



Wheaton Park District

PUBLIC NOTICE

**Wheaton Park District Board of Commissioners
SPECIAL MEETING
Wednesday December 3, 2025.
DuPage County Historical Museum
102 E. Wesley Street, Wheaton, IL 60187
5:00 pm**

Public Notice Date December 1, 2025

Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the "Park Board") will hold a Special Meeting on Wednesday December 3, 2025, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187

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

Michael J. Benard
Secretary

The Agenda for the December 3, 2025, Special Meeting is as Follows:

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



Wheaton Park District

Special Meeting of the Wheaton Park District Board of Commissioners December 3, 2025, 5:00 pm

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 of the Board.

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

PRESENTATION

- Wight Engineering – Athletic Field Irrigation and Synthetic Turf Analysis

ACTION ITEMS

1. Health Insurance / Employee Contribution Rates for 2026

Motion to Approve Employee Contribution Rates of 5% of Premium Costs for HMO Coverage for employees and 10% of Premium Costs for HMO coverage for dependents, 15% of Premium Costs for PPO Coverage for employees and 20% of Premium Costs for PPO Coverage for dependents, and 10% of Premium Costs for HDHP Coverage for employees and 15% of Premium Costs for HDHP for dependents for the 2026 insurance plan year.

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Wheaton Park District

DISCUSSION ITEMS

No action will be taken on these items – review & discussion only

Finance and Administration

1. **Ordinance 2025-07** Making a Combined Annual Budget and Appropriation of Funds for the Wheaton Park District for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026 – Review of Ordinance 2025-07
2. **Ordinance 2025-08** Levying and Assessing the Taxes of the Wheaton Park District, DuPage County, Illinois for the Tax Year 2025 – Review of Ordinance 2025-08
3. **Ordinance 2025-09** Abating the Taxes Heretofore Levied for the year 2025 to pay Debt Service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A of the Wheaton Park District, DuPage County, Illinois – Review of Ordinance 2025-09
4. **Schedule of 2026 Subcommittee & Regular Meetings of the Wheaton Park District Board of Commissioners** – Review of Schedule
5. **Youth Baseball and Softball Uniforms and Equipment Purchase** – Review of Bid Results
6. **Central Athletic Center Parking Lot** – Review of License Agreement with Bauer and Bauer Dentistry and Orthodontics for Access and Use of 20 Parking Spaces at the Central Athletic Complex
7. **Prairie Avenue Office Building** – Review of Agreement with Computer System Innovations for Lease of Office Space
8. **Government Relations Services** – Review of Agreement with Government Navigation Group for Legislative and Administrative Advocacy
9. **Management of Information Technology Services** – Review of Extension of Agreement for Management of Information Technology Services
10. **Resolution 2025-05** Concerning the Release of Certain Closed Session Minutes – Semiannual Review

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Wheaton Park District

11. **Cosley Zoo Fall Carnival Rides** – Review of JBR Fundways payment of \$36,227.62

Buildings and Grounds

1. **Community Unit School District 200** – Review of Lease Termination Agreement
2. **Ray Morrill Community Center Building Automation Project** – Review of Change Order #1
3. **Cosley Zoo Staff and Overflow Parking Lot Project** – Review of Change Order #10

CLOSED SESSION

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

ADJOURNMENT

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EXECUTIVE SUMMARY

PROJECT NAME: Wheaton Parks Synthetic Turf Fields & Irrigation Study
CLIENT: Wheaton Park District (WPD)
WIGHT PROJECT NO.: 250128
DATE: November 20, 2025

Project Summary

Wight and Company was hired by the Wheaton Park District to complete a conceptual study on the feasibility and options for installing either synthetic turf fields or irrigation systems at several of their current properties. The properties named for the conceptual study are listed below:

- | | |
|----------------------------|---|
| • Graf Park | 1855 Manchester Road, Wheaton, IL 60187 |
| • Atten Park | 1720 Wiesbrook Road South, Wheaton, IL 60189 |
| • Central Athletic Complex | 500 South Naperville Road, Wheaton, IL 60187 |
| • Danada South Park | Navistar Circle, Lisle IL 60532 |
| • Seven Gables Park | 1750 South Naperville Road, Wheaton, IL 60189 |

Wheaton Park District has the goal of renovating their properties to support their current programming at these various locations. Current programming includes recreational sports fields, community parks and trails, fests and festivals, and large-scale sports leagues and tournaments. The improvements will also prepare the properties for expanded programming in the future, and result in a more effective and manageable maintenance process.

Individual Park Summaries

Graf Park

- Wheaton Park District can feasibly install synthetic turf for the entirety of the north ballfield area or just the infield areas only. Full field synthetic turf would require detention per the City of Wheaton code.
- There are no floodplains or wetlands on site, and there are no other special concerns for this area.
- Wheaton Park District can feasibly install an irrigation system at Graf Park utilizing a new water service tap. Power would be required for irrigation but may be available on-site already.

Atten Park

- Wheaton Park District can feasibly install synthetic turf for the three eastern fields or their infields only at Atten Park. It is not feasible to install synthetic turf for the full three western fields due to elevation changes, but the western infields could be turfed. Full field synthetic turf would require detention per the City of Wheaton code for either set of fields.
- There is an onsite floodplain that overlaps with the western fields. Floodplain filling and compensatory storage may be required if improvements are made to the western fields. There are no other special concerns for this project site.
- Wheaton Park District can feasibly install an irrigation system at Atten Park utilizing a new water service tap. Power would be required for irrigation.

Central Athletic Complex

- It is not recommended, nor feasible, that the Wheaton Park District can install synthetic turf for the entirety of the Central Athletic Complex field area. It would be feasible to provide synthetic turf for the infields only. Full field synthetic turf would require detention per the City of Wheaton code.

- The entire proposed site is within the floodplain. Compensatory storage would be required for any fill as part of the project. It is generally not advised to install turf in the floodplain due to extensive maintenance required and possible damage to the turf.
- Wheaton Park District can feasibly install an irrigation system at their Central Athletic Complex utilizing a new water service tap. Power would also be required for irrigation.

Danada South Park

- Wheaton Park District can feasibly install synthetic turf for the baseball fields/soccer field or for the infields only at Danada South Park. No detention would be required for installing synthetic turf at this location.
- Sports lighting is feasible but will require power to be brought to the project site.
- There is a wetland on site, but the wetland will not be disturbed by the proposed project.
- Wheaton Park District can feasibly install an irrigation system at Danada South Park utilizing an existing water service tap. Power would also be required for irrigation, but it is on-site already.
- It is possible to perform major re-grading activities to improve drainage at the fields.

Seven Gables Park

- Wheaton Park District can perform minor earthwork at the area directly east of the existing basketball court to improve drainage and minimize ponding. It is likely that ponding will still occur the field drainage limits due to off-site constraints.
- Wheaton Park District can feasibly install an irrigation system at Seven Gables Park utilizing a new water service tap. Power would be required for irrigation. Per the City of Wheaton code, wells are not allowed, and the existing pond cannot be used for irrigation purposes.

Engineer's Opinion of Cost

Park Studied	Full Synthetic Turf Field(s)	Infield Only Synthetic Turf	Re-Grading / Drainage Improvements	Sports Lighting	Full Site Irrigation	Estimated Annual Water Cost
Graf Park	\$2,980,000	\$570,000	N/A	N/A	\$638,000	\$13,000
Atten Park	East: \$7,050,000 West: \$7,600,000	East: \$1,160,000 West: \$1,720,000	N/A	N/A	\$915,000	\$18,000
Central Athletic Complex	\$11,000,000	\$940,000	N/A	N/A	\$475,000	\$17,500
Danada South Park	\$6,243,600	\$1,248,600	\$255,000	\$1,286,400	\$395,000	\$10,600
Seven Gables Park	N/A	N/A	\$40,000	N/A	\$1,300,000	\$33,900

Conclusion & Next Steps

Refer to the full report for on depth details and conclusions regarding the feasibility study. To move forward with any of the projects studied, the following actions are required as next steps:

- A detailed Boundary, Topographic, and Utility Survey would need to be completed.
- A geotechnical report and CCDD Testing would be required.
- Any sites with wetlands would require wetland delineations.
- Any existing design plans/stormwater permits/calculations for any of the sites with existing stormwater infrastructure would need to be reviewed by Wight.
- A full design and contract would be necessary to progress design and refine budget estimates.
- Full Permitting and Design. All projects would require a municipal/county building permit and DuPage County stormwater permit. Any lighting may require zoning approval.
- The City of Wheaton may in the future update their stormwater management code to exempt synthetic turf from detention requirements (according to the city engineer), the cost of many of the synthetic turf projects would be greatly reduced if this does occur.



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TO: Board of Commissioners

FROM: Matthew Jay, Human Resource Manager

THROUGH: Michael Benard, Executive Director

RE: Insurance Renewal for 2026 (Health, Dental, Vision, Group Term Life and EAP)

DATE: December 3, 2025

SUMMARY:

In 2018, the Board appointed CFM Insurance, Inc. as the District's insurance broker. The following summary outlines CFM's work on behalf of the District and provides an overview of the insurance plans as offered in our 2026 renewal:

CURRENT		
	HMO	PPO *
	MIBAH2025	MIBPP2025
Network	Blue Advantage HMO	PPO [Participating Provider Organization]
Deductible (Ind/Fam)	None	\$750 / \$2,250
Coinsurance	100%	90%
(BCBS pays after Deductible)	No Charge	No Charge
Out-of-Pocket Max (Ind/Fam)	\$1,500 / \$3,000	\$2,000 / \$6,000
Preventative	No Charge	No Charge
Office Visit (Primary/Specialist)	\$25 / \$50	\$25 / \$50
Urgent Care	\$25 / \$50	Deductible & Coinsurance Applies
Emergency Room	\$250	\$150
Inpatient Hospital	In-network, referral required	10% coinsurance, after Deductible

**Reflects mapped (mandatory) PPO plan changes from BCBS for 2026*

Health Insurance History

- **2019:** The District engaged **United Healthcare**, achieving a cost savings of **\$452,489** compared to the prior carrier through the PDRMA Health Insurance Pool.
- **2020:** The Board approved **Blue Cross Blue Shield (BCBS)** as the District's health insurance provider for the 2020 plan year. The District was given the option to select either a one-year rate at a slightly lower cost or a guaranteed 24-month rate at a slightly higher cost for plan years 2020 and 2021. The Board also approved bundling ancillary coverages (dental, vision, and group term life) to secure an additional **1% discount** on health insurance premiums, resulting in an estimated **\$12,685** in savings for 2020. The 1% bundled discount continued to be available in 2021.
- **2021:** Although the District was under a rate guarantee, **BCBS voluntarily reduced rates by 5.4%**, resulting in additional savings of approximately **\$68,350**.

- **2022:** The District experienced an overall **17.37% increase** in premiums after applying the bundled discount (medical, dental, vision, and life) and communication credits.
- **2023:** The District received an overall **15.63% increase** in premiums following the bundled discount (medical, dental, vision, and life).
- **2024:** The District incurred an overall **14.4% increase** in medical premiums and a **5% increase** in dental premiums after applying the bundled discount (medical, dental, vision, and life) and a **\$40,000 credit**.
- **2025:** The District received an overall **7.7% increase** in medical premiums following the bundled discount (medical, dental, vision, and life). Additionally, the District received a **\$25,000 administrative credit**, reducing the effective overall cost increase to **6.4%**.
- **2026:** The District experienced a **16.2% medical increase** and a **2.5% dental increase** in premiums after applying the bundled discount (medical, dental, vision, and life). This renewal reflects **industry-wide trends**, as 2025 marks the highest medical and pharmacy cost growth since **2008**. Across the market, carriers are reporting **average increases of approximately 25%**, driven by elevated utilization and rising claim severity. Industry trend Inflatoms include:
 - **Declining Population Health**
 - Increase in high-cost claimant spend (chronic illness).
 - Higher cancer prevalence and high cost treatment.
 - Mental health utilization continues at an elevated level and trending faster than most categories.
 - **Gene and Cell Therapies**
 - Continued FDA approval of new therapies.
 - Potential increased utilization for some previously approved.
 - **GLP-1** (high cost glucagon-like peptide 1 agonists for weight loss).
 - Non-diabetic diagnoses.
 - Risk from new FDA-approved indications, such as sleep apnea and Alzheimer's.

2026 Medical and Ancillary Coverages

Medical

Medical coverage is provided through Blue Cross Blue Shield of Illinois (BCBSIL). The initial renewal proposal reflected a **27.1% increase**; however, through strategic negotiations, our broker successfully reduced the renewal to a **16.2% increase**. This reduction includes an **8.9% negotiated rate adjustment** and an additional **2% bundled discount** for combining medical, dental, vision, and life coverage. 2026 BC/BS renewal rates are still \$193,339.68 below the 2026 PDRMA rates.

Medical Premium Contribution Strategy

HMO: 95% Employer Contribution, 5% Employee Contribution

PPO: 85% Employer Contribution, 15% Employee Contribution

2026 Medical Rate Development

Health Renewal Premium Change Components

a. Account/Benefit Program Adjustment (incl. Trend): 8.5%

b. Demographic Adjustment: 0.8%

c. Pricing Adjustment: 6.25%

Total Health Rate Action*: 16.2%

**The total health renewal premium change percentage is calculated by multiplying each of the components in the above table.*

This change percentage is based upon total monthly premium. Each tier's rate change may vary from the total change percentage.

Change Components Definitions

a. Account/Benefit Program Adjustment (incl. Trend) includes group and benefit plan specific pricing changes due to factors such as medical cost trends, pool adjustments, plan, industry and geographical pricing, etc.

b. Demographic Adjustment is the pricing change for age, group size and dependent composition differences.

c. Pricing Adjustment is the pricing change resulting from BCBSIL's analysis of medical conditions, experience and other adjustments.

Current High-Cost Claimants

Following is the large claim detail identified during the renewal evaluation: \$50,000+ (More than 50 Contracts Enrolled)

	Claim Dollars	Status
Claimant 1	\$182,928.58	Active
Claimant 2	\$109,719.56	Active
Claimant 3	\$104,404.71	Active
Claimant 4	\$95,614.26	Active
Claimant 5	\$72,725.02	Active
Claimant 6	\$69,362.24	Active
Claimant 7	\$60,394.02	Active
Claimant 8	\$54,744.06	Active

Market Summary: For 2026, we fully remarketed our group again this year through our broker. Carriers quoted included Aetna, Cigna, and United Healthcare. The results were as follows:

BC/BS	+16.2% Increase over expiring rates
Aetna	+12.7% Increase over expiring rates
Cigna	+ 8.2% Increase over expiring rates
UHC	+ 3.6% Increase over expiring rates
PDRMA	+24.3% Increase over expiring rates

To maintain consistency and minimize disruption for employees, we recommend renewing with BCBS with certain plan design changes that would bring our overall increase down from 16.2% to 9.9%.

These alternative plans are outlined in more detail below (see page 7). In summary, the plan design changes would amend certain deductibles, coinsurance, copayments, and/or out-of-pocket maximums for the 2026 plan year. In doing so, we close the gap between our original renewal and the other competitive quotes. BCBS's provider network and claim service provides a distinct advantage over the competition. Changing to Aetna, Cigna, or UHC would result in several negative impacts to the staff experience:

- Network provider disruptions,
- Prior authorization prescription drug disruptions,
- Tightly managed cost containment programs such as high-tech imaging.

These disruptions outweigh the proposed 2-6% overall premium savings projections in considering a carrier change, once recommended BCBS plan design changes are factored in.

In addition, the competitor plans don't match our existing plans exactly and generally include higher out-of-pocket maximum limits of both individuals and families (not apples to apples).

Dental

Dental coverage is provided through Blue Cross Blue Shield of Illinois (BCBSIL). The initial renewal reflected a **6.5% increase**; however, through effective negotiations, our broker successfully reduced the renewal to a **2.5% increase** for the 2026 plan year.

To ensure continued stability and value for employees, we recommend maintaining the current plan design, including deductibles, copayments, out-of-pocket maximums, and coverage levels, for 2026.

Vision

Vision coverage is a benefit offered through Dearborn National, an affiliate of Blue Cross Blue Shield. We are pleased to report that **there will be no increase in vision rates for the 2026 plan year, with Dearborn committing to hold current rates through 2026.**

Group Term Life & AD&D

Group Term Life Insurance and Accidental Death & Dismemberment (AD&D) coverage are provided through Dearborn National at a combined rate of **\$0.20 per \$1,000 of coverage**. These rates have remained **unchanged since 2022**, and **Dearborn has committed to maintaining the current rates through the 2026 plan year**, ensuring continued cost stability and value for the District and its employees.

Voluntary Life Insurance

Voluntary Life Insurance coverage is provided through Dearborn National. Rates have remained **unchanged since 2022** and will continue to be **locked in through the 2026 plan year**, offering employees long-term rate stability and value. This optional coverage is **employee-paid** and conveniently **deducted through payroll**.

Employee Assistance Program

The Employee Assistance Program (EAP) is provided through ComPsych at a competitive rate of **\$1.28 per employee per month**, with rates held **steady since 2021** and **locked in for the 2026 plan year**. This valuable program is available to both **full-time and part-time employees**, offering essential support resources at a consistent and affordable cost.

Total Percentage Increase

The medical plan rates for the 2026 coverage year will increase by **16.2% (with no plan changes)**, or **9.9% (with plan changes)**.

The dental plan rates for 2026 coverage will increase by **2.5%**.

All other lines of coverage will remain **unchanged**.

Financial Considerations:

Based on the October 2025 census, the estimated costs for health, dental, vision, group term life, and the Employee Assistance Program are detailed below.

