination or failure to perform reasonable duties which are assigned.
- Unauthorized, inappropriate, or negligent use of material, time, equipment, or property of the District.
- Damaging or destroying District or resident property through careless or willful acts.
- Performance that does not meet the requirements for the position, including inefficiency, incompetency, inattentiveness, or negligence in the performance of duties.
- Negligence in observing fire prevention and safety rules.
- Abuse or negligence of our security or confidential materials.
- Installing unauthorized or illegal copies of software on a District-owned computer.
- Repeated tardiness or absence; failure to report for work without a satisfactory reason; leaving work early without permission; abuse of leave privileges.
- Violation of the District's policies, including, without limitation, the drug/alcohol policy.
- Failure to cooperate with District audits or investigations.
- Rudeness and other inappropriate or unprofessional behavior towards residents or District employees.
- Any behavior that results in an employee not performing their job, including sleeping on the job.
- Violations of local, state, or federal law.
- Engaging in such other practices as the District determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the District, its employees, or residents.

10.3 Disciplinary Procedure

Should performance, work habits, conduct, or demeanor become unsatisfactory in the judgment of the Park District, based on violations either of the above or of any other of the District's policies, rules, or regulations, an employee may be subject to disciplinary action as follows:

• First Offense	Verbal Warning
• Second Offense	Written Warning
• Third Offense	Disciplinary Suspension/Final Warning and/or Performance Improvement Plan
• Fourth Offense	Demotion/Reduction in Pay and/or Discharge

Discipline may begin at any step, including immediate discharge (especially during the early stages of employment), dependent upon the severity of the incident. The progressive disciplinary steps and the failure to follow the steps in every situation does not in any way create a contractual right to continued employment.

Sometimes the Park District will find it necessary to investigate the infraction for which an employee may face discharge. In this case, the District may suspend the employee, with or without pay, pending the investigation. The objective of this suspension will be to determine if discharge is the proper decision. Following the investigation, if the District decides not to discharge the employee, the employee will be reinstated with or without back pay, depending on the circumstances.

10.4 Attendance and Punctuality Policy

Consistent attendance and punctuality contribute to the success of the District's business operations. Attendance problems disrupt operations, lower productivity, and create a burden on other employees. All employees of the District are expected to assume responsibility for their attendance and promptness.

Rules Concerning Attendance

- Any employee who plans to be out of the office, including arriving late or leaving early, should receive advance approval from their supervisor.

- If it is not feasible for an employee to make arrangements in advance for the time away from the office, the employee is required to contact their supervisor as soon as possible, and at least one (1) hour prior to the employee's normal starting time. If you cannot reach your immediate supervisor, contact your department head. Be prepared to explain the reason for the time away from the office and provide an expected date/time of return to work.

- Employees must personally contact the District on a daily basis during all absences, except those arranged in advance.

- The Park District may require that documentation substantiating the reason for the absence be furnished.

- In instances of absence due to an employee's health, the District reserves the right to require the employee to obtain a doctor's report explaining the condition and the doctor's restriction that the employee not work. Ordinarily any absence due to illness or injury over three consecutive days requires a report from the attending doctor. In addition, where deemed appropriate, the District may delay its decision as to the employee's physical fitness to return to work until a doctor's report is submitted. The District may require that additional documentation substantiating the reason for the absence be furnished.

- You must personally contact the District on a daily basis during all absences, except those arranged in advance with your supervisor and/or the District.

- In instances of absence due to your health, the District reserves the right to require you to obtain a doctor's note justifying your absence. Ordinarily, any absence due to illness over three consecutive days requires a report from the attending doctor. Where deemed appropriate, the Park District may delay its decision as to your physical fitness to return to work until a doctor's report is submitted.

- Excessive absenteeism or tardiness or repeated unexcused absenteeism or tardiness may result in disciplinary action up to and including termination of employment.

- Three (3) consecutive working days of absence without notice to the District typically constitutes job abandonment and results in termination of an employee as a voluntary separation. If the employee's absence is later determined excusable on conditions that rendered prior notice impossible, the charge of absence without leave may be changed to paid leave or unpaid leave as applicable.

10.5 Substance Abuse Policy

The Park District has a longstanding commitment to provide a safe and productive work environment. Alcohol and drugs in the workplace, including cannabis, pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the District is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

Prohibited Activity

The possession, consumption, purchase, sale, transfer, or distribution of alcohol on District premises is prohibited. No employee shall be under the influence of alcohol while on District premises or while performing District business off premises

"Legal drugs" are: (1) drugs that are permitted under state or federal law, (2) obtained by an employee with a physician's prescription or over-the-counter, and (3) used for the purposes for which they were prescribed

or sold. Employees are responsible for consulting with their doctors about a prescription medication's effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician's prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to so.

Employees using cannabis, medical or otherwise, must be aware of any potential effect such drugs may have on their judgment or ability to perform their duties and may not possess, use, or be under the influence of cannabis while performing their duties, while on District property, or while operating a District vehicle.

"Illegal drugs" are drugs or controlled substances that are: (1) not legally obtainable under federal or state law, or (2) legally obtainable under federal and state law, but not obtained and/or used in a lawful manner. The use, purchase, sale, transfer, possession, being under the influence, or the presence in one's system of a detectable amount of an illegal drug by any employee is prohibited: (1) on District premises; (2) while operating a District vehicle; or (3) where the employee is performing District business off District premises.

Testing for alcohol and drugs

The District will require a drug, cannabis, and/or alcohol test of any employee where there is a reasonable suspicion to believe that they may be using drugs, cannabis and/or alcohol on District premises or may be under the influence of drugs, cannabis, or alcohol while working, on District premises, or operating District vehicles. Involvement in an injury or accident at work or while performing District business may also be grounds for testing if a member of management has a reasonable belief that drugs, cannabis and/or alcohol may have contributed to the injury or accident. "Reasonable suspicion" will be based on objective factors such as the employee's appearance, speech, behavior, or other conduct or facts that indicate the employee is under the influence of legal or illegal drugs, cannabis, alcohol, or any or all of the above. Employees will be required to sign a consent and release form prior to drug or alcohol testing. Test results will be kept confidential to the extent possible and consistent with applicable law.

Employees who refuse to cooperate in required tests, test positive for alcohol, cannabis, or illegal drugs, or use, possess, buy, sell, manufacture or dispense alcohol, cannabis, or illegal drugs in violation of this policy (as discussed above) will be terminated. In addition, if an employee fails to report immediately to the testing location upon request, comply with any testing procedures (including attempting to substitute, dilute, or otherwise change specimens to be tested) and/or fails to provide specimens unless medically incapable, the employee will be considered as refusing to test and subject to discipline, up to and including termination.

The laboratory conducting the tests shall transmit positive drug test results to a doctor ("MRO"), retained by the District, who shall offer persons with positive results a reasonable opportunity to establish that their results are caused by lawful prescribed medicines or other lawful substances. (A medical cannabis prescription or a claim that cannabis was used "off duty" is not a defense to a reasonable suspicion test). Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's or applicant's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.

Employees who refuse to cooperate in required tests; test positive for alcohol, cannabis, or illegal drugs; are found to be under the influence of alcohol, cannabis, or illegal drugs; or use, possess, buy, sell, manufacture or dispense alcohol, cannabis, or illegal drugs in violation of this policy (as discussed above) will be terminated. In addition, if an employee fails to report immediately to the testing location upon request, comply with any testing procedures (including attempting to substitute, dilute, or otherwise change specimens to be tested) and/or fails to provide specimens unless medically incapable, he or she will be considered as refusing to test and subject to discipline, up to and including termination.

Notification of Drug Conviction

Employees must notify the District of any criminal drug conviction occurring in the workplace no later than five days after such conviction. For purpose of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession, or use of any controlled substance or cannabis. Failure to notify your supervisor or Human Resources may subject the employee to disciplinary action, up to and including dismissal.

Employee Assistance Program

The District will assist and support employees who voluntarily seek help for alcohol or drug problems before they become subject to disciplinary action under this or other District policies. Employees who seek such assistance will be allowed to use accrued time off, placed on leaves of absence, where available, referred to treatment providers or otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests.

10.6 Smoking

No smoking of any kind will be permitted in District-owned or leased vehicles or on District premises, including within 15 feet of any entrance, exit, window, ventilation intake office or work area, restroom, conference or classroom, break room or cafeteria and/or other common area. This policy also applies to the use of smokeless tobacco and/or herbal products, as well as e-cigarettes, e-cigars, e-pipes, e-hookahs, and vape pens.

Smoking is only allowed during authorized break times and in authorized areas. This policy applies equally to all employees, residents, and visitors.

10.7 Personal Appearance

Work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization. Employees are relied on to exercise common sense and good judgment regarding their clothing and appearance in the workplace and to dress in a manner that is consistent with the goals of this policy. Employees are expected to present a neat, clean, and well-groomed appearance and to dress

according to the requirements of their position, which may include concerns about safety/interactions with members/visitors, and accurately representing our organization's image to the public.

~~***Unacceptable attire*** includes spandex or lycra clothing, flip-flops, tube tops, halter tops, shorts, lingerie-style tops, bare backs, bare midriffs or off the shoulder tops, beach wear, provocative attire (i.e. braless or micromini look), work out or athletic clothes, tennis shoes, cutoffs, and underwear worn as outerwear~~.

Unacceptable attire includes clothing that is excessively revealing, displays offensive or inappropriate language or images, or is otherwise deemed unsafe or inconsistent with a professional workplace is not permitted. Appropriate attire may vary by department and job assignment, and supervisors may establish department-specific guidelines.

Employees who are assigned to attend District meetings or workshops should be particularly conscious of maintaining dress and grooming standards that present a more professional image than the day-to-day casual dress normally permitted.

Employees are expected to dress in a manner compliant with the requirements of their position and daily tasks, including wearing clothing that allows for the safe performance of their job duties.

Employees are also asked to consider others when wearing or maintaining in their work space any type of strong smelling substance, including but not limited to, perfumes, aftershaves, colognes, potpourri, or other such substances. Employees are expected to maintain appropriate hygiene standards while at work or performing District work.

Employees who have questions about the dress code should speak to their supervisor or Human Resources. An employee who reports for work in violation of this policy may be sent home (with or without pay) to correct the violation.

In the event that the dress and grooming requirements above conflict with a sincerely held religious belief, an accommodation will be considered, and an exception may be granted.

10.8 Ban on Certain Gifts and Rewards

In accordance with the State Officials and Employee Ethics Act, employees are prohibited from accepting substantial gifts or entertainment from persons doing business or seeking to do business with the District. Even the appearance of impropriety in accepting a gift or reward can have negative consequences, so employees are expected to exercise the utmost care in this matter. For more information on this policy, please see Human Resources.

10.9 Confidentiality Policy

All employees must safeguard confidential information obtained as a result of working for the District. This confidential information includes, but is not necessarily limited to: personal resident information, technical

information, systems information, processing, delivery systems, and in particular, any material identified by the District as "proprietary and confidential."

Access to confidential information should be on a "need to know" basis and must be authorized by the Executive Director. Unauthorized use or disclosure of any confidential information will cause irreparable harm to the District. The District may seek all remedies available under the law for any threatened or actual unauthorized use or disclosure of confidential information. Any employee who is unsure about the confidentiality of any information should immediately seek the assistance of a supervisor prior to disclosing such information. All questions requiring an interpretation of the Freedom of Information Act will be referred to the Public Access Counselors office of the Attorney General.

Employees should use reasonable security measures with respect to confidential information, including but not limited to the following:

- Confidential information should not be disclosed to any third party except upon the District's prior written approval;
- Confidential information should not be removed from the worksite without managerial permission.
- No copies should be made of any confidential information except to promote the purposes of the employee's work for the District;
- Employees should not use confidential information for their own benefit, nor for the benefit of any third party, without the District's prior written approval.

All confidential information shall remain the sole property of the District, and all copies must be returned to the District upon termination of employment or upon demand at any other time.

Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

10.10 Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing Policy

In accordance with the Defense of Trade Secrets Act (DTSA): (1) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A_ is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a compliant or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

10.11 Whistleblower Policy

A whistleblower, as defined by this policy, is an employee of the Park District who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this policy. The

whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Auditor, Executive Director, or in the event that individual is the subject of the complaint and/or not available the Human Resource Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The Park District will not retaliate against a whistleblower for:

- Reporting an improper governmental action pursuant to this Policy;
- Cooperating with an investigation by an auditing official related to a report of improper governmental action; or,
- Testifying in a proceeding or prosecution arising out of an improper governmental action.

This protection includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this Policy. **Any whistleblower who believes he/she is being retaliated against should contact the Auditor, or his/her designee, immediately**. Reports of retaliation must be made in writing and within 60 (sixty) days of learning of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities pursuant to this policy must be made in writing and will be promptly investigated. Please see the investigation procedures that follow.

Guidance for Review and Resolution of Whistleblower and Retaliation Complaints Brought Pursuant to Whistleblower Policy

- As directed in the policy, whistleblower and retaliation claim should be reported to the auditing official, the Executive Director or, in the event the Executive Director is unavailable and/or named in the complaint, to the Human Resource Manager. These individuals have the authority to appoint other members of the management team, Board and/or outside counsel/consultants to assist with the investigation.

- Upon receiving such a report, the auditing official, or his/her designee, will consult with others (the Board, outside counsel) to determine whether the claim falls under the whistleblower policy and, if so, how to best proceed. Employment-related concerns, including, but not limited to, harassment, discrimination, bullying, and other such work-related complaints are not covered by this policy.

- Confidentiality of the individual making the complaint, as well as any witnesses, will be respected consistent with the Organization's need to investigate.

- After a written complaint is received by the Auditor, a written acknowledgement notice may be sent to the Complainant that may include a timeline for review, investigation, and resolution.

- The Auditor, or his/her designee, may meet with the Complainant, Respondent and/or other witnesses as a part of the investigation. The Auditor, or his/her designee, has the authority to conduct multiple interviews, if needed. The Auditor, or his/her designee, may also request written statements and/or other documentation that may be pertinent to the resolution of the complaint.

- If it is determined that the conduct that is the subject of the complaint involves fraud, or illegal/egregious conduct, the Auditor, or his/her designee, has the authority to conduct the investigation in a more formal manner. This may include a report to law enforcement agencies.

- Upon completion of the investigation, the Complainant and Respondent will be notified that the investigation has ended, and the decision made. This notification may take place orally or in writing. If the Auditor, or his/her designee, determines this policy has been violated, the Board will be notified. Remedies and discipline for policy violations will be in accordance with applicable law.

10.12 Workplace Violence

The District is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Due to this concern, the Park District has taken steps to help prevent incidents of violence from occurring at the District. The District expressly prohibits any acts or threats of violence by any employee, former employee, or any third party (including residents, vendors, and visitors) both in the workplace and at any District-related events. This includes threatening comments that are intended to be made in a joking manner.

In keeping with the spirit and intent of this policy, and to ensure that the District's objectives in this regard are attained, it is the commitment of the District:

- To provide a safe and healthful work environment.

- To take prompt remedial action against any employee who engages in any threatening behavior or acts of violence or who uses any obscene or threatening language or gestures.

- To take appropriate action when dealing with residents, former employees, or visitors to the District who engage in such behavior. Such action may include notifying the police or other law

enforcement personnel and supporting prosecuting violators of this policy to the maximum extent of the law.

- To prohibit employees, former employees, residents, and visitors from bringing unauthorized firearms or other weapons onto the District's premises or in its vehicles, or carrying such firearms or weapons while conducting District business, in accordance with the Illinois Firearm Concealed Carry Act.

- To establish viable security measures to ensure that the District's facilities are safe and secure to the maximum extent possible and to properly handle access to the District's facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the District, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.

All employees are responsible for maintaining a workplace that is free from threatening behavior and violence. Accordingly, each employee has a duty to report any threat, instance of harassment, or violent act observed or experienced at work. In addition, any employee who has a reason to believe that a violent act may be committed on the worksite or against an employee must promptly report that belief or suspicion to their supervisor or the Human Resource Department. No employee who in good faith either makes a report or participates in an investigation under this policy will experience retaliation of any kind.

Any employee who applies or obtains a protective or restraining order which lists the District's premises as being protected areas should inform their supervisor or the Human Resource Department. The Park District will require the employee to furnish a copy of the order.

10.13 Workplace Security and Inspections

To: 1) safeguard the property of employees, customers, and the Park District; 2) help prevent the possession, sale, and use of illegal drugs on the Park District 's premises and keep with the spirit and intent of the Park District 's substance abuse policy; and 3) help prevent the possession of illegal weapons on the Park District's premises; the Park District reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the Park District 's property. In addition, the Park District reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of the Park District and are issued for the use of employees only during their employment with the Park District. Inspections may be conducted at any time at the discretion of the Park District.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection will be subject to disciplinary action, up to and including termination.

USE OF INFORMATION SYSTEMS AND SOCIAL MEDIA

11.1 Use of Information Systems

The District provides or contracts for the communication services and equipment necessary to promote the efficient conduct of business. This policy governs employee use of the District's computers, networks, communications systems, phone systems, business equipment, Internet, and other IT resources (collectively "information systems"). All such information systems, and all communications and stored information transmitted through, received on, accessed on, or contained in the District's information systems are District property and are to be used primarily for job-related purposes during working time. To ensure the proper use of information systems, the District may monitor the use of these systems and equipment and review or inspect all material stored on them from time to time. No communications are guaranteed to be private or confidential.

To ensure the proper use of information systems, the District expects employees to abide by the following:

1. Information systems are owned/leased and maintained by the District, and all communications transmitted using the District's information systems are the sole property of the District. These electronic systems are to conduct and support District business and to assist employees in the performance of their jobs. Employees are expected to use these resources responsibly, professionally, ethically, and lawfully.

2. Personal software or messages shall not be installed or stored on the District's information systems unless prior approval is obtained. In addition, employees are prohibited from encrypting, attempting to decrypt or modifying data, files, or programs without prior written authorization. Employees are prohibited from deleting or destroying data, files, or programs, except in the ordinary course of business, i.e. deletion of an email after it is read.

3. Minimal personal use of information systems and the distribution of personal messages by employees is permitted, as long as such use does not interfere with employees' work performance or have an undue impact or cost on the operation of the information systems. In addition, personal use must not involve activities for personal gain (i.e., day trading, gambling), political activity, participation in chat rooms, blogs, or bulletin boards, internet chain mails/forwards, or game playing. Excessive personal use of information systems or distribution of personal messages by employees is prohibited.

4. The District will, or reserves the right to, monitor the use of information systems and to review or inspect all material stored therein. No communications are guaranteed to be private or confidential.

5. Any communication sent using the District's information systems may be subject to disclosure under the Freedom of Information Act (FOIA) and released pursuant to a discovery request in the event of litigation. As such, employees must take the necessary steps to protect access to and archive Park District information contained in emails, texts, internet, and any other communications on the District's information systems.

6. Employees may not access, read, or discuss another employee's private email or voicemail accounts.

7. Employees must safeguard their personal passwords and should not share that information with any other individuals. Passwords should not be written down or left in places that they are accessible to others. The use of personal passwords, assigned to the employee, is not grounds for an employee to claim privacy rights in the information systems. The District reserves the right to override personal passwords. Employees may be required to disclose passwords or codes to the District to allow access to the systems.

8. Employees are responsible for the safe keeping of District issued property and must not allow such property to be used by an unauthorized party. If an employee believes a breach of security has occurred or the property has been misused by another individual, the employee must notify the Executive Director immediately.

9. Employees may not modify, disable, compromise, or otherwise circumvent any anti-virus, user authentication, or other security feature maintained on the Park District's information system. Each employee is responsible for protecting their computer against virus attack by not opening suspicious e-mails, pop-ups or downloads, following appropriate guidelines for scanning all incoming communications and media, and by not disabling the anti-virus application installed on their workstation.

10. Employees are prohibited from bringing unauthorized electronic equipment to work to use with District-provided information systems and from accessing District systems with their devices absent explicit permission from the Executive Director. Such prohibited equipment includes but is not limited to any type of external computer drives, such as flash drives, to save information from computer drives, and personal laptops and other wireless communications devices. Using such unauthorized equipment with District-provided information systems and/or accessing District information systems without permission is considered to be theft of District's intellectual property.

11. The District's prohibition against sexual, racial, and other forms of harassment are extended to include the use of information systems. Harassing, vulgar, pornographic, obscene, or threatening communications are strictly prohibited, as are sexually oriented messages or images. Employees who receive email or other information on their computers which they believe violate this policy should immediately report this activity to their supervisor.

12. Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, should not be exchanged haphazardly by e-mail, facsimiles, etc.

13. Employees are prohibited from violating copyright, licensing, and any other relevant laws. If unsure about copyright and licensing laws, please speak with your supervisor.

14. Outsiders or non-employees are prohibited from using information systems to communicate with District employees or the District for any purpose unrelated to District business.

15. Employees must be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved by systems experts and can be used against an employee or the District. Therefore, employees should be cautious and use the information systems

only in the appropriate manner and consult with systems experts to guarantee that information to be deleted is truly eliminated from the system.

16. Employees should exercise care so that no personal correspondence appears to be an official communication of the District. Personalized District stationery and business cards may only be issued by the District. Employees may not use the District's address for receiving personal mail or utilize the District's stationery or postage for personal letters.

17. Employees are responsible for proper care of District-owned equipment with which they are entrusted. Employees may be held responsible for the cost or replacement of any lost, stolen, or damaged equipment.

11.2 Use of Mobile Technologies

The District encourages and promotes following the law when using mobile technology while operating a motorized vehicle. In accordance with Illinois state law, the use of hand-held devices while operating a motorized vehicle is strictly prohibited. Only hands-free technology such as speakerphones, Bluetooth, and headsets are permitted to be used with a wireless telephone. In addition, employees may not use mobile technology to watch or stream video, participate in any video conferencing application (including, but not limited to, Zoom, Microsoft Teams, or Webex), or access any social media site, including, but not limited to, Facebook, Instagram, or X (formerly known as Twitter) while operating a motor vehicle.

All types of electronic communication which includes composing, reading, sending, or accessing the internet for the purposes of texting, emailing, instant messaging, or any other use of an electronic communication device is prohibited while driving on behalf of the District. An "electronic communication device" refers to a wireless telephone, personal digital assistant, iPad, or portable or mobile computer or device for similar purposes.