2026 BCBS Health Premiums – With No Plan Changes							
	# of EEs	2025 Monthly Cost per EE	2025 Total Annual Cost	# of EEs	2026 Monthly Cost per EE	2026 Total Annual Cost	Increase in Premium
PPO: Single	16	\$951.12	\$ 182,615.04	16	\$1,153.29	\$221,431.68	\$38,816.64
PPO: Single + Spouse	7	\$2,006.53	\$168,548.52	7	\$2,430.45	\$204,157.80	\$35,609.28
PPO: Single + Child(ren)	2	\$1,870.86	\$44,900.64	2	\$2,255.75	\$54,138.00	\$9,237.36
PPO: Family	15	\$2,926.27	\$526,728.60	15	\$3,532.91	\$635,923.80	\$109,195.20
HMO: Single	16	\$703.16	\$135,006.72	16	\$792.76	\$152,209.92	\$17,203.20
HMO: Single + Spouse	7	\$1,483.43	\$124,608.12	7	\$1,670.66	\$140,335.44	\$15,727.32
HMO: Single + Child(ren)	6	\$1,383.13	\$99,585.36	6	\$1,550.59	\$111,642.48	\$12,057.12
HMO: Family	29	\$2,163.40	\$752,863.20	29	\$2,428.49	\$845,114.52	\$92,251.32
Waive Coverage	12			12			
TOTAL	110		\$2,034,856.20	110		\$2,364,953.64	\$330,097.44

2026 BCBS Dental Insurance Premiums							
Tier Level	# of EEs	2025 Monthly Cost Per EE	2025 Total Annual Cost	# of EEs	2026 Monthly Cost Per EE	2026 Total Annual Cost	Increase in Premium
Single	35	\$ 43.84	\$18,412.80	35	\$44.94	\$18,874.80	\$462.00
Single + Spouse	17	\$88.67	\$18,088.68	17	\$90.89	\$18,541.56	\$452.88
Single + Child(ren)	8	\$113.36	\$10,882.56	8	\$116.20	\$11,155.20	\$272.64
Family	48	\$171.08	\$98,542.08	48	\$175.36	\$101,007.36	\$2,465.28
Waive Coverage	2			2			
TOTAL	110		\$145,926.12	110		\$149,578.92	\$3,652.80

2026 BCBS Vision Insurance Premiums							
Tier Level	# of EEs	2025 Monthly Cost Per EE	2025 Total Annual Cost	# of EEs	2026 Monthly Cost Per EE	2026 Total Annual Cost	Increase in Premium
Single	32	\$6.67	\$2,561.28	32	\$6.67	\$2,561.28	\$0.00
Single + Spouse	17	\$12.65	\$2,580.60	17	\$12.65	\$2,580.60	\$0.00
Single + Child(ren)	9	\$13.32	\$1,438.56	9	\$13.32	\$1,438.56	\$0.00
Family	40	\$19.59	\$9,403.20	40	\$19.59	\$9,403.20	\$0.00
Waive Coverage	12			12			
TOTAL	110		\$15,983.64	110		\$15,983.64	\$0.00

2026 Dearborn National Group Term Life/ AD&D Premiums			
Volume of Coverage	Cost per \$1,000	Monthly Cost	Annual Cost
\$10,023,000	.20¢	\$2,004.60	\$24,055.20

Alternative Medical Plan Designs:

In addition to remarketing efforts, our broker has presented alternative medical plan design options that offer a palatable option to further reduce the renewal premiums from a **16.2%** increase down to a **9.9%** increase.

2026 BCBS Medical Plan Summary - Renewal Plans - With No Plan Changes		
	HMO MIBAH2025	PPO MIBPP2025
Network	Blue Advantage HMO	PPO [Participating Provider Organization]
Deductible (Ind/Fam)	None	\$750 / \$2,250
Coinsurance (BCBS pays after Deductible)	100%	90%
Out-of-Pocket Max (Ind/Fam)	\$1,500 / \$3,000	\$2,000 / \$6,000
Preventative	No Charge	No Charge
Office Visit (Primary/Specialist)	\$25 / \$50	\$25 / \$50
Urgent Care	\$25 / \$50	Deductible & Coinsurance Applies
Emergency Room	\$250	\$150
Inpatient Hospital	In-network, referral required	10% coinsurance, after Deductible
Outpatient Hospital	In-network, referral required	10% coinsurance, after Deductible
Prescription Drugs	\$0 / \$10 / \$50 / \$100 / \$150 / \$250	\$5 / \$15 / \$60 / \$110 / \$250 / \$350 \$15 / \$25 / \$80 / \$130 / \$250 / \$350

2026 BCBS Medical Plan Summary – Alternative Plans

	HMO	PPO Options
	MIBAV2115	MIBCO2085
Network	Blue Advantage HMO	PPO Options (Tiered Network Plan)
Deductible (Ind/Fam)	None	\$500 Tier 1 / \$1,250 Tier 2
Coinsurance	100%	90% Tier 1 / 70% Tier 2
Out-of-Pocket Max (Ind/Fam)	\$3,000 / \$6,000	\$1,250 Tier 1 / \$1,500 Tier 2
Preventative	No Charge	No Charge
Office Visit (Primary/Specialist)	\$45 / \$70	\$25 / \$45 PCP (Tier 1/2) \$50 / \$90 SPC (Tier 1/2)
Urgent Care	\$70	\$75
Emergency Room	\$350	\$400 + 10%
Inpatient Hospital	\$500 copy per day (3 days)	Deductible & Coinsurance Applies
Outpatient Hospital	\$250	Deductible & Coinsurance Applies
Prescription Drugs	\$5 / \$15 / \$45 / \$85 / \$250 / \$350	\$5 / \$15 / \$45 / \$85 / \$250 / \$350

	2026 BCBS Health Insurance Premiums With No Plan Changes			2026 BCBS Plan Alternative Health Insurance Premiums			
	EE Count	Gross Monthly Premium	2026 Total Annual Cost	EE Count	Gross Monthly Premium	2026 Total Annual Cost	Difference in Premium
PPO: Single	16	\$1,153.29	\$221,432.68	16	\$1,047.83	\$201,183.36	(\$20,249.32)
PPO: Single + Spouse	7	\$2,430.45	\$204,157.80	7	\$2,208.19	\$185,487.96	(\$18,669.84)
PPO: Single + Child(ren)	2	\$2,255.75	\$54,138.00	2	\$2,049.48	\$49,187.52	(\$4,950.48)
PPO: Family	15	\$3,532.91	\$635,923.80	15	\$3,209.83	\$577,769.40	(\$58,154.40)
HMO: Single	16	\$792.76	\$152,209.92	16	\$775.66	\$148,926.72	(\$3,283.20)
HMO: Single + Spouse	7	\$1,670.66	\$140,335.44	7	\$1,634.62	\$137,308.08	(\$3,027.36)
HMO: Single + Child(ren)	6	\$1,550.59	\$111,642.48	6	\$1,517.14	\$109,234.08	(\$2,408.40)
HMO: Family	29	\$2,428.49	\$845,114.52	29	\$2,376.11	\$826,886.28	(\$18,228.24)
Waive Coverage	12			12			
TOTAL	110		\$2,364,954.64	110		\$2,235,983.40	(\$128,971.24)

2026 Aetna Medical Plan Summary		
	HMO	PPO
Network	IL Savings Plus OAMC	IL OAMC
Deductible (Ind/Fam)	\$500 / \$1,000	\$500 / \$1,000
Coinsurance (Aetna pays after Deductible)	100%	100%
Out-of-Pocket Max (Ind/Fam)	\$4,000 / \$8,000	\$4,000 / \$8,000
Preventative	No charge	No charge
Office Visit (Primary/Specialist)	\$25 / \$75	\$25 / \$75
Urgent Care	\$75	\$75
Emergency Room	\$300	\$300
Inpatient Hospital	Deductible/coinsurance applies	Deductible/coinsurance applies
Outpatient Hospital	Deductible/coinsurance applies	Deductible/coinsurance applies
Prescription Drugs	\$3 / \$45 / \$75 / 20%	\$3 / \$45 / \$75 / 20%

	2026 BCBS Health Insurance Premiums With No Plan Changes			2026 Aetna Plan Alternative Health Insurance Premiums			
	EE Count	Gross Monthly Premium	2026 Total Annual Cost	EE Count	Gross Monthly Premium	2026 Total Annual Cost	Difference in Premium
PPO: Single	16	\$1,153.29	\$221,432.68	16	\$809.46	\$155,416.32	(\$66,016.36)
PPO: Single + Spouse	7	\$2,430.45	\$204,157.80	7	\$2,201.89	\$184,958.76	(\$19,199.04)
PPO: Single + Child(ren)	2	\$2,255.75	\$54,138.00	2	\$1,732.89	\$41,589.36	(\$12,548.64)
PPO: Family	15	\$3,532.91	\$635,923.80	15	\$3,066.47	\$551,964.60	(\$83,959.20)
HMO: Single	16	\$792.76	\$152,209.92	16	\$717.98	\$137,852.16	(\$14,357.76)
HMO: Single + Spouse	7	\$1,670.66	\$140,335.44	7	\$1,953.00	\$164,052.00	\$23,716.56
HMO: Single + Child(ren)	6	\$1,550.59	\$111,642.48	6	\$1,537.02	\$110,665.44	(\$977.04)
HMO: Family	29	\$2,428.49	\$845,114.52	29	\$2,719.86	\$946,511.28	\$101,396.76
Waive Coverage	12			12			
TOTAL	110		\$2,364,954.64	110		\$2,293,009.92	(\$71,944.72)

2026 BCBS Health Insurance Premiums With No Plan Changes				2026 UHC Health Insurance Premiums			
	EE Count	Gross Monthly Premium	2026 Total Annual Cost	EE Count	Gross Monthly Premium	2026 Total Annual Cost	Difference in Premium
PPO: Single	16	\$1,153.29	\$221,432.68	16	\$904.99	\$173,758.08	(\$47,674.60)
PPO: Single + Spouse	7	\$2,430.45	\$204,157.80	7	\$1,904.02	\$159,937.68	(\$44,220.12)
PPO: Single + Child(ren)	2	\$2,255.75	\$54,138.00	2	\$1,766.40	\$42,393.60	(\$11,744.40)
PPO: Family	15	\$3,532.91	\$635,923.80	15	\$2,769.07	\$498,432.60	(\$137,491.20)
HMO: Single	16	\$792.76	\$152,209.92	16	\$783.35	\$150,403.20	(\$1,806.72)
HMO: Single + Spouse	7	\$1,670.66	\$140,335.44	7	\$1,648.05	\$138,436.20	(\$1,899.24)
HMO: Single + Child(ren)	6	\$1,550.59	\$111,642.48	6	\$1,528.03	\$110,018.16	(\$1,624.32)
HMO: Family	29	\$2,428.49	\$845,114.52	29	\$2,397.00	\$834,156.00	(\$10,958.52)
Waive Coverage	12			12			
TOTAL	110		2,364,954.64	110		\$2,107,535.52	(\$257,419.12)

2026 UHC Medical Plan Summary		
	HMO EGIU	Nexus PPO EGRX
Network	Navigate	Nexus ACO PPO
Deductible (Ind/Fam)	\$0 / \$0	\$500 / \$1,000
Coinsurance (UHC pays after Deductible)	100%	100%
Out-of-Pocket Max (Ind/Fam)	\$1,500 / \$3,000	\$4,000 / \$8,000
Preventative	No charge	No charge
Office Visit (Primary/Specialist)	\$20 / \$40	\$40 / \$100
Urgent Care	\$50	\$50
Emergency Room	\$300	\$300
Inpatient Hospital	Covered with referral	Deductible/coinsurance applies
Outpatient Hospital	Covered with referral	Deductible/coinsurance applies
Prescription Drugs	\$10 / \$40 / \$75 / \$125	\$10 / \$40 / \$75 / \$125

	2026 BCBS Health Insurance Premiums With No Plan Changes			2026 CIGNA Health Insurance Premiums			Difference in Premium
	EE Count	Gross Monthly Premium	2026 Total Annual Cost	EE Count	Gross Monthly Premium	2026 Total Annual Cost	
PPO: Single	16	\$1,153.29	\$221,432.68	16	\$992.88	\$190,632.96	(\$30,799.72)
PPO: Single + Spouse	7	\$2,430.45	\$204,157.80	7	\$2,094.97	\$175,977.48	(\$28,180.32)
PPO: Single + Child(ren)	2	\$2,255.75	\$54,138.00	2	\$1,952.99	\$46,871.76	(\$7,266.24)
PPO: Family	15	\$3,532.91	\$635,923.80	15	\$3,055.08	\$549,914.40	(\$86,009.40)
HMO: Single	16	\$792.76	\$152,209.92	16	\$782.64	\$150,266.88	(\$1,943.04)
HMO: Single + Spouse	7	\$1,670.66	\$140,335.44	7	\$1,651.37	\$138,715.08	(\$1,620.36)
HMO: Single + Child(ren)	6	\$1,550.59	\$111,642.48	6	\$1,539.45	\$110,840.40	(\$802.08)
HMO: Family	29	\$2,428.49	\$845,114.52	29	\$2,408.18	\$838,046.64	(\$7,068.12)
Waive Coverage	12			12			
TOTAL	110		\$2,364,954.64	110		\$2,201,265.60	(\$163,689.29)

2026 Cigna Medical Plan Summary		
	HMO	PPO
Network	One Health HMO	Open Access Plus
Deductible (Ind/Fam)	\$0 / \$0	\$500 / \$1,500
Coinsurance (Cigna pays after Deductible)	100%	90%
Out-of-Pocket Max (Ind/Fam)	\$1,500 / \$3,000	\$1,500 / \$4,500
Preventative	No charge	No charge
Office Visit (Primary/Specialist)	\$20 / \$40	\$20 / \$40
Urgent Care	\$20	\$20 / \$40
Emergency Room	\$250	\$150
Inpatient Hospital	Covered with referral	Deductible/coinsurance applies
Outpatient Hospital	Covered with referral	Deductible/coinsurance applies
Prescription Drugs	\$20 / \$100/ \$200 / \$250	\$15 / \$30 / \$50

Health Insurance PDRMA Comparison:

Below is a comparison of the District's 2026 health premiums to PDRMA's 2026 health insurance rates. Utilizing PDRMA's current 2026 rates, the District is projected to save **\$193,779.68** for the 2026 plan year with BCBS (with no plan changes). The savings over the PDRMA plan increase to **\$322,751** under the alternative BCBS option. Since leaving the PDRMA Health Insurance Pool in 2019, we have saved over \$2 million in health insurance premium costs.

	2026 BCBS Health Insurance Premiums – With No Plan Changes			2026 PDRMA Health Insurance Premiums			
	# of EEs	2026 Monthly Cost per EE	2026 Total Annual Cost	# of EEs	2026 Monthly Cost per EE	2026 Total Annual Cost	Increase in Premium
PPO: Single	16	\$1,153.29	\$221,432.68	16	\$1,229.39	\$236,042.88	\$14,610.20
PPO: Single + Spouse	7	\$2,430.45	\$204,157.80	7	\$2,519.85	\$211,667.40	\$7,509.60
PPO: Single + Child(ren)	2	\$2,255.75	\$54,138.00	2	\$2,409.41	\$57,825.84	\$3,687.84
PPO: Family	15	\$3,532.91	\$635,923.80	15	\$3,687.59	\$663,766.20	\$27,852.40
HMO: Single	16	\$792.76	\$152,209.92	16	\$896.80	\$172,185.60	\$19,975.68
HMO: Single + Spouse	7	\$1,670.66	\$140,335.44	7	\$1,838.46	\$154,430.64	\$14,095.20
HMO: Single + Child(ren)	6	\$1,550.59	\$111,642.48	6	\$1,757.73	\$126,556.56	\$14,914.08
HMO: Family	29	\$2,428.49	\$845,114.52	29	\$2,690.40	\$936,259.20	\$91,144.68
Waive Coverage	12			12			
TOTAL	110		2,364,954.64	110		\$2,558,734.32	\$193,779.68

Health Insurance Employee Contributions

Summary & Previous Board Action

In 2019, the Board established employee contributions for health insurance at **15% of the PPO premium** and **5% of the HMO premium**. For the 2020 - 2025 plan years, the Board opted to maintain the same dollar amounts for the employee premium contributions as set in 2019.

Each year, typically in October or November, the Park Board reviews employee contributions for insurance coverage for the upcoming plan year.

Review of Proposed Employee Contribution Totals

For 2026, with no plan changes and maintaining the current employee contribution rates of **15% for PPO plans** and **5% for HMO plans**, employee contributions toward health insurance premiums total approximately **\$229,806.12**. The total projected BCBS health insurance cost for 2026 is approximately **\$2,364,954 with no plan changes**.

Past Health Insurance Employee Contributions

Employee Portion of Premium is a Fixed Percent of the Premium (Per Month/Year)				
	HMO			
Year	Single	Employee & Spouse	Employee & Child(ren)	Family
2019	\$27.26/\$327.11	\$51.25/\$614.96	\$36.40/\$436.77	\$73.00/\$875.95
2020	\$ 27.26	\$ 51.25	\$ 36.40	\$ 72.95
2021	\$ 27.26	\$ 51.25	\$ 36.40	\$ 72.95
2022	\$ 24.23	\$ 51.52	\$ 49.90	\$ 77.18
2023	\$ 29.17	\$ 60.65	\$ 57.31	\$ 88.79
2024	\$ 33.48	\$ 70.77	\$ 66.89	\$ 104.17
2025	\$ 35.16	\$ 74.17	\$ 69.16	\$ 108.17
2026*	\$39.64	\$83.53	\$77.53	\$121.42

	PPO			
Year	Single	Employee & Spouse	Employee & Child(ren)	Family
2019	\$ 110.66/\$1,320.77	\$ 206.92/\$2,483.01	\$147.96/\$1,763.51	\$294.55/\$3534.59
2020	\$ 110.66	\$ 206.92	\$ 147.96	\$ 294.55
2021	\$ 110.66	\$ 206.92	\$ 147.96	\$ 294.55
2022	\$ 97.64	\$ 207.58	\$ 201.04	\$ 310.98
2023	\$ 114.89	\$ 238.88	\$ 225.70	\$ 349.69
2024	\$131.68	\$ 278.31	\$ 263.05	\$ 409.68
2025	\$142.67	\$ 300.98	\$ 280.63	\$ 438.94
2026*	\$172.99	\$364.57	\$338.36	\$529.94

2026 BCBS EE Contributions of Health Premiums With No Plan Changes				
Tier Level	EE Count	2026 EE Monthly Premium %	2026 EE Monthly Premium	2026 Annual EE Contribution
PPO Single	16	15%	\$172.99	\$33,214.08
PPO Single + Spouse	7	15%	\$364.57	\$30,623.88
PPO Single + Child(ren)	2	15%	\$338.36	\$8,120.64
PPO Family	15	15%	\$529.94	\$95,383.80
HMO Single	16	5%	\$39.64	\$7,610.88
HMO Single + Spouse	7	5%	\$83.53	\$7,016.52
HMO Single + Child(ren)	6	5%	\$77.53	\$5,582.16
HMO Family	29	5%	\$121.42	\$42,254.16
Waive Coverage*	12			
Total EE Count	110			
TOTAL PAID BY EMPLOYEES				\$229,806.12
TOTAL INSURANCE PREMIUM COSTS:				\$2,364,954.00

Executive Summary:

1. Employers expect 2026 health insurance cost increases to be the largest in 15 years due to:
 - The growing prevalence of cancer diagnoses and the escalating cost of treatment
 - General rising pharmacy costs, especially the high cost and usage of glucagon-like peptide 1 (or GLP-1) agonists for weight loss
 - Increasing incidences of chronic and complex conditions
 - Uptick in mental health services as employers expand access and reduce stigma
2. Through effective negotiation, our broker secured a **10.9% reduction in rates**, reducing the overall medical premium increase from **27.1% to 16.2%** after applying the rate concession and the **2% bundled discount**.
3. Staff recommends renewing the **BCBS HMO and PPO health plans**, the **BCBS Dental PPO plan**, **Dearborn National vision coverage**, **Group Term Life and AD&D**, **Voluntary Life insurance coverages**, and the **ComPsych Employee Assistance Program**.
4. Current Premium Contribution Strategy:

HMO: 95% Employer Contribution, 5% Employee Contribution

PPO: 85% Employer Contribution, 15% Employee Contribution

HDHP: 90% Employer Contribution, 10% Employee Contribution

Recommended Premium Contribution Strategy:

Employee Contribution Rates of 5% of Premium Costs for HMO Coverage for employees and 10% of Premium Costs for HMO coverage for dependents, 15% of Premium Costs for PPO Coverage for employees and 20% of Premium Costs for PPO Coverage for dependents, and 10% of Premium Costs for HDHP Coverage for employees and 15% of Premium Costs for HDHP for dependents for the 2026 insurance plan year.