The Park District requires all employees to give driving their full attention. Employees who cannot avoid mobile device usage should exit the roadway and park in a safe and secure area prior to initiating usage, other than that usage enabled by hands-free technology. Any violations incurred as a result of unlawful usage of mobile technology while driving are the sole responsibility of the employee.

In the case of an emergency, the employee shall pull to the side of the road and take or place the call while stopped or have someone else take or place the call.

11.3 Social Media Use Policy

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet,

including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication (including, but not limited to, LinkedIn, Facebook, Instagram, Pinterest, and Twitter.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved.

Know and Follow the Rules

Carefully read these guidelines, the Policy Against Harassment, the Information Systems Usage Guidelines and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

The District reserves the right to monitor employees' public use of social media, including but not limited to statements or comments posted on the Internet, in blogs and other types of openly accessible forums, diaries, and personal and business discussion forums.

The District should have no expectation of privacy while using District equipment and facilities for any purpose, including the use of social media. The District reserves the right to monitor, review, and block content that violates the District's rules and guidelines.

The District will investigate and respond to all reports of violations of District's rules, guidelines, or policies. Employees are urged to report any violations of this policy to Human Resources. A violation of this policy may result in discipline up to and including termination of employment.

Be Respectful

Always be fair and courteous to fellow co-workers, residents, customers, and suppliers. or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that harasses, discriminates, threatens, bullies, or is libelous or slanderous to residents, co-workers, suppliers, customers, or that any other conduct that might constitute harassment, discrimination, or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or District policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false.

Employees should respect all copyright and other intellectual property laws. For the District's protection, as well as your own, it is critical that you show proper respect for all the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the District's own copyrights, trademarks, and brands.

Post Only Appropriate and Respectful Content

Maintain the confidentiality of the District's trade secrets and private or confidential information. See the District's Confidentiality Policy for more information.

Do not create a link from your blog, website or other social networking site to the District's website without identifying yourself as a District employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow co-workers, residents, customers, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

Using Social Media at Work

Do not use the District's email addresses to register on social networks, blogs, or other online tools utilized for personal use. This policy is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours and working conditions with co-workers.

Media Contacts

Employees should not speak to the media on the District's behalf without contacting the Executive Director. All media inquiries should be directed to the Executive Director.

District-Sponsored Social Media

District-sponsored social media is used to convey information about the District's facilities and services, advise the public about upcoming events, obtain customer feedback, exchange ideas or trade insights about industry trends, reach out to potential new markets, issue or respond to breaking news, and brainstorm with employees and customers.

All such District-related social media is subject to the following rules and guidelines, in addition to the rules and guidelines set forth above:

1. Only employees designated and authorized by the District can prepare content for or delete, edit, or otherwise modify content on District-sponsored social media. These employees are responsible for ensuring that the District-sponsored social media conforms to all applicable District rules and

guidelines. They are also authorized to remove immediately and without advance warning any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates District's EEO and/or anti-harassment policies.

2. District-sponsored social media accounts are owned by the District. Any employees who create such accounts or are provided access to such accounts do not obtain ownership rights to such accounts or any content contained in them. Employees who create or are provided access to District-sponsored social media accounts must provide District with all passwords and/or log-in information to such accounts immediately upon District's request, and must transfer "manager" or "owner" status (as defined by the particular social media site) upon District's request.

3. Employees who want to post comments in response to District-sponsored content must identify themselves as employees.

For More Information

If you have questions or need further guidance, please contact your supervisor.

WORKING CONDITIONS

12.1 Hours of Work and Meal/Break Periods

Department supervisors shall determine and establish a daily and weekly schedule of normal work hours necessary to provide services. The schedule may be temporarily changed in order to meet emergency or other defined needs. It is the personal responsibility of each employee to be at their work station and fully prepared to begin work at the time the scheduled work hours begin. Employees are not permitted to alter works hours without the permission of the supervisor. "Altering work hours" includes arriving early and then leaving early and/or arriving late and staying late. Employees are not authorized to "trade hours" without the permission of the supervisor.
Employees may generally schedule their own meal/break periods in accordance with the schedule below as long as meal/break periods are staggered to ensure department coverage and the meal period is taken no later than five hours after beginning work. Please note that different divisions may require alterations to the meal and break periods as determined by the Executive Director and as appropriate under federal and state laws.

- An employee, who is scheduled to work at least 5 hours, but less than 7.5 hours, shall be entitled to take one (1) paid 15-minute break. Such an employee is not entitled to a duty-free unpaid 30-minute meal period, but may request and be granted such a meal period with their supervisor's approval.

- An employee, who is scheduled to work at least 7.5 hours, but less than 8 hours, shall be entitled to take one (1) paid 15-minute break and a duty-free unpaid 30-minute meal period. The duty-free unpaid meal break should be taken within the first five (5) hours of the start of the employee's shift.

- An employee who is scheduled to work 8 hours shall be entitled to take two (2) paid 15-minute breaks and a duty free unpaid 30-minute meal period. The duty-free unpaid meal break should be taken within the first five (5) hours of the start of the employee's shift.

- An employee who is scheduled to work more than 8 hours shall be entitled to any additional break and/or meal periods consistent with the cycle described above. The duty-free unpaid meal break should be taken within the first five (5) hours of the start of the employee's shift.

- An employee who is scheduled to work a shift of 12 or more hours in a single day must take at least two (2) 15 minute breaks, the first of which should be taken within the first five (5) hours of the start of the employee's shift. The second break should be taken no later than three (3) hours before the end of the employee's shift.

Employees are not otherwise permitted to leave the building during working hours (except during scheduled break/meal period) without the permission of the supervisor.

12.2 Driver's Licenses

All employees, for whom driving a vehicle is an essential function of the job, are required to possess a valid driver's license and insurance, as well as maintain a safe driving record.

Any employee who drives for District business and has their license suspended is required to notify Human Resources immediately. Similarly, if an employee stops maintaining insurance for any reason and drives for work purposes, they are required to notify Human Resources immediately. Employees with suspended licenses/insurance cannot use their vehicles for business purposes or a District vehicle for work purposes.

To ensure employee compliance with these requirements, on at least an annual basis, the Park District obtains and reviews drivers' license records for covered employees.

12.3 Business Expenses

To the extent required by law, the District will reimburse employees for reasonable business expenses such as airfare, hotel, mileage, meals, etc. incurred while conducting District business away from their normal work location. Employees are expected to limit expenses to reasonable amounts, exercising good business judgment. All expenses must be approved in advance by your manager or the Executive Director.

For more information about business expenses, please consult the Travel and Vehicle Use Policy located on the District Intranet or contact the Finance Department. Failure to properly report reimbursable business expenses in a timely manner, as detailed in this policy, may result in denial of the reimbursement.

Abuse of the expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action, up to and including termination of employment.

12.4 Health and Safety

Establishment and maintenance of a safe work environment are shared responsibilities of the District and employees from all levels of the organization. The District will attempt to do everything within its control to assure a safe environment and compliance with federal, state, and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities.

Employees have an absolute obligation to immediately report any unsafe conditions to their supervisor. Not only supervisors, but employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible. The District will not take reprisals against an employee who comes forth with a safety recommendation or refuses to operate any equipment or work in an area the employee reasonably feels is unsafe.

All accidents, especially those that result in injury, must be reported immediately to the nearest available supervisor, regardless of how insignificant they may appear. Such reports are necessary to comply with federal and state laws and initiate insurance and workers' compensation procedures.

12.5 Solicitation

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on lunch or breaks) may not solicit or distribute literature or printed material of any kind to employees who are on working time. Non-employees are prohibited from distributing material or soliciting employees on the organization's premises at any time.

Distribution includes, but is not limited to, disseminating or delivering in person or through Park District-owned property such as bulletin boards, computers, smartphones, emails, and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter.

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Working areas include areas controlled by the Park District where employees are performing work, excluding, for example, cafeterias, break rooms and parking lots.

12.6 Political Activity

No officer or employee shall perform or require other employees to perform political activity during work time. No employee shall intentionally use any property or resources of the Park District in connection with any political activity. No employee shall be required at any time to participate in any political activity.

For purposes of this provision, the term "prohibited political activity" includes, but is not limited to: preparing for political rallies/meetings/demonstrations; soliciting contributions; selling tickets for a political fundraiser; assisting at the polls on Election Day; soliciting votes or signatures for a candidate or for or against any referendum question; distributing, preparing or mailing campaign literature, campaign signs, or campaign material on behalf of a candidate or for or against any referendum question, or; managing or working on a campaign or for or against any referendum question.

Nothing in this policy prohibits activities that are otherwise appropriate for an employee to engage in as part of their official duties or activities that are undertaken by an employee on a voluntary basis that are not prohibited by this policy.

12.7 Privately Owned Automobiles

Regular full-time employees may use their own vehicle to perform Park District duties, but must first receive permission from the Executive Director, or their designee. Part-time employees must first receive permission from the Department Head, or their designee. If permission is granted, the Park District will reimburse the employee for mileage, beyond the employee's normal commute, at the prevailing IRS rate. This allowance is to compensate for the cost of gasoline, oil, depreciation, insurance, and wear and tear. In addition, employees driving on District business may claim reimbursement for parking fees and tolls actually incurred. Please see the Business Expenses Policy for more information. The Park District shall not be responsible for any liability or damage resulting from an employee's use of their privately owned automobile even when such use is to perform Park District duties. Additionally, the Park District will not reimburse employees for expenses not necessary for business purposes, such as:

- Parking tickets.
- Vehicle repairs and maintenance.
- Fines for moving violations.
- Vehicle towing charges.

Employees, authorized to use their private vehicles for Park District business, must comply with all of the Park District's policies, procedures, and practices, including, without limitations, the drug and alcohol policy.

12.8 Employee Suggestions

Suggestions for improvement of park and recreation services are welcome from all employees, regardless of the position the employee holds. Additionally, supervisors will typically make regular attempts to secure suggestions and recommendations from the employees whom they supervise.

12.9 Safety/Injury Reporting

Establishment and maintenance of a safe work environment are shared responsibilities of the Park District and employees from all levels of the District. The District will attempt to do everything within its control to assure a safe environment and compliance with federal, state, and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities.

Employees have an absolute obligation to immediately report any unsafe conditions to their manager. Not only managers, but employees at all levels of the District are expected to correct unsafe conditions as promptly as possible (when safe to do so). The District will not take reprisals against an employee who comes forth with a safety recommendation or refuses to operate any equipment or work in an area he/she/they reasonably feels is unsafe.

All accidents, including those involving patrons, and especially those that result in injury, must be reported immediately to the nearest available manager, regardless of how insignificant they may appear. An incident report must also be completed. Such reports are necessary to comply with federal and state laws and initiate insurance and workers' compensation procedures. Failure to immediately report an accident may result in discipline, up to and including discharge.

PAY AND PAYROLL-RELATED PROVISIONS

13.1 Overtime/Timekeeping

Overtime

Employees are expected to work overtime if additional work effort is required to serve our residents. Every effort is made to allocate overtime work fairly and to the best interest of everyone. When overtime is necessary, employees will be notified as far in advance as possible. Overtime is paid only after a non-exempt employee has more than forty (40) hours during the work week. All overtime is paid at one and one-half (1 ½) times the employee's regular hourly rate. Holidays, vacation, sick, personal, Jury duty and bereavement do not count for purposes of overtime. Non-exempt employees must have supervisory authorization prior to working overtime (this includes arriving early, working through lunches, or staying late). Working unauthorized overtime is prohibited.

While exempt employees are not entitled to overtime for working more than 40 hours per week, such employees may be provided with "administrative time off" in recognition of the demands of their work schedules. Administrative time off is granted at the discretion of the employee's department head with Executive Director approval, who shall use proper care and judgment before granting the request. It should be clearly understood by all concerned that administrative time is not to be provided on an hour-for-hour matching basis; exempt employees are expected to work the hours required by their positions. Administrative time off is not carried over from year to year nor is it paid out upon separation of employment.

Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and State laws require District to keep an accurate record of time worked in order to calculate employee pay and benefits. Accordingly, employees must accurately and precisely record the time they begin and end work, as well as the beginning and ending time of each break that is 30 minutes or longer, using our electronic timekeeping

system for non-exempt employees. Exempt employees will record the number of hours worked each day on a timesheet provided and submit them to payroll in a timely fashion each month.

Altering, falsifying, tampering with time records, recording time on another employee's time record, or instructing an employee to incorrectly or falsely report time is prohibited and may result in disciplinary action, up to and including termination of employment. Employees who fail to report all time worked and employees who work beyond their regularly scheduled work hours without express, prior authorization by their supervisor will also be subject to discipline, up to and including termination of employment.

It is the employee's responsibility to certify the accuracy of all time recorded in the timekeeping system. If corrections or modifications are necessary, please speak with your supervisor.

13.2 Holiday Pay

From time to time, the activities of the Park District may require a regular full-time employee to work on a day designated as a holiday by the Park District. In such an event, it shall be the practice of the Park District to compensate the employee as follows: 1) an exempt employee who is required to work may be granted administrative time off by their department head; and 2) any other regular non-exempt full-time employee who is required to work shall be compensated at two and one half times (2-1/2) their regular hourly rate of pay (which is inclusive of the employee's holiday pay).

13.3 Personnel Records

Personnel files are the property of the District, and access to the information they contain is restricted. Generally, only officials and representatives of the District who have a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice and a written request, an employee may review material in their file up to two (2) times per calendar year, but only in the District's offices and in the presence of the individual appointed by the District to maintain the file. Alternatively, employees may request that the items in their file be copied and sent to the employee via email or regular mail. Certain records, such as letters of reference, are not available for inspection.

Except when requested by government or law enforcement agencies, an employee must provide a written release in order for the District to release information (beyond date of hire, date of termination, and job title) to outside parties. Requests for references should be directed to the Human Resource Department. Only this department has the authority to release information to outside parties.

It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents*, marital status*, insurance beneficiary*, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Typically, the District will only supply an employee's job title and dates of employment to outside entities. Accordingly, except when requested by government or law enforcement agencies, an employee must provide a written release in order for the Organization to release any other information to outside parties. Requests for references should be directed to the Human Resources Department. Only this department, or its designee, has the authority to release information to outside parties.

The District cannot be held responsible for situations resulting from employees withholding correct and accurate information.

** Such information need only be disclosed if pertinent to a benefit received.*

13.4 Pay Procedures

Employees are typically paid every other Friday. If a holiday falls on a Friday scheduled as a payday and the business office is closed, paychecks will be available on the immediately preceding business day. Each paycheck will include earnings for all work performed through the end of the previous calendar week. To ensure prompt receipt of your paycheck, direct deposit of funds is recommended.

The District takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resource or Payroll Department, so that corrections can be made as quickly as possible. Once legitimate underpayments are identified, they will be corrected in the next regular paycheck. Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the District will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

13.5 Pay Deductions

It is the policy of the District not to take any improper pay deductions that would be in violation of the Fair Labor Standards Act, its regulations (specifically Section 541.602(a)), or relevant state law or local ordinance.

Employees who believe their pay has been improperly deducted should report such improper deduction immediately to their supervisor. The complaint will be promptly investigated and the results of the investigation will be reported to the complaining employee. If the employee is unsatisfied with the findings of the investigation, the employee may appeal the decision to the Executive Director.

Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction no later than the next pay period after the improper deduction is communicated to management.

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD
WAGE AND HOUR DIVISION

WH1420 REV 04/18

APPENDIX

CONTACT NAMES

For inquiries to the Board of Commissioners, please contact:
commissioners@wheatonparks.org
630-510-4941

For inquiries to the Executive Director, please contact:

Michael Benard
mbenard@wheatonparks.org
Office (630) 665-4710/Cell Phone 630-945-7726

For inquiries to the Finance Department, please contact:

Sandra Simpson
ssimpson@wheatonparks.org
(630) 510-4647

For inquiries to the Human Resources Department, please contact:

Matthew Jay
mjay@wheatonparks.org
(630) 510-4952

To report harassment, please contact:

Michael Benard Executive Director mbenard@wheatonparks.org (630) 665-4710	or	Matthew Jay Human Resource Manager mjay@wheatonparks.org (630) 510-4952

or

Park District Board President
commissioners@wheatonpark.org
630-510-4941

Employee Acknowledgement Form

I hereby acknowledge receipt of the Wheaton Park District Personnel Policy Manual and understand that I am responsible for reading, understanding, and complying with it. I understand that this Manual has been developed as a reference guide for Wheaton Park District employees and that neither the Manual nor its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create or create an employment contract, either express or implied, on the part of the Park District. I understand that I am an employe at will and may be terminated, with or without cause, and with or without notice, at any time at the option of either me or the District.

I understand that violations of policies may subject an employee to disciplinary actions up to and including termination of employment. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my supervisor, the Human Resource Department, or the Executive Director.

I understand that this Manual has been developed as a general reference guide and that neither the Manual nor its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining, or clarifying any provision of this Manual is intended to create or shall create an employment contract, either express or implied, on the part of the Park District. I also understand that the policies, benefits and rules contained in this Manual may be changed or discontinued by the Park District at any time. All such changes will normally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I understand that nothing contained in this Manual may be construed as creating a promise of future benefits or a binding contract with the District for benefits or for any other purpose.

I further understand that, unless I have a written agreement signed by the Executive Director to the contrary, I am an at-will employee and as such, employment with the District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that no representative of the Park District, other than the Executive Director with the Board's express approval, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

Employee Signature: _____

Print Name: _____

Date: _____

TO: Board of Commissioners

FROM: Adam Lewandowski, Director of Athletic Programs & Facilities
Cody Nelson, Superintendent of Athletic Programs & Facilities

THROUGH: Michael Benard, Executive Director

RE: Approval of Payment exceeding $19,999.99

DATE: August 19, 2026

SUMMARY:

Staff seeks Board approval to authorize payments to Varsity Spirit Fashions & Supplies LLC in an amount not to exceed an additional $55,000 for the 2026 fiscal year for competitive cheerleading, sideline cheerleading, and Ignite cheerleading supplies. This authorization is intended to cover anticipated remaining 2026 fiscal year purchases, including a pending purchase order of approximately $29,492.80 that requires Board approval before it can be processed.

The supplies covered under this authorization include, but are not limited to:

- Sideline Cheer Game Uniforms
- Sideline Cheer Poms
- Sideline Cheer Anklets
- Sideline Cheer Ribbon Bo
- Sideline Cheer Coaches' Shirts
- Competitive Cheer Poms
- Ignite Cheer Coaches' Shirts

Year to date $24,023.93 has been paid to Varsity Spirit Fashions & Supplies LLC for various competitive cheerleading, sideline cheerleading and Ignite Cheerleading supplies including:

- Sideline Cheer Practice Uniforms
- Sideline Cheer Shoes
- Competitive Cheer Shoes
- Competitive Cheer Practice Uniform
- Competitive Coach & Jr Coach Shirts
- Ignite Cheer Game Uniforms

The Athletic Department saw an unexpected significant increase in Sideline Cheer participants from 2025 to 2026 including 89% more participants from 91 in 2025 to 172 in 2026 along with a new Ignite Cheer program being implemented unexpectedly based on demand, leading to additional supplies needing to be ordered.

REVENUE OR FUNDING IMPLICATIONS:

These will be paid for out of the 221 Athletic Cheerleading Budget covered by registration fees for Competitive Cheerleading, Sideline Cheerleading and Ignite Cheerleading.

RECOMMENDATION:

Staff recommends that the Board of Commissioners approve payment to Varsity Spirit Fashions & Supplies LLC in an amount not to exceed an additional $55,000 for the 2026 fiscal year, which includes authorization to process a pending purchase order of approximately $29,492.80, along with other anticipated eligible cheerleading supply purchases for the remainder of the fiscal year.

TO: Board of Commissioners

FROM: Dan Novak, Director of Arrowhead Operations
Brian Kimbrough, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: 2026 Arrowhead Driving Range Improvements

DATE: August 5, 2026

SUMMARY:

FGM Architects continues to assist staff in developing plans for the Arrowhead Driving Range Improvements. Site work and portions of building construction, except the Cover the Tees scope, were included in second bid package for general contractors. A number of alternates were included to provide opportunities to upgrade from the base bid. These included:

Alternate 1 – Heaters – Upgrading from tube heaters to bromic heaters
Alternate 2a – Short Game Practice Area – Utilize spoils to rework short game area rather than placing them on the driving range.
Alternate 2b – Short Game Practice Area (sand trap) – Add a sand trap for chipping practice
Alternate 3 – Service Yard Gate – Replace existing service gate with something that matches building
Alternate 4 – Range Entry Gate – Add a signed entrance at the parking lot denoting the way to driving range.
Alternate 5 – Range Wayfinding/ Exterior Lighting – Upgrade from plain lighted bollards along path to more architectural lighting that matches the clubhouse building.

Bid documents were made available to bidders on June 18, 2026. Bids were opened on July 17, 2026 and the results were as follows:

Contractor	**EP Doyle**	**IHC Const.**
Base Bid	$ 2,415,000.00	$ 3,056,900.00
Alt. No. 1 - Heaters	$ 152,854.00	$ 65,000.00
Alt. No. 2A - Short Game Practice Area	$ 460,581.00	$ 586,333.70
Alt. No. 2B - Short Game Practice Area (sand trap)	$ 36,096.00	$ 35,499.15
Alt. No. 3 - Service Yard Gate	$ 52,081.00	$ 42,260.15
Alt. No. 4 - Range Entry Gate	$ 55,630.00	$ 40,000.00
Alt. No. 5 - Range Wayfinding/ Exterior Lighting	$ 54,873.00	$ 44,000.00
Total	**$ 3,227,115.00**	**$ 3,869,993.00**

Work on the driving range is scheduled begin on September 8, 2026, with goal of being complete by January 18, 2027. If alternate number 2 is selected the substantial completion date for that portion of work is June 15, 2027.

PREVIOUS COMMITTEE/BOARD ACTION:

A contract with FGM Architects in the amount of $23,500 for schematic design services was approved at the July 16, 2025 board meeting.

The concept was reviewed and discussed at the Capital Projects review meeting on January 17, 2026.