5. The combined annual renewal cost for all lines of coverage (with no plan changes) is estimated at **\$2,555,998** or **\$2,419,302** (with recommended plan design changes) for the 2026 plan year (a \$136,696 annual savings), excluding employee contributions toward health care and vision. Employees would contribute \$237,538 of the total cost.
6. Alternative Medical Plans C design changes would reduce our renewal increase from 16.2% to 9.9% if elected, a savings of \$128,971. Total Annual Cost for all lines of business with recommended plan changes is **\$2,419,302**. **With recommended employee contribution changes**, Employees would contribute **\$280,542** of the total cost. This is the recommendation.

7. Our plan may be at risk of being selected against given our strong benefit levels and high employer contribution levels. Spouses may be electing our plan over their employer sponsored plans, which increase our costs.
 - a) Consider increasing our waiver credit from \$1,500 each for employee, spouse, and child (\$4,500 maximum) to \$1,500 each for employee and child and \$2,500 for spouse to incentivize those who have spouses eligible for another employer sponsored plan to elect it.
8. Dental Plan: Consider having employees contribute 10% of Dental premiums. Currently dental premiums are paid 100% by the Park District. Estimated impact \$14,958 annually.
9. Recommend adding a third medical plan option (Triple Option) in the form of a High-Deductible PPO Health Plan (HDHP) with Health Savings Accounts. This plan offers a **17% premium savings** over our existing PPO plan and gives employees a lower cost option. Suggestion is for a 90% employer contribution (10% employee). Any migration of PPO members to this plan would generate premium savings to both the employer and the employee.

Benefits of a High-Deductible Health Plan include:

- Simple to Understand
- Lower Cost
- 100% coverage for all preventative care (no deductible or cost share)
- Health Savings Account Opportunity

Employee Billed Rate – (\$198)/Mo. Or \$2,376 Annual Savings

Family Billed Rate – (\$611)/Mo. Or \$7,332 Annual Savings

Suggested HDHP Plan Contribution Strategy:

	Employee	Split	Employer
Employee	\$95.80	10% / 90%	\$862.23
Employee & Spouse	\$201.89	10% / 90%	\$1,817.04
Employee & Child(ren)	\$187.38	10% / 90%	\$1,686.44
Family	\$293.47	10% / 90%	\$2,641.26

2026 BCBS Medical Plan Summary - Alternative HDHP PPO Comparison (With Plan Changes)		
	PPO	HDHP PPO
	MIBPP2025	MIEEE4045
Network	PPO	PPO
Deductible (Ind/Fam)	\$750	\$3,500 / \$7,000
Coinsurance	90%	100%
(BCBS pays after Deductible)		

Out-of-Pocket Max (Ind/Fam)	\$2,000 / \$6,000	\$3,500 / \$7,000
Preventative	Covered at 100%	Covered at 100%
Office Visit (Primary/Specialist)	\$25 / \$50 Copayment	Deductible & Coinsurance Apply
Urgent Care	Deductible & Coinsurance Apply	Deductible & Coinsurance Apply
Emergency Room	\$150 Copayment	Deductible & Coinsurance Apply
Inpatient Hospital	Deductible +10% Coinsurance Apply	Deductible & Coinsurance Apply
Outpatient Hospital	Deductible + 10% Coinsurance Apply	Deductible & Coinsurance Apply
Prescription Drugs Copayments	\$5 / \$15 / \$60 / \$110 / \$250 / \$350	Deductible & Coinsurance Apply
Health Savings Account Eligible	No	Yes

RECOMMENDATIONS

1. Recommendation to select the alternative BCBS plan design with changes to the HMO, PPO, and adding the HDHP PPO Plan.

This option will reduce our overall renewal increase down to 9.9% overall from 16.2%.

BC/BS	+ 9.9% Increase over expiring rates (with plan design changes)
Aetna	+12.7% Increase over expiring rates
Cigna	+ 8.2% Increase over expiring rates
UHC	+ 3.6% Increase over expiring rates
PDRMA	+24.3% Increase over expiring rates

Additionally, any PPO members who elect to migrate to the lower cost HDHP plan will further reduce overall costs and deepen the annual savings.

A carrier change would cause unwanted disruptions and complications for our employees. This outweighs the proposed 2% to 6% overall premium savings projections from UHC and Cigna if the alternative BCBS plan is selected.

2. Recommended Premium Contribution Strategy:

Employee Contribution Rates of 5% of Premium Costs for HMO Coverage for employees and 10% of Premium Costs for HMO coverage for dependents, 15% of Premium Costs for PPO Coverage for employees and 20% of Premium Costs for PPO Coverage for dependents, and 10% of Premium Costs for HDHP Coverage for employees and 15% of Premium Costs for HDHP for dependents for the 2026 insurance plan year.

2025 BCBS EE Contributions of Health Premiums Current Plans / Current Employee Contributions				
Tier Level	EE Count	2026 EE Monthly Premium %	2026 EE Monthly Premium	2026 Annual EE Contribution
PPO Single	16	15%	\$142.67	\$27,392.64
PPO Single + Spouse	7	15%	\$300.98	\$25,282.32
PPO Single + Child(ren)	2	15%	\$280.63	\$6,735.12
PPO Family	15	15%	\$438.94	\$79,009.20
HMO Single	16	5%	\$35.16	\$6,750.72
HMO Single + Spouse	7	5%	\$74.17	\$6,230.28
HMO Single + Child(ren)	6	5%	\$69.16	\$4,979.52
HMO Family	29	10%	\$108.17	\$37,643.16
HDHP Single				
HDHP Single + Spouse				
HDHP Single + Child(ren)				
HDHP Family				
Waive Coverage*	12			
Total EE Count	110			
TOTAL PAID BY EMPLOYEES				\$194,022.96
TOTAL INSURANCE PREMIUM COSTS:				\$2,034,856.00

2026 BCBS EE Contributions of Health Premiums No Plan Changes / No Contribution Changes				
Tier Level	EE Count	2026 EE Monthly Premium %	2026 EE Monthly Premium	2026 Annual EE Contribution
PPO Single	16	15%	\$172.99	\$33,214.08
PPO Single + Spouse	7	15%	\$364.57	\$30,623.88
PPO Single + Child(ren)	2	15%	\$338.36	\$8,120.64
PPO Family	15	15%	\$529.94	\$95,389.20
HMO Single	16	5%	\$39.64	\$7,610.88
HMO Single + Spouse	7	5%	\$83.53	\$7,016.52
HMO Single + Child(ren)	6	5%	\$77.53	\$5,582.16
HMO Family	29	5%	\$121.42	\$42,254.16
HDHP Single		10%	\$95.80	\$0.00
HDHP Single + Spouse		10%	\$201.89	\$0.00
HDHP Single + Child(ren)		10%	\$187.38	\$0.00
HDHP Family		10%	\$293.47	\$0.00
Waive Coverage*	12			
Total EE Count	110			
TOTAL PAID BY EMPLOYEES				\$229,811.52
TOTAL INSURANCE PREMIUM COSTS:				\$2,364,954.00

2026 BCBS EE Contributions of Health Premiums With Plan Changes And Contribution Changes				
Tier Level	EE Count	2026 EE Monthly Premium %	2026 EE Monthly Premium	2026 Annual EE Contribution
PPO Single	16	15%	\$157.17	\$30,176.64
PPO Single + Spouse	7	18%	\$389.25	\$32,697.00
PPO Single + Child(ren)	2	17%	\$357.49	\$8,579.76
PPO Family	15	18%	\$589.57	\$106,122.60
HMO Single	16	5%	\$38.78	\$7,445.76
HMO Single + Spouse	7	8%	\$124.68	\$10,473.12
HMO Single + Child(ren)	6	7%	\$112.90	\$8,128.80
HMO Family	29	8%	\$198.83	\$69,192.84
HDHP Single		10%	\$95.80	\$0.00
HDHP Single + Spouse		13%	\$254.94	\$0.00
HDHP Single + Child(ren)		12%	\$233.17	\$0.00
HDHP Family		13%	\$392.31	\$0.00
Waive Coverage*	12			
Total EE Count	110			
TOTAL PAID BY EMPLOYEES				\$272,816.52
TOTAL INSURANCE PREMIUM COSTS:				\$2,235,983.00

TO: Board of Commissioners

FROM: Sandra Simpson, Director of Finance

THROUGH: Michael Benard, Executive Director

RE: Budget and Appropriations Ordinance

DATE: December 17, 2025



SUMMARY: The final board step in the Budget and Appropriation development and approval process is to adopt a Budget and Appropriation Ordinance.

PREVIOUS COMMITTEE/BOARD ACTION: On October 15, 2025, The board acknowledged receipt of the budget draft document and began the 30-day public viewing period. The document has been posted to the District's website and flyers have been placed at District facilities directing the public to view the document on our website. The Board also conducted a public hearing on the draft on November 19, 2025.

REVENUE OR FUNDING IMPLICATIONS: This ordinance provides the legal authority for the District to expend funds in 2026. It also indicates the sources of funding for those expenditures. The budget amounts represent the anticipated spending levels, the appropriation is 20% higher. Appropriation represents the legal spending limit for the District.

ATTACHMENTS: Budget and Appropriation Ordinance.

RECOMMENDATION: That the Board adopt the attached Budget and Appropriations Ordinance.

ORDINANCE 2025-07

**AN ORDINANCE MAKING A COMBINED ANNUAL BUDGET AND APPROPRIATION OF FUNDS
FOR THE WHEATON PARK DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND
ENDING DECEMBER 31, 2026**

AN ORDINANCE ADOPTING A COMBINED BUDGET AND APPROPRIATING SUCH SUMS OF MONEY AS MAY BE DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE, AND THE AMOUNT APPROPRIATED FOR EACH OBJECT AND PURPOSE.

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

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

- | | |
|---|--------------|
| (a) That the estimated cash on hand at the beginning of the fiscal year is: | \$34,383,969 |
| (b) That the cash expected to be received during the fiscal year from all sources is: | \$44,878,385 |
| (c) That the estimated expenditures contemplated for the fiscal year are: | \$56,417,456 |
| (d) That the estimated cash expected to be on hand at the end of the fiscal year is: | \$22,844,898 |
| (e) That the estimated amount of taxes to be received by the Wheaton Park District during the fiscal year is: | \$17,560,345 |

Article II:	The following sums of money in the "Budget" Column in the amount of	\$60,670,677
	is the budget for the fiscal year beginning January 1, 2026 and ending December 31, 2026.	

The sums of money in the "Appropriation" Column in the amount of	\$72,804,813
or as much thereof as may be authorized by law be and the same are hereby appropriated for the corporate purposes of the Wheaton Park District, as therein after specified for the fiscal year beginning January 1, 2026 and ending December 31, 2026.	

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

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

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

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

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

Passed by the Board of Park Commissioners of the Wheaton Park District, DuPage County Illinois, on the _____ day of _____, 2025 A.D.

"Ayes"

"Nays"

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

President of the Board of Park Commissioners of the Wheaton Park District
Ordinance # 2025-07

Wheaton Park District Budget and Appropriation Proposal for Fiscal Year January 1, 2026 thru December 31, 2026

GENERAL FUND	Budget	Appropriations
Expenses incurred for the general administration and maintenance of the District	6,966,999	8,360,399
RECREATION FUND		
Expenses incurred for the planning, establishing and maintaining of recreational opportunities for the public	15,340,807	18,408,969
SPECIAL RECREATION FUND		
Expenses incurred in the provision of recreational programming for our special needs population	606,950	728,340
MUSEUM FUND		
Expenses incurred in the administration and operation of Cosley Zoo which includes exhibits, displays and educational opportunities related to Illinois farm history and wildlife historically native to northeastern Illinois	2,221,520	2,665,824
INSURANCE LIABILITY FUND		
Expenses incurred to provide business insurance for the District	834,168	1,001,002
AUDIT FUND		
Expenses incurred to satisfy the requirement to have an annual audit of the accounts of the District	43,800	52,560
FICA FUND		
Expenses incurred to pay the employer portion of Federal Insurance Contributions Act retirement obligations	818,658	982,390
IMRF FUND		
Expenses incurred to pay the employer portion of Illinois Municipal Retirement Fund retirement obligations	635,348	762,418
DEBT SERVICE FUND		
Expenses incurred to satisfy the debt service obligations of the District	3,649,981	4,379,977
HEALTH FUND		
Expenses incurred to provided health insurance benefits for District employees	2,771,156	3,325,387

CAPITAL PROJECTS FUND

Expenses incurred to construct, maintain or replace capital assets of the District

Budget**Appropriations**

12,449,885

14,939,863

GOLF FUND

Expenses incurred for the administration and operation of the Arrowhead facility

13,668,110

16,401,732

INFORMATION TECHNOLOGY FUND

Expenses incurred to provide computer equipment, software and telecommunications equipment for the District

663,294

795,953

ARTICLE III: SUMMARY OF BUDGETED AND APPROPRIATED FUNDS

General Fund	6,966,999	8,360,399
Recreation Fund	15,340,807	18,408,969
Special Recreation Fund	606,950	728,340
Museum Fund	2,221,520	2,665,824
Insurance Fund	834,168	1,001,002
Audit Fund	43,800	52,560
FICA Fund	818,658	982,390
IMRF Fund	635,348	762,418
Long Term Debt Fund	3,649,981	4,379,977
Health Insurance Fund	2,771,156	3,325,387
Capital Projects Fund	12,449,885	14,939,863
Golf Fund	13,668,110	16,401,732
Information Technology	663,294	795,953
<hr/>		
Total Budgeted and Appropriated Expenses, <i>including Interfund transfers</i>	60,670,677	72,804,813
Less: Interfund Transfers	(4,253,221)	(5,103,865)
<hr/>		
Net Expenses, excluding Interfund Transfers	56,417,456	67,700,948
<hr/>		

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

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

I, HEREBY CERTIFY that the foregoing instrument is a true and correct copy of an ordinance entitled: 'An Ordinance Making a Combined Annual Budget and Appropriation of Funds for the Wheaton Park District for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026, adopted at a meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the ____ of December, 2025.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Wheaton Park District, at Wheaton, Illinois, on the _____ day of _____, 2025.

(SEAL)

Secretary, Wheaton Park District

CERTIFICATION OF ESTIMATE OF

REVENUES FOR FISCAL YEAR 2026

I, Sandra D. Simpson, do hereby certify that I am the duly qualified and appointed Treasurer and chief fiscal officer of the Wheaton Park District and as such official I do further certify that the estimated revenues by source, to be received by the Wheaton Park District, DuPage County, Illinois, in the fiscal year 2026 are those estimated revenues as set forth in the attached combined Annual Budget And Appropriation Ordinance of the Wheaton Park District, DuPage County, Illinois, for the fiscal year beginning January 1, 2026 and ending December 31, 2026 as adopted by the Board of Park Commissioners at its properly convened meeting held on the _____ day of _____, 2025 all as appears from the official records of said park district.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Wheaton Park District, at Wheaton, Illinois on this _____ day of _____, 2025.

Treasurer and Chief Fiscal Officer,
Wheaton Park District

(SEAL)

CERTIFICATION OF ESTIMATE OF
REVENUES FOR FISCAL YEAR 2026

I, Sandra D. Simpson, do hereby certify that I am the duly qualified and appointed Treasurer of the Wheaton Park District and the chief fiscal officer of said park district; as such officer I do further certify that the revenues, by source, anticipated to be received by said park district in the fiscal year beginning January 1, 2026 and ending on December 31, 2026 are estimated to be as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Taxes	\$17,560,345
Interest on Investments	\$566,150
Charges for Services	\$16,315,521
Rental Revenues	\$911,190
Product Sales	\$6,773,439
Grants and Donations	\$2,479,295
Bond Proceeds	\$0
Miscellaneous	\$272,445
Beginning Cash Balance	\$34,383,969

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said park district the _____ day of _____, 2025.

(SEAL)

Treasurer and Chief Fiscal Officer,
Wheaton Park District

TO: Board of Commissioners
FROM: Sandra Simpson, Director of Finance
THROUGH: Michael Benard, Executive Director
RE: Tax Levy Ordinance
DATE: December 17, 2025



SUMMARY: The final board step in the Tax Levy process is to adopt a Tax Levy Ordinance. Because the proposed levy does not exceed the property tax cap, no tax levy hearing was required or held.

PREVIOUS COMMITTEE/BOARD ACTION: On October 15, 2025, the board adopted Resolution 2025-04 Authorizing the Estimate of the Annual Aggregate Levy in Compliance with the Truth in Taxation Law.

REVENUE OR FUNDING IMPLICATIONS: Property taxes represent approximately 36% of the District's total Revenues. They fund 100% of the District's General Obligation bonds and support our General, Recreation and Zoo funds as well as funding Special Recreation and ADA compliance and the Liability, Audit, IMRF and FICA Funds for the District.

ATTACHMENTS: Tax Levy Ordinance

RECOMMENDATION: That the Board adopt the attached Tax Levy Ordinance.