A contract with Cover the Tees in the amount of $693,036 was approved at the March, 18 2026 board meeting.

FGM Architects provided an update to the board at the April 8, 2026 board subcommittee meeting. The schedule was reviewed at the June 3, 2026 board subcommittee meeting and consensus was reached allow for start the project on September 8, 2026.

An agreement to lease Top Tracer equipment was approved at the June 17, 2026 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Capital	60-000-000-57-5701-0000	$2,000,000 FY 26 $3,000,000 FY 27 (proposed)

Anticipated expenses are as follows:

FGM Architects schematic design	$23,500	Approved on July 16, 2025
Cover the Tees	$693,036	Approved on March 18, 2026
Top Tracer	$52,905	Approved on June 17, 2026
EP Doyle	$3,227,115	Project cost- all alternates
FGM Architects	$321,923	Recommendation under separate SOI
Geocon for materials testing	$33,717	Recommendation under separate SOI
Owner Furnished Items	$470,600	See attachment
Total	**$4,822,796**	

Projected Financials which are outlined in the attached business plan.

Driving Range Revenue	$ 929,625
Driving Range Expenses	$ 195,470
Net Total	$ 734,155
Food and Beverage Revenue	$ 551,150
Food and Beverage Expenses	$ 189,120
Net Total	$ 362,030
Annual Combined Net	$1,096,185

STAKEHOLDER PROCESS:

Arrowhead staff has been involved throughout the process.

LEGAL REVIEW:

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

ATTACHMENTS:

FGM Architects recommendation
Alternates
Toptracer Range and Outdoor Food & Beverage Business Plan

ALTERNATIVES:
A number of alternates were included in the bid.

RECOMMENDATION:
Recommendation pending board review and discussion of bid results

ALTERNATES

Alternate 1 – Heaters – Upgrading from tube heaters to bromic heaters

Base Bid Radiant Tube Heaters

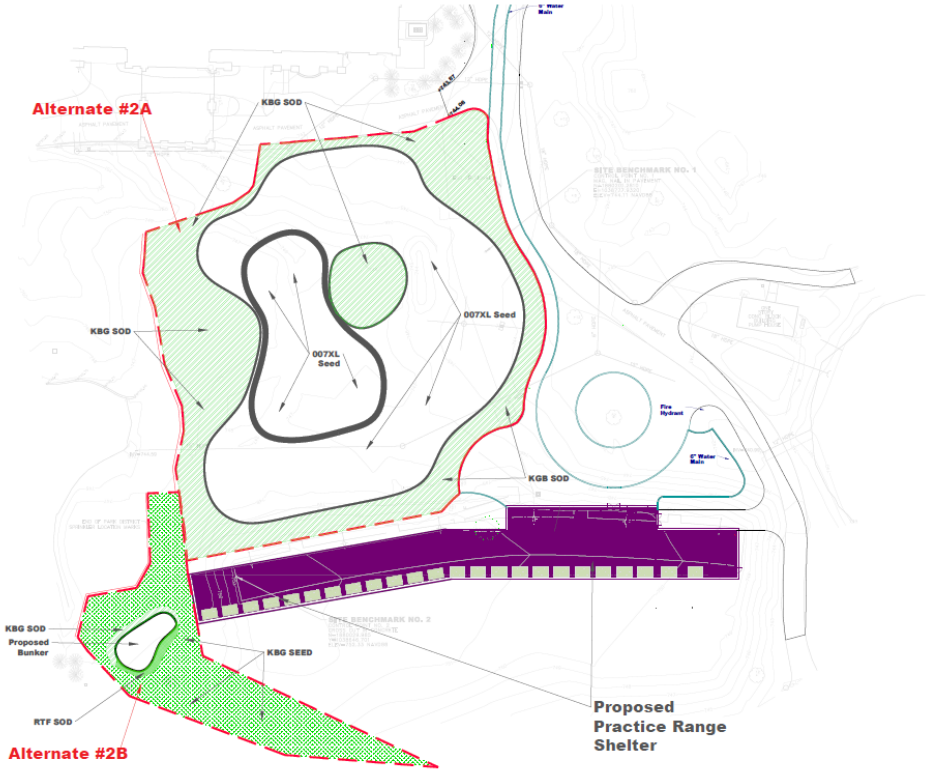
Alternate 1 Bromic Heater Upgrade

Alternate 2a – Short Game Practice Area – Utilize spoils to rework short game area rather than placing them on the driving range.

Alternate 2b – Short Game Practice Area (sand trap) – Add a sand trap for chipping practice

Arrowhead Golf Course

Practice Area Enhancements



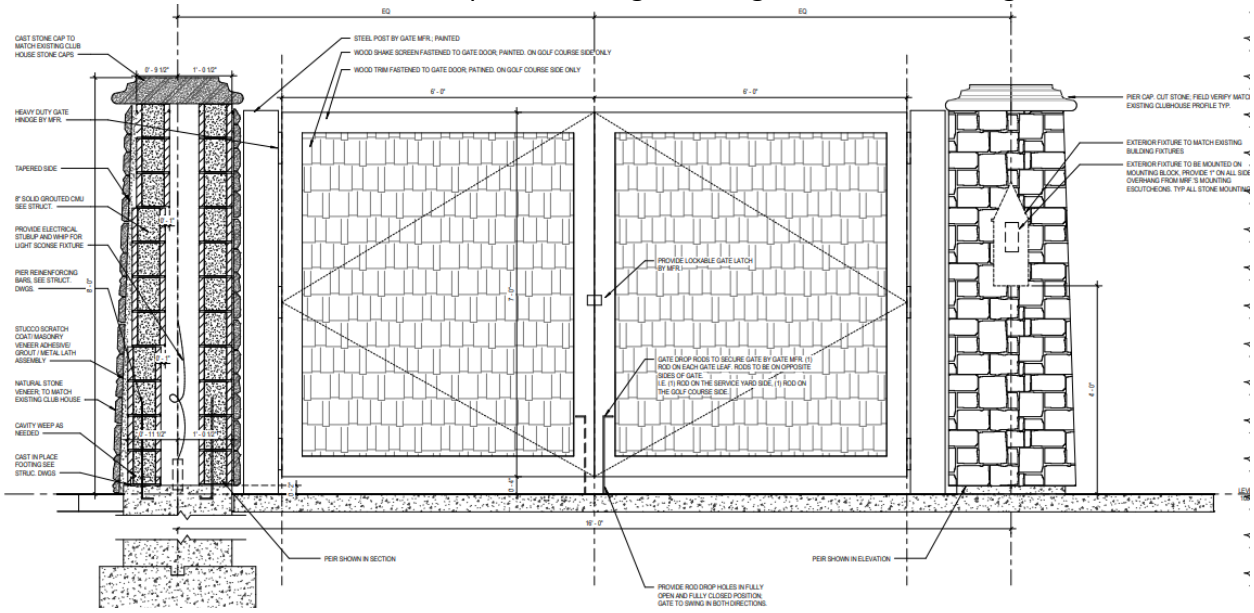
Alternates 2A & 2B - Grassing

MARTIN DESIGN GOLF

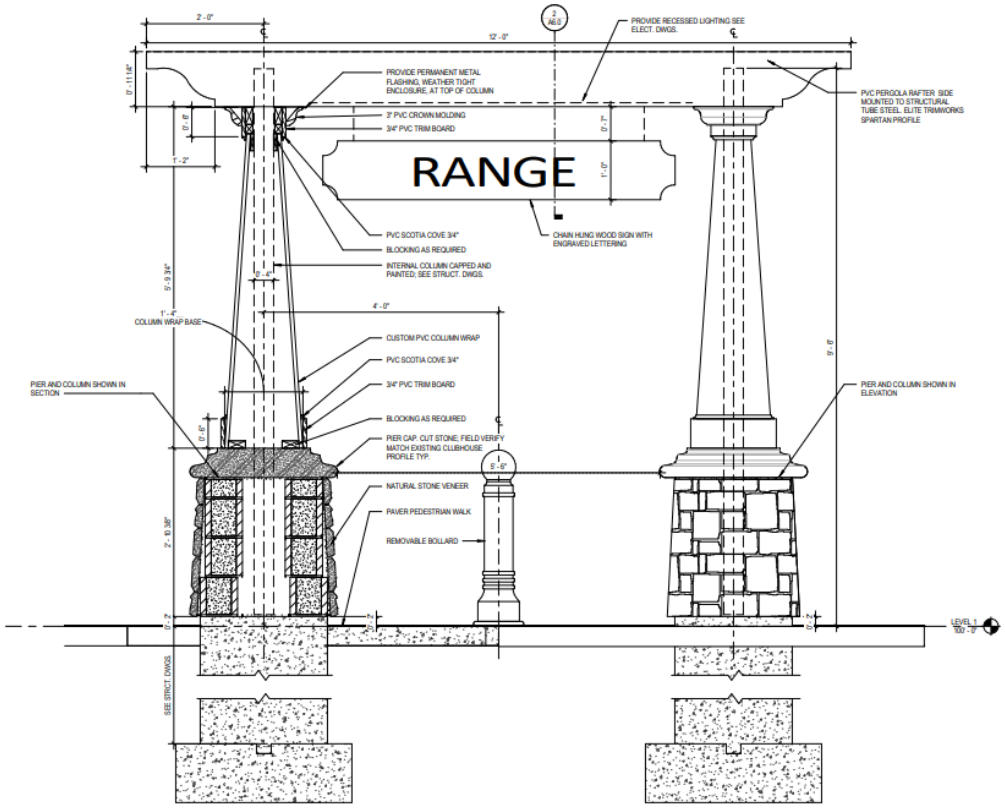
Martin Design Golf

4

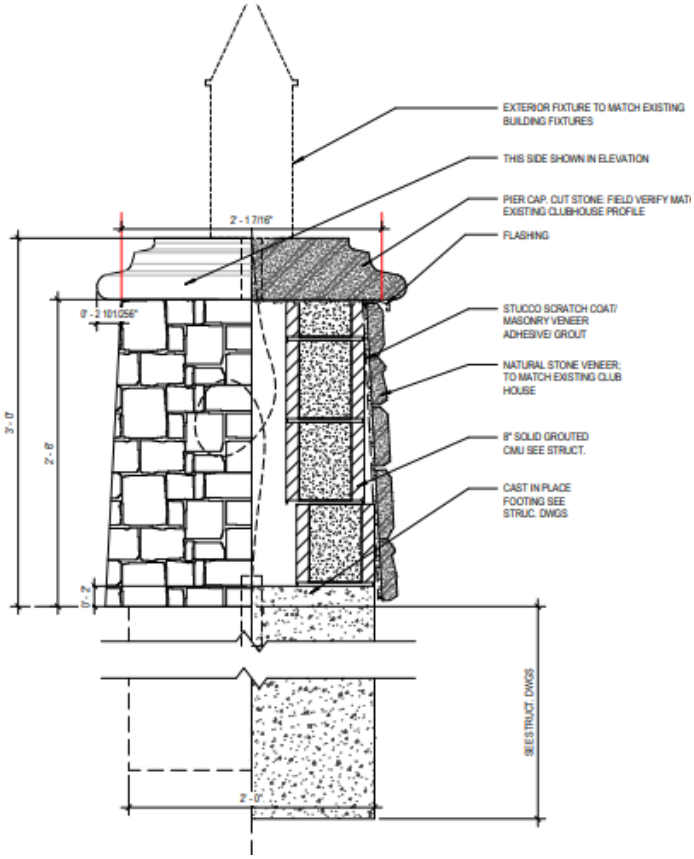
Alternate 3 – Service Yard Gate – Replace existing service gate with something that matches building



Alternate 4 – Range Entry Gate – Add a signed entrance at the parking lot denoting the way to driving range.



Alternate 5 – Range Wayfinding/ Exterior Lighting – Upgrade from plain lighted bollards along path to more architectural lighting that matches the clubhouse building.



Base Bid Lighted Bollard Path Light

Alternate 5 Architectural Path Light

fgma
FGMARCHITECTS

8/05/2026

Michael J. Bernard
Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187

Subject: Arrowhead Golf Club Range Improvements – Bid Recommendation

Dear Mr. Bernard:

Enclosed is the Bid Tabulation for the above-referenced project. Bids were received and publicly opened on July 17, 2026.

The apparent low bidder is E.P. Doyle, with a Base Bid of $2,415,000.00. This amount does not include any add alternates identified in the Bid Tabulation. Acceptance of any add alternates will be at the discretion of the Wheaton Park District Board of Commissioners.

FGM Architects has reviewed the qualifications and references provided by E.P. Doyle and finds the firm to be a responsible bidder. Accordingly, we recommend awarding the construction contract to E.P. Doyle for the Base Bid, together with any add alternates selected by the Board.

Please advise us of the Board's decision at your earliest convenience. Upon receiving direction from the Park District, FGM Architects will prepare the construction contract for execution and notify E.P. Doyle of the award.
If you have any questions or comments, please do not hesitate to contact me.
Sincerely,

Zachary Kile
Zacharykile@fgmarchitects.com

cc: Steve Hinchee, WPD; Dan Nicholas, FGMA; Dan Novak, Arrowhead Golf Club

Enclosure(s): Bid Tabulation Worksheet

Arrowhead Golf Club – Toptracer Range and Outdoor Food & Beverage Business Plan

Executive Summary

Aligned with the Park District's mission to "enrich the quality of community life through a diversity of healthy leisure pursuits and heightened appreciation for our natural world," a state-of-the-art Toptracer Driving Range partnered with a full-service food & beverage operation is poised to establish Arrowhead Golf Club as a premier recreational destination in the western suburbs year-round. With twenty-four covered & heated hitting bays, industry-leading technology, a versatile food & beverage operation, and revitalized short-game practice area & outdoor social space, the Toptracer Range represents a sustainable and exciting investment opportunity in the community's recreational landscape.

Mission Statement: To provide a one-of-a-kind year-round golfing experience with high-quality food and beverage offerings that contribute to and enhance the overall experience for guests in one convenient location.

Vision: To become the go-to venue for golf enthusiasts and casual visitors by offering a dynamic mix of state-of-the-art golf technology and excellent F&B services.

Business Description

Overview

The completely reimagined and revamped Toptracer Driving Range at Arrowhead will offer lounge-style F&B service for individuals & groups of all skill levels and experience. Each of the 24 hitting bays includes a touchscreen monitor to access game modes and provides instant shot replays & statistical feedback. The multitude of game modes available are guaranteed to satisfy everyone from the advanced player to the recreational beginner just learning the game. Players can enjoy simulator-style golf on world-renowned golf courses, compete with friends in closest-to-the-pin & longest drive challenges, a variety of skills-based contests, play family-friendly games based on iconic franchises like Angry Birds®, or simply use the practice mode for a casual golfing experience. Toptracer also has a free smartphone app users can download with challenges that players can use to develop and track their own game as well as online challenges with other Toptracer app users. Toptracer truly has something to offer everyone. A major renovation of our existing practice chipping area will be key to the success of this Toptracer Range project:

- Our current chipping area struggles with accessibility due to its small size. It severely limits the number of golfers that can utilize it at the same time. With the increase in usage at our range from the Toptracer Range addition, safety concern

arises with golf balls being hit in such proximity to others. This expanded short-game area allows guests to spread out dramatically minimizing potential safety concerns.

- Due to the demand for tech-forward driving ranges, we anticipate times when groups will need to wait before a hitting bay becomes available. A larger and more functional short-game area provides guests with another activity while waiting for a driving range space rather than potentially leaving our facility due to wait times.

Target Market

Golfers, families, corporate groups, and recreational visitors looking for casual entertainment and quality dining. Beginner, intermediate, & advanced golfers, recreational players, families, and corporate & social groups. Individuals or groups looking for outdoor recreational activity.

Facility Layout

The Toptracer Range will live where our current driving range is located. Due to the size of the structure and necessary space to accommodate the grouping & social nature of the activity, the existing footprint will expand to just over 7,800 square feet (existing range area is 5,400 sq ft). Each of the 24 hitting bays will be accompanied by its own seating area and monitors so all members of the group can see on-screen Toptracer results. All hitting bays will have retractable garage doors on the opposite side of where they hit from to allow maximum airflow while under the enclosure. While the entire driving range will be covered, these garage door additions give us the ability to keep them open during the warmer months to maintain an open-air feel, while also allowing us to close them during colder seasons for improved climate control and year-round comfort.

Market Analysis

Local Demographics

Wheaton, IL has 53,000+ residents and surpasses both state & federal averages for median household income. Median age in Wheaton is 37.8 years, indicating a balanced age distribution among residents. Wheaton is home to numerous educational institutions including 13 elementary schools, 4 middle schools, and 2 high schools within its public school system. Additionally, the city features 5 private schools and is the location of Wheaton College. Below is a table showing the four-year average of the top five online booking communities. Actual totals are higher as reservations without a zip code make up about 40% of our annual online bookings.

Community	4-Year Average of Online Booking %
Wheaton	19.6%
Naperville	5.96%
Glen Ellyn	2.05%
Lisle	1.35%
Downers Grove	1.13%

Competitive Analysis

While there are numerous public golf courses in our general vicinity, the closest green-grass facility with a Toptracer range is 10+ miles away, putting Arrowhead in a uniquely centralized location in the western suburbs with this amenity.

S.W.O.T. Analysis

Strengths: The biggest advantage Arrowhead has is its central location. Nearby highway access and surrounded by high residential areas. Wheaton and its surrounding communities boast many elementary, middle, & high schools with a population that has active participation in recreational activities. Only two facilities within 10-miles have similar setups at their locations (Top Golf & St. Andrews Golf Course).

Weaknesses: Demand could exceed initial capacity leading to waiting times and potential customer dissatisfaction. Potential negative could be that we're locked into this type of driving range setup. Solely dependent on current ball tracking technology trends.

Opportunities: High potential to attract corporate & social groups for events. Capturing entirely new demographics such as non-golfers or casual players seeking entertainment. There aren't many tech-driven driving ranges in the area. We are a smaller and more accessibly scaled operation compared to our nearest competitor, Top Golf. Increase in private and group lesson offerings. Targeting beginning & end-of-year golf clinic sessions where we haven't been able to do due to weather conditions. Corporate Driving Range Events would see a dramatic uptick in demand.

Threats: Top Golf (5 miles) & St. Andrew's Golf Course (10 miles) are the closest competition we face. Nearby golf courses potentially shift to a technology-driven driving range and could see market saturation in the coming years.

Operations Plan

Food & Beverage Operations

The proposed food and beverage operation at the Toptracer Driving Range aims to enhance the visitor experience, attract diverse clientele, and generate sustainable revenue for the Park District.

1. **Full-Service On-Site Kitchen**
    - **Overview:** A full-service kitchen on-site, allowing for fresh preparation of an expanded menu, including hot entrees, gourmet options, in addition to the traditional grab and go options. The kitchen supports high-quality offerings tailored to Toptracer's premium experience.
    - **Operational Model:**
        - Location: Dedicated kitchen facility adjacent to the driving range, with a service counter and seating area.
        - Service: Counter service with fresh preparation, supported by a small dining area for Toptracer users.
        - Staffing: 4–5 employees per shift (1 chef, 1 prep cook, 2 servers/cashiers, 1 bartender)
        - Suppliers: Local vendors for fresh ingredients beverages; potential partnership with a commissary for overflow prep.
    - **Advantages:**
        - Winterized facility providing year-round operations.
        - High revenue potential due to premium, fresh offers.
        - Enhances Toptracer's upscale experience, attracting repeat customers.
        - Full control over menu quality and customization.
    - **Challenges:**
        - High startup and operational costs.
        - Increased staffing and training requirements.
        - Complex operations with health and safety compliance. Staffing & Management

- **Personnel:** Training will emphasize customer service, knowledge of Toptracer Range systems, and efficient order handling, delivery, and lounge seating upkeep.
- **Management:** A manager will oversee scheduling, inventory, and day-to-day operations, with increased oversight due to kitchen operations

Toptracer Range Operations (Golf)

The operations plan will be divided into in-season & off-season halves as the demand and hours will change due to weather-related factors. We will implement a first-come first-serve policy for hitting bay usage rather than utilizing a reservation system. This decision stems from multiple golf courses with Toptracer systems having negative reviews & poor guest experiences due to reservation issues. Arrowhead plans to utilize the reservation system during off-season months as it would be beneficial to know demand during the

winter & fringe months. To better accommodate our guests during periods of high demand, a limited number of hitting bays at the driving range will be reserved exclusively for golfers with scheduled tee times. This measure is intended to ensure that players can warm up prior to their round. The inclusion of an automated driving range ball washing system and autonomous lawn mower will prove to be invaluable assets in maximizing our efficiency and minimizing labor hours. Because the driving range needs to be mowed once a week, we close the driving range on Monday evenings to clean the range of all balls. Re-opening late morning the following day. With an autonomous mower we'll be able to maintain the range without closing it to the public. This would allow us to remain open for business while also saving up to $1,100 annually in wages. Golf staff spends up to one hour per day washing and reloading our range balls. With an automated washing system it would save up to $3,000 annually in wages and allow staff to focus more energy on the customer-forward aspects of this operation.

Arrowhead's driving range will remain a "mats only" range rather than a grass tee range. Three main factors go into this decision:

1. The hittable surface areas would be under repair often due to the projected increase in usage therefore closed to guests.
2. The hittable surface area would need to be, at minimum, 2-3 times larger in order to accommodate roughly the same amount of potential hitting bays. For reference, the driving range (grass tees) at Village Links has a little over 3x the square footage as our current range. This wouldn't be possible at our facility without massive restructuring of the surrounding holes (#9 South, #16 East, & #17 East).
3. Dispersion patterns grow exponentially when hitting on grass. Arrowhead moved to a grass range in the past and quickly resorted back to mats only due to the large amount of range balls landing in #9 South & #16 East fairways. The enlarged & improved short-game complex will become one of the premier short-game practice areas in the region. The upgraded visual, increase in functional practice space, and an extra "catch-all" area for waiting customers will prove to be an invaluable commodity available to our guests.

Technology Integration: The Toptracer Range system integrates with an online F&B ordering system and provides the ability to make reservations online and menu access and ordering via QR Codes. An additional TV monitor for each hitting bay will allow guests to either watch live TV or it can be synced to show Toptracer data.