Wheaton Park District
ORDINANCE 2025-08

**AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS
FOR THE TAX YEAR 2025**

BE IT ORDAINED by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois.

SECTION 1

That the sum of Seventeen Million Five Hundred Fifty-Four Thousand Four Hundred Ninety-Five (\$17,554,495) or so much as may be authorized by law, is hereby assessed and levied for the anticipated objects and purposes hereinafter specified against all taxable property within the Wheaton Park District at full, fair cash value as the same is assessed and equalized for State and County purposes.

SECTION 2

Hereinafter set forth under the column entitled "Amount to Be Raised by Taxation" is the specific amount hereby levied for each object and purpose.

GENERAL CORPORATE FUND

I. The amount to be raised by tax levy for all corporate purposes (Authority Sec. 5-1 Park District Code):

	<u>Amount to be Raised by Taxation</u>
Salaries & Wages	\$2,409,705
Contractual Services	\$1,482,549
Supplies	\$424,490
Other Charges	\$183,619
Capital Items	\$508,975
Transfers Out	\$283,241
TOTAL	<u>5,292,578</u>

RECREATION FUND

II. The amount to be raised by tax levy for recreation programs (Authority Section 5-2 and 5-3a Park District Code):

	<u>Amount to be Raised by Taxation</u>
Salaries & Wages	\$2,033,145
Contractual Services	\$1,925,741
Supplies	\$577,664
Other Charges	\$133,719
Capital Items	\$15,722
Transfers Out	\$557,091
TOTAL	<u>5,243,081</u>

IMRF FUND

III. The amount to be raised by tax levy for Illinois Municipal Retirement Fund purposes (Authority 40 ILCS 5/7-171):

	<u>Amount to be Raised by Taxation</u>
IMRF Expenditures	575,529
TOTAL	575,529

FICA FUND

IV. The amount to be raised by taxation for Employer's Social Security Contributions (Authority 40 ILCS 5/7-171 and 40 ILCS 5/21-110):

	<u>Amount to be Raised by Taxation</u>
FICA Expenditures	807,967
TOTAL	807,967

LIABILITY FUND

V. The amount to be raised by tax levy for liability insurance and risk management purposes authorized by Section 9-107 of the Local Governmental and Governmental Employees Tort Immunity Act (Authority 745 ILCS 10/9-107):

	<u>Amount to be Raised by Taxation</u>
Insurance expenditures	750,640
TOTAL	750,640

AUDIT FUND

VI. The amount to be raised by tax levy for auditing expenses (Authority 50 ILCS 310/9):

	<u>Amount to be Raised by Taxation</u>
Auditing Expenses	35,825
TOTAL	35,825

SPECIAL RECREATION ASSOCIATION FUND

VII. The amount to be raised by taxation for the purpose of funding the Park District's share of the expense of providing joint recreation programs for the handicapped (Authority Section 5-8 Park District Code):

	<u>Amount to be Raised by Taxation</u>
Joint Recreation Programs for People with Disabilities	610,000
TOTAL	610,000

MUSEUM FUND

VIII. The amount to be raised by tax levy for the purpose of establishing, acquiring, completing, erecting, enlarging, ornamenting, building, rebuilding, rehabilitating, improving, operating, maintaining and caring for museums and the buildings and grounds thereof (Authority 70 ILCS 1290/2):

	Amount to be Raised by Taxation
Salaries & Wages	\$812,562
Contractual Services	\$306,801
Supplies	\$132,879
Other Charges	\$52,311
Capital Items	\$0
Transfers Out	\$10,000
TOTAL	1,314,552

DEBT SERVICE ACTIVITY

IX. The amount to be raised by taxation for the purpose of debt service:

	Amount to be Raised by Taxation
Debt Service	2,924,323
TOTAL	2,924,323

SUMMARY OF LEVIES

General Corporate Levy	5,292,578
Recreation Program Levy	5,243,081
IMRF	575,529
FICA	807,967
Insurance	750,640
Audit	35,825
Special Recreation Association	610,000
Museum	1,314,552
Debt Service	2,924,323
	17,554,495

SECTION 3

Pursuant to Section 4-4 of the Park District Code, neither the Combined Budget and Appropriation Ordinance for the fiscal year beginning January 1, 2025 and ending December 31, 2025, nor any other combined budget and appropriation ordinance, is intended or required to be in support of, or in relation to, the tax levy made in this ordinance.

SECTION 4

The Secretary of the Wheaton Park District shall file with the County Clerk of the County of DuPage, State of Illinois, a certified copy of this Ordinance and said County Clerk shall ascertain the rate per centum which, upon the total values of all property subject to taxation within said District, as the full, fair cash value as the same is assessed and equalized by the Department of Revenue of the State of Illinois for state and county purposes for tax year 2025 will produce the net amount herein levied and ordered certified and they shall extend the tax upon the tax books of the collector of the state and county taxes within said District as provided by law.

SECTION 5

Ordinance 2025-08 shall be in full force and effect from and after its adoption.

ADOPTED this 17th day of December 2025, pursuant to a roll call vote as follows.

AYES: _____

NAYS: _____

ABSENT: _____

John Vires
President, Board of Park Commissioners
Wheaton Park District

ATTEST:

Mike Benard
Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

I, **Mike Benard**, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as such official, I am keeper of the records, ordinances, files and seal of said Park District, and,

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance 2025-08,

**AN ORDINANCE LEVYING AND ASSESSING THE TAXES OF THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS
FOR THE TAX YEAR 2025,**

of the Wheaton Park District, DuPage County, Illinois adopted at a duly called meeting of the Board of Park Commissioners of the Wheaton Park District, held at Wheaton, Illinois, in said District at 5:00 p.m. on the 17th day of December.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at 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 provision of the Park District Code of the State of Illinois, as amended, and that the Board 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 hereunto affix my official signature and seal of said Park District at Wheaton, Illinois, this 17th day of December.

Mike Benard
Secretary, Board of Park Commissioners
Wheaton Park District

(S E A L)

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, John Vires, hereby certify that I am the presiding officer of the Wheaton Park District, Wheaton, Illinois in DuPage County, Illinois and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85 (2002).

This certificate applies to the 2025 levy.

IN WITNESS WHEREOF, I have signed my name in my official capacity as the President and presiding officer of the Board of Park Commissioners of the Wheaton Park District, Wheaton, Illinois this 17th day of December 2025.

President, Board of Park Commissioners
Wheaton Park District

(S E A L)

TO: Board of Commissioners
FROM: Sandra Simpson, Director of Finance
THROUGH: Michael Benard, Executive Director
RE: Abatement Ordinance
DATE: December 17th, 2025



SUMMARY: In 2019, the Board of Park Commissioners adopted a bond ordinance to issue \$5,335,000 in Tax Exempt General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A (the "Bonds"). The Bonds were issued on September 25, 2019.

Since the Bonds are Alternate Bonds, the taxes levied to pay debt service on the Bonds must be "abated" each year or the County Clerk will levy a tax to repay the Bonds; if the tax is extended, the Bonds will count against the District's debt limit. The abatement ordinance attached was prepared by our bond counsel and abates the taxes levied to pay the Bonds for the 2025 tax levy year.

The tax can be abated because we are paying debt service on the Bonds with lawfully available funds of the District and by issuing limited bonds payable from the District's Debt Service Extension Base (DSEB). The DSEB represents the amount of taxes that the District can levy in each levy year to pay debt service on limited bonds. The District's DSEB for levy year 2025 is \$2,924,324.09 and increases each year by the lesser of 5% or the Consumer Price Index.

PREVIOUS COMMITTEE/BOARD ACTION: The board is presented this abatement ordinance annually for their review and approval at their December board meeting.

REVENUE OR FUNDING IMPLICATIONS: N/A

ATTACHMENTS: Email from Chapman & Cutler indicating their review of this cover memo and the ordinance.

RECOMMENDATION: Staff recommends that the Board adopt the following Abatement Ordinance.

MINUTES of a regular public meeting of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, held in the Wheaton City Council Chambers, 303 West Wesley Street, Wheaton, Illinois, in said Park District at 5:00 o'clock P.M., on the 17th day of December, 2025.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, John Vires, the President, and the following Park Commissioners were physically present at said location: _____

The following Park Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: _____

No Park Commissioner was not permitted to attend the meeting by video or audio conference.

The following Park Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the next item of business before the Board of Park Commissioners was the consideration of an ordinance abating the taxes heretofore levied for the year to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the District.

Whereupon Park Commissioner _____ presented and the Secretary read by title an ordinance as follows, copies of which were available to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. 2025-09

AN ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

* * *

WHEREAS, the Board of Park Commissioners (the "*Board*") of the Wheaton Park District, DuPage County, Illinois (the "*District*"), by ordinance adopted on the 4th day of September, 2019 (the "*Ordinance*"), did provide for the issue of \$5,335,000 General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the District (the "*Bonds*"), and the levy of direct annual taxes sufficient to pay the principal of and interest on the Bonds (the "*Pledged Taxes*"); and

WHEREAS, Pledged Revenues (as defined in the Ordinance) or other lawfully available funds are available and on deposit in the Bond Fund (as defined in the Ordinance) to pay principal of and interest on the Bonds when due in the next bond year (June 15 and December 15), so as to enable the abatement of all of the Pledged Taxes levied for the year 2025; and

WHEREAS, the Board hereby further determines that it is necessary and in the best interests of the District that the Pledged Taxes levied for the year 2025 to pay the Bonds be abated in their entirety:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Abatement of Tax. The Pledged Taxes levied for the year 2025 in the Ordinance are hereby abated in their entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to abate the Pledged Taxes levied for the year 2025 in accordance with the provisions hereof.

Section 4. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted December 17th, 2025.

President, Board of Park Commissioners

Secretary, Board of Park Commissioners

Park Commissioner _____ moved and Park Commissioner _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote
upon the motion to adopt said ordinance.

Upon the roll being called, the following Park Commissioners voted AYE: _____

and the following Park Commissioners voted NAY: _____

Whereupon the President declared the motion carried and said ordinance adopted,
approved and signed the same in open meeting and directed the Secretary to record the same in
the records of the Board of Park Commissioners of the Wheaton Park District, DuPage County,
Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners (the “Board”) of the Wheaton Park District, DuPage County, Illinois (the “District”), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 17th day of December 2025, insofar as same relates to the adoption of Ordinance No. 2025-09 entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was 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 at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday, that at least one copy of said agenda was continuously available for public review from the time of such posting until said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, 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 of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 17th day of December, 2025.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the ____ day of December, 2025, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, of the Wheaton Park District, DuPage County, Illinois.

duly adopted by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, on the 17th day of December, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2025 for the payment of the General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A, as described in said ordinance be abated in its entirety as provided in said ordinance.

IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said County, this ____ day of December, 2025.

County Clerk of The County of DuPage,
Illinois

(SEAL)

Sandra Simpson

From: Anjali Vij <anjvij@chapman.com>
Sent: Tuesday, October 21, 2025 10:56 AM
To: Sandra Simpson; Seema Ganatra Patel
Subject: Re: 2025 Annual Abatement Ordinance

Hello Sandra,

We have reviewed the Abatement Ordinance and the corresponding board memo and have no comments.

Thanks!
Anjali

Anjali Vij | Partner
Chapman and Cutler LLP
320 South Canal Street | Chicago, IL 60606
D 312.845.3472
F 312.516.1972
anjvij@chapman.com
* Admitted in Illinois only

From: Sandra Simpson <ssimpson@wheatonparks.org>
Date: Wednesday, October 15, 2025 at 2:25 PM
To: Anjali Vij <anjvij@chapman.com>, Seema Ganatra Patel <spatel@chapman.com>
Subject: FW: 2025 Annual Abatement Ordinance

Good afternoon Anjali and Seema –

Hope you're both doing well!

I sent this to Melissa for review however she is out of the office on parental leave.

Can you help me with this?

Thanks,
Sandra



Sandra Simpson | Director of Finance
630.510.4947 | Cell: 630.815.1067 | wheatonparkdistrict.com

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Follow Us:    

855 W. Prairie Ave. Wheaton IL 60187 | ssimpson@wheatonparks.org

From: Sandra Simpson
Sent: Wednesday, October 15, 2025 2:18 PM

To: Melissa O'Connor <moconnor@chapman.com>
Subject: 2025 Annual Abatement Ordinance

Good afternoon Melissa,

Hope you're doing well!

Could you please review the attached documents for our annual abatement ordinance? We will be presenting this to our board at their December meetings (subcommittee on 12/3 and regular meeting on 12/17).

Your response to this email will also be included in the information that is presented to the board.

Thank you,
Sandra



Sandra Simpson | Director of Finance
630.510.4947 | Cell: 630.815.1067 | wheatonparkdistrict.com

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Linda Pecharich
Angela Welker

Executive Director
Michael Benard
630.510.4945

Community Center
630.690.4880

Administration
102 E. Wesley St.
Wheaton, IL 60187



REGULAR & SPECIAL MEETING SCHEDULE 2026

The Wheaton Park District Board of Commissioners' regular meetings for the year 2026 will be held on the following dates. The regular board meetings typically will typically take place on the third Wednesday of each month in the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, IL. All meetings will begin at 5 p.m. **Please note deviations below in bold.**

January 21	Regular Meeting
February 18	Regular Meeting
March 18	Regular Meeting
April 15	Regular Meeting
May 20	Regular Meeting
June 17	Regular Meeting
July 15	Regular Meeting
August 19	Regular Meeting
September 16	Regular Meeting
October 21	Regular Meeting
November 18	Regular Meeting
December 16	Regular Meeting

Respectfully Submitted,

Michael Benard
Board Secretary

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. dsiciliano@wheatonparks.org or Telephone number 630.510-4944 fax number 630.665.5880



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SUBCOMMITTEE & SPECIAL MEETING SCHEDULE 2026

The Wheaton Park District Board of Commissioners Buildings and Grounds Committee and Finance Committee meetings for the year 2026 will be held on the following dates. Committee meetings typically take place on the first Wednesday of each month at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL, Beginning at 5:00 p.m. **Please note deviations below in bold.**

January 7	Buildings Grounds & Finance Meeting
January 17	Building Grounds & Finance Meeting Third Saturday of the Month- Held at the Community Center 1777 S. Blanchard at 9:00 a.m.
February 4	Building Grounds & Finance Meeting
February 18	Building Grounds & Finance Meeting – Held at City Hall, City Council Chambers 303 W. Wesley St. at 4:00 p.m.
March 4	Buildings Grounds & Finance Meeting
April 8	Buildings Grounds & Finance Meeting Second Wednesday of the month
May 6	Buildings Grounds & Finance Meeting
June 3	Buildings Grounds & Finance Meeting
July 1	Buildings Grounds & Finance Meeting
August 5	Buildings Grounds & Finance Meeting
September 2	Buildings Grounds & Finance Meeting
October 7	Buildings Grounds & Finance Meeting
November 4	Buildings Grounds & Finance Meeting
December 2	Buildings Grounds & Finance Meeting

Respectfully Submitted

Michael Benard
Board Secretary

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. dsiciliano@wheatonparks.org or Telephone number 630-510-4944 Fax number 630.665.5880



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: BASEBALL/SOFTBALL UNIFORMS AND ATHLETIC EQUIPMENT

DATE: December 17, 2025

SUMMARY:

The Wheaton Park District Youth Baseball and Softball Program has over 1,600 participants. All expenses are covered by sponsorships, registration fees, and fundraising in the 2026 Athletic Department Baseball/Softball Budget.

Bid packets were sent to thirty-nine (39) companies and a bid notice was placed in the Daily Herald. Bids were officially opened on Tuesday, November 12, 2025, at 10A at the Wheaton Park District Park Services Center. Results for the seven qualified competing vendors are listed below. One bid submission was not accepted as the submission came in after the bid opening time.

Bid Results:

I. BASEBALLS

Name	Rawlings RSGRLLB1 60 doz.	Rawlings RSGRSLL1 30 doz.	Champro CBB-61 SAF-T- SOFT Level 1 Baseball 10 doz.
Kirhofer's Sports	\$60.00	\$60.00	\$23.00
Santo Sport Store	\$44.20	\$44.20	\$21.94
The Perfect Swing Sports	\$43.88	\$43.88	\$20.88
Undefeated Sports LLC	No Bid	No Bid	\$21.99
BSN Sports	\$55.27	\$55.27	No Bid
Riddell	\$66.88*SUB	\$70.43*SUB	\$29.81
Pyramid School Products	\$48.95	\$48.95	\$24.99

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - The Perfect Swing Sports be awarded the Rawlings RSGRLLB1, Rawlings RSGRSLL1, and Champro CBB-61 SAF-T-SOFT Level 1 Baseball.

II. SOFTBALLS

Name	Rawlings RSGC11BYLUC 30 doz.	Rawlings C12BYLUC 60 doz.	Champro CSB63 11" SAFE-T- SOFT – Durahide Cover 15 doz.	Champro CSB62 12" SAFE-T- SOFT – Durahide Cover 8 doz.
Kirhofer's Sports	\$71.00	\$71.00	\$48.00	\$48.00
Santo Sport Store	\$69.40	\$69.40	\$46.60	\$46.60
The Perfect Swing Sports	\$70.98	\$70.98	\$45.78	\$45.78
Undefeated Sports LLC	No Bid	No Bid	\$47.99	\$47.99
BSN Sports	\$90.12	\$90.12	No Bid	No Bid
Riddell	No Bid	No Bid	\$79.89	\$79.89
Pyramid School Products	\$79.95	\$79.95	\$55.50	\$55.50

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Santo Sport Store be awarded the Rawlings RSGC11BYLUC and Rawlings C12BYLUC Softball.
 - The Perfect Swings Sports be awarded the Champro CSB63 11" SAFE-T-SOFT – Durahide Cover and Champro CSB62 12" SAFE-T-SOFT – Durahide Cover Softball.

III. CAPS/VISORS

Name	Replica Caps Adult MLB-350 60 doz.	Replica Caps Youth MLB-350 55 doz.	Cotton Twill Visors PCTV-100Y With Embroidered "W" 26 doz. #	Cotton Twill Caps GL271 With Embroidered "W" 27 doz. #	Cotton Twill Caps GL271Y With Embroidered "W" 10 doz. #
Kirhofer's Sports	\$95.00	\$95.00	\$78.00	\$78.00	\$78.00
Santo Sport Store	\$90.48	\$90.48	\$88.20	\$83.28	\$83.28
The Perfect Swing Sports	\$87.98	\$87.98	No Bid	No Bid	No Bid
Undefeated Sports LLC	\$96.00	\$96.00	\$80.00	\$80.00	\$80.00
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	\$291.00*SUB	\$291.00*SUB	\$291.00*SUB
Pyramid School Products	No Bid	No Bid	No Bid	No Bid	No Bid

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - The Perfect Swing Sports be awarded the Replica Caps Adult MLB-350 and Replica Caps Youth MLB-350.
 - Kirhofer's Sports be awarded the Cotton Twill Visors PCTV-100Y, Cotton Twill Caps GL271, and Cotton Twill Caps GL271Y.