Staffing: By having two part-time staff members on shift during peak hours of operation at $15/hour, we are projecting labor costs around $435/day during in-season hours and

$240/day during off-season hours. Annual projections indicate $131,065 in part-time labor to service the year-round operation. Because our existing cart attendant staff handles driving range maintenance, this new amenity allows us to remove that aspect of their job responsibilities therefore our projected hours for cart attendants will decrease with the addition of driving range specific staffing. Estimated savings come just shy of $20,000 annually.

Financial Projections

Structure Revenue and Staffing Expenses (F&B)

Based on full-time operations, the projected staffing expenses for 12 months are summarized below:

Annual Revenue Projections F&B (335 Days)

The revenue projections represent a fully winterized trolley without limiting months of operation.

Full Service On-site Kitchen

REV	Avg. Price	Est. Sales/Day		Annual Revenue
Food Items-hot dog, brats	$6.00	30		$60,300
Food Items – Hot Food menu	$13.00	30		$130,650
Snacks- trail mix, chips, candy	$3.50	20		$23,450
Mixed Drinks – Full Bar	$13.00	45		$180,975
Beer	$6.00	60		$120,600
Non-Alcoholic Beverages	$3.50	30		$35,175
Total Revenue				**$551,150**
EXP	**# of Staff**	**Avg. Wage**	**Monthly Hours**	**Monthly Cost**
Outdoor/Golf F&B Manager	1	$25/hr	160	$4,000
Servers/Runners	6	$10/hr	100 each	$6,000
Cook/Prep	2	$19/hr	120 each	$4,560
Cleaning/Maintenance	1 (shared)	$15/hr	80	$1,200
Total Monthly Payroll				**$15,760**
Seasonal (12-Month) Total				**$189,120**

Pros

- Year-round operation with full kitchen and permanent bathrooms.
- Higher revenue potential through full food + bar service.
- Premium experience can attract a broader customer base.
- One-stop destination—convenient for golfers and visitors.
- Convenient location—right at the range.
- Offers full menu, bar, and comfortable restrooms.
- Creates a gathering space and enhances customer experience.
- Ideal for events, group outings, and casual dining.

Cons

- High initial investment in construction and permits.
- Larger staff requirements increase operational costs.
- Longer development timeline before launch.
- Potential for longer wait times with more complex service.
- May raise expectations and require higher pricing.
- Some customers may find less casual or more structured atmosphere than desired.

Annual Revenue Projections Golf (335 Days)

REV Category	Price	Est. Sales/Day	Annual Revenue
Small Bucket (15)	$5	35	$58,625
Medium Bucket (40)	$10	60	$201,000
Large Bucket (80)	$20	40	$268,000
Jumbo Bucket (120)	$30	40	$402,000
Total Revenue			**$929,625**
2025	***Price***	***Sales/Yr***	***Annual Revenue***
Small Bucket (40)	$7	18,251	$139,142
Large Bucket (80)	$14	9,602	$133,785
Total Revenue			**$272,927**

Toptracer Range Annual Expense Projections (Golf)

EXP Category	Annual Cost Estimate
Staffing (12 Months)	$131,065
Toptracer Range Technology	$52,905.60
Range Balls	$9,000
Utility (Electric & Gas) (12 months)	$2,500
Total Expenses (Annually)	**$195,470.60**

Combined Revenue & Expense Summary

Combined Total Annual Revenue: $1,480,775 (using 335-day Toptracer projection of $929,625 + 335-day F&B projection of $551,150)

Combined Total Annual Expenses: $395,125 (using 335 Golf expenses $205,925 + 335-Day F&B expenses $189,200) **Net: $1,085,650**

Note: These projections are based on driving range ball sales and F&B operations. Private Event Rentals, Instructional Opportunities, and additional F&B sales from events are not accounted for but will add to the bottom line.

Sanctuary Golf Course Comparison: Sanctuary Golf Course in New Lenox has a 20-bay Toptracer Range. Before they installed their new Toptracer range, their best year's sales generated $265,825. Year one with the new Toptracer range they generated $713,720 in range sales. They are currently at pace to beat that number this year. They are now confirming plans to build an additional 4 hitting bays to have a total of 24 bays.

Sanctuary Golf Course	**2023** (Pre-TopTracer)	**2024** (TopTracer Year 1)	**2025** (projected)
Range Sales	$265,825	$713,720	$858,000
Range Bucket Pricing	Sm, Med, Lrg	Sm($7);Med($9);Lrg ($14); XL($20)	Same as 2024
Range Expenses	$11,500	$19,000	$28,000
Food Sales	$85,968	$90,485	$92,000
Beverage Sales	$239,900	$259,400	$399,000

Sanctuary Golf Course	**TopTracer Year One Growth**	**TopTracer Year 2 Growth**
Range Sales	168%	20%
Range Expenses	65%	47%
Food Sales	5%	1.67%
Beverage Sales	8.12%	53%

Prairie Bluff Golf Course Comparison: Prairie Bluff Golf Course in Lockport has a 26-bay Trackman Range with 5 enclosed simulators. 2024 was their first year and they generated $517,797 in range sales. They have stand-alone indoor concession stand with two restroom facilities on site. are currently on pace to beat that number this year. They charge per bucket apart from the winter months they switch to a reservation model.

Prairie Bluff Golf Course	**2024** (Trackman Year 1)	**2025** (Trackman Year 2)
Range Sales	$517,797	$935,000
Range Bucket Pricing	Sm($6);Med($11); Lrg ($15); XL($22)	Sm($6);Med($11); Lrg ($15); XL($22)
Food & NA Beverage Sales	Included in Range Sales	Included in Range Sales
Alcoholic Bev Sales	$259,400	$300,000

Capital Expenditures (Toptracer Range)

COVER THE TEES

24 Bays – (22 @ 11' and 2 @ 14') – BRONZE Aluminum Driving Range Cover System

- Enclosed Aluminum Hitting Bay Cover
- Exterior Lighting (installed)
- 22 hitting bay dividers (installed)

Total Price for Cover system (installed): $693,036

TOPTRACER Pricing breakdown for 24 bays

- 24 Hitting Bays at $4,408.80/month = **$52,905.60/annually**
- 5-year lease term (3% increase annually)
- Lease includes all the hardware for installing software updates, & installation costs.
- The site is responsible for preparing for installation, P&D runs. That is the only up-front cost.

Additional By Owner Project Expenses:

- Audio Visual Allowance: $20,000
  - Outdoor TV Monitors (x24): Top Tracer Secondary Screen
  - Entertainment TVs with DIRECTV Service
- AIE Technology= $10,000
  - 48 port Switch | 2 access points | Cabling | Lease Agreement | Labor Install
- Sweetspot POS Point of Sale Terminals (x2) at $1,800/per- $3,600
- Security System Allowance: $25,000
- Range Mats (x30): $600/per -$18,000
- Range Servant Automated Range Ball Washing System: $18,000
- Range Servant Ball Dispenser: $16,000
- Full-Service Food Equipment: $80,000
- Furnishing: Seating and Patio Allowance: $225,000
  - Tables | Chairs | Lounge | Bag Racks
- Landscaping Allowance: $30,000
- Signage and Branding: $25,000

Total: $470,600

Project Architects

Staff utilized FGM Architects for design and pre-building services due to working history with the Park District and relevance to this project. They are the only architectural firm that has worked with Cover the Tees, they also work in collaboration with the Martin Design Partnership, LTD who was used for our bunker renovation project 2010 -2012.

Conclusion

The Toptracer Driving Range and Outdoor F&B operation at Arrowhead Golf Club represents a transformative opportunity to enhance the guest experience, attract diverse demographics, and drive significant revenue growth. By integrating state-of-the-art golf technology with high-quality dining options, Arrowhead is poised to become a premier year-round recreational destination in Wheaton, delivering value to the community and financial sustainability for the Park District.

TO: Board of Commissioners

FROM: Dan Novak, Director of Arrowhead
Brian Kimbrough, Director of Park & Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: 2026 Arrowhead Driving Range Improvements -Material Testing

DATE: August 5, 2026

SUMMARY:
Material testing is required by code and to ensure quality of construction is being met. Staff received a proposal from Geocon in the amount of $33,717 for the testing services anticipated for this project.

PREVIOUS COMMITTEE/BOARD ACTION:
A contract with FGM Architects in the amount of $23,500 for schematic design services was approved at the July 16, 2025 board meeting.

The concept was reviewed and discussed at the Capital Projects review meeting on January 17, 2026.

A contract with Cover the Tees in the amount of $693,036 was approved at the March, 18 2026 board meeting.

FGM Architects provided an update to the board at the April 8, 2026 board subcommittee meeting. The schedule was reviewed at the June 3, 2026 board subcommittee meeting and consensus was reached allow for start the project on September 8, 2026.

An agreement to lease Top Tracer equipment was approved at the June 17, 2026 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

Capital	60-000-000-57-5701-0000	$2,000,000 FY 26 $3,000,000 FY 27 (proposed)

STAKEHOLDER PROCESS:
Arrowhead staff has been involved throughout the process.

LEGAL REVIEW:
N/A

ATTACHMENTS:
Geocon proposal

ALTERNATIVES:
N/A

RECOMMENDATION:
It is recommended that the Wheaton Park District Board of Commissioner's approve a contract with Geocon in an amount not to exceed $33,717 for material testing associated with the Arrowhead Driving Range Improvement project.

December 18, 2025

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

Subject: Construction Testing and Inspection Services
Arrowhead Golf Driving Range Improvements
26W151 Butterfield Rd
Wheaton, IL
Proposal No. 23-P1386

Dear Mr. Hinchee:

Geocon Professional Services is pleased to submit this proposal for providing construction materials testing services on the referenced project. A brief description of our understanding of the project and a discussion of the scope of services to be provided are included in the following paragraphs.

Project Understanding

The subject site is located at the referenced address within the City of Wheaton, Illinois. The site is currently developed with the existing driving range. It is understood that the proposed project will consist of demolishing all the existing driving range features and constructing a new range with enclosed canopies, concessions, bathrooms and equipment storage buildings.

Sitework will include new hitting surfaces, cart paths and walkways.

Scope of Work

GEOCON proposes to provide technical personnel to perform the necessary testing and monitoring services in accordance with the project specifications or other applicable guidelines. It is understood that the testing services required for this project may include the following:

- *Subgrade testing and inspection, proofrolls*
- *Soil compaction testing*
- *Footing subgrade testing and inspection*
- *Concrete testing and monitoring*
- *Structural steel testing and inspection*
- *Asphalt testing and inspection*

Fee Proposal

It is proposed to perform the services on a unit charge basis in accordance with the Proposed Fee Schedule and pursuant to the General Conditions, both of which are enclosed herein and considered part of this proposal. Details for the project are preliminary however, based on Geocon's previous

experience on similar sized projects, it is estimated that the total fee for testing services on this project may be on the order of **$33,717.00**. A more accurate budget can be provided once design details are finalized and a construction schedule becomes available. The final compensation will depend upon the actual number of laboratory tests performed and technical time expended for this project. Any special equipment or test procedures not included on the fee schedule can be quoted upon request.

Authorization

GEOCON will proceed with the work on the basis of written authorization. Please sign in the acceptance block below and return one copy of this proposal for our files.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at our office. We are looking forward to working with you on this project.

GEOCON PROFESSIONAL SERVICES, LLC

Lawrence Zablock
Senior Project Manager
Ph: 708-296-4325
Email: larry.zablock@geoconcompanies.com

Joe Abu-Bakr, P.E.
Senior Engineer
Ph: 224-587-9185
Email: joe.abu-bakr@geoconcompanies.com

Attachments: Proposed Fee Schedule
General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

GEOCON PROFESSIONAL SERVICES

Construction Testing Cost Estimate - Proposal No. 25-P1386

Arrowhead Golf Driving Range Improvements - 26W151 Butterfield Rd, Wheaton, IL

ITEM 1: Demolition, Mass Earthwork and Foundations

Senior Engineering Technician: Perform inspection of mass grading including proofrolls and compaction testing.
Perform testing & inspection for foundation subgrade and concrete for footings, piers and walls.

Estimated Total Hours:	0 days @	8 hrs./day	0.0 Hours	Demolition and Mass Grading (Est. 1-2 weeks)
	4 days @	4 hrs./day	16.0 Hours	Demolition and Mass Grading (Est. 1-2 weeks)
	1 days @	8 hrs./day	8.0 Hours	Foundation Ex & Concrete
	4 days @	4 hrs./day	16.0 Hours	Foundation Ex & Concrete
	0 days @	8 hrs./day	0.0 Hours	Foundation Walls & Piers Concrete
	5 days @	4 hrs./day	20.0 Hours	Foundation Walls & Piers Concrete
	0 days @	8 hrs./day	0.0 Hours	Foundation Walls & Piers Backfill (assumes Ca-7)
	0 days @	4 hrs./day	0.0 Hours	Foundation Walls & Piers Backfill (assumes Ca-7)
	14 days		60.0 Hours	
	0 days	8.0 hrs./day	0.0 Hours	(Overtime)
	0 days		0.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	60.0 Hours	$ 134.00	$ 8,040.00
Senior Engineering Technician - Overtime	0.0 Hours	$ 201.00	$ -
Nuclear Density Gauge, per day	5.0 Days	$ 45.00	$ 225.00
Concrete Compression Tests, per cylinder	50.0 Test	$ 22.00	$ 1,100.00
Moisture Density Test, per test	2.0 Test	$ 275.00	$ 550.00
Trip Charges (inc. mileage, truck charges)	14.0 Trips	$ 95.00	$ 1,330.00
Senior Engineer	8.0 Hours	$ 190.00	$ 1,520.00
Principal Engineer	1.0 Hours	$ 205.00	$ 205.00

Mass Earthwork, and Foundations Estimated Total: $ 12,970.00

ITEM 2: Cast-in-Place Concrete Inspection & Testing

Senior Engineering Technician: Perform proofroll and compaction testing for pad and stone, concrete sampling & testing

Estimated Total Hours:	0 days @	8 hrs./day	0.0 Hours	Slab-on-grade Subgrade & Subbase Inspection
	2 days @	4 hrs./day	8.0 Hours	Slab-on-grade Subgrade & Subbase Inspection
	0 days @	8 hrs./day	0.0 Hours	Slab-on-grade Concrete Testing
	5 days @	4 hrs./day	20.0 Hours	Slab-on-grade Concrete Testing
	0 days @	8 hrs./day	0.0 Hours	Slab-on Deck Concrete Testing
	0 days @	4 hrs./day	0.0 Hours	Slab-on Deck Concrete Testing
	7 days @		28.0 Hours	
	0 days	0.0 hrs./day	0.0 Hours	(Overtime)
	0 days		0.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	28.0 Hours	$ 134.00	$ 3,752.00
Senior Engineering Technician-Overtime	0.0 Hours	$ 201.00	$ -
Floor Flatness Technician	0.0 Hours	$ 134.00	$ -
Floor Flatness Technician - Overtime	9.0 Hours	$ 201.00	$ 1,809.00
Floor Flatness Machine, per test	3.0 Tests	$ 175.00	$ 525.00
Nuclear Density Gauge, per day	0.0 Days	$ 45.00	$ -
Concrete Compression Tests, per cylinder	70.0 Tests	$ 22.00	$ 1,540.00
Relative Humidity Probes, ea	0.0 Tests	$ 60.00	$ -
Calcium Chloride Test, ea	0.0 Tests	$ 40.00	$ -
Trip Charge (incl. mileage, truck charges)	7.0 Trips	$ 95.00	$ 665.00
Senior Engineer	5.0 Hours	$ 190.00	$ 950.00
Principal Engineer	1.0 Hours	$ 205.00	$ 205.00

Cast-in-Place Concrete Inspection & Testing Estimated Total: $ 9,446.00

ITEM 3: Compaction Testing for Site Utilities - None Anticipated

Senior Engineering Technician: Perform spot compaction testing for utilities (Assumes CA-7 Backfill)

Estimated Total Hours:	0 days @	4.0 hrs./day	0.0 Hours	Site Utilities Compaction:
	0 days		0.0	
	0 days	0.0 hrs./day	0.0 Hours	(Overtime)
	0 days		0.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	0.0 Hours	$ 134.00	$ -
Senior Engineering Technician-Overtime	0.0 Hours	$ 201.00	$ -
Nuclear Density Gauge, per day	0.0 Days	$ 45.00	$ -
Trip Charge (incl. mileage, truck charges)	0.0 Trips	$ 65.00	$ -
Senior Engineer	0.0 Hours	$ 190.00	$ -
Principal Engineer	0.0 Hours	$ 205.00	$ -

Compaction Testing for Site Utilities Estimated Total: $ -

ITEM 4: Bituminous and Concrete Paving Inspection and Testing

Senior Engineering Technician: Perform subgrade inspection & proofroll, density test for stone subbase and asphalt, concrete testing

Estimated Total Hours:	0 days @	8.0 hrs./day	0.0 Hours	Pavement Subgrade & Subbase Inspection
	3 days @	4.0 hrs./day	12.0 Hours	Pavement Subgrade & Subbase Inspection
	0 days @	8.0 hrs./day	0.0 Hours	Asphalt & Concrete Pavement
	6 days @	4.0 hrs./day	24.0 Hours	Asphalt & Concrete Pavement
	2 days @	4.0 hrs./day	8.0 Hours	Sidewalks, Curbs & Exterior Concrete
	11 days		44.0 Hours	
	0 days	0.0 hrs./day	0.0 Hours	(Overtime)
	0 days		0.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	44.0 Hours	$ 134.00	$ 5,896.00
Senior Engineering Technician-Overtime	0.0 Hours	$ 201.00	$ -
Nuclear Density Gauge, per day	5.0 Days	$ 45.00	$ 225.00
Trip Charge (incl. mileage, truck charges)	11.0 Tests	$ 95.00	$ 1,045.00
Moisture Density Relationship (Std./Mod. Proctor)	1.0 Each	$ 275.00	$ 275.00
Concrete Compression Tests, per cylinder	25.0 Each	$ 22.00	$ 550.00
Senior Engineer	4.0 Hours	$ 190.00	$ 760.00
Principal Engineer	1.0 Hours	$ 205.00	$ 205.00

Bituminous and Concrete Paving Inspection and Testing: $ 8,956.00

ITEM 5: Structural Steel and Precast Framing Inspection and Testing

Senior Steel Technician: Perform structural steel, bolted connections and visual welds testing and inspection

Estimated Total Hours:	0 days @	4 hrs./day	0.0 Hours	Structural Steel - Shop
	3 days @	4 hrs./day	12.0 Hours	Structural Steel/Metal Decking - Field
	3 days		12.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Steel Technician (Shop Fabrication Testing)	0.0 Hours	$ 140.00	$ -
Senior Steel Technician (Field Testing)	12.0 Hours	$ 140.00	$ 1,680.00
UT/MT Technician	0.0 Hours	$ 140.00	$ -
UT Machine, Consumables/day	0.0 Days	$ 170.00	$ -
Trip Charge (incl. mileage, truck charges)	3.0 Trips	$ 95.00	$ 285.00
Senior Engineer	2.0 Hours	$ 190.00	$ 380.00
Principal Engineer	0.0 Hours	$ 205.00	$ -

Structural Steel Inspection & Testing Estimated Total: $ 2,345.00

ITEM 6: Sprayed-on-Fireproofing Inspection and Testing - None Anticipated

Senior Engineering Technician: Perform sprayed on fireproofing inspection and testing

Estimated Total Hours:

0 days @	4.0 hrs/day	0.0 Hours	Sprayed On Fireprooring
0 days		0.0 Hours	
0 days	4.0 hrs./day	0.0 Hours	(Overtime)
0 days		0.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	0.0 Hours	$ 134.00	$ -
Senior Engineering Technician - Overtime	0.0 Hours	$ 201.00	$ -
Trip Charge (incl. mileage, truck charges)	0.0 Trips	$ 95.00	$ -
Fireproofing Density Tests	0.0 Tests	$ 80.00	$ -
Senior Engineer	0.0 Hours	$ 190.00	$ -
Principal Engineer	0.0 Tests	$ 205.00	$ -

Sprayed on Fireproofing Inspection and Testing Estimated Total: $ -

ITEM 7 : Masonry Testing - None Anticipated

Senior Engineering Technician: Observe mixing procedures and cast and transport test specimens.

Estimated Total Hours:

0 days @	8.0 hrs./day	0.0 Hours	Masonry Testing
0 days @	4.0 hrs/day	0.0 Hours	Masonry Testing
0 days		0.0 Hours	

Senior Engineering Technician	0.0 Hours	$ 134.00	$ -
Concrete Masonry Units, per test (ASTM C140)	0.0 Tests	$ 225.00	$ -
Masonry prisms, per test set of 3 (ASTM E447)	0.0 Tests	$ 425.00	$ -
Grout Cylinders, per cylinder	0.0 Cylinders	$ 22.00	$ -
Mortar Cubes, per test	0.0 Tests	$ 22.00	$ -
Trip Charge (incl. mileage, truck charges)	0.0 Trips	$ 95.00	$ -
Senior Engineer, per hour	0.0 Hours	$ 190.00	$ -

Masonry Testing Estimated Total: $ -

Total Estimated Cost: $ 33,717.00

1. All field testing will be billed portal to portal to and from our office with a minimum charge of 4 hrs, including same day cancellations. If total time exceeds 6 hours, it will be billed for a minimum 8 hour day. Full time testing, starting on the sixth consecutive 8 hour day will be billed for onsite time only.
2. Client and or contractor is responsible for providing safe access to all areas needing to be tested and or inspected including manlifts, scaffolds etc.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, work outside the standard 7:00-3:00 shift, and Saturdays. Sundays and Holidays will be 2.0 x standard rates. Sundays and Holidays will be 2.0 x standard rates.
4. Night shift work will be invoiced at 1.25 x standard rate.
5. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.
6. Lab testing performed on Saturdays at the request of the client will include an additional lab fee of $200 per day.
7. Services and fees not listed will be quoted upon request. The above prices include one hard copy of reports distributed as requested and electronic distribution as needed to applicable parties.
8. Invoices will be due within 30 days from the date of issue.