IV. PANTS

Name	Champro BPY Performance Pull-up Youth 90 doz.	Champro BPA Performance Pull Up Adult 15 doz.	Champro BP11 Tournament Girl's 48 doz.	Champro BP11 Tournament Women's 24 doz.
Kirhofer's Sports	\$60.00	\$72.00	\$147.00	\$171.00
Santo Sport Store	\$59.79	\$69.74	\$137.44	\$162.30
The Perfect Swing Sports	\$58.68*SUB	\$69.18*SUB	\$145.98	\$169.98
Undefeated Sports LLC	\$73.99	\$73.99	\$158.30	\$183.40
BSN Sports	No Bid	No Bid	No Bid	No Bid
Riddell	\$80.28	\$117.76	\$248.04	\$255.50
Pyramid School Products	No Bid	No Bid	\$198.00	\$198.00

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Santo Sport Store be awarded the Champro BPY Performance Pull-up Youth, Champro BPA Performance Pull Up Adult, Champro BP11 Tournament Girl's, and Champro BP11 Tournament Women's pant.
 - The lower bids by The Perfect Swing Sports were substitutes and do not meet the quality bid specifications.

V. SOCKS/BELTS

Name	Champro AS2 Multi-Sport Sock Small 48 doz.	Champro AS2 Multi-Sport Sock Medium 27 doz.	Champro AS2 Multi-Sport Sock Large 20 doz.	Champro A060 Adult Brute 32 doz.
Kirhofer's Sports	\$27.00	\$27.00	\$27.00	\$39.00
Santo Sport Store	\$24.60	\$24.60	\$24.60	\$37.14
The Perfect Swing Sports	\$24.28	\$24.28	\$24.28	\$36.58
Undefeated Sports LLC	\$25.50	\$25.50	\$25.50	\$39.50
BSN Sports	No Bid	No Bid	No Bid	No Bid
Riddell	\$38.16	\$38.16	\$38.16	\$52.68
Pyramid School Products	\$28.20	\$28.20	\$28.20	\$42.00

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - The Perfect Swing Sports be awarded the Champro Multi-Sport AS2 Small Sock, Champro Multi-Sport AS2 Medium Sock, Champro Multi-Sport AS2 Large Sock, and Champro A060 Adult Brute belt.

VI. UNIFORMS

Name	791 Youth Nextgen Wicking Tee 1 Logo 650 ea.	791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo 350 ea.	1518 Youth Cutter Jersey W/ Team Name, Sleeve Logo, Number 230 ea.	1517 Cutter Jersey W/ Team Name, Sleeve Logo, Number 200 ea.	1523 Girls Cutter Jersey W/ Team Name, Sleeve Logo, Number 175 ea.	1522 Ladies Cutter Jersey W/ Team Name, Sleeve Logo, Number 230 ea.
Kirhofer's Sports	\$4.00	\$6.00	\$18.00 \$15.00*SUB	\$18.00 \$15.00*SUB	\$18.00 \$15.00*SUB	\$18.00 \$15.00*SUB
Santo Sport Store	\$5.73	\$7.23	\$12.89	\$13.14	\$12.89	\$13.14
The Perfect Swing Sports	\$5.88	\$7.38	\$12.78	\$12.78	\$12.78	\$12.78
Undefeated Sports LLC	\$5.80	\$7.40	\$12.90	\$13.20	\$12.90	\$13.20
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	\$16.25	\$16.25	\$22.01	\$27.20	\$21.99	\$22.94
Pyramid School Products	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Kirhofer's Sports be awarded the 791 Youth Nextgen Wicking Tee 1 Logo and 791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo uniform.
 - The Perfect Swing Sports be awarded the 1518 Youth Cutter Jersey W/ Team Name, Sleeve Logo, Number; 1517 Cutter Jersey W/ Team Name, Sleeve Logo, Number; 1523 Girls Cutter Jersey W/ Team Name, Sleeve Logo, Number; and 1522 Ladies Cutter Jersey W/ Team Name, Sleeve Logo, Number uniform.

VII. BATS

Name	24" (-12) (2 1/4" Barrel) 2 ea.	25" (-12) (2 1/4" Barrel) 2 ea.	26" (-12) (2 1/4" Barrel) 2 ea.	25" (-10) (2 1/4" Barrel) 2 ea.	26" (-10) (2 1/4" Barrel) 8 ea.	27" (-10) (2 1/4" Barrel) 2 ea.
Kirhofer's Sports	\$25.00	\$25.00	\$25.00	\$40.00	\$40.00	\$40.00
Santo Sport Store	\$24.40	\$24.40	\$24.40	No Bid	\$40.40	\$40.40
The Perfect Swing Sports	\$24.88	\$24.88	\$24.88	\$39.88	\$39.88	\$39.88
Undefeated Sports LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pyramid School Products	\$29.00	\$29.00	\$29.00	No Bid	\$43.50	\$43.50

- Recommendations: Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Santo Sport Store be awarded the 24" (-12) (2 1/4" barrel), 25" (-12) (2 1/4" barrel), and 26" (-12) (2 1/4" barrel) bat.
 - The Perfect Swing Sports be awarded the 25" (-10) (2 1/4" barrel), 26" (-10) (2 1/4" barrel), and 27" (-10) (2 1/4" barrel) bat.

VIII. BATS (Continued)

Name	28" (-10) (2 1/4" Barrel) 2 ea.	29" (-10) (2 1/4" Barrel) 2 ea.	28" (-10) (2 5/8" Barrel) 3 ea.	29" (-10) (2 5/8" Barrel) 2 ea.	30" (-10) (2 5/8" Barrel) 5 ea.	29" (-8) (2 5/8" Barrel) 2 ea.
Kirhofer's Sports	\$40.00	\$40.00	\$48.00	\$48.00	\$48.00	\$78.00
Santo Sport Store	\$40.40	\$40.40	\$48.38	\$48.38	\$48.38	No Bid
The Perfect Swing Sports	\$39.88	\$39.88	\$47.98	\$47.98	\$47.98	No Bid
Undefeated Sports LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pyramid School Products	\$43.50	\$43.50	\$52.95	\$52.95	\$52.95	\$228.00

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - The Perfect Swing Sports be awarded the 28" (-10) (2 1/4" barrel), 29" (-10) (2 1/4" barrel), 28" (-10) (2 5/8" barrel), 29" (-10) (2 5/8" barrel), and 30" (-10) (2 5/8" barrel) bat.
 - Kirhofer's Sports be awarded the 29" (-8) (2 5/8" barrel) bat.

IX. BATS (Continued)

Name	30" (-8) (2 5/8" Barrel) 2 ea.	31" (-8) (2 5/8" Barrel) 2 ea.	30" (-5) (2 5/8" Barrel) USABat 2 ea.	31" (-5) (2 5/8" Barrel) USABat 2 ea.	32" (-5) (2 5/8" Barrel) USABat 2 ea.
Kirhofer's Sports	\$78.00	\$78.00	\$240.00	\$240.00	\$240.00
Santo Sport Store	\$81.33	\$81.33	\$134.84	\$134.84	\$134.84
The Perfect Swing Sports	\$79.98	\$79.98	\$138.58	\$138.58	\$138.58
Undefeated Sports LLC	No Bid	No Bid	No Bid	No Bid	No Bid
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	No Bid	No Bid	No Bid
Pyramid School Products	\$228.00	\$228.00	\$144.95	\$144.95	\$144.95

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Kirhofer's Sports be awarded the 30" (-8) (2 5/8" barrel) and 31" (-8) (2 5/8" barrel) bat.
 - Santo Sport Store be awarded the 30" (-5) (2 5/8" barrel) USABat, 31" (-5) (2 5/8" barrel) USABat, and 32" (-5) (2 5/8" barrel) USABat bat.

X. BATS (Continued)

Name	SB 25" (-10) 4 ea.	SB 26" (-10) 3 ea.	SB 27" (-10) 2 ea.	SB 28" (-10) 3 ea.	SB 29" (-10) 7 ea.	SB 30" (-10) 9 ea.	SB 31" (-10) 2 ea.
Kirhofer's Sports	\$30.00	\$30.00	\$30.00	\$42.00	\$42.00	\$42.00	\$42.00
Santo Sport Store	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$27.90	\$42.35
The Perfect Swing Sports	\$27.98	\$27.98	\$27.98	\$27.98	\$27.98	\$27.98	\$43.88
Undefeated Sports LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pyramid School Products	\$30.95	\$30.95	\$30.95	\$30.95	\$30.95	\$30.95	\$46.00

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Santo Sport Store be awarded the SB 25" (-10), SB 26" (-10), SB 27" (-10), SB 28" (-10), SB 29" (-10), and SB 30" (-10) bat.
 - Kirhofer's Sports be awarded the SB 31" (-10) bat.

XI. BATS (Continued)

Name	SB 30" (-10) 2025 Demarini CF Bat WBD2550 4 ea.	SB 31" (-10) 2025 Demarini CF Bat WBD2550 4 ea.	SB 32" (-10) 2025 Demarini CF Bat WBD2550 4 ea.
Kirhofer's Sports	\$290.00	\$290.00	\$290.00
Santo Sport Store	\$298.74	\$298.74	\$298.74
The Perfect Swing Sports	\$304.98	\$304.98	\$304.98
Undefeated Sports LLC	No Bid	No Bid	No Bid
BSN Sports	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	No Bid
Pyramid School Products	\$329.00	\$329.00	\$329.00

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Kirhofer's Sports be awarded the SB 30" (-10) 2025 Demarini CF Bat WBD2550, SB 31" (-10) 2025 Demarini CF Bat WBD2550, and SB 32" (-10) 2025 Demarini CF Bat WBD2550 bat.

XII. HELMETS

Name	Champro HXU HX Rookie Batting Helmet Small T-Ball – Black 12 ea.	Champro HXU HX Rookie Batting Helmet Med Junior – Black 6 ea.	Champro HXU HX Rookie Batting Helmet Lg Senior – Black 3 ea.	Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior - Black 6 ea.	Champro HXFPU HX Rookie Fastpitch Batting Helmet Lg Senior - Black 3 ea.
Kirhofer's Sports	\$14.25	\$14.50	\$16.00	\$23.00	\$23.00
Santo Sport Store	\$13.93	\$14.48	\$15.28	\$22.72	\$22.72
The Perfect Swing Sports	\$13.98	\$14.78	\$15.38	\$21.98	\$21.98
Undefeated Sports LLC	\$14.99	\$15.49	\$16.09	\$20.70	\$20.70
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	\$20.98	\$21.76	\$22.52	\$36.87	\$36.87
Pyramid School Products	\$18.59	\$18.59	\$19.59	\$26.99	\$26.99

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Santo Sport Store be awarded the Champro HXU HX Rookie Batting Helmet Small T-Ball – Black, Champro HXU HX Rookie Batting Helmet Med Junior – Black, and Champro HXU HX Rookie Batting Helmet Large Senior – Black helmet.
 - Undefeated Sports be awarded the Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior – Black and Champro HXFPU HX Rookie Fastpitch Batting Helmet Large Senior -Black helmet.

XIII. MISCELLANEOUS

Name	Champro B047 Movable Pitcher Rubber 10 ea.	Champro A07 Scorebook 70 ea.	Champro B050 Heavy Duty Rubber Batting Tee 10 ea.	Champro B081 Brute 2 Batting Tee 8 ea.	Champro CM03 Sentry Fielder's Facemask Black 20 ea.	Champro E50 Jumbo All-Purpose Bag on Wheels Black 8 ea.
Kirhofer's Sports	\$14.00	\$3.75	\$13.00	\$43.00	\$18.00	\$66.00
Santo Sport Store	\$13.79	\$3.54	\$13.49	\$42.72	\$17.70	\$65.47
The Perfect Swing Sports	\$12.98	\$3.38	\$11.98	\$41.98	\$17.08	\$64.98
Undefeated Sports LLC	\$12.20	\$3.43	\$13.09	\$42.99	\$18.99	\$67.79
BSN Sports	\$20.62*SUB	\$4.92*SUB	\$22.04*SUB	No Bid	No Bid	\$108.58*SUB
Riddell	\$17.91	\$6.84	\$16.18	\$57.66	No Bid	\$87.89
Pyramid School Products	\$15.99	\$3.90	\$22.99	\$50.99	\$20.50	\$76.95

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Undefeated Sports LLC be awarded the Champro B047 Movable pitcher rubber.
 - The Perfect Swing Sports be awarded the Champro A07 Scorebook, Champro B050 Heavy Duty Rubber Batting Tee, Champro B081 Brute 2 Batting Tee, Champro CM03 Sentry Fielder's Facemask Black, and Champro E50 Jumbo All-Purpose Bag on Wheels Black.

XIV. CATCHER'S GEAR

Name	CMHXU Cannon Catcher's Helmet – Youth 12 ea.	CMHXU Cannon Catcher's Helmet – Adult 12 ea.	CP104 Optimus MVP Chest Protector – 12" 3 ea.	CP103 Optimus MVP Chest Protector – 13.5" 3 ea.	CP102 Optimus MVP Chest Protector – 15" 3 ea.
Kirhofer's Sports	\$60.00	\$60.00	\$20.00	\$27.00	\$30.00
Santo Sport Store	\$59.19	\$59.19	\$19.47	\$25.88	\$30.30
The Perfect Swing Sports	\$59.78	\$59.78	\$19.28	\$25.48	\$29.28
Undefeated Sports LLC	\$58.98	\$58.98	\$19.39	\$25.49	\$29.98
BSN Sports	No Bid	No Bid	No Bid	No Bid	No Bid
Riddell	\$81.55	\$81.55	\$26.65	\$34.46	\$39.17
Pyramid School Products	\$69.50	\$69.50	\$22.50	\$29.50	\$33.95

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Undefeated Sports LLC be awarded the CMHXU Cannon Catcher's Helmet – Youth and CMHXU Cannon Catcher's Helmet – Adult.
 - The Perfect Swing Sports be awarded the CP104 Optimus MVP Chest Protector – 12", CP103 Optimus MVP Chest Protector – 13.5", and CP102 Optimus MVP Chest Protector – 15".

XV. CATCHER'S GEAR (Continued)

Name	CG111 Optimus MVP Double Knee Shin Guard 12" Shin Length 3 ea.	CG106 Optimus MVP Double Knee Shin Guard 13.5" Shin Length 3 ea.	CG104 Optimus MVP Double Knee Shin Guard 14.5" Shin Length 3 ea.
Kirhofer's Sports	\$30.00	\$33.00	\$39.00
Santo Sport Store	\$29.30	\$32.74	\$37.84
The Perfect Swing Sports	\$29.38	\$32.98	\$37.88
Undefeated Sports LLC	\$29.99	\$32.98	\$39.98
BSN Sports	No Bid	No Bid	No Bid
Riddell	\$39.95	\$44.65	\$57.26
Pyramid School Products	\$33.95	\$37.95	\$43.59

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - Santo Sport Store be awarded the CG111 Optimus MVP Double Knee Shin Guard 12" Shin Length, CG106 Optimus MVP Double Knee Shin Guard 13.5" Shin Length, and CG104 Optimus MVP Double Knee Shin Guard 14.5" Shin Length.

XVI. CATCHER’S GEAR (Continued)

Name	Rawlings Renegade 31.5 in P-RCM315B Glove 6 ea.	Rawlings Renegade 32.5 in P-RCM325B Glove 6 ea.	Rawlings Shut Out 31” R00713825 Softball Glove 6 ea.	Rawlings Shut Out 33” R00704422 Softball Glove 6 ea.
Kirhofer’s Sports	\$37.00	\$37.00	\$50.00	\$82.00
Santo Sport Store	\$35.93	\$37.89	\$49.14	\$83.44
The Perfect Swing Sports	\$35.88	\$37.88	\$48.98	\$80.98
Undefeated Sports LLC	No Bid	No Bid	No Bid	No Bid
BSN Sports	No Bid	No Bid	No Bid	No Bid
Riddell	No Bid	No Bid	No Bid	No Bid
Pyramid School Products	\$41.95	\$43.95	\$56.95	\$93.95

- **Recommendations:** Staff recommend awarding the below lowest qualified vendors in the respective bid specifications.
 - The Perfect Swing Sports be awarded the Rawlings Renegade 31.5 P-RCM315B Glove, Rawlings Shut Out 31” R00713825 Softball Glove, and Rawlings Shut Out 33” R00704422 Softball Glove.
 - Kirhofer’s Sports be awarded the Rawlings Renegade 32.5 in P-RCM325B Glove.

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

PREVIOUS COMMITTEE/BOARD ACTION:

On December 18, 2024 the Wheaton Park District Board of Commissioner’s approved the 2025 Baseball/Softball uniforms and athletic equipment bid results presented by staff.

REVENUE OR FUNDING IMPLICATIONS:

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

ATTACHMENTS:

Summary of the Awarded Vendors per Baseball/Softball Equipment Bid Category

RECOMMENDATION:

Staff recommends that the Wheaton Park District Board of Commissioner’s approve the 2026 Baseball/Softball uniforms and athletic equipment bid results as presented.

**Wheaton Park District
2026
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS**

Vendor	Equipment	Quantity	Cost
Baseballs			
The Perfect Swing Sports	Rawlings RSGRLLB1	60 doz	\$43.88/doz
The Perfect Swing Sports	Rawlings RSGRSLL1	30 doz	\$43.88/doz
The Perfect Swing Sports	Champro CBB-61 SAF-T-SOFT Level 1 Baseball	10 doz	\$20.88/doz
Softballs			
Santo Sport Store	Rawlings RSGC11BYLUC	30 doz	\$69.40/doz
Santo Sport Store	Rawlings C12BYLUC	60 doz	\$69.40/doz
The Perfect Swing Sports	Champro CSB63 11" SAFE-T- SOFT – Durahide Cover	15 doz	\$45.78/doz
The Perfect Swing Sports	Champro CSB62 12" SAFE-T-SOFT – Durahide Cover	8 doz	\$45.78/doz
Caps/Visors			
The Perfect Swing Sports	Replica Caps Adult MLB-350	60 doz	\$87.98/doz
The Perfect Swing Sports	Replica Caps Youth MLB-350	55 doz	\$87.98/doz
Kirhofer's Sports	Cotton Twill Visors PCTV-100Y With embroidered "W"	26 doz	\$78.00/doz
Kirhofer's Sports	Cotton Twill Caps GL271 With embroidered "W"	27 doz	\$78.00/doz
Kirhofer's Sports	Cotton Twill Caps GL271Y With embroidered "W"	10 doz	\$78.00/doz
Pants			
Santo Sport Store	Champro BPY Value Pull-up Youth	90 doz	\$59.79/doz
Santo Sport Store	Champro BPA Performance Pull Up Adult	15 doz	\$69.74/doz

Wheaton Park District
2026
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS

Santo Sport Store	Champro BP11 Tournament Girl's	48 doz	\$137.44/doz
Santo Sport Store	Champro BP11 Tournament Women's	24 doz	\$162.30/doz
Socks/Belts			
The Perfect Swing Sports	Champro Multi- sport sock AS2 Small	48 doz	\$24.28/doz
The Perfect Swing Sports	Champro Multi- sport sock AS2 Medium	27 doz	\$24.28/doz
The Perfect Swing Sports	Champro Multi- sport sock AS2 Large	20 doz	\$24.28/doz
The Perfect Swing Sports	Champro A060 Adult Brute Belts	32 doz	\$36.58/doz
Uniforms			
Kirhofer's Sports	791 Youth Nextgen Wicking Tee 1 Logo	650 ea	\$4.00/ea
Kirhofer's Sports	791 Youth Nextgen Wicking Tee W/ Team Name, Sleeve Logo	350 ea	\$6.00/ea
The Perfect Swing Sports	1518 Youth Cutter Jersey W/ Team Name, Sleeve Logo, Number	230 ea	\$12.78/ea
The Perfect Swing Sports	1517 Cutter Jersey W/ Team Name, Sleeve Logo, Number	200 ea	\$12.78/ea
The Perfect Swing Sports	1523 Girls Cutter Jersey W/ Team Name, Sleeve Logo, Number	175 ea	\$12.78/ea
The Perfect Swing Sports	1522 Ladies Cutter Jersey W/ Team Name, Sleeve Logo, Number	230 ea	\$12.78/ea
Bats			
Santo Sport Store	24" (-12) (2 1/4" Barrel)	2 ea	\$24.40/ea
Santo Sport Store	25" (-12) (2 1/4" Barrel)	2 ea	\$24.40/ea
Santo Sport Store	26" (-12) (2 1/4" Barrel)	2 ea	\$24.40/ea

Wheaton Park District
2026
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS

The Perfect Swing Sports	25" (-10) (2 1/4" Barrel)	2 ea	\$39.88/ea
The Perfect Swing Sports	26" (-10) (2 1/4" Barrel)	8 ea	\$39.88/ea
The Perfect Swing Sports	27" (-10) (2 1/4" Barrel)	2 ea	\$39.88/ea
The Perfect Swing Sports	28" (-10) (2 1/4" Barrel)	2 ea	\$39.88/ea
The Perfect Swing Sports	29" (-10) (2 1/4" Barrel)	2 ea	\$39.88/ea
The Perfect Swing Sports	28" (-10) (2 5/8" Barrel)	3 ea	\$47.98/ea
The Perfect Swing Sports	29" (-10) (2 5/8" Barrel)	2 ea	\$47.98/ea
The Perfect Swing Sports	30" (-10) (2 5/8" Barrel)	5 ea	\$47.98/ea
Kirhofer's Sports	29" (-8) (2 5/8" Barrel)	2 ea	\$78.00/ea
Kirhofer's Sports	30" (-8) (2 5/8" Barrel)	2 ea	\$78.00/ea
Kirhofer's Sports	31" (-8) (2 5/8" Barrel)	2 ea	\$78.00/ea
Santo Sport Store	30" (-5) (2 5/8" Barrel) USABat	2 ea	\$134.84/ea
Santo Sport Store	31" (-5) (2 5/8" Barrel) USABat	2 ea	\$134.84/ea
Santo Sport Store	32" (-5) (2 5/8" Barrel) USABat	2 ea	\$134.84/ea
Santo Sport Store	SB 25" (-10)	4 ea	\$27.90/ea
Santo Sport Store	SB 26" (-10)	3 ea	\$27.90/ea
Santo Sport Store	SB 27" (-10)	2 ea	\$27.90/ea
Santo Sport Store	SB 28" (-10)	3 ea	\$27.90/ea
Santo Sport Store	SB 29" (-10)	7 ea	\$27.90/ea
Santo Sport Store	SB 30" (-10)	9 ea	\$27.90/ea
Kirhofer's Sports	SB 31" (-10)	2 ea	\$42.00/ea
Kirhofer's Sports	SB 30" (-10) 2025 Demarini CF Bat WBD2550	4 ea	\$290.00/ea
Kirhofer's Sports	SB 31" (-10) 2025 Demarini CF Bat WBD2550	4 ea	\$290.00/ea
Kirhofer's Sports	SB 32" (-10) 2025 Demarini CF Bat WBD2550	4 ea	\$290.00/ea
Helmets			
Santo Sport Store	Champro HXU HX Rookie Batting	12 ea	\$13.93/ea

**Wheaton Park District
2026
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS**

	Helmet Small T-Ball - Black		
Santo Sport Store	Champro HXU HX Rookie Batting Helmet Med Junior - Black	6 ea	\$14.48/ea
Santo Sport Store	Champro HXU HX Rookie Batting Helmet Large Senior - Black	3 ea	\$15.28/ea
Undefeated Sports LLC	Champro HXFPU HX Rookie Fastpitch Batting Helmet Med Junior - Black	6 ea	\$20.70/ea
Undefeated Sports LLC	Champro HXFPU HX Rookie Fastpitch Batting Helmet Lg Senior - Black	3 ea	\$20.70/ea
Miscellaneous			
Undefeated Sports LLC	Champro B047 Movable Pitcher Rubber	10 ea	\$12.20/ea
The Perfect Swing Sports	Champro A07 Scorebook	70 ea	\$3.38/ea
The Perfect Swing Sports	Champro B050 Heavy Duty Rubber Batting Tee	10 ea	\$11.98/ea
The Perfect Swing Sports	Champro B081 Brute 2 Batting Tee	8 ea	\$41.98/ea
The Perfect Swing Sports	CM03 Sentry Fielder's Facemask Black	20 ea	\$17.08/ea
The Perfect Swing Sports	Champro E50 Jumbo All-Purpose Bag on Wheels Black	8 ea	\$64.98/ea
Catcher's Gear			
Undefeated Sports LLC	CMHXU Cannon Catcher's Helmet – Youth	12 ea	\$58.98/ea
Undefeated Sports LLC	CMHXU Cannon Catcher's Helmet – Adult	12 ea	\$58.98/ea

**Wheaton Park District
2026
BASEBALL SOFTBALL UNIFORM AND ATHLETIC EQUIPMENT BIDS**

The Perfect Swing Sports	CP104 Optimus MVP Chest Protector – 12"	3 ea	\$19.28/ea
The Perfect Swing Sports	CP103 Optimus MVP Chest Protector – 13.5"	3 ea	\$25.48/ea
The Perfect Swing Sports	CP102 Optimus MVP Chest Protector – 15"	3 ea	\$29.28/ea
Santo Sport Store	CG111 Optimus MVP Double Knee Shin Guard 12" Shin Length	3 ea	\$29.30/ea
Santo Sport Store	CG106 Optimus MVP Double Knee Shin Guard 13.5" Shin Length	3 ea	\$32.74/ea
Santo Sport Store	CG104 Optimus MVP Double Knee Shin Guard 14.5" Shin Length	3 ea	\$37.84/ea
The Perfect Swing Sports	Rawlings Renegade 31.5 in P-RCM315B Glove	6 ea	\$35.88/ea
Kirhofer's Sports	Rawlings Renegade 32.5 in P-RCM325B Glove	6 ea	\$37.00/ea
The Perfect Swing Sports	Rawlings Shut Out 31" R00713825 Softball Glove	6 ea	\$48.98/ea
The Perfect Swing Sports	Rawlings Shut Out 33" R00704422 Softball Glove	6 ea	\$80.98/ea

2025 Agreement will be updated for
approval on Dec 17, 2025

LICENSE AGREEMENT FOR ACCESS AND USE

This License Agreement ("Agreement") is made and entered into this 16th day of January, 2025, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Bauer and Bauer Dentistry and Orthodontics, 623 S. Naperville Road, Wheaton Illinois, an Illinois corporation ("Licensee"). Park District and Licensee are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Park District owns, operates, and maintains a parking lot located at the Central Athletic Complex, 500 S. Naperville Road in Wheaton, Illinois ("Park Property"); and

WHEREAS, Licensee desires access to and use of 20 parking spaces to provide employee parking and

WHEREAS, the Park District has identified 20 parking spaces located on the Park Property, as more fully described and depicted on Exhibits A & B attached hereto and incorporated herein by reference ("Licensed Parking Area"), that are not currently needed for park and recreational purposes and may be made available to Licensee for the purpose of providing additional parking in connection with its need for employee parking (collectively, the "Licensed Activities"); and

WHEREAS, the Park District's Board of Park Commissioners find and hereby declare that it is in the best interests of the Park District, its residents, and the general public to grant Licensee a license to use the Licensed Parking Area for the Licensed Activities, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

1.1 The above Recital paragraphs are contractual in nature and are incorporated into and made a part of this Agreement as though fully set forth herein.

ARTICLE 2 CONDITIONS PRECEDENT TO PARK DISTRICT'S OBLIGATIONS

2.1 Insurance. Licensee shall obtain and keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Agreement. Licensee shall provide coverage that is at least as broad as the coverages set forth in Exhibit C, attached hereto and incorporated herein by

reference. The Park District shall have the right, but not the obligation, to prohibit Licensee and any of its officers, officials, employees, volunteers, agents or invitees from entering the Licensed Parking Area until evidence that insurance has been placed in compliance with the requirements of this Article are received by the Park District.

ARTICLE 3

LICENSEE'S USE OF THE LICENSED PREMISES

3.1 Grant of non-exclusive License. Subject to the terms and conditions of this Agreement, the Park District hereby grants to Licensee the following rights ("License"):

- A. Access to the Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to and use of the Licensed Parking Area for the Licensed Activities during the term of this Agreement on the dates and times set forth in Section 3.2 below, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.
- B. Ingress/Egress. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall also have reasonable access and means of ingress and egress to, over, upon or across other portions of the Park Property on the dates and times set forth in Section 3.2 below for the limited purpose of enabling reasonable access to and use of the Licensed Premises, unless this Agreement and/or the License granted hereunder is earlier terminated in accordance with Article 5 below.

3.2 Dates and Times. Licensee shall have access to and use of the Licensed Premises, including reasonable means of ingress and egress, as follows:

- A. Licensed Parking Area. Licensee and its officers, officials, employees, agents, volunteers, and invitees shall have access to the Licensed Parking Area during the term of this Agreement from:
 - January 1, 2025 through December 31, 2025
 - Monday through Friday
 - 6:30 am though 5:30 pm
- B. Additional Dates and Times. Licensee may secure access to and use of the Licensed Premises on additional days and/or for additional or extended hours, subject to availability as determined by the Park District in its sole and absolute discretion. Any request for additional access or use shall be submitted by Licensee to the Park District in writing in accordance with Article 6 not less than seventy-two (72) hours in advance.

3.3 Compliance with Laws; Manner of Use. Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Activities. Licensee shall conduct, and shall cause its officers, officials, employees,

agents, volunteers, and invitees to conduct, the Licensed Activities in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Parking Area which is directly or indirectly forbidden by law, ordinance, rule or regulation, or which may be dangerous to life, limb or property, or which may increase the Park District's insurable or uninsurable risk or liability. Licensee shall cooperate with the Park District and the Wheaton Police Department and shall strictly follow all public safety requirements regarding its use of the Licensed Parking Area and its conduct of the Licensed Activities.

3.4 Waiver and Release of Liability. Licensee shall conduct the Licensed Activities entirely at its own risk. Licensee acknowledges that the Park District shall not provide any supervision, security or protection in connection with the Licensed Activities. The Park District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of the Park District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges and holds harmless the Park District, and its elected and appointed officials, officers, employees and agents from any and all claims of every nature whatsoever, which Licensee may have at any time against the Park Indemnitees (as hereinafter defined), including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to the Licensed Activities, the condition of the Licensed Parking Area, or use by the Park District or Licensee of the Licensed Parking Area.

3.5 Condition of the Property. Except as otherwise specifically provided in this Agreement, the Park District has not made, and by grant of the non-exclusive License hereunder does not make, any representations with respect to the condition of the Licensed Parking Area or its suitability for any purposes, including but not limited to the Licensee's intended purposes, it being acknowledged and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting the Licensed Parking Area prior to its execution of this Agreement, and prior to each use thereof by Licensee, and its officers, officials, employees, agents, volunteers, and invitees, or any of them.

3.6 Reservation of Rights. The License granted hereunder is not exclusive, and the Park District reserves the right to continue its use and the public's use of the Park Property and the Licensed Parking Area, which specifically includes but is not limited to access to and use of the Licensed Parking Area by the Park District. The Park District shall have the right to use the Park Property, including the Licensed Parking Area, at any time for any purpose which does not unreasonably interfere with the Licensed Activities during the term of this Agreement. Any rights to the Licensed Parking Area not specifically granted to Licensee under this Agreement are reserved to the Park District, its successors and assigns. The Park District shall have the right to enter upon the Licensed Parking Area at any time(s) to inspect, maintain or repair the Park Property, including the Licensed Parking Area and improvements thereon, to determine Licensee's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s).

3.7 License Fee. As compensation for the License, Licensee shall pay to Park District a license fee in the total amount of ten thousand eight hundred twenty-four dollars (\$10,824), or nine hundred two dollars (\$902) per month (“License Fee”). The License Fee shall be paid in monthly installments, due on the first day of each month during the term of this Agreement, with the first payment due on January 1, 2025 and the final payment due on December 1, 2025.

3.8 Security Deposit. As security for the performance of Licensee’s obligations under this Agreement, contemporaneous with the execution and delivery of this Agreement, Licensee shall deposit nine hundred two dollars (\$902) (the “Security Deposit”) with Park District the sum of. Park District shall not be required to keep this Security Deposit in a separate account and Licensee shall not be entitled to interest thereon. *Note: Park District acknowledges receipt of \$867.00 security deposit received on 2/7/23.*

ARTICLE 4 INDEMNIFICATION AND HOLD HARMLESS

4.1 Indemnification. Licensee hereby indemnifies and shall defend and hold harmless the Park District, and its elected and appointed officials, officers, employees, volunteers and agents (the “Park Indemnitees”) from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys’, paralegals’ and consultants’ fees (the “Legal Expenses”), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any environmental laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, or its officers, officials, employees, agents, volunteers, and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to Licensee under this Agreement or its use of the Licensed Parking Area. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.1. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from the Licensee’s breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. Subject to the dates and times set forth in Sections 3.1 and 3.2 above, the term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless earlier terminated by the Park District pursuant to Article 5, or otherwise by mutual written agreement of the Parties.

5.2 Termination. The Park District shall have the right to terminate this Agreement and the non-exclusive License granted hereunder immediately and without notice: (i) upon Licensee's default of its obligations hereunder, or its violation of any federal or state laws, or local regulations or ordinances; or (ii) in the event Licensee abandons, discontinues, or otherwise ceases operations. Upon the effective date of termination, the respective rights and obligations of the Parties shall cease with the exception of any obligation that accrued prior to the effective date of termination that remains unsatisfied on the termination date, including but not limited to any obligation under Paragraphs 2.1, 3.4 and 4.1 above. Notwithstanding the foregoing, the Park District may terminate this Agreement upon not less than sixty (60) days prior written notice to Licensee's in accordance with Article 6 herein in the event the Park District requires the use of the Licensed Premises for park and recreational purposes as determined by the Park District's Board of Park Commissioners in its sole and absolute discretion.

ARTICLE 6 NOTICES

6.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective: (i) as of the date personally delivered; (ii) one (1) business day after the date delivered to a nationally recognized overnight courier service, delivery prepaid for next business day delivery; or (iii) at the time of being sent by email if delivery thereof is confirmed and notice has been sent to the following addresses and/or email addresses:

If to Licensee: Bauer and Bauer Dentistry and Orthodontics
623 S. Naperville Road
Wheaton, IL 60187
Attn: Alondra Hernandez, Operations Manager
Email: alondra@bauersmiles.com

If to the Park District: Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
Attn: Michael Benard, Executive Director
Email: mbenard@wheatonparks.org

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Parties.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its principles of conflicts of law. Jurisdiction over any dispute shall be in the Circuit Court of DuPage County, Illinois.

7.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. This Agreement, the exhibits and other writings referred to herein, constitute the entire understanding of the parties with respect to the subject matter hereof.

7.4 Time of the Essence. Time is of the essence in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the transaction contemplated hereby cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

7.5 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instruments. All electronic or .pdf signatures shall be treated as original signatures for all purposes.

7.6 Severability. If any term, condition or provision of this Agreement is adjudicated invalid or unenforceable, the remainder of this Agreement, other than such term, condition or provision, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

7.7 Article Headings. The Article headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement.

7.8 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors in interest.

7.10 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.11 Further Assurances. The Parties agree to execute all documents and instruments reasonably required in order to consummate the matters contemplated herein.

7.12 Joint Participation. The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each Party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any Party. This Agreement shall be construed as if it was jointly prepared by the Parties and any uncertainty or ambiguity shall not be interpreted against one Party and in favor of the other.

7.13 No Third Party Beneficiaries. This Agreement does not confer any rights or benefits on any third party.

7.14 Authorization. The undersigned duly authorized representatives of Licensee and the Park District represent and warrant that no additional consents, approvals or authorizations are necessary or required to effectuate this Agreement.

7.15 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement shall constitute a waiver by the Park District of any right, privilege or defense available to the Park District under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.”

7.16 Sexual Harassment Policy. Licensee certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite his/her signature below.

LICENSEE

By:_____

Date:_____

Its:_____

Attest:_____

Its:_____

WHEATON PARK DISTRICT

By:_____
President, Board of Park Commissioners

Date:_____

Attest:_____
Secretary, Board of Park Commissioners

EXHIBIT A &B

[Insert depiction and or description of Licensed Parking Area]

EXHIBIT C

Insurance Requirements

For purposes of this Exhibit B, Bauer and Bauer Dentistry and Orthodontics shall be referred to as "Licensee."