STANDARD TERMS AND CONDITIONS
Construction Testing Services

Item 1. Scope of Work. GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and In doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client, The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.
The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered In the Fee Schedule or elsewhere in the agreement can be provided, Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to Impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work, GEOCON shall have no obligations to any party other than those expressed in this agreement. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.

Item 2. Site Access. The client will provide for the right-of-access to the work site, In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained, While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of GEOCON field representatives will *be* for the purpose of providing observation and field testing and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and d site safety will be *the* sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of lest locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations In its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services,

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures by exercised to protect the health *and* safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken,

Item 8. Reports and Ownership of Documents. GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing Information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary and shall not be released or otherwise made available to any thirty party without the express written consent of GEOCON.

Item 10. Standard of Care. GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the Interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and Interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

Item 11. Limitations of Liability. The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or $25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, *the* limit of liability will be increased to $25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, Including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. GEOCON represents that they now carry, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over their employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Additionally, insured on a primary and non-contributary basis with respect to the general liability and auto liability coverage only. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnity the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

Item 13. Modification. This agreement and all attachments pursuant to this agreement represent the entire understanding *between* the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, *and* any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice, In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination,

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

Item 17. Third Party Reliance. The Services provided are for GEOCON and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, GEOCON will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return a reasonably acceptable reliance agreement and GEOCON receives an agreed-upon reliance fee.

TO: Board of Commissioners

FROM: Greg Bockheim, Director Cosley Zoo

THROUGH: Michael Benard, Executive Director

RE: Naming Policy: Addendum to existing policy

DATE: August 5, 2026

SUMMARY:
The Cosley Zoo requests to add an addendum to the Wheaton Parks District facility naming policy.

PREVIOUS COMMITTEE/BOARD ACTION:
The Board approved the WPD naming policy in September 2007.

REVENUE OR FUNDING IMPLICATIONS: NA

STAKEHOLDER PROCESS: NA

LEGAL REVIEW: This addendum has been reviewed by legal

ATTACHMENTS: NA

ALTERNATIVES: NA

RECOMMENDATION: It is recommended that the Wheaton Park District Board of Commissioners accept this addendum.

WHEATON PARK DISTRICT
RESOLUTION NO. 2026-03

A RESOLUTION APPROVING CERTAIN AMENDMENTS TO THE WHEATON PARK DISTRICT PARKS, FACILITIES, TRAILS AND OPEN SPACE NAMING POLICY

WHEREAS, the Wheaton Park District ("Park District") is an Illinois park district and unit of local government organized under and operating pursuant to the Illinois Park District Code (70 ILCS 1205/1-1 *et seq.*); and

WHEREAS, Section 8-1 of the Park District Code authorizes the Park "to pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the board and district" and "to manage and control all officers and property of such district" (70 ILCS 1205/8-1); and

WHEREAS, the Park District previously adopted a policy entitled "Parks, Facilities, Trails and Open Space Naming Policy," and has amended said policy from time to time ("Naming Policy"); and

WHEREAS, the Park District wishes to amend the Naming Policy to incorporate the changes set forth in Exhibit A, a copy of which is attached hereto and is incorporated herein by reference ("Naming Policy Amendments"); and

WHEREAS, the Park District owns and operates the Cosley Zoo, providing operating, capital improvement and revenue authority through the Zoo operating budget, the Park District capital projects budget, and other special budgets, and;

WHEREAS, the Cosley Foundation, Inc. ("Foundation") is an independent 501(c)(3) organization whose purpose is to promote and support the Cosley Zoo and it's programs, facilities and conservation efforts, and to provide private sector support, both financial and otherwise, for the Zoo's development, operation and capital improvements.

WHEREAS, the Park District and the Foundation previously entered into that certain "*Memorandum of Understanding between Cosley* Zoo, *Wheaton Park District and the Cosley Foundation, Inc.*" dated January 23, 2026 ("MOU"), that was designed to establish, define, and coordinate a mutually beneficial relationship between the Park District and the Foundation and their respective roles in supporting the Cosley Zoo; and

WHEREAS, in furtherance of the MOU and the Park District's and Foundation's respective efforts to support the Cosley Zoo, the Park District wishes to further amend the Naming Policy to specifically address naming assets located on or in Cosley Zoo; and

WHEREAS, a copy of the proposed addendum to the Naming Policy, entitled "Cosley Zoo Naming Addendum, An Addendum to the Wheaton Park District Parks, Facilities, Trails and Open Space Naming Policy" is attached hereto as Exhibit B and is incorporated herein by reference ("Addendum") and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to approve the Naming Policy Amendments and the Addendum, subject to the terms and conditions set forth therein.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.

2. The form, terms and provisions of the proposed Naming Policy Amendments attached hereto as Exhibit A and the Addendum attached hereto as Exhibit B are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the Addendum in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.

3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the Addendum.

4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted this 19th day of August, 2026 by roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
President
Board of Park Commissioners
Wheaton Park District

ATTEST:

_____
Secretary
Board of Park Commissioners
Wheaton Park District

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

I, Michael J. Benard, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois and as such, I am keeper of the records, ordinances, files and seal of said Park District; and

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

A RESOLUTION APPROVING CERTAIN AMENDMENTS TO THE WHEATON PARK DISTRICT PARKS, FACILITIES, TRAILS AND OPEN SPACE NAMING POLICY

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, Illinois at 5:00 p.m. on the 19th day of August, 2026.

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

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this 19th day of August, 2026.

_____
Michael J. Benard
Secretary

[SEAL]

EXHIBIT A

Cosley Zoo Naming Policy Amendments

Parks, Facilities, Trails and Open Space
Naming Policy
Wheaton Park District
Amended ~~September~~
August 2026~~07~~

The purpose of this procedure is to clearly define the process for naming Wheaton Park District parks, trails, open space areas and associated structures or facilities. It is designed in the spirit of community ~~neighborhood~~ involvement and influence as well as to facilitate a naming process for present and future needs. The values, contributions, services and heritage of the community can be embodied and preserved by appropriate and logical naming of parks and facilities.

Parks, trails and open space areas shall be defined as any parcel of land, including ponds and lakes that are donated, dedicated or acquired for public use as a park, trail or open space. Park structures or facilities shall be defined to include but not limited to athletic fields, tennis courts, golf courses, outdoor theaters, buildings, meeting space, gymnasiums and swimming pools.

For name requests that do not meet the standards or conditions set forth in this procedure, alternatives are given at the end of this document.

1. Naming Criteria

   Each of the following conditions describe an opportunity for implementing the park naming procedure:

   - Any planned park, trail or park facility that is not yet built or acquired and has no official name.
   - Any existing park, trail or park facility that is built and has no official name.
   - Any existing park, trail or park facility that is built and has a geographic name only.

   Any interested person may become involved in the naming process for the park or facility. To be considered, proposed names may be submitted from one of the following sources:

   - Recommendation made by park district staff in the planning and/or development of a new park.
   - Any person(s) or firm(s) who contribute significantly to the development of the park or facility. Land developers of adjoining property may be included in this group regardless of whether their contribution is voluntary or required by the park district.
   - An ad hoc naming committee may be assembled under the guidance of the Wheaton Park District Board of Park Commissioners or Wheaton Park District staff. ~~This committee shall be comprised of residents from neighborhoods near or adjacent to the park or facility to be named.~~

2. Selection of a Name

Name selections should express appreciation to those who have contributed significantly to the Park District or maintain themes established for adjoining developments. Preference will be give to names having local and/or historical significance.

Names submitted should adhere to the following standards and guidelines:

- Geographic names descriptive of the location or significant natural features in or near the park or facility.
- Historic names or events relevant to the park or facility. The name submitted should be one of significance to a substantial portion of the community, and this fact shall be documented.
- Organization or person who made a significant contribution to the park or facility being named. Contribution, whether years of service or monetary donation, should be extensive and substantial.
- Person who made a significant contribution to the park district as a whole over an extended period of time. It should be someone who has contributed in a definitive and outstanding manner to the betterment of the park district and its citizens.

3. Submitting a Name Request

To submit a name to the Executive Director:

- Document the reasoning for the requested name and show community support~~ that includes neighbors of the park or facility in the request~~. To *change* the name of a park or facility, valid and adequate reasons must be given in the request to the Executive Director.
- Requests commemorating a person's name shall include a biographical profile and written certification by the applicant that they have secured the necessary permissions or approvals to utilize the proposed name in the manner requested.~~approval from that person (or next of kin if that person is deceased.~~
- At the meeting with the Executive Director or his/her designee, present the request and submit copies of the written recommendation including any historical documentation and a biographical profile.

After the presentation and submission of written materials, the Executive Director will forward all pertinent materials to the Board of Commissioners for consideration.

4. Approval Process

The approval process is a determination of the appropriateness of the requested name according to the standards set forth in this document. Wheaton Park District staff has primary responsibility for completing all duties required for this determination. The approval process shall begin with an evaluation period based on the type of name request.

a. If the name request commemorates a person or group, a 30-day evaluation period shall begin upon presentation and written submission to the Board of Commissioners. ~~The evaluation process shall include a careful review of the person or group being recognized in the request and community~~~~neighborhood meetings to inform the adjacent public about the request.~~

b. The final decision for naming parks and facilities shall always remain in control of the Wheaton Park District Board of Park Commissioners.

c. After the name is approved by the Park Board, the Park District will provide signs where appropriate. If requested, the district may also provide additional signs displaying background information about the name. The Park District shall keep a permanent record of the naming process.

5. Alternatives

If the requested name does not meet the criteria, two alternatives exist to commemorate a person and/or a name. These include the Wheaton Park District *Memorial Tree* and *Memorial Bench* programs.

EXHIBIT B

Cosley Zoo Naming Addendum

Cosley Zoo Naming Addendum

An Addendum to the Wheaton Park District Parks, Facilities, Trails and Open Space Naming Policy

Approved by the Wheaton Park District Board of Commissioners:

{Insert Date of Approval}

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1. Applicability

This Cosley Zoo Naming Addendum supplements the Wheaton Park District Parks, Facilities, Trails and Open Space Naming Policy dated September 2007 ("District Naming Policy") as it applies to assets located at Cosley Zoo. Except as expressly supplemented herein, all provisions of the District Naming Policy shall remain in full force and effect.

The Wheaton Park District recognizes that naming recognition serves multiple public purposes by honoring exceptional philanthropy, preserving community history, strengthening community partnerships, and encouraging philanthropic investment that advances the mission and long-term sustainability of Cosley Zoo. Through thoughtful naming recognition, the contributions of donors and community leaders may be recognized in a manner consistent with the mission.

Naming opportunities supported through philanthropic gifts are intended to be developed collaboratively by the Wheaton Park District, Cosley Zoo, and the Cosley Foundation. Naming opportunities may be identified as part of campaign planning, master planning, exhibit development, or other fundraising initiatives.

The Wheaton Park District recognizes the Cosley Foundation as its principal philanthropic partner for Cosley Zoo and that the Foundation is responsible for leading the identification, cultivation, solicitation, and stewardship of philanthropic support that may result in naming recognition under this Addendum.

The Cosley Foundation shall retain independent authority regarding fundraising activities, donor cultivation, solicitation, acceptance of charitable gifts, and donor stewardship in accordance with its governing documents and policies. Nothing in this Addendum shall be construed to limit the Foundation's independent corporate governance authority or limit the independent authority of the Cosley Foundation with respect to fundraising activities, donor cultivation, gift acceptance, and administration of charitable funds under Foundation policies.

The Wheaton Park District retains sole authority over naming recognition associated with Park District-owned assets, facilities, exhibits, programs, and properties, including the right to approve or deny naming recognition for any Zoo Asset in accordance with the Wheaton Park District's Naming Policy and this Addendum. The Addendum preserves the Wheaton Park District's responsibility to steward public assets in the best interests of the community. Acceptance of a charitable gift by the Cosley Foundation does not create any right to naming recognition of Wheaton Park District assets.

For purposes of this Addendum:

2026 District Naming Policy means the District Naming Policy as amended by this Cosley Zoo Naming Addendum.

Zoo Asset means any Cosley Zoo program, building, exhibit, habitat, animal care facility, landscape feature, structure, room, space, improvement, or other real or personal property owned or controlled by the Wheaton Park District at Cosley Zoo that the Wheaton Park District determines appropriate for naming recognition.

Charitable Gift Agreement means the written agreement documenting a donor's philanthropic gift, pledge, or intention to directly grant or to authorize a controlled entity to grant to Cosley Zoo or the Cosley Foundation.

Significant Charitable Contribution means a philanthropic contribution determined by the Wheaton Park District or their designee(s), in consultation with the Cosley Foundation, to warrant naming recognition based upon its philanthropic significance and relationship to the applicable Zoo Asset.

Naming Recognition means the public recognition granted by the Wheaton Park District or its designee(s) in acknowledgment of a Significant Charitable Contribution.

Naming Recognition Agreement means the written legal agreement establishing the terms and conditions governing Naming Recognition.

Wheaton Park District Responsibilities: Asset Ownership, Zoo operations, Naming approvals, Signage approval and public property decisions

Cosley Foundation Responsibilities: Fundraising, Campaign management, Donor cultivation, Gift acceptance, Stewardship and Endowment management

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2. Supplemental Naming Criteria

In addition to the naming criteria established in the District Naming Policy, the Wheaton Park District may grant Naming Recognition for Zoo Assets to:

a. reflect the animal species associated with the Zoo Asset; and

b. acknowledge Significant Charitable Contributions that advance the mission, programs, facilities, or long-term sustainability of Cosley Zoo.

Naming Recognition may honor:

a. an individual, family, corporation, foundation, or other organization recommended for recognition by the entity providing a Significant Charitable Contribution to Cosley Zoo or the Cosley Foundation;

b. an individual whose leadership or service has substantially benefited Cosley Zoo or the Wheaton Park District; or

c. an individual, family, corporation, foundation, or other organization designated by a qualifying donor for recognition or memory, subject to approval by the Wheaton Park District.

Naming Recognition may be initiated by:

a. the Executive Director of the Wheaton Park District ("Executive Director");

b. the Cosley Zoo Director;

c. the Cosley Foundation; or

d. an individual, family, business, foundation, or other organization proposing a Significant Charitable Contribution or their legal representative.

Naming Recognition may be considered for an existing Zoo Asset or a planned Zoo Asset, neither of which is presently subject to an active Naming Recognition Agreement.

The Executive Director, in consultation with the Cosley Zoo Director and the Cosley Foundation, shall determine the suitability and availability of naming opportunities based upon campaign priorities, fundraising objectives, donor intent, the significance of the proposed Significant Charitable Contribution in relation to the significance of the named Cosley Zoo Asset, and the long-term interests of Cosley Zoo. Naming opportunities may recognize one or more Significant Charitable Contributions when determined appropriate by the Wheaton Park District or their designee(s).

Naming Recognition is a discretionary form of donor recognition granted at will by the Wheaton Park District and is not an entitlement arising from any philanthropic contribution.

The Wheaton Park District is under no obligation to offer Naming Recognition for any Zoo Asset or to approve any proposed Naming Recognition.

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3. Supplemental Review and Approval Process

A request for Naming Recognition for a Zoo Asset shall be reviewed in accordance with the 2026 District Naming Policy.

The Cosley Foundation and the Cosley Zoo Director shall participate in the review of proposed philanthropic naming opportunities and may provide recommendations regarding donor recognition, philanthropic gift commitments, and stewardship considerations.

The Executive Director may invite the applicant to present the proposed Naming Recognition to representatives of the Wheaton Park District, Cosley Zoo, the Cosley Foundation, and/or the Wheaton Park District Board of Commissioners, as appropriate.

Notwithstanding the approvals required by the District Naming Policy, final approval of Naming Recognition of Cosley Assets shall rest with the Executive Director of the Wheaton Park District, except for the renaming of Cosley Zoo, which requires approval from the Wheaton Park District Board of Commissioners. The Executive Director may delegate administrative responsibilities associated with the 2026 District Naming Policy to the Zoo Director or other designated employees.

The Wheaton Park District recognizes that successful philanthropic fundraising requires timely and flexible engagement with prospective donors. Accordingly, the Cosley Foundation is authorized to develop, discuss, and negotiate prospective naming opportunities, including preliminary naming concepts and gift structures, provided that no Naming Recognition shall become effective unless approved by the Wheaton Park District or its designee(s) in accordance with this Addendum and documented in an executed Naming Recognition Agreement (defined below).

The Wheaton Park District shall consult with the Cosley Foundation when reasonably practical before denying or materially modifying a proposed philanthropic naming opportunity.

The Wheaton Park District and the Cosley Foundation may decline to participate in any proposed Naming Recognition that either determines to be inconsistent with its respective mission, values, or long-term interests.

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4. Naming Recognition Agreement

All Naming Recognition shall be consistent with the provisions of the 2026 District Naming Policy and be documented through a written Naming Recognition Agreement executed by authorized representatives of the Wheaton Park District, the Cosley Foundation, and the donor or the donor's legal representative. When applicable, the Naming Recognition Agreement shall be supported by a corresponding Charitable Gift Agreement.

Approval of a Charitable Gift Agreement does not, by itself, constitute approval of Naming Recognition unless expressly granted through an executed Naming Recognition Agreement.

The Naming Recognition Agreement shall establish, as applicable:

a. the Zoo Asset receiving Naming Recognition;

b. the approved naming designation;

c. the duration of the Naming Recognition;

d. the philanthropic gift or pledge supporting the Naming Recognition;

e. the payment schedule, if applicable;

f. the recognition to be provided; and

g. such additional terms and conditions as the Wheaton Park District or its designee(s) determines appropriate.

Naming discussions, proposed naming opportunities, philanthropic gift negotiations, and draft agreements shall remain confidential until approved by all required parties unless disclosure is otherwise required by law.

Naming Recognition does not create a property interest, ownership right, exclusive use, operational authority, or any other legal or equitable interest in a Zoo Asset.

Naming Recognition may not be assigned or transferred without the prior written consent of the Wheaton Park District.

In the event of any inconsistency between the 2026 District Naming Policy and an executed Naming Recognition Agreement, the terms of the Naming Recognition Agreement shall control.

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5. Naming Recognition

The Wheaton Park District shall determine the nature, design, placement, installation, maintenance, modification, and removal of all Naming Recognition.

Naming Recognition may be provided through signage, donor recognition displays, publications, maps, digital media, websites, or other forms of public recognition determined appropriate by the Wheaton Park District.

The appearance, materials, size, and location of all Naming Recognition shall be determined by the Wheaton Park District in a manner consistent with the character of Cosley Zoo and the stewardship of public assets.

Unless otherwise provided in the applicable Naming Recognition Agreement, Naming Recognition for a newly constructed or substantially renovated Zoo Asset shall generally be installed following completion of construction and satisfaction of the applicable requirements of the Charitable Gift Agreement and Naming Recognition Agreement.

The duration of Naming Recognition shall be established in the applicable Naming Recognition Agreement and shall reflect the nature of the philanthropic contribution, the anticipated useful life of the Zoo Asset, and the interests of Cosley Zoo. Naming Recognition may be granted for a specified term, not to exceed the useful life of the Zoo Asset.

Unless otherwise provided in the Naming Recognition Agreement, Naming Recognition shall become effective upon execution of the Naming Recognition Agreement and satisfaction of any conditions established therein.

If a Zoo Asset is renovated, expanded, relocated, repurposed, replaced, or removed, the Wheaton Park District may determine, in consultation with the Cosley Foundation, whether the Naming Recognition should be retained, transferred to a comparable Zoo Asset, modified, renewed, or discontinued.

Upon expiration of a Naming Recognition Agreement, the Wheaton Park District may renew the Naming Recognition, retire the naming designation, or make the naming opportunity available for future philanthropic support.

6. Modification or Discontinuation of Naming Recognition

The Wheaton Park District shall administer the 2026 District Naming Policy in a manner that advances the mission, programs, and facilities of Cosley Zoo, recognizes exceptional philanthropy, preserves public confidence in the stewardship of public assets, and maintains flexibility for future generations.

After consultation with the Cosley Foundation, the Wheaton Park District may modify or discontinue Naming Recognition if:

a. the Naming Recognition Agreement expires;

b. the donor materially fails to satisfy the obligations of the applicable Charitable Gift Agreement or Naming Recognition Agreement following any required notice and opportunity to cure;

c. the named individual or organization engages in conduct or becomes associated with activities that, in the reasonable judgment of the Wheaton Park District, would bring discredit upon, materially damage the reputation of, or otherwise be inconsistent with the mission, values, or public trust of the Wheaton Park District or Cosley Zoo;

d. other extraordinary circumstances arise that make continuation of the Naming Recognition inconsistent with the mission of Cosley Zoo, the public interest or the purposes of the 2026 District Naming Policy.

The death of an individual for whom Naming Recognition has been granted shall not, by itself, constitute grounds for modifying or discontinuing Naming Recognition.

Upon discontinuation of Naming Recognition, the Wheaton Park District may retire the naming designation and make the naming opportunity available for future philanthropic support.

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7. Operational Authority

Nothing in the 2026 District Naming Policy, any Naming Recognition Agreement, or any Charitable Gift Agreement shall limit the authority of the Wheaton Park District to own, manage, maintain, improve, renovate, expand, relocate, repurpose, replace, or remove any Zoo Asset whenever the Wheaton Park District determines such action to be in the best interests of Cosley Zoo or the Wheaton Park District community.

Naming Recognition does not create any right to the continued existence, operation, or location of a Zoo Asset.

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8. Effective Date

This Cosley Zoo Naming Addendum shall become effective upon approval by the Wheaton Park District Board of Commissioners and shall thereafter be incorporated into the Wheaton Park District Parks, Facilities, Trails and Open Space Naming Policy.

The Wheaton Park District Board of Commissioners reserves the right to amend, suspend, or repeal the 2026 District Naming Policy at any time.

TO: Board of Commissioners

FROM: Brian Kimbrough, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Comprehensive Plan Update – Toohey Park

DATE: August 5, 2026

SUMMARY:
Previously staff created the 2016-2020 comprehensive plan for the Wheaton Park District. Part of the plan included improvements related to Toohey Park. Many of the items identified for the park on that plan are still relevant today. As the amenities int the park have continued to age a few additional items we added to the plan. While staff investigated grant opportunities to help fund park improvements, it was brought to our attention that having an updated comprehensive plan for the park would aid the application.