Licensee shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

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

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

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

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

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

Exhibit A
Central Athletic Center
License Agreement for Access & Use



Exhibit B
Central Athletic Center
License Agreement for Access & Use During Construction



2025 Agreement will be updated for
approval on Dec. 17, 2025

LEASE AGREEMENT

This Lease Agreement ("Lease") is made by and between the Wheaton Park District, an Illinois park district (the "Landlord") and Computer System Innovation Inc. (the "Tenant") (Landlord and Tenant are collectively referred to as the "Parties"). This Lease is effective the date the Landlord closes on the purchase of the Building.

Landlord is the owner of the land and improvements commonly known as the Wheaton Oaks Professional Building, and numbered as 855 West Prairie Avenue, Wheaton, IL 60176 (the "Building").

Landlord makes available for lease a portion of the Building designated as approximately 226 square feet of the First Floor West Suite, approximately 319 square feet of shared meeting space and approximately 745 square feet of shared hallways and Bathrooms as depicted in Exhibit A, attached to and incorporated herein by reference (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term and Termination.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term beginning July 1, 2025 and ending December 31, 2025 (the "Term"), unless otherwise terminated in accordance with the terms and provisions of this Lease. Tenant already has and shall retain possession. Notwithstanding the foregoing, Landlord has the right to terminate this Lease in accordance with Sections 8C and 16 of this Lease.

Upon termination of this Lease, by expiration or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall immediately, peaceably, and quietly surrender to Landlord possession of and vacate the Leased Premises, and Tenant shall return the Leased Premises to Landlord in as good a condition as existed when Tenant took possession, except for reasonable wear and tear and loss by fire or other casualty.

2. Rental.

Tenant shall pay to Landlord during the Term rent of \$4,000.00 ("Rent"). Rent shall be paid in a lump sum or in 6 monthly payments of \$666.67 each due the first day of each month of the Term to Landlord at 102 E. Wesley Street, Wheaton, Illinois 60187, or at such other place designated by written notice from Landlord to Tenant.

3. Intentionally Omitted.

4. Use.

Tenant shall use and occupy the Leased Premises for office space only. The Leased Premises shall be used for no other purpose. Landlord represents that the Leased Premises may lawfully be used for such purpose. Tenant shall not use or permit the Leased Premises to be used for any unlawful purpose and covenants and agrees not to maintain any nuisance on the Leased Premises which shall be in any manner injurious to or endanger the health and safety of any persons on or in the vicinity of the Leased Premises.

5. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part, without Landlord's written consent, which may be withheld for any reason. Landlord may assign this Lease without Tenant's consent to any purchaser of the Building.

6. Cleaning and Repairs.

During the Term, Tenant shall keep the Leased Premises in clean, safe and sanitary condition and be responsible for the costs of cleaning the Leased Premises and shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant shall not be responsible for other expenses of the Building, including the maintenance and repair of the HVAC system serving the Leased Premises. Landlord agrees to empty garbage and recycling bins within Tenant's offices on a regular schedule (typically Tuesday through Saturday each week as staff availability allows).

7. Alterations and Improvements.

Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in, to or about the Leased Premises.

8. Insurance and Indemnity.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain during the Term of this Lease, commercial general liability insurance, on an occurrence basis, in the amount of \$2,000,000 per occurrence. Tenant shall also maintain during the Term of this Lease, business auto liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Upon execution of the Lease, and upon demand by Landlord, Tenant shall furnish to Landlord a certificate of insurance indicating that the policies of insurance required hereunder have been purchased and paid for by Tenant. Failure of Tenant to submit proof of acceptable insurance to Landlord shall entitle Landlord to immediately terminate the Lease. The certificates of insurance shall provide that all insurance required hereunder shall not be cancelled, terminated or reduced without at least ten (10) days advance written notice to Landlord. The Landlord, its Park Commissioners, employees and agents shall be named as additional insureds on the commercial general liability insurance. All insurance of the Tenant shall be primary insurance.

D. Tenant shall defend, indemnify and hold the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns, harmless from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees and costs, costs and expenses of litigation for any claim against the Landlord, including personal injury, death and property damage, arising out of Tenant's use of the Premises except to the extent caused by the negligence of the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns. Tenant shall similarly defend, indemnify and hold the Landlord, its Park Commissioners, employees, agents and volunteers, and their respective successors and assigns, harmless from and against all claims, costs, damages, losses and expenses, including but not limited to, attorneys' fees and costs, costs and expenses incurred by reason of Tenant's breach or default of any of its obligations under this Lease.

9. Utilities/Services.

Landlord shall pay all charges for gas, electricity and other utilities used by Tenant on the Leased Premises during the Term of this Lease unless otherwise expressly agreed in writing by Tenant. Tenant acknowledges that the Leased Premises are designed to provide standard office use. Tenant shall not use any equipment or devices that

utilize excessive electrical energy, or which may, in Landlord's reasonable opinion, overload the wiring or HVAC system or interfere with utility services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and other restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the Term of the Lease, Tenant shall have the right to one (1) reserved parking space that are on the Building premises as depicted in Exhibit B, attached to and incorporated herein.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time as long as such rules do not unreasonably interfere with Tenant's use of the Premises and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. Security.

The Tenant is responsible, at its sole cost and expense, for establishing and maintaining the safety and security of the Leased Premises, including the safety and security of Tenant's personal property on the Leased Premises, and the safety and security of Tenant's employees, invitees, licensees, patrons, agents, representatives, and anyone else on the Leased Premises during Tenant's occupancy of the same.

15. Damage and Destruction.

Subject to Section 8A above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within forty-five (45) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises which the Tenant is not obligated to repair, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for three (3) days after written notice thereof shall have been given to Tenant by Landlord, or, except as provided in Section 8C of this Lease, if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Leased Premises. Landlord shall have, in addition to the remedy above provided, the right to exclude the Tenant from the Leased Premises without terminating this Lease and all other rights and remedies available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

17. No Liability.

Landlord shall not be liable for any damage done or occasioned in, upon or about the Leased Premises nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except to the extent attributable to the reckless and/or willful/wanton acts of the Landlord and/or its employees. In the event of a breach of contract claim by Tenant against the Landlord, Landlord shall only be liable for direct damages caused by such breach and not consequential damages.

18. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the Term of this Lease.

19. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for Rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

20. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

21. No Encumbrances.

Lessee shall not undertake or cause to be undertaken any act or thing so as to encumber in any manner the title of the Leased Premises or to create a lien upon the Leased Premises or any buildings or structures on the Leased Premises. In the event that the any part of the Leased Premises becomes encumbered by any lien or other interest as a result of any act or omission of Tenant, Tenant shall, upon demand, take such actions as are necessary to obtain a release of such lien or other interest. If Tenant fails to commence any action to release such lien, Landlord may, but is not obligated to, take any action as it deems necessary to release such lien or other interest and Tenant shall reimburse Landlord upon demand for all costs and expenses incurred in obtaining such release, including, but not limited to, reasonable attorneys' fees.

22. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Executive Director
Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60187

If to Tenant to:

Computer System Innovations, Inc.
c/o Douglas Morris
747 Elm
Glen Ellyn, IL 60137

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

23. No Third-Party Beneficiary.

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

24. Brokers.

Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

25. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

26. Memorandum of Lease.

The Parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

27. Headings.

The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

28. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, and assigns.

29. Consent.

Landlord and Tenant shall not unreasonably withhold or delay their consent with respect to any matter for which their consent is required or desirable under this Lease.

30. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

31. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

32. Governing Law.

This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

Wheaton Park District

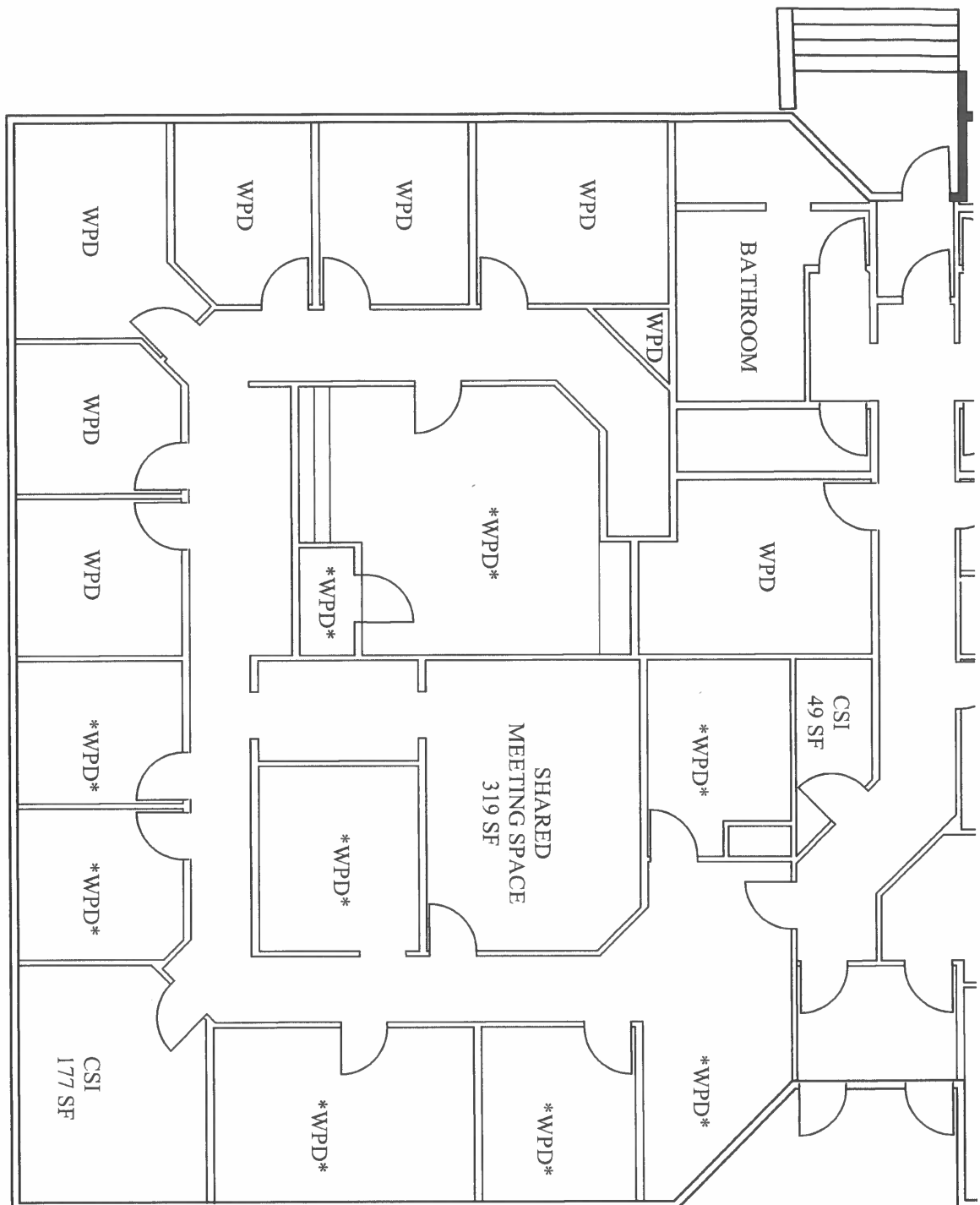
By: _____
Michael J. Benard, Executive Director

TENANT:

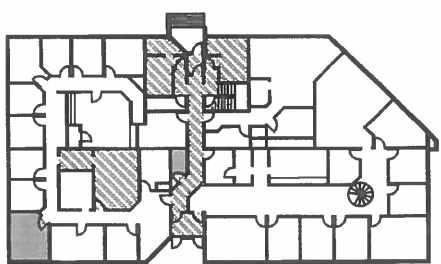
Computer System Innovation Inc.

By: _____
Douglass Morris

Its _____

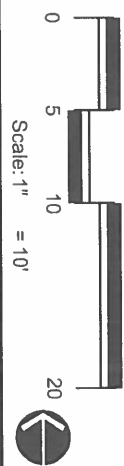


ROOM is a room that changed from previous lease



LEASED AREA SHADED

- 226 Sq. Ft. Leased Area
- 319 Sq. Ft. Shared Meeting Space
- 745 Sq. Ft. Shared Halls & Bathrooms





Google Earth

W Prairie Ave

Imagery Date: 3/17/2018 -41°52'37.11"N 98°07'10.85"W elev: 735 ft eye alt: 1011 ft

Exhibit B- Parking (revised in 2025)

1 Spaces Reserved for CSI staff & guests M-F
Joint use by CSI & WPD Sat & Sun

2025 Agreement Will be Updated for
approval on Dec. 17, 2025

GOVERNMENT RELATIONS SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 19th day of March, 2025 by and between Government Navigation Group, Inc. ("GNG") with offices at 227. W. Monroe, #2100 Chicago, Illinois 60606 and Wheaton Park District ("Park District") with its principal office at 102 E. Wesley Street, Wheaton, Illinois, 60187 For purposes of this Agreement, GNG and Park District may also be referred to individually as a "Party" or together as the "Parties."

RECITALS

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

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

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

1. Incorporation of Recitals and Term.

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

The term of this Agreement shall commence on January 1, 2025 and unless sooner terminated in accordance with the provisions of this Agreement, shall remain in effect through December 31, 2025 (the "Term").

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

2. Services

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

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

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

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

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

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

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

3. Compensation and Expenses

For and in consideration of GNG's performance of Services in accordance with the terms and conditions of this Agreement, Park District shall pay GNG a retainer at the rate of \$4,500 per month for the period beginning January 1, 2025 and ending December 31, 2025.

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

4. Payment Terms/Late Payment

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

5. Compliance with State and Federal Laws

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

6. Indemnification

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

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

7. Confidentiality

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

8. Independent Contractor.

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

9. Termination

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

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

10. Non-Assignment

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

11. Entire Agreement; Amendments, Etc.

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

12. No Waiver

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

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

13. Compliance and Headings

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

14. Limitation on Damages

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

15. Governing Law

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

16. Counterparts

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

17. Notice

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

If to Park District: Wheaton Park District
 102 E. Wesley Street
 Wheaton, IL 60187
 Attn: Michael J. Benard, Executive Director
 Email: mbenard@wheatonparks.org

If to GNG: Government Navigation Group, Inc.
 227. W. Monroe, #2100
 Chicago, Illinois 60606
 Attn: Paul Rosenfeld
 Email: Paul@govnavigationgroup.com

18. Conflict of Interest

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

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

19. No Collusion

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

20. Sexual Harassment Policy/Non-Discrimination

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

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

Government Navigation Group, Inc.

Wheaton Park District

By:_____

By:_____

As its:_____

As Its:_____

EXTENSION OF AGREEMENT FOR MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES

This Extension Agreement ("Extension Agreement") is made and entered into this __ day of December, 2025, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and Advanced Intelligence Engineering, an Illinois corporation ("Vendor"), and renews and extends that certain agreement entitled "Agreement for Management of Information Technology Services" between the Park District and Vendor dated January 28, 2022 ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Park District and Vendor are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into an Agreement that governs, among other things, Vendor's management of certain Park District information technology services as more specifically identified in the Agreement; and

WHEREAS, the Agreement had an initial term of four (4) years, commencing on January 1, 2022 and expiring on December 31, 2025; and

WHEREAS, the Parties are currently negotiating the terms of a new management of information technology services agreement, but are unlikely to finalize same prior to the expiration of the current Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests to enter into a short-term extension of the existing Agreement to ensure no disruption in services while the Parties work to finalize the terms of a new agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Term. Pursuant to this Extension Agreement, the term of the original Agreement is hereby extended for an additional period of one (1) month, commencing on January 1, 2026 and expiring on January 31, 2026. Thereafter, the original Agreement shall automatically renew for additional one (1) month increments, commencing on the first day of the month and terminating on the final day of that same month, unless either Party provides the other Party with written notice of its intent not to renew not less than five (5) days prior to the end of the current month.

3. Termination.

a. Notwithstanding anything to the contrary in the original Agreement or this Extension Agreement, either Party may terminate the original Agreement and this Extension Agreement for convenience and without cause upon seven (7) days prior written notice.

b. In addition, the original Agreement and this Extension Agreement shall automatically terminate upon the execution of a new agreement for management of information technology services between the Parties.

4. Counterparts. This Renewal may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned .pdf file, such signature shall create a valid and binding obligation of the party with the same force and effect as if the facsimile or scanned .pdf signature page were an original thereof.

6. Entire Agreement; Modification. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Renewal contain all of the terms and conditions agreed upon by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Renewal must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement as of the date last set forth below.

WHEATON PARK DISTRICT

By: _____

Title: _____

Date: _____

ADVANCED INTELLIGENCE ENGINEERING

By: _____

Title: _____

Date: _____

Current

AGREEMENT FOR MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES

This Agreement for Management of Information Technology Services (the "Agreement") is made and entered into by and between the Wheaton Park District (the "Park District"), an Illinois unit of local government, and Advanced Intelligence Engineering ("Vendor"), an Illinois corporation, which hereinafter may be referred together as the "Parties" or individually as a "Party."

WHEREAS, the Park District desires Vendor to perform certain management of information technology services for the Park District, as detailed in the Park District's Request for Proposal dated July 1, 2021, attached and incorporated as Exhibit A ("RFP") and Vendor's Proposal dated August 1, 2021, attached and incorporated as Exhibit B (the "Proposal"), and Vendor desires to provide said services to the Park District described hereunder based on and subject to the terms and conditions set forth in this Agreement.

Section 1: MANAGEMENT OF INFORMATION TECHNOLOGY SERVICES.

Vendor shall provide the management of information technology services detailed in the RFP and the Proposal (hereinafter referred to as the "Services"). The Park District may desire to have Vendor render additional services in connection with this Agreement other than those expressly provided for in the Contract Documents (defined below). Any additional services shall not commence unless authorized in writing by the Park District. Vendor shall perform the additional services in accordance with the standards for performance of the Services under this Agreement.

Section 2: CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement between the Park District and Vendor, the RFP, the RFP response Proposal, and the Master Services Proposal dated December 29, 2021 attached as Exhibit C ("MSP"). All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any conflict between any provision of the Proposal and this Agreement, the terms of this Agreement shall control.

Section 3: TERM OF AGREEMENT.

The term of this Agreement shall commence on January 1, 2022 and, unless terminated earlier as provided herein, shall expire on December 31, 2025 (the "Term").