PREVIOUS COMMITTEE/BOARD ACTION:
It has been previously requested that we obtain board approval prior to applying for any grants.
A resolution to apply for an OSLAD Grant was approved at the September 3, 2025 board meeting authorizing the OSLAD Grant application for Toohey Park Improvements. Upland Design presented the concept plan at that same meeting.

REVENUE OR FUNDING IMPLICATIONS:
The proposed budget for 2027 and 2028 allocates funding for these improvements, provided the grant is awarded. Should the grant application not be successful the need still exists to renovated existing amenities that are aging.

STAKEHOLDER PROCESS:
Staff have been engaged with Upland Design, our consultant, in the development of the concept plans. Additionally, an online survey and a public meeting were conducted in 2025 to gather further input on the proposed concept.

LEGAL REVIEW:
N/A

ATTACHMENTS:
Pages from the comprehensive plan updated for Toohey Park.

ALTERNATIVES:
N/A

RECOMMENDATION:
It is recommended that the Wheaton Park District Board of Commissioner's approve the updated comprehensive plan for Toohey Park.

STRATEGIC PLAN 2016-2020

OUR MISSION & VALUES

The mission of the Wheaton Park District is to enrich the quality of community life through a diversity of healthy leisure pursuits and heightened appreciation for our natural world.

VISION – We, the Wheaton Park District team, commit to service excellence, financial stability, and an enriched quality of life for our stakeholders. We accomplish this through continuous improvement of people and systems while living our values.

INTEGRITY | FUN | ADAPTABILITY & GROWTH | COMMITMENT | KINDNESS | SERVICE

1 MEASUREMENT, SURVEY, & ANALYSIS

- Improve consistency and effective communication within measurement and analysis
- Develop a road map for collection, examination, and interpretation
- Develop a forum for gathering feedback
- Implement a strategy of disseminating information for the purpose of continuous improvement

2 BOARD, PARTNERSHIP, & COMMUNITY ENGAGEMENT

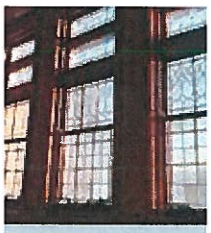
- Review communication and engagement strategies with the board, partners and community
- Create consistency with partnership levels, evaluate community outreach, and discuss ways to make park district more engaging

3 INTERNAL COMMUNICATION EXCELLENCE

- Aim for a workplace of consistency and distinctive excellence
- Improve and regularly update the Intranet, follow best communication practices, and enhance new employee orientation
- Seek to improve all types of communication

4 PROGRAM & RECREATION SERVICES

- Work to serve the entire community through programs, events, and services
- Align with the district's mission, vision, values, and community feedback
- Explore internal partnerships and cross marketing opportunities to expand our reach



5 FACILITY PLANNING FOR PROFIT & SUSTAINABILITY

- Seek opportunities for facilities to maximize profits in an effort to reduce dependency on property taxes
- Incorporate sustainability and profitability into facility missions and visions

6 GREENING YOUR PARK DISTRICT

- Ensure that our actions minimize our impact on the environment and that this message is communicated to those we serve
- Explore, educate, and implement practices and improvements that reduce our consumption and waste

MASTER PLAN | PARKS & OPEN SPACE

- Provide an environment for staff and community to be engaged and aware of the opportunities and amenities within the district
- Continuously seek to improve and develop our assets while improving environmental sustainability

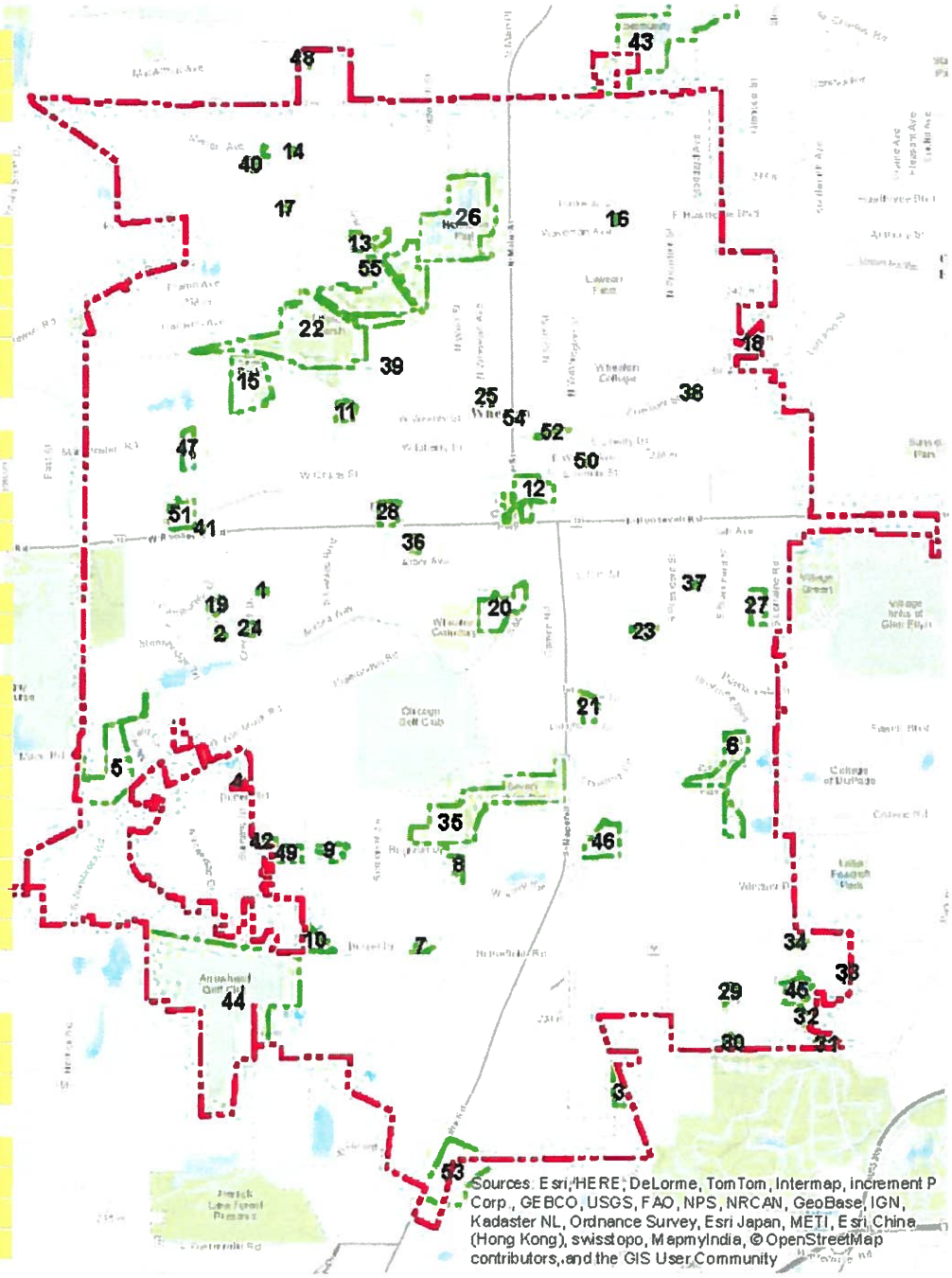
Parks and Open Space

Park Maps & Project Lists

Selections Updated August 19, 2026

District Wide

Park Name	#
Albright Park	31
American Legion	48
Appleby Park	30
Arboretum Mews	03
Arrowhead Golf Club	44
Arrowhead Golf Course	44
Arrowhead Park	04
Atten Park	05
Blacksmith Park	33
Briar Knoll Park	21
Briar Patch Park	06
Brighton Park	09
C. L. Herrick Park	17
Central Park/ Central Athletic Center	12
Chatham Park	08
Clocktower Commons	52
Clydesdale Park	34
Community Center	46
Cosley Zoo	13
Coventry Park	14
Danada South	53
DuPage County Historical Museum	54
Dorset Park	10
Firefighters Park	51
Graf Park/ Monroe Middle School	15
Hawthorne Junction	16
Hillside Tot Lot	50
Hoffman Park	18
Hull Park	29
Hurley Gardens	19
Kelly Park/ Edison Middle School	20
Lincoln Marsh Natural Area	22
Lincoln Park	23
Madison Park	24
Memorial Park	25
Northside Family Aquatic Center	26
Northside Park	26
Orchard Park	42
Prairie Path Park	36
Presidents Park	27
Rathje Park	28
Rice Pool & Water Park	46
Ridge Park	07
Roosevelt & Hazelton	41
Scottdale Park	45
Scotts Cover Park	32
Seven Gables Park	35
Sunnyside Park	37
Toohey Park	49
Triangle Park	38
W. W. Stevens Park	39
Westhaven Park	01
Wexford Park	02
Willow Point	40



0 0.25 0.5 1 1.5 2 Miles

N

Parks with specific projects

Parks without a specific project

District-wide

Map Location	Priority	Budget	Complexity	Description
WPD 01	2	$		Explore opportunities to improve parking throughout district.
WPD 02	2	$		Explore suitable location for pickleball
WPD 03	2	$		Work with others to encourage pedestrian and bike access
WPD 04	2	$		Explore Centralized Satellite Fitness Facility
WPD 05	2	$		Explore additional athletic space with synthetic turf
WPD 06	2	$		Recycling
WPD 07	2	$$		Explore opportunities for additional indoor athletic space
WPD 08	3	$		Indoor tennis-Explore interest and options
WPD 09	3	$$		Explore Indoor Pool "Aquatic center"

Priority	
1	Must Do
2	Should Do
3	Could Do

Budget	
$	< $25K
$$	$25K to <$100K
$$$	$100K to <$500K
$$$$	$500K to <$1M
$$$$$	$1M +

Complexity	
	Least
	Moderate
	Most

	Building		Concessions		Fence		Fishing		Misc.
	Misc.		Misc.		Highlight		Irrigation		Lights
	Line Other		Parking		Path		Picnic Area		Restrooms
	Road		Sign		Shelter		Sports		

Toohey Park

TOO 01
TOO 09
TOO 14
TOO 02
TOO 16
TOO 04
TOO 06
TOO 11
TOO 08
TOO 12
TOO 10
TOO 13
TOO 05
TOO 07
TOO 15
TOO 08
TOO 10
TOO 03

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

0 30 60 120 180 240 Feet

N

Address: 1900 Orchard

Size: 7.20 ac.

Toohey Park

Map Location	Priority	Budget	Complexity	Description
TOO 01	1	$		Improve front signage
TOO 02	1	$		Upgrade the well
TOO 03	2	$		Improve the city's concrete sidewalk
TOO 04	2	$		Add outdoor lighting for Safety City
TOO 05	2	$		Tree removal (Cottonwoods)
TOO 06	2	$		"Face lift" for Safety City
TOO 07	3	$$		Dredge pond
TOO 08	3	$$		Replace existing gazebo and bridge on island
TOO 09	3	$$		Add parking lot lights
TOO 10	3	$$		Add picnic pavilion/gazebo/lighting in open space for rentals
TOO 11	3	$$		Additional Parking
TOO 12	3	$$$		Add exterior bathroom facilities
TOO 13	1	$$$		Replace 2-5 yr. old playground & add 5-12yr. old playground
TOO 14	1	$$		Additional walking paths & connection to Orchard Park
TOO 15	1	$$$		Native plantings for shoreline stabilization
TOO 16	2	$		Sports practice field

Components highlighted above are priorities for the community to improve the recreation at Toohey Park and are included in the plan submitted with the OSLAD Grant application.

Priority	
1	Must Do
2	Should Do
3	Could Do

Budget	
$	< $25K
$$	$25K to <$100K
$$$	$100K to <$500K
$$$$	$500K to <$1M
$$$$$	$1M +

Complexity	
	Least
	Moderate
	Most

	Building		Concessions		Fence		Fishing		Misc.
	Misc.		Misc.		Highlight		Irrigation		Lights
	Line Other		Parking		Path		Picnic Area		Restrooms
	Road		Sign		Shelter		Sports		

TO: Board of Commissioners

FROM: Brian Kimbrough, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: 2027 OSLAD Grant Application – Toohey Park

DATE: August 5, 2026

SUMMARY:

The State of Illinois has allocated funds in 2027 for the OSLAD Grant program. This is the program that previously funded several park projects. Most recently $317,500 was awarded for the Briar Patch Park improvements project in 2022.

Toohey Park was purchased in 2000 and redeveloped with the current park improvements in 2001-2002. The 2-5 year old playground was added in 2003. Since that time there have been no significant updates to the park.

We have identified several projects at Toohey Park that would make an ideal application including:

- A new picnic shelter
- Loop trail with connection to Orchard Park
- New playground for school age children
- Replacement of playground for 2-5 year old children
- New half field for soccer practice
- New game area
- Island focal point
- Safety City renovation and improvements
- Pond shoreline improvements.

Combined, this work would total approximately $1,200,000, of which OSLAD could match 50% up to $600,000. Additionally work related to dredging is also being considered. The scope of this work may be discussed further as the project progresses.

PREVIOUS COMMITTEE/BOARD ACTION:

It has been previously requested that we obtain board approval prior to applying for any grants.
A similar resolution was approved at the September 3, 2025 board meeting authorizing the OSLAD Grant application for Toohey Park Improvements. Upland Design presented the concept plan at that same meeting.

REVENUE OR FUNDING IMPLICATIONS:

The proposed budget for 2027 and 2028 allocates funding for these improvements, provided the grant is awarded. Should the grant application not be successful the need still exists to renovated existing amenities that are aging.

STAKEHOLDER PROCESS:
Staff have been engaged with Upland Design, our consultant, in the development of the concept plans. Additionally, an online survey and a public meeting were conducted in 2025 to gather further input on the proposed concept.

LEGAL REVIEW:
N/A

ATTACHMENTS:
Resolution 2026-04

ALTERNATIVES:
N/A

RECOMMENDATION:
It is recommended that the Wheaton Park District Board of Commissioner's approve the application for the 2027 OSLAD Grant program for Toohey Park Improvements.

Resolution

The Wheaton Park District (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date end the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution of Authorization - Adoption Date: _____,2026

Resolution of Authorization - Attested by Name: _____

Resolution of Authorization - Attested by Title: _____

Resolution of Authorization - Attestation Date: _____, 2026

WHEATON PARK DISTRICT

RESOLUTION 2026-04

A RESOLUTION AUTHORIZING AND APPROVING OSLAD GRANT PROGRAM RESOLUTION OF AUTHORIZATION

WHEREAS, the Wheaton Park District ("Park District") is pursuing an Open Space Lands Acquisition and Development ("OSLAD") grant to facilitate the redevelopment of certain Park District owned property; and

WHEREAS, the OSLAD grant program is a state financed, matching grant program that provides funding assistance to local government agencies, including park districts, for acquisition and/or development of land for public outdoor recreation areas; and

WHEREAS, the OSLAD grant application process requires the completion and submission of a variety of forms and other documentation, including the "OSLAD Grant Program Resolution of Authorization" form ("Authorization Form"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Authorization Form requires the Park District to make a series of certifications and acknowledgements regarding its commitment to the program, its willingness and ability to complete the proposed redevelopment project, including possessing the necessary funds to do so, and its agreement to comply with a variety of enumerated Federal and State laws, and certain other rules and regulations; and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that the redevelopment of certain Park District owned property using the matching funds provided by the OSLAD grant is in the best interests of the Park District, its residents, and the general public, and hereby authorizes and approves the execution of the Authorization Form in connection therewith in the form attached hereto as Exhibit A.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois as follows:

Section 1: The foregoing recitals are incorporated in and made a part of this Resolution as though fully set forth herein.

Section 2: The form, terms and provisions of the proposed Authorization Form attached hereto as Exhibit A, including all acknowledgement and certifications set forth therein, are hereby in all respects authorized and approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the Authorization Form in the name and on behalf of the Park District, substantially in the form attached hereto as Exhibit A.

Section 3: The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take any and all actions and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the Authorization Form.

Section 4: All or parts of any motions or resolutions conflicting with any of the provisions of this Resolution be and the same are hereby modified or repealed to the extent of such conflict. If any item or portion of this Resolution is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remainder of this Resolution.

Section 5: This Resolution shall be in full force and effect from and after its adoption as provided by law.

Adopted by the affirmative roll call vote of the Board of Park Commissioners of the Wheaton Park District this 19th day of August, 2026.

AYES:_____

NAYS:_____

ABSTENTION:_____

ABSENT:_____

_____
PRESIDENT

ATTEST:

_____
SECRETARY

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, and as such I am the keeper of the records and files of the Board of Park Commissioners of said Park District.

I further certify that the foregoing is a full, true and complete copy of Resolution No. 2026-04 titled:

A RESOLUTION AUTHORIZING AND APPROVING OSLAD GRANT PROGRAM RESOLUTION OF AUTHORIZATION

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held in Wheaton, Illinois at 5:00 p.m. on the 19th day of August, 2026.

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

IN WITNESS WHEREOF, I hereunto affix my official signature in Wheaton, Illinois, this 19th day of August, 2026.

_____
Secretary, Board of Park Commissioners
Wheaton Park District
DuPage County, Illinois

EXHIBIT A

OSLAD Grant Program Resolution of Authorization Form OS/DOC-3

Exhibit A

Resolution of Authorization

Resolution of Authorization - Applicant (Sponsor): *

Resolution of Authorization - Project Title: *

Resolution

The abovenamed Sponsor hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution of Authorization - Adoption Date: *

MM/DD/YYYY

Resolution of Authorization - Attested by Name: *

Resolution of Authorization - Attested by Title: *

Resolution of Authorization - Attestation Date: *

MM/DD/YYYY

TO: Board of Commissioners
FROM: Brian Kimbrough, Director of Parks and Planning
Ian Pickett, Assistant Director of Parks and Planning
THROUGH: Michael Benard, Executive Director
SUBJECT: Quick Pitch Infield Mix Procurement
DATE: August 5, 2026

SUMMARY

Staff completed infield renovations using Quick Pitch Infield Mix at Atten Fields 15, 16, and 19. To continue renovating infields with Quick Pitch infield mix, we will need to order more material. The current purchase order covers 1, 150 tons of material. Through the most recent renovation at Atten 19, we have used 870 tons. We estimate we will need up to 1,600 tons of additional material to complete all fields at Atten and CAC. Accordingly, a new purchase order is necessary.

Quick Pitch is produced from a quarry owned by Waupaca Sand Solutions Inc. in Wisconsin. No equivalent product is available from any other vendor that can match the composition, color, and performance characteristics of Quick Pitch.

We recommend to approve the procurement of up to 1,600 additional tons of Quick Pitch Infield Mix directly from Waupaca Sand Solutions as they are the sole source of this proprietary material for $164,272.00.

PREVIOUS COMMITTEE/BOARD ACTION:

Quickpitch Infield Mix was discussed with the 2026 Ballfield Infield Improvement project at the January 17, 2026 Capital Projects Special Board Meeting. In April 2026, the Board of Commissioners approved the procurement of 1,150 tons of Quick Pitch infield material for a cost of $121,382.50.

REVENUE OR FUNDING IMPLICATIONS:

There is $375,000.00 budgeted in FY26 Capital for infield improvements, including purchasing of the infield material. The Baseball Softball Board of Control is funding 25% of the project ($93,750); the Wheaton Park District is funding 75% of the project with Capital Reserves ($281,250).

STAKEHOLDER PROCESS:

The projects are partially funded by the Baseball Softball Board of Control at 25%. Timelines and project logistics will be discussed and agreed upon with the BSBC, the Athletics department, and the Parks and Planning department.

LEGAL REVIEW:

The sole source procurement was previously approved by legal counsel before the April 2026 Board Meeting.

ATTACHMENTS:

Please see attached sole source letter from Waupaca Sand & Solutions, the architectural specifications, and the proposal.

ALTERNATIVES:

There are no alternate products with equivalent capabilities and properties.

RECOMMENDATION

It is recommended that the Wheaton Park District Board of Commissioners accept the proposal from Waupaca Sand & Solutions as the sole source provider of Quick Pitch for $164,272.00 for 1,600 tons of additional material.

Note: Fixed costs per truckload are the material cost ($47.00/ton) and the freight costs ($46.20/ton), for a total of $93.20/ton. Due to the current market conditions, there is an additional fuel surcharge per truckload. It is currently quoted at $9.47/ton, but this is an estimated average and it will fluctuate with the market. Year-to-date, our most expensive loads have cost $105.81/ton and our cheapest has been $99.79/ton. For the current quote, we negotiated the price of material down to help offset the volatile costs of fuel.

Sole Source Vendor Letter

Date: April 01, 2026

To Whom It May Concern,

This letter serves as confirmation that Quick Pitch®, a red limestone baseball diamond infield mix, is a proprietary product produced exclusively by Waupaca Sand & Solutions.

Quick Pitch® is manufactured using a unique red limestone material that is mined directly from Waupaca Sand & Solutions pits. Due to the distinct geological characteristics of this material and our exclusive access to the source deposits, no other vendor or manufacturer is capable of producing this specific product.

Because of these unique raw material sources and proprietary processing methods, Waupaca Sand & Solutions is the sole supplier of Quick Pitch® red limestone infield mix. No equivalent product is available from any other vendor that can match the composition, color, and performance characteristics of Quick Pitch®.

For procurement purposes, Quick Pitch® should be considered a sole source product available only from Waupaca Sand & Solutions.

If additional information is required, please contact Waupaca Sand & Solutions.

Sincerely,

Kyle Rosenberg

Vice President of Sales
Waupaca Sand and Solutions
E3481 Royalton St
Waupaca WI 54981
krosenberg@waupacasand.com

Waupaca Sand & Solutions
E3481 Royalton Street, Waupaca, WI 54981
Ph: 715-258-8566 - Fax: 715-256-3983
www.WaupacaSand.com

Quote Number: 15255

QUOTE

Bill To:

WHEATON PARK DISTRICT
855 W PRAIRIE AVE
WHEATON IL 60187
USA

Phone: Fax:

Terms: NET 30

Ship To:

CENTRAL ATHLETIC COMPLEX
500 S NAPERVILLE RD
WHEATON, IL 60187

Date: 7/20/2026
Expires: 8/19/2026
Quoted By: MORGAN OPPOR

Fuel Surcharge is based off a current 20.5% Fuel Surcharge. Please verify the FSC at the time of order.

Line	Part	Description	Quantity	Unit Price	Ext. Price
1	050152	QUICKPITCH RED INFIELD MIX	1,600.00TON	$47.00 TON	75,200.00
2	090010	FREIGHT - WAUPACA WSS	1,600.00TON	$46.20 TON	73,920.00
3	090999	FUEL SURCHARGE (TON)	1,600.00TON	$9.47 TON	15,152.00

Lines Total	164,272.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	**164,272.00**

- ***Sales tax is not included in price unless otherwise indicated.***
- ***WS&S may add a fuel surcharge in addition to the above quoted prices to reflect increased fuel costs at time of delivery. Please confirm pricing and any applicable fuel surcharges when placing your order.***
- All products will be delivered to one general stockpile located on a hard compact surface and easily accessible. All delivery sites to be in good driving condition and out of flood plain.
- Deliveries requiring drivers to wait longer than their scheduled 15 minutes of unloading time may be assessed an additional wait time rate of $85.00 per hour.
- All changes & cancellations must be complete, specific, in writing and acknowledged by Faulks Bros. Construction a minimum of 12 hours prior to scheduled delivery time.
- All additional independent testing, when required, and the cost of shipping, is the responsibility of the Customer..

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

Quickpitch Red Limestone Infield Mix
Baseball or Softball Field Infield Skin Surface

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the material and labor requirements for construction of a complete infield skin surface for the following items:

1. Quickpitch Red Limestone Infield Mix

B. Related Sections include, but are not limited to:

1. Site Preparation
2. Earthwork

1.2 SUBMITTALS

A. Prior to commencement of construction, contractor shall submit a sample of product to be utilized, and an independent laboratory test result indicating the particle size analysis and sand/silt/clay content of the product for approval from Owner's Representative. Tests shall be performed in accordance with ASTM F-1632.

1.3 PROJECT/SITE CONDITIONS

A. All site work and earth work shall be performed in accordance with the preceding sections.

B. Verify dimensions, compaction, and grading of sub base material prior to placement of the infield skin material.

C. Where infield skin material is indicated on plans to fit with other construction, verify dimensions of other construction prior to placement of infield skin material.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer of materials specified shall have a minimum of five successful installations of similar projects and materials, or approval by manufacturer.

PART 2 – PRODUCTS

2.1 INFIELD MIX MANUFACTURERS

A. Quickpitch Red Limestone Infield Mix is provided by the following manufacturer:

1. Waupaca Sand & Solutions, E3481 Royalton Street, Waupaca, WI 54981, Phone 715-258-8566, Fax: 715-256-3983, Website www.WaupacaSand.com, Email info@WaupacaSand.com

2.2 INFIELD MIX MATERIALS

A. Quickpitch Red Limestone Infield Mix manufactured by Waupaca Sand & Solutions, E3481 Royalton Street, Waupaca, WI 54981, Phone 715-258-8566

B. Particle Size Specification
1. 100% of content shall be limestone.
2. Particle size distribution shall be as follows:

% Passing	mm	US Sieve
90-100%	Gravel 2.0	10
70-80%	V. Coarse 1.0	18
50-70%	Coarse 0.5	35
35-55%	Medium 0.25	60
30-40%	Fine 0.15	100
20-30%	V. Fine 0.05	270

C. Color Specification
1. Wet color shall be 2.5YR 4/6 Red on Munsell Color Chart.
2. Dry color shall be 2.5YR 6/6 Light Red on Munsell Color Chart.

Waupaca Sand & Solutions
Division of Faulks Bros. Construction, Inc.
E3481 Royalton Street Ph: 715-258-8566
Waupaca, WI 54981 Fax: 715-256-3983
www.WaupacaSand.com

PART 3 – EXECUTION

3.1 SUB BASE VERIFICATION

A. Contractor shall verify that the sub base has been prepared according to specifications with regard to compaction and grade, and is free of debris prior to placement of infield skin material.

3.2 INFIELD MIX PLACEMENT

A. Place material in 2 inch lifts and compact. Scarify the surface to facilitate bonding of the next lift. Repeat until finish grade elevation is achieved.

B. Depth of material shall be 4 inches to 6 inches when compacted and finished.

C. Finish grade material with a box blade, laser grader, or equal, according to plans. A 0.5%-1.0% slope towards drainage areas is recommended to facilitate surface drainage.

3.3 INSPECTION

A. Entire playing field shall be checked for irregularities through visual observation and laser survey equipment and adjusted to meet the finish grade per the plans. Compacted Quickpitch Red Limestone Infield Mix shall be firm with no soft areas.

END OF SECTION

TO: Board of Commissioners

FROM: Greg Bockheim, Cosley Zoo Director
Brian Kimbrough, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Cosley Zoo "Burrows to Branches" Programming, Concept Development, and Cost Estimating Services Proposal

DATE: August 5, 2026

SUMMARY:
Recently, Cosley Zoo completed schematic design for the next phase of zoo exhibit renovations that is being referred to as "Burrows to Branches." As the project moves towards raising the necessary funds to construct these improvements, the Wheaton Park District and the Cosley Foundation would like proceed detailed cost estimation. Staff requested a proposal from Featherstone for programming, concept development, and cost estimating services. Their firm provided similar services for the Memorial Park project.

Additionally, AFH Design will be asked to provide a proposal for further design services. The goal is to further develop the project programming and concept design into measurable, quantifiable deliverables suitable for cost estimating. A civil engineer will also be engaged to assess the existing site infrastructure and develop the civil information needed to evaluate utilities, grading, drainage, stormwater management, paving, accessibility, demolition, relocations, service capacity, and other site-related requirements.

PREVIOUS COMMITTEE/BOARD ACTION:
The Cosley Zoo "Burrows to Branches" plan was presented at the May 20, 2026 board meeting and approved.

REVENUE OR FUNDING IMPLICATIONS:
These services are proposed to be funded by the Cosley Foundation. It will be discussed at their July 24, 2026 meeting.

STAKEHOLDER PROCESS:
Cosley staff will be involved throughout the design process.
The plan was posted online for public comment and a public meeting was held at Cosley Zoo on May 2, 2026 to present the plan.

LEGAL REVIEW:
N/A

ATTACHMENTS:
Featherstone Proposal

ALTERNATIVES:
N/A

RECOMMENDATION:
It is recommended that the Wheaton Park District Board of Commissioners approve for the Cosley Zoo programming, concept development, and cost estimating services with Featherstone Inc. in an amount not to exceed $33,150 (pending a commitment by the Cosley Foundation to reimburse this cost).

Featherstone, Inc.
PROJECT + CONSTRUCTION MANAGEMENT
4610 Roslyn Road, Downers Grove, Illinois 60515
P 630.737.1990 www.featherstoneinc.com

July 22, 2026

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

Re: Cosley Zoo – Burrows to Branches Exhibit Renovation Project
Programming, Concept Development, and Cost Estimating Services Proposal

Dear Michael,

Featherstone, Inc. is pleased to submit this proposal to provide programming coordination, concept development support, existing-infrastructure evaluation, and independent cost estimating services for the Wheaton Park District's proposed Cosley Zoo Burrows to Branches Exhibit Renovation Project.

We understand that AFH Design has prepared an initial concept package describing new and renovated animal habitats, animal management and holding buildings, aviaries, guest viewing structures, pathways, landscaping, water features, and related site improvements. The concept package identifies an Opinion of Probable Cost of approximately $4.676 million, plus approximately $900,000 for a future Swift Fox Habitat. The presentation also identifies major items not included in that estimate, including site utilities, power-company equipment relocation, owner relocation of the caboose, general landscaping, and soft costs.

Because the current materials remain conceptual, the Wheaton Park District will separately engage AFH Design to further develop the project programming and concept design into measurable, quantifiable deliverables suitable for cost estimating. Featherstone will coordinate with the Park District and AFH Design, review the developing information, identify scope gaps, and advise AFH Design regarding the areas, quantities, materials, systems, and performance criteria needed for Featherstone to prepare a defensible and comprehensive Estimate of Probable Construction Cost. Featherstone will not perform AFH Design's programming or design services.

The Wheaton Park District will also separately engage a civil engineer to assess the existing site infrastructure and develop the civil information needed to evaluate utilities, grading, drainage, stormwater management, paving, accessibility, demolition, relocations, service

capacity, and other site-related requirements. Featherstone will coordinate with the Park District's civil engineer and incorporate the engineer's findings, recommendations, and quantifiable design information into the detailed cost opinion. Featherstone will not perform civil engineering, surveying, utility investigation, or design services. Our estimate will include the project costs omitted from the current AFH Design proposal and will clearly identify assumptions, allowances, alternates, contingencies, escalation, exclusions, and items requiring further investigation.

We appreciate the opportunity to support the Wheaton Park District and Cosley Zoo on this important initiative.

Sincerely,

Tom Featherstone

President

Project Understanding

The project includes prairie dog, groundhog, raccoon, North American porcupine, opossum, small owl, walkthrough owl, songbird, and potential swift fox habitat components, together with holding buildings, viewing structures, pathways, landscaping, barriers, water features, and exhibit-support systems. The current concept provides a strong planning vision but requires additional definition before quantities and pricing can be relied upon.

Scope of Services

1. Programming and Concept Design Development
    - Conduct a kickoff meeting and site review with the Park District, Cosley Zoo, and AFH Design.
    - Review animal-care, operational, visitor-experience, phasing, maintenance, and access requirements.
    - Prepare a scope and assumption matrix for each habitat, building, viewing area, site element, utility, and specialty system.

- Coordinate with AFH Design, under its separate agreement with the Wheaton Park District, and advise AFH Design regarding the measurable areas, lengths, quantities, materials, system descriptions, and performance criteria needed for Featherstone's detailed cost opinion.
- Identify unresolved decisions and establish appropriate estimating allowances.

2. Existing Infrastructure and Civil Coordination
    - Review available surveys, utility information, record drawings, and existing-site documentation.
    - Coordinate with the civil engineer separately engaged by the Wheaton Park District and review the engineer's evaluation of grading, drainage, stormwater management, utility capacity, service connections, relocations, paving, accessibility, demolition, and permitting implications for incorporation into Featherstone's detailed cost opinion.
    - Review and incorporate the civil engineer's documented findings and quantifiable recommendations, and identify any remaining assumptions or information gaps that may affect the cost opinion.

3. Comprehensive Concept-Level Estimate
    - Prepare a quantity-based Estimate of Probable Construction Cost organized in CSI format.
    - Include all habitat, building, site, civil, utility, demolition, landscape, specialty exhibit, and project-wide costs, including items omitted from the current AFH Design estimate.
    - Separate the base project, alternates, future phases, owner-furnished work, and swift fox habitat.
    - Include general conditions, bonds, insurance, permits, testing, escalation, design contingency, construction contingency, and soft-cost allowances.
    - Provide an estimate narrative identifying assumptions, exclusions, allowances, risks, and major cost drivers.
    - Present the estimate and provide two rounds of revisions.

Project Deliverables

- Quantified concept-design deliverable checklist identifying information to be developed by AFH Design under its separate agreement with the Wheaton Park District.
- Civil and existing-infrastructure coordination summary based on information prepared by the civil engineer separately engaged by the Wheaton Park District.
- CSI-formatted Estimate of Probable Construction Cost and executive cost summary.
- Assumptions, exclusions, allowances, alternates, contingencies, escalation, and risk register.
- Presentation to the Wheaton Park District and project team.

Compensation

Featherstone will provide the Basic Services on an hourly, not-to-exceed basis using our Director of Preconstruction billing rate of $195 per hour.

Item #	Task	Hours	Billing Rate / Hour	Total
1	Kickoff, document review, and site investigation	16	195.00	3,120
2	Coordination with District-retained AFH Design	16	195.00	3,120
3	Coordination with District-retained civil engineer	16	195.00	3,120
4	Comprehensive estimate and narrative	100	195.00	19,500
5	Present estimate to the design team to align with design and scope of work intent	3	195.00	585
6	Present estimate to the District	3	195.00	585
7	Work with the design team and District to align the project's scope, budget, and schedule	16	195.00	3,120
8	**Total:**	**170**	**185.00**	**33,150**

Separate Design and Engineering Services:

The Wheaton Park District shall directly engage and compensate AFH Design for the additional programming and concept-design development required to produce quantifiable estimating deliverables. The Park District shall also directly engage and compensate a civil engineer, and any other required design or investigative consultants, to assess existing infrastructure and prepare the technical information needed for the cost opinion. Featherstone's compensation includes coordination with these District-retained consultants and incorporation of their completed findings and deliverables into Featherstone's estimate; it does not include the fees or services of AFH Design, the civil engineer, surveyors, utility-locating firms, geotechnical consultants, arborists, MEP or structural engineers, or other specialty consultants.

Additional Services and Assumptions

- The estimate is an opinion of probable cost based on available information and is not a bid or guarantee of final construction cost.

- Architectural, exhibit-design, civil-engineering, surveying, subsurface exploration, utility locating, environmental testing, destructive investigation, and other professional design or investigative services are excluded from Featherstone's scope and shall be provided by consultants separately engaged by the Wheaton Park District.
- Material changes to the program, site limits, phasing, schedule, or number of revisions may require an additional fee proposal.
- Invoices will be submitted monthly and are payable within thirty (30) days.

Acceptance

This proposal shall remain valid for thirty (30) days from the date of submission unless extended in writing.

Wheaton Park District	Featherstone, Inc.
Signature:	Signature:
_____	_____
Michael J. Benard, Executive Director	Thomas Featherstone, President
Date: _____	Date: _____

TO: Board of Commissioners

FROM: Michael Benard, Executive Director

RE: General Use Ordinance Amendment Discussion-Ebikes

DATE: August 5, 2026

SUMMARY:

The state of Illinois and City of Wheaton recently adopted rules via legislative action related to the operation of motorized e-bikes and micro mobility devices in public places.

The increased number of people operating motorized e-bikes and other micro mobility devices in public places in an unsafe manner has caused community concern. Many of those operating these devices are minors without drivers licenses and therefore no practical training on safe operation or the rules of the road.

The police are responding with enforcement action and public engagement.

The Park District must update its Park Use Ordinance to reflect its position on the use of these devices within park district owned property and authorize Wheaton Police to enforce the same.

For your review and to inform our discussion on this matter, I have attached the following:

- Current Wheaton Park District ordinance language concerning bicycle and motorized vehicle usage in the parks and ordinance violation fine language

- Illinois and City of Wheaton related law / ordinance

- Naperville Park District model ordinance recently adopted

Following our discussion and upon achieving board consensus on our approach to this issue, I will draft appropriate language for your consideration to amend the Park Use Ordinance.

A related public information campaign is being developed for execution once the park board adopts a related updated ordinance.

Wheaton Park District
ORDINANCE NO. 2017-07

GENERAL USE ORDINANCE

WHEREAS, the Wheaton Park District, DuPage County, Illinois (the "District), has previously adopted and periodically updated rules and regulations for the governance of the parks and facilities of the District; and

WHEREAS, the District has previously adopted an integrated *General Use Ordinance* addressing both public use and operational regulations; and

WHEREAS, in order to provide more user-friendly regulations, the general use regulations shall be separate and apart from all other ordinances and regulations; and

WHEREAS, the District is authorized by the Park District Code to adopt a General Use Ordinance for the regulation of District property.

NOW, THEREFORE be it and it is hereby ordained by the Board of Park Commissioners of Wheaton Park District, DuPage County, Illinois, as follows:

Section One – Policies: The General Use Ordinance attached hereto and incorporated herein is hereby adopted as the rules and regulations of the Wheaton Park District.

Section Two – Scope: The General Use Ordinance shall apply to and shall be enforced throughout all of the property of every kind owned by or under the jurisdiction of the District.

Section Three – Effect: This Ordinance shall become effective upon its passage and approval as provided by law.

Section Four – Repealer: All ordinances and parts of ordinances in conflict or inconsistent with any of the provisions of this ordinance are hereby repealed to the extent they are inconsistent with this ordinance.

Section Five – Publication: In lieu of other publications, the General Use Ordinance shall be published in book or pamphlet form, and when so published shall become effective with the same force and effect as if otherwise published. Such book or pamphlet shall be evidence of the passage and legal publication of this ordinance in all courts without further proof, as provided by law.

Roll Call Vote:

Ayes: 7

Nays: ϕ

Absent: ✓

Abstain: ✓

PASSED and APPROVED this 18th day of October, 2017

Wheaton Park District

By: _____
President

Attest: _____
Secretary

SEAL

GENERAL USE ORDINANCES

Wheaton Park District, DuPage County, Illinois
October 18, 2017
Amended February 17, 2021

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Sec. 4.7 Bicycling

a) When two or more persons in a group are operating bicycles, they shall not ride abreast, but shall ride in single file.

b) No person shall cling or attach himself or his bicycle to any other moving vehicle.

c) The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians and vehicles approaching on said roadway.

d) No person shall operate a bicycle on District property between 30 minutes after sunset and 30 minutes before sunrise, without a clear, white, properly lighted headlight, visible under normal atmospheric conditions from the front thereof for not less than 500 feet and firmly attached to the bicycle, or without a red reflector firmly attached to the bicycle, which is clearly visible in the headlight beam of an automobile for a distance of 500 feet to the rear of the bicycle.

e) No person may operate a bicycle on playgrounds, ball fields, or tennis courts.

f) No person shall ride a bicycle on any street or path where signs are posted prohibiting riding bicycles on those streets or paths.

g) Bicycles shall not, at any time, in any place, be indiscriminately parked by anyone in such manner as to actually or possibly interfere with pedestrians or automobiles. No person shall leave a bicycle lying on the ground or paving or set against trees or otherwise in a place other than a bicycle rack when such is provided and there is space available. No person shall move or in any manner interfere with, any bicycle which is properly parked, nor shall any person interfere with, or, in any manner, hinder any person from properly parking a bicycle.

h) All bicycles, when operated on roadways, shall be kept to the right and shall be operated as nearly practicable at the right-hand edge of the roadway or sidewalk.

i) Every person operating a bicycle on District property shall observe all traffic and Illinois Vehicle Code rules and regulations applicable to motor vehicles under this chapter, except those provisions of this chapter which by their nature can have no application and except as otherwise provided by this section.

g) In playground areas and seating in and adjacent to playgrounds.

Chapter 5. Vehicles

For purposes of this article, the terms used herein shall have the meanings assigned under the Illinois Vehicle Code (625 ILCS 5/1-1 *et seq*.).

Sec. 5.1 ATV's and Off-Highway Motorcycles

No person shall drive or operate any ATV or off-highway motorcycle on District property, except when such vehicles are used by law enforcement officers or District employees or agents for law enforcement or District purposes.

Sec. 5.2 Driving Under the Influence

No person shall drive or otherwise operate nor attempt to drive or otherwise operate a vehicle on District property while under the influence of alcoholic liquor, cannabis, controlled substance, or any other intoxicating compound, drugs, or any combination thereof.

Sec. 5.3 Driving Upon Sidewalk or Paths

No person shall drive any motor vehicle District property upon a sidewalk , sidewalk area or paths located on District property except upon a permanent or duly authorized temporary driveway or for routine maintenance, utility or emergency service or for special delivery or pickup involving goods or customer services. A person found guilty of violating this section shall be fined in an amount no less than $500.00 but no greater than $2,500.00.

Sec. 5.4 Parking, Standing, or Stopping

a) No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the keys.

b) No person shall park a vehicle on District property except in established or designated parking areas, in accordance with the posted directions and markings or with the directions of any attendant who may be present.

c) No person shall park any vehicle or allow any vehicle to remain parked on District property beyond the normal closing hour of the District, except when a different closing hour has been designated by the District for that area or unless express written permission therefore has first been obtained from the District.

d) No person shall stop, stand, or park any vehicle on District property so as to obstruct or interfere with traffic or travel or endanger the public safety, and no person shall stop, stand, or park any vehicle in any of the

following places except when otherwise designated, or when necessary to avoid conflict with other traffic or when in compliance with the directions of a District employee:

1) On the left side of any roadway;

2) On parkways, lawn areas, and grounds;

3) In front of a public or private driveway;

4) Within any intersection;

5) Within any crosswalk;

6) Within 20 feet of any intersection or crosswalk;

7) Within 30 feet of any stop sign or traffic control signal, other than in a marked parking space;

8) On the roadway side of any vehicle stopped or parked at the edge or curb of the roadway ("double parking");

9) In a position to block another vehicle lawfully parked;

10) On any sidewalk;

11) At any place where official signs or other markings prohibit parking, or where curbs have been painted yellow;

12) Within 15 feet of a fire hydrant;

13) In a fire lane or within 8 feet of the entrance to a fire lane;

14) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly signposted);

15) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;

16) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

17) Upon any bridge or other elevated structure upon a roadway, or within a roadway tunnel;

18) On any railroad tracks or within 50 feet of the nearest rail of a railroad crossing;

19) On a controlled access roadway;

20) At any place or time where a permit or sticker is required by the District for parking unless the required permit or sticker has been obtained and is displayed on the vehicle.

e) No person shall park a vehicle upon any roadway or in any public off street parking facility on District property for any of the following purposes:

1) To display such vehicle for sale; or

2) To perform maintenance or repair of such vehicle, except for repairs necessitated by an emergency; or

3) To sell goods or services from such vehicle unless authorized by the park district.

f) Notwithstanding any contrary provision contained in this section the operator of an authorized emergency vehicle may park or stand irrespective of the provisions of this Ordinance.

g) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such distance as is unlawful.

h) Except as otherwise provided, every vehicle stopped or parked upon a one-way roadway on District property shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its righthand wheels within twelve (12) inches of the righthand curb or as close as practicable to the right edge of the righthand shoulder or, where permitted, with its lefthand wheels within twelve (12) inches of the lefthand curb or as close as practicable to the left edge of the lefthand shoulder.

i) Penalty Provisions for Parking Violations.

1) Whenever any vehicle is parked in violation of any parking provision of this section, any law enforcement officer observing such violation may issue a parking violation notice and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle if he is present or by affixing it to the vehicle in a conspicuous place. The issuer of the notice shall specify on the notice his identification

number, the particular parking regulation allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time, and nature of the alleged violation and shall certify the correctness of the specified information by signing his name to the notice.

2) A parking violation notice issued, signed, and served in accordance with this section, or a copy of such notice, shall be deemed prima facie correct and shall be prima facie evidence of the correctness of the facts shown therein. The notice or copy thereof shall be admissible in any subsequent administrative or legal proceeding.

3) Any violation of the parking provisions of this section or any provision of the Illinois Vehicle Code prohibiting or restricting vehicular standing or parking shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in this section, shall be imposed.

4) Any person who violates or fails to comply with any provision of this section shall be fined not less than $30.00 and not more than $750.00 for each offense.

Sec. 5.5 <u>Riding Outside Vehicles</u>

a) No person shall ride upon the fenders, running boards, bumpers, hood, or any other exterior part of any vehicle on District property.

b) No person shall cling or attach himself, his vehicle, or any other object, to any other vehicle on District property.

Sec. 5.6 <u>Right-of-Way</u>

a) Every operator of a vehicle shall yield the right-of-way to a pedestrian at any marked crosswalk or within any unmarked crosswalk at any intersection on District property.

b) Every operator of a vehicle shall exercise due care to avoid colliding with pedestrians upon any roadway on District property.

c) Every pedestrian crossing at a roadway on District property at any point other than within a marked crosswalk or within an unmarked crosswalk at any intersection shall yield the right of way to vehicles upon the roadway.

d) Except as otherwise provided herein, the operator of a vehicle approaching an intersection on District property shall yield the right-of-way to a vehicle that has already entered the intersection from a different roadway. When two (2) vehicles approach an unmarked intersection from

different roadways at approximately the same time, the operator of the vehicle on the left shall yield the right-of-way to the vehicle on the right.

Sec. 5.7 <u>Snowmobiles</u>

For purposes of this subsection, a "snowmobile" shall be defined as any self-propelled vehicle intended for travel primarily on snow, driven by a track or tracks in contact with the snow, and steered by ski or skis in contact with the snow.

No person shall drive, ride, or otherwise operate a snowmobile on District property.

Sec. 5.8 <u>Speed Limit</u>

No person shall operate, propel or cause to be propelled a vehicle on any road, drive, or parking area at a speed greater than the speed limit posted along the right-of-way or, in the absence of such posted limit, at a speed in excess of 10 miles per hour.

Sec. 5.9 <u>Towing</u>

Any unattended vehicle in violation of any provision of this ordinance may be towed at owner's expense.

Chapter 7. Offenses Affecting Park Functions

Sec. 7.1 Police/Security Force

The **Wheaton Police Department** shall be responsible for the enforcement of all federal, state, local, and District laws, ordinances, rules, and regulations on District property.

All city, county, state and other law enforcement authorities shall be authorized to enforce all laws and regulations, including District ordinances, on District property.

Sec. 7.2 General Penalty

a) Where an act or omission is prohibited or declared unlawful and no penalty or fine or imprisonment is otherwise provided, the offending person shall be fined not less than $500 nor more than $2,500 for each offense. Each day that a violation continues shall be deemed a separate offense. In addition to any fine, the District may revoke the privilege to use all or some of the facilities of the District for such length of time as is determined appropriate by the District.

b) In case of amendment of any section of these Ordinances containing the provisions for which a penalty is provided in another section, the penalty so provided in such other section shall relate to the section so amended or the amending section, whether re-enacted in the amendatory ordinance or not unless such penalty is specifically repealed therein.

c) No provisions of these Ordinances designating the duties of any officer or employee shall be construed as to make such officer or employee liable for any fine or penalty provided in these Ordinances for a failure to perform such duty, unless the intention of the Board to impose such a fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

From: Princeton Youker <PYouker@wheaton.il.us>
Sent: Wednesday, June 24, 2026 2:44 PM
To: Mike Benard <mbenard@wheatonparks.org>
Cc: Brian Gabryel <BGabryel@wheaton.il.us>; Karl Dillenkoffer <KDillenkoffer@wheaton.il.us>; Gregory Klos <GKlos@wheaton.il.us>; Patricia Potter <PPotter@wheaton.il.us>; Daniel Salzmann <DSalzmann@wheaton.il.us>
Subject: Presidents Park Juvenile Problems

Mike,

Below is our current City Code, I've highlighted the most recent updates in yellow and put the summary of the new laws (eff. Jan 1,27) above it. I can't entirely future proof our ordinance yet, because we don't have exact statutory language. You could mirror some of the current City Code language (prohibited acts, definitions, immunity) in the PD GUO under Chapter 4 (4.7) and Chapter 5, or let it default to the City Code until the new laws become effective.

Our staff was brainstorming about the Presidents Park predicament, and we are going to dedicate a portion of our two Community Engagement Officers' time in the upcoming several weeks to be on e-bikes in and around the park. They will be meeting with neighbors and more importantly with the juveniles. Both of them are DARE Officers and more than likely have had contact with these kids during the past school year. Juvenile and parent education will be their primary goal, but they have been advised to cite the juveniles and parents if there are multiple or egregious offenses including criminal damage to Park District Property or trespassing after the park's operating hours.

Hopefully this reduces the juvenile problems (and complaints).

-PJ

New state statute effective January 1, 2027, AI summary. I cannot find the finalized statute citations to properly reference everything, but at least there will have to be several new definitions to accompany the GUO and the City Code.

1. **High-Speed E-Bikes and E-motos (>28 mph):** Devices capable of exceeding 28 mph will be classified similarly to motor vehicles. Riders will be required to hold a valid driver's license, carry vehicle insurance, register the bike with the state, and obtain a title. These high-speed devices will be prohibited on bike paths, lanes, and sidewalks.
2. **Low-Speed E-Bikes (Up to 28 mph):** Illinois maintains its 3-Class standard:
    1. **Class 1:** Pedal-assist only, up to 20 mph. Riders must be at least 15 years old.
    2. **Class 2:** Throttle-assist only, up to 20 mph. Riders must be at least 15 years old.
    3. **Class 3:** Pedal-assist only, up to 28 mph. Riders must be at least 16 years old.
3. **Sidewalk Restrictions:** Standard low-speed e-bikes are generally prohibited from being operated on sidewalks statewide.

Current City Code -

ARTICLE VI. - BICYCLES AND ELECTRIC DEVICES[3]

1.

Footnotes:

--- ***(3)*** ---

Editor's note— *Ord. No. O-2026-18, § 1, adopted April 6, 2026, amended Art. VI in its entirety to read as set out herein. Former Art. VI pertained to* bicycles. *Historical notations have been retained for reference.*

2. **Sec. 70-510. - Definitions.**

Bicycle means every device propelled by human power upon which any person may ride, having two tandem wheels except scooters and similar devices.

Electric device means a device propelled by motor propulsion, or with motor assist, which includes, but is not limited to, low-speed electric bicycles as defined in Section 1-140.10 of the Illinois Vehicle Code, low-speed electric scooters as defined in Section 1-140.11 of the Illinois Vehicle Code, and out-of-class electric vehicles.

Out-of-class electric vehicle means a motorized device which is not required to be issued title documents, license plates, or registration by the State of Illinois, is equipped with an electric motor of more than 750 watts that can be used to propel the device, may exceed a speed of 28 miles per hour, or otherwise does not meet the criteria established for low-speed electric bicycles or electric scooters. This includes low-speed electric bicycles that have been modified.

(Ord. No. O-2026-18, § 1, 4-6-2026)

3. **Sec. 70-511. - Voluntary registration and inspection.**

Every owner of a bicycle residing in the city may file an application for registration thereof with the police department upon a form provided by the department, setting forth the name and address of the owner and a description of the bicycle by name and/or make, model and frame number thereof. Upon applying for such registration, such owner shall present their bicycle at the police department or any place designated by the chief of police as an official registration station, and such bicycle shall be stamped by the police department with an indelible, unremovable registration mark. It shall be the duty of the police department or person designated by the chief of police to copy the identifying mark on the application for registration form and the police department shall keep a permanent record of such registration.

(Code 1968, § 7-5; Code 1996, § 70-511; Ord. No. O-2026-18, § 1, 4-6-2026)

4. **Sec. 70-512. - Registration fee.**

Owners of bicycles wishing to register under section 70-511 shall pay the fees set forth in appendix B to this Code.

(Code 1968, § 7-6; Code 1996, § 70-512; Ord. No. O-2026-18, § 1, 4-6-2026)

5. **Sec. 70-513. - Mutilation of registration mark.**

It is unlawful for any person other than the owner of the bicycle to willfully or maliciously remove, destroy, mutilate or alter the registration mark placed on the bicycle under the provisions of this article.

(Code 1968, § 7-7; Code 1996, § 70-513; Ord. No. O-2026-18, § 1, 4-6-2026)

6. **Sec. 70-514. - Operation on sidewalks in Central Business District prohibited.**

No bicycle or electric device shall be operated by any person upon any sidewalk in or upon any municipal parking area within the Central Business District of the city, as defined in section 42-21.

(Code 1968, § 7-12; Code 1996, § 70-514; Ord. No. F-0521, § 2, 9-18-2000; Ord. No. O-2026-18, § 1, 4-6-2026)

7. **Sec. 70-515. - Parking.**

(a)

Bicycles, when parked in the Central Business District, shall be parked in zones officially designated for that purpose, i.e., bicycle racks.

(b)

No bicycle shall be parked within four feet of a plate glass window.

(Code 1968, § 7-13; Code 1996, § 70-515; Ord. No. O-2026-18, § 1, 4-6-2026)

8. **Sec. 70-516. - Bicycle equipment required when same is being operated within the city.**

Bicycles operated in the city are required to have the following equipment:

(1)

An operational bell or horn which is audible at a distance of 100 feet.

(2)

A brake in good working condition which will enable the operator to make the braked wheel skid on a dry, level, clean pavement.

(3)

A lamp which shall emit a white light, located on the front of the bicycle, which is visible on the front and from a distance of at least 500 feet. The lamp needs to be used during operation of the bicycle between the hours of sunset and sunrise.

(Code 1996, § 70-516; Ord. No. F-0027, § 2, 5-6-1996; Ord. No. O-2024-01, § 1, 2-5-2024; Ord. No. O-2026-18, § 1, 4-6-2026)

9. **Sec. 70-517. - Out-of-class electric vehicles.**

Operators of out-of-class electric vehicles must be at least 16 years of age, have a valid driver's license, and exclusively operate in the roadway.

(Ord. No. O-2026-18, § 1, 4-6-2026)

10. **Sec. 70-518. - Prohibited acts.**

(a)

Reckless operation. Operation of either a bicycle or an electric device with a conscious disregard for the safety of others and/or the operator, which poses a substantial and unjustifiable risk to the safety of the operator or others, including, but not limited to, disobeying traffic regulations, failing to yield to pedestrians, weaving through traffic, clinging to other vehicles, use of a cell phone while in operation of the device, or operation while impaired, is prohibited in the City of Wheaton. Reckless operation does not have to result in an injury.

(b)

Any violation of this article committed by a minor under the direct control of, or with the consent of, the minor's parent or guardian will subject said parent or guardian to a violation of this article and the penalties provided herein.

(Ord. No. O-2026-18, § 1, 4-6-2026)

11. **Sec. 70-519. - Schedule of fines.**

The penalty for violation of these sections will result in a $30.00 fine.

(Code 1996, § 70-517; Ord. No. F-0027, § 2, 5-6-1996; Ord. No. F-0680, § 3, 2-4-2002; Ord. No. O-2022-16, § 4, 4-18-2022; Ord. No. O-2026-18, § 1, 4-6-2026)

12. **Sec. 70-520. - City immunity.**

Nothing in this article designates the operation of bicycles or electric devices as an intended or permitted use of city property with respect to section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/3-102, as amended.

(Ord. No. O-2026-18, § 1, 4-6-2026)

13. **Secs. 70-521—70-540. - Reserved.**

Secs. 70-443—70-509. - Reserved.

Princeton J. Youker

Chief of Police

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From: Brad Wilson <bwilson@napervilleparks.org>
Date: July 1, 2026 at 9:33:51 AM EDT
To: Mike Benard <mbenard@wheatonparks.org>
Subject: Naperville Park District Conduct Ordinance

Mike,

Our conduct ordinance can be found at the link below. I've also attached a Word version for your reference. The ordinance was just updated by staff and legal counsel and approved by our Board last week. See the definitions section and section 3.02. The update approved last week added language to section 3.02 to reinforce that e-scooters are prohibited on District property and expanded upon the requirements for Class 1 and 2 Electric Cycles allowed on trails. The update also increases fines for violations of this section to a minimum of $100 and maximum of $500 (previously it was a $25 fine) and it identifies that the Park District shall now have the discretion and authority to impound Micromobility Devices or other devices.

https://napervilleparks.org/ordinance641

Feel free to reach out if you have questions.

Brad

Brad Wilson
Executive Director
Naperville Park District
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napervilleparks.org
Connecting community through recreation

NAPERVILLE PARK DISTRICT ORDINANCE #641

Naperville Park District™

NAPERVILLE PARK DISTRICT
ORDINANCE NO. 641

AN ORDINANCE REGULATING THE USE OF THE PARKS AND PROPERTY OWNED OR CONTROLLED BY THE NAPERVILLE PARK DISTRICT ("CONDUCT ORDINANCE")

*** * * * * * * * * ***

Adopted December 14, 2006
Amended September 13, 2007
Amended April, 2010
Amended March 13, 2014
Amended March 8, 2018
Amended August 9, 2018
Amended March 10, 2022
Section 3.02 (j) Amended June 8, 2023 by Ordinance #1035
Amended March 14, 2024
Definitions 22, 35, and Sections 2.01, 3.02 Amended September 12, 2024 by Ordinance #1060
Amended June 25, 2026

(Published by Authority of the Board of Park Commissioners of the Naperville Park District on June 25, 2026)

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NAPERVILLE PARK DISTRICT
ORDINANCE NO. 641

CHAPTER III - MOTORIZED VEHICLES, PARKING, AND TRAFFIC CONTROL

Section 3.01. All-Terrain Vehicles or Go-Karts. (50/100)

No Person (other than District employees and those persons approved in writing by the District for an event) shall drive, ride, or otherwise operate an All-Terrain Vehicle, utility vehicle, or a go-kart on District Property. For purposes of this section, an "All-Terrain Vehicle" shall be defined as and include any light utility vehicle or quad bike as defined by the American National Standards Institute, or any vehicle that travels on low pressure tires, with a seat for the operator, handlebars or steering wheel for steering control and that may or may not include seats for passengers. This section does not apply to golf carts in use at Springbrook or Naperbrook Golf Courses.

Section 3.02. Micromobility Devices. (100/500)

(a) "Low speed electric scooters" as defined by the Illinois Vehicle Code, 625 ILCS 5/1-140.11, and e-Scooters as defined herein are not Micromobility Devices as defined herein and are prohibited within the Park System.

(b) When two (2) or more Persons in a group are operating Micromobility Devices on District Property, they shall not ride abreast but shall ride in single file. No Person operating a Micromobility Device on District Property shall cling or attach themselves or their Micromobility Device to any other moving vehicle.

(c) No Person operating a bicycle on District Property shall carry another Person on the same bicycle. This restriction does not apply to tandem bicycles equipped with two or more seats or saddles or an ordinary bicycle equipped with a seat or saddle for an infant or small child if used properly. In that event, there shall be only the number of Persons on the bicycle as there are seats or saddles.

(d) No Person shall operate a Micromobility Device on District playgrounds, athletic fields, athletic courts, or sidewalks except that children under the age of 4 years old riding three- or more-wheeled cycles may operate such cycles on sidewalks while under the supervision and control of an adult.

(e) No Person other than a member of the Park Police shall ride a Micromobility Device on any District street or path where signs are posted prohibiting riding such devices including, but not limited to, the Riverwalk.

(f) Micromobility Devices shall not, at any time, in any place, be indiscriminately parked on District Property in such a manner as to interfere with pedestrian or vehicular traffic, or with Persons getting into or out of vehicles. No Person shall leave a Micromobility Device on District Property lying on the ground or pavement or set against trees or otherwise in a place other than a bicycle rack when such is provided and there is space available. No Person shall move or in any manner interfere with, any Micromobility Device which is properly parked on District Property, nor shall any Person interfere with, or, in any manner, hinder any Person from properly parking a Micromobility Device.

(g) All Micromobility Devices, when operated on District roadways, shall be kept to the right and shall be operated as nearly as practicable to the right-hand edge of the roadway.

(h) No Person shall operate a Micromobility Device on District Property at a speed faster than is reasonable and proper under the circumstances, and every Micromobility Device shall be operated with reasonable regard for the safety of the rider and of other Persons and property, and all persons operating a micromobility device shall yield to pedestrians using the same path, walk or trail.

(i) Every Person operating a Micromobility Device on District Property shall obey all federal, state, local, and District traffic laws, rules, and regulations applicable to motor vehicles, except those provisions which by their nature can have no application to the operation of a Micromobility Device and except as otherwise provided by this section.

(j) Only Class 1 and Class 2 electric cycles are allowed on Park District trails as long as it meets the following criteria:

(1) It must be low speed (an electric motor of less than 750 watts).
(2) It must have a maximum speed of less than 20 miles per hour.
(3) It must have functional pedals.
(4) The rider must be at least 16 years of age.
(5) It must be well-maintained and in good operating condition;
(6) It must be equipped with brakes that will adequately control and stop the movement of the device, and that at a minimum are capable of stopping the device within thirty (30) feet from fifteen (15) mph on dry, level pavement;
(7) It must have a front-facing white light and rear facing red reflector or light visible from five hundred (500) feet during hours of darkness (sunset to sunrise) or low visibility.

If the Person and equipment meet all the above criteria, then they are allowed to use this cycle on District trails. No permit is required. However, that Person must follow all posted speed limits and other rules and regulations set forth in the Naperville Park District's Ordinance 641.

For any violation of this section 3.02, the minimum fine shall be no less than $100.00 and not more than $500.00 for each offense. Each day a violation continues shall constitute a separate offense.

The Park District shall have the discretion and authority to impound Micromobility Devices or other devices regulated hereunder (such as e-Scooters or e-Moto) when it is determined to be appropriate to ensure compliance with this Ordinance.

Section 3.03. Change of Oil/Cleaning. (50/100)

No Person shall change the oil or grease of, or wash, clean or polish vehicles on District Property, unless a Permit therefor has first been obtained from the District in accordance with Chapter V of this Ordinance, or unless the Person is authorized by the District or is performing community service under District supervision, as provided in Section 7.01 of this Ordinance.

Section 3.04. Commercial Vehicles. (50/100)

(a) The term "commercial vehicles" as used in this section shall include, but not be limited to trucks, station wagons, vans, pickups, passenger cars, or other vehicles when used in transporting Persons or movable property for a fee or profit, either as a direct charge to another Person, or otherwise, or used as incident to providing services to another Person (except when transporting passengers or movable property to or from District Property), or used in connection with any business, except during the course of doing business with the District.

(b) All roadways on District Property shall be used for pleasure driving only. No Person, other than District employees, shall drive any truck, tractor or other commercial vehicle of any kind on District Property without first obtaining a contract or permit therefor from the District.

(c) This section shall not apply to commercial vehicles making authorized deliveries to or performing authorized services for the District.

Section 3.05. Driving Areas. (50/100)

No motor vehicle shall be driven or otherwise operated upon District Property except over and upon such roadways, parking lots, or other areas designated by the District for use by motor vehicles. A sidewalk or trail shall not be deemed a roadway for the use of motor vehicles under this section.

Section 3.06. Duty of Operator in Accidents. (50/100)

No Person shall leave the scene of a vehicle collision with another vehicle, Person or property occurring on District Property, without giving their true name and residence address to the injured Person or any other Person or member of the Park Police requesting same, and in the event no public officer is present, they must immediately report the occurrence to the nearest police station or police headquarters.

Section 3.07. Emergency Vehicles. (50/100)

(a) For purposes of this section, emergency vehicles shall include all ambulances, fire trucks, police, fire, and other vehicles used to protect the public health, safety, and welfare.

(b) The provisions of this chapter regulating the movement or parking of vehicles on District Property shall not apply to the operator of any emergency vehicle when responding to an emergency call or pursuing an actual or suspected violator of the law. However, such operator shall exercise extreme caution when on or approaching District Property including without limitation slowing down as necessary for safety, cautiously proceeding through traffic lights or stop signs, and having the vehicle's warning system signals operating (e.g. siren, lights).

(c) When not responding to an emergency call or in the pursuit of an actual or suspected violator of the law, the operator of an emergency vehicle shall obey the provisions of this Chapter.

(d) Every Person operating a vehicle on District Property shall, at the immediate approach of an emergency vehicle, making use of its warning system signals, yield the right-of-way and shall stop, if possible, and pull to the side of the road and remain in such position until the emergency vehicle has passed, unless otherwise directed by a member of the Park Police.

Section 3.08. Enforcement of Traffic Regulations. (50/100)

No Person shall fail to obey a member of the Park Police or other District employee who is directing traffic or enforcing sections of this Chapter on District Property.

Section 3.09. Fleeing or Attempting to Elude the Park Police. (50/100)

No Person driving or otherwise operating a vehicle on District Property shall willfully fail or refuse to obey a visible or audible signal by a member of the Park Police to bring their vehicle to a stop. The signal given by a member of the Park Police may be by hand, voice, siren, or red or blue light. The members of the Park Police giving such signal shall be in uniform or driving an official Park Police vehicle.

Section 3.10. Gas and Smoke. (50/100)

No Person shall drive or otherwise operate a vehicle on District Property which emits excessive noxious fumes or dense smoke.

NAPERVILLE PARK DISTRICT
ORDINANCE NO. 641

PASSED by roll call vote this 25h day of June, 2026

ROLL CALL VOTE:

AYE: Commissioner Ansier, Thompson, Balakrishna, Jacks, Janor, Risvold, Ruffing

NAY: None

ABSENT: None

APPROVED this 25th day of June, 2026.

President, Board of Park Commissioners of the
Naperville Park District

ATTESTED and RECORDED and published this 25th day of June, 2026.

Secretary, Board of Park Commissioners of the
Naperville Park District

NAPERVILLE PARK DISTRICT
SEAL
NAPERVILLE, ILLINOIS

Amended June 25, 2026