Section 4: SCHEDULE FOR PERFORMANCE OF VENDOR'S SERVICES.

Vendor's Services shall be performed in a timely manner and in accordance with the Contract Documents, as may be amended by the Parties in writing or in accordance with this Agreement.

Section 5: PERFORMANCE OF WORK.

Vendor agrees to perform faithfully, industriously, and to the best of Vendor's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement or greater generally recognized industry standards

in order to produce a first class work product and services of the type and scope contracted for under this Agreement, to the reasonable satisfaction of the Park District. Vendor shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable national, federal, state, county and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether Vendor's duties are performed satisfactorily. The duties of Vendor may be specified and modified from time to time by the Park District in writing.

Section 6: PAYMENT FOR SERVICES.

The Park District agrees to compensate Vendor for providing the Services in accordance with the Pricing Schedule outlined in the MSP. Payment shall be made by the Park District to the Vendor upon the Park District's receipt of an invoice itemizing the Services properly performed, as determined by the Park District, for the period covered by the invoice. The Vendor will invoice the Park District on a monthly basis. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). Each invoice shall include a description of the Services completed to the date of the invoice and, with respect to any additional services included, the nature of the additional services as listed in the Proposal, the date those additional services were approved by the Park District, and the number of hours or portion thereof that were expended by each such person in the performance of the additional services.

Section 7: PAYMENT FOR ADDITIONAL SERVICES.

For the proper performance of any additional services, first approved in writing by the Park District, the Park District shall compensate Vendor in accordance with the Pricing Schedule outlined in the MSP.

Section 8: OWNERSHIP OF INSTRUMENTS OF SERVICE.

Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by Vendor in the performance of its Services under this Agreement (hereinafter "Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

Section 9: PARK DISTRICT'S MARKS.

The "Park District's Marks" shall mean the Park District's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights directly associated with the Park District or any program, facility, special event of business of the Park District, whether existing on the date of execution of this Agreement or created thereafter. The Park District's Marks are and shall remain the Park District's property.

- a) Vendor is hereby authorized to use the Park District's Marks for the Services during the Term of this Agreement, provided the Park District shall have the right to approve all such uses in writing in advance.

- b) Vendor shall not use or permit the use of the Park District's Marks unless such use is authorized by this Agreement or such use is permitted by the prior written consent of the Park District.
- c) The right to use the Park District's Marks is non-exclusive, non-assignable and nontransferable. All use by Vendor of the Park District's Marks shall inure solely to the benefit of the Park District.

Section 10: CONFIDENTIALITY.

The Parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other Party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that Party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other Party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 11: TERMINATION.

This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice. This Agreement may be terminated or suspended by Vendor, in whole or in part, for convenience and without cause upon thirty (30) days prior written notice. In the event of termination, Vendor will be paid for all approved Services properly rendered to the date of termination, and upon such payment, all obligations of the Park District to Vendor under this Agreement shall cease. Furthermore, in the event of such termination, Vendor shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately: i) upon Vendor's failure to cure or to commence to cure any breach or default of its obligations hereunder within five (5) days after written notice from the Park District of Vendor's said breach or default; ii) if Vendor ceases operation without a successor approved by the Park District in accordance with Section 18; or iii) upon Vendor's violation of any federal or state laws, or local regulations or ordinances. Upon termination due to Vendor's breach of this Agreement, Vendor shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement Services.

Section 12: INSURANCE.

Vendor shall procure, keep in full force and effect, and maintain at its sole cost and expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, intellectual property claims, and any third party intellectual property claims, which may arise from or in connection with the performance of the Services hereunder by the Vendor, its agents, representatives, employees, or subcontractors. The Park District shall be named as the certificate holder and the Park District, its elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the Vendor's Commercial General Liability policy on the Certificate of Insurance.

Vendor shall obtain insurance of the types and in the minimum amounts listed below.

A. Commercial General and Umbrella Liability Insurance. Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. Vendor shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,00 for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor's work.

E. General Insurance Provisions

(1) Prior to beginning any services, Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

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

(3) Cross-Liability Coverage. If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

Section 13: INDEMNIFICATION.

To the fullest extent permitted by law, Vendor, its officers, directors, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by Vendor, its officers, directors, employees, volunteers and agents under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of Vendor, its officers, director, employees, volunteers and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement.

Section 14: NO INFRINGEMENT.

Vendor warrants that the products used for the Services and any parts thereof will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party, provided however that Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Park District is enjoined from using any products provided by Vendor due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Park District, at Vendor's expense, the right to continue using said product; or (ii) replace or modify the product, at Vendor's expense, so that the product becomes non-infringing.

Section 15: NO LIABILITY.

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

Section 16: INDEPENDENT CONTRACTOR.

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

Section 17: NO THIRD PARTY BENEFICIARY.

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

Section 18: NON-ASSIGNMENT.

Vendor shall not assign any of its obligations under this Agreement without the Park District's written consent, which may be granted or withheld in the Park District's sole discretion.

Section 19: NO CONFLICT OF INTEREST.

Vendor represents and warrants that Vendor does not have a business interest or a close family relationship with any Park District officer or employee who was, is, or will be involved in Vendor selection, negotiation, drafting, signing, administration, or evaluating Vendor's performance. As used in this section, the term "Vendor" shall include any employee of the Vendor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a Park District officer or employee described above.

Section 20: KEY PERSONS/NO SUBCONTRACTS.

Vendor shall not transfer or reassign any individual designated in this Agreement as essential to performing

the Services, without the express written consent of the Park District, which consent shall not be unreasonably withheld. If, during the Term of this Agreement, any such individual leaves the Vendor's employment, Vendor shall present to the Park District one or more individual(s) with greater or equal qualifications as a replacement, subject to the Park District's approval, which shall not be unreasonably withheld. The Park District's approval shall not be construed to release Vendor from its obligations under this Agreement.

Furthermore, Vendor shall not subcontract with any third party to perform any of the Services and understands and agrees that the Park District is hiring Vendor for its knowledge and experience in the field of management of information technology services.

Section 21: DESIGNATED REPRESENTATIVES.

The Park District hereby designates **Michael Benard and Sandra Simpson** as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to Vendor at all reasonable times for consultation with Vendor. Vendor shall confirm to the Park District in writing any decision made by the Park District's Representative. Vendor hereby designates **Geoff Pearson and Jeremy Wills** as the Vendor's Representative ("Vendor's Representative") for all matters for Vendor under this Agreement and with respect to the Services to be performed by Vendor for the Park District. Vendor's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by Vendor's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

Section 22: DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement concerning Vendor's performance shall first be resolved through negotiations, if possible, between each Party's Designated Representative as specified in Section 21 of this Agreement. If such officials do not agree upon a decision within a reasonable period of time, the Parties may pursue other legal means to resolve such disputes.

Section 23: CHOICE OF LAW AND VENUE.

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

Section 24: COMPLIANCE WITH LAWS.

Vendor shall comply with all federal, state and local laws, rules and regulations and shall obtain at Vendor's own cost and expense all permits and licenses which may be required in order for Vendor to provide the Services.

Section 25: NO COLLUSION.

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

Section 26: SEXUAL HARASSMENT POLICY/NON-DISCRIMINATION.

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

Section 27: MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each of the Parties hereto.
- B. Successors and Assigns: The provisions, covenants and conditions in this Agreement shall bind the Parties, their legal heirs, representatives, successors, and assigns.
- C. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- D. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the Park District of any performance by Vendor after the time the same shall have become due nor payment to Vendor for any portion of the Services shall constitute a waiver by the Park District of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the Park District in writing.

- F. Entire Agreement: This Agreement, along with any exhibits and attachments, constitutes the entire agreement between the Parties with respect to the Services. No verbal agreement or conversation between any officer, agent, associate or employee of the Park District and any officer, agency, employee or associate of Vendor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- G. Negotiated Agreement: The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.
- H. Headings: The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.
- I. Notices: All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and:
- (a) shall be sent by personal delivery, in which case notice shall be deemed delivered on the date of receipt by the other Party; or
 - (b) shall be sent by facsimile or e-mail if a copy of the writing is also sent by United States Certified Mail, pursuant to subparagraph (d) below, in which case notice shall be deemed delivered on the date and at the time of transmittal by facsimile or e-mail, provided that a transmission report is generated that reflects the accurate transmission date and time of the writing; or
 - (c) shall be sent by a nationally recognized overnight courier, in which event notice shall be deemed delivered one (1) business day after deposit with that courier; or
 - (d) shall be sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail.

All such notices shall be addressed as follows:

If to the Vendor:

Attn: Jeremy Wills
Advanced Intelligence Engineering
104 E. Roosevelt Road Suite 101
Wheaton, IL 60189
Phone: 630-936-4045
Fax:

If to the Park District:

Attn: Executive Director
Wheaton Park District

102 E. Wesley Street
Wheaton, IL 60187
Phone: 630-510-4955
Fax: 630-665-5880

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

Wheaton Park District

By



1/21/2022

Signature

Date

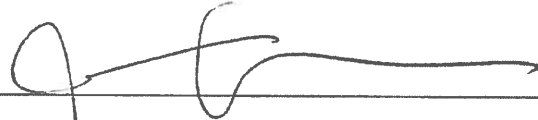
Michael J. Bernard, Executive Director

Printed Name

Title

Advanced Intelligence Engineering

By



01-28-2022

Signature

Date

Jeremy Wins

PRESIDENT

Printed Name

Title



Advanced Intelligence Engineering

Wednesday, December 29, 2021

Wheaton Park District
Mike Benard
1777 S Blanchard St
Wheaton, IL 60189
mbenard@wheatonparks.org

Dear Mike,

Wheaton Park District has extended the opportunity to Advanced Intelligence Engineering via RFP for a partnership between our two organizations. Our proposal aims to demonstrate how we will effectively manage, monitor, shape and position the IT environment as a foundational driver for the success of WPD's organizational vision which is to "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."

We strongly believe strongly we can deliver on all areas required to provide a strong partnership that will continue to reinforce the mission of WPD. These areas include the following:

- Monitoring and management of internal systems and the network
- Facilitation of a quality working relationship with WPD's leadership team in order to properly support end-users within the organization
- Delivery of quality CIO services focused on alignment of the Park District's technology investments to their organizational goals
- Capable project management demonstrated through a commitment to a shared vision, strong leadership, proper delegation and consistent communication

In addition, our MSP Agreement details the following areas:

- AIE's Service Level Agreement
- Minimum Standards
- Excluded Services
- The On-boarding Experience
- AIE's Monthly Recurring Services
- Labor Rates
- Fees & Payment
- AIE's Master Services Agreement

Thank you for your consideration.

Regards,



Jeremy Wills
President
Advanced Intelligence Engineering

Network Management

24x7x365 Remote Monitoring & Automated Reporting

AIE uses industry standard tools to monitor network equipment, including firewalls, routers, and switches. Client networks are monitored 24x7x365 AIE also provides detailed network information to a designated client contact.

Network Management

AIE manages the client network equipment. This includes as-needed review of router, switch and firewall logs (where available), and troubleshooting of problems, and performance management. AIE aids our clients in purchasing necessary licensing for network security equipment. AIE also manages the necessary patches for network equipment.

Online Management Tools

AIE makes IT management tools available to all clients as part of managed plans. These tools include an advanced asset management system; a full ticket support system with the ability to track tickets against users, assets, and locations; and online software license management. All of these tools will be configured according to AIE's standard process, with workflows customized to meet each client's unique support needs.

Network Documentation

AIE creates and maintains a network diagram of each client network, along with configuration and network policy information. In conjunction with client staff, AIE maintains a knowledge of client network policies and offers recommendations for best practice improvements. AIE manages all passwords in a securely encrypted location, which in turn can be made available to designated client staff.

Backup Management

AIE offers a complete backup solution with local and cloud based replication and disaster recovery options. Alternatively, clients may use a variety of other backup and disaster recovery solutions, including local NAS, SAN, or tape drive systems, cloud backup, and backup to offsite locations. AIE monitors the success of data backup, performs regular tests of the client's backup system, and manages local backup devices on an ongoing basis. As needed, AIE assists in file restores for individual users.

Vendor Management

AIE provides vendor liaison services for existing IT vendors as a part of this managed plan. This includes working with vendor technical support in the event of a vendor related issue (e.g. IP phones, software, ISP, printers, etc.), facilitating the vendor's onsite or remote access. AIE also assists in quote procurement and price negotiation with existing vendors.

Procurement Assistance

AIE maintains relationships with several major technology distributors. Most of our vendors have Chicago warehouses, often allowing for same or next day procurement of replacement parts. AIE assists client staff in determining what purchases are needed, and sends quotes to the appropriate client contact for easy online approval of orders.

Change Management

AIE provides change management services to all managed IT services clients, as a part of our commitment to Information Technology Infrastructure Library (ITIL) best practices. Network impacting changes are required to be approved by our change advisory board, which exists to ensure that changes have appropriate business justification, an effective action plan, and a plan for remediation should the change not go smoothly. Provisions for emergency changes are available.

Server Management

24x7x365 Remote Monitoring & Automated Reporting

AIE installs our Remote Monitoring & Management (RMM) agents on all Windows servers. All servers are monitored 24x7x365. Monitoring on Windows OS (virtual/guest or physical) servers includes online status, Windows update status, service availability, antivirus status, resource utilization, and backup status. Monitoring on ESXi (physical/host) servers includes power consumption and status, motherboard resource consumption and status, hard drive health and utilization, RAM and CPU health and utilization, and online status.

Regular Maintenance

AIE provides ongoing maintenance for each Windows server. This maintenance includes the remote Windows patch management, system cleanup, and log file maintenance provided for covered servers. AIE also performs as-needed maintenance for ESXi host servers, to update the operating system and patch the image.

Remote Support

AIE provides phone and remote take-control support for server-related issues, including administration of user accounts, printers and file sharing, repair of failed services such as DHCP or DNS, remediation of issues with LOB applications, remediation of malware, and troubleshooting of backup errors.

Image Backup

AIE will include managed image-level backup (local and cloud) on all servers covered under this agreement. AIE will provide support for the backup system, including monitoring backup success and usage and remediating failed backups. Local backup will be stored on a client-owned storage device capable of supporting RAID and compatible with AIE backup solutions.

Workstation Management

24x7x365 Remote Monitoring & Automated Reporting

AIE installs our Remote Monitoring & Management (RMM) agents on each client workstation, including laptops and kiosk workstations. All workstations that connect to the client network must be monitored by AIE and protected with AIE approved antivirus. Workstations are monitored during business hours, and this monitoring includes resource utilization, Windows update success, and antivirus status and scan results.

Regular Maintenance

AIE provides remote Microsoft patch management and system cleanup for managed workstations.

Microsoft Application Support

AIE provides support for client staff using Microsoft applications on a managed workstation, including Microsoft Office 2013-2019 / Office 365. AIE also provides regular patch management for Microsoft applications on all managed workstations.

Other Application Support

AIE provides help desk support for client staff on LOB applications, to ensure these applications are functioning as deployed. AIE can perform patch management on many line of business applications when specifically contracted with the client.

Anti-Virus & Anti-Spyware Management

AIE provides managed antivirus for all managed workstations. AIE manages this antivirus as part of the included monitoring. In the event that a virus is caught and quarantined, AIE uses additional scans to verify all traces have been removed, in compliance with industry standard best practice. AIE also administers an email threat training program for all client end-users, including simulated phishing campaigns and online training tools.

Assistance with End-User Devices

AIE understands that in an increasing BYOD (Bring Your Own Device) world, client employees require ongoing support for their cellular devices, including smart phones. BYOD devices must be connected to a guest network if they are not managed by AIE. AIE provides basic support for guest wireless and email connectivity for client employees.

In order to facilitate a quality support experience, client agrees to keep spare workstations at a ratio of no less than one spare computer per 25 users.

Security Management

Threat Detection Monitoring

AIE employs a managed SOC (Security Operation Center) service that leverages a threat monitoring platform capable of detecting malicious and suspicious activity across three critical attack vectors: endpoint, network and cloud (e.g. O365). This service is comprised of a live team of security experts who proactively monitor activity throughout the entire network for any indication of security threats. AIE and the managed SOC work together to perform the triage of detected activities and work together for remediation when an actionable threat is discovered. This service is designed to mitigate the risk of real time threats including hacking, data exfiltration and ransomware.

Anti-Malware Monitoring

Managed anti-virus is included in AIE's service contract agreements. Scanning schedules, anti-virus engine updates and virus definition updates are all managed from a central source. When a virus is detected and quarantined, AIE staff are notified and can perform additional scans to ensure that no traces of infection remain.

Security Awareness Training

AIE implements and manages periodic, simulated phishing attacks coupled with security awareness training campaigns as part of service contracts. These simulations and training campaigns educate a client's employees on cybersecurity practices and practical steps that can be taken to avoid phishing attacks or other forms of network breaches.

Security Vulnerability Scans & Reporting

AIE analyzes the security posturing of our clients' networks via routine security vulnerability scanning. This ongoing scanning detects external vulnerabilities, anomalous logins, and other abnormal activity, and it provides a convenient means of assessing a network's security policies, any data containing PII, share permissions and more. Scan results are then reviewed and any needed remediation steps identified, which in turn are presented to clients as action items during business reviews.

Spam Filtering

AIE provides spam filtering services in order to detect and quarantine spam, messages with malicious attachments, info-mail, and other threats or nuisance messages, preventing them from filling your users' email inboxes.

Dark Web Monitoring

Hackers and other threat actors harvest credentials from users through phishing attacks, keyloggers, and other means. These credentials are valuable because they represent a potential entry point into a company's network, so many of these credentials are re-sold on a black market that has become known as the Dark Web. AIE helps protect against this vulnerability by implementing Dark Web Monitoring, which watches various known sources of stolen credentials and alerts our staff if a username from your company's domain is detected. This provides a warning so that compromised passwords can be changed, thereby blocking malicious use of the exposed credentials.

Office 365/Cloud Backup

Data stored in Microsoft 365 needs to be backed up just like data stored on a server in your network closet. AIE provides backup services for data stored in Microsoft 365, including e-mail, SharePoint/OneDrive data, and more.

2-Factor Authentication

Passwords by themselves are no longer secure enough. Multi-factor authentication is needed in order to secure e-mail and other accounts, and AIE implements multi-factor authentication for all users of Office 365 e-mail along with other e-mail environments and applications in your organization's environment that support it.

Privileged Access Management

Many users have administrative access to their computers through the accounts they use on a day-to-day basis, and this represents a significant security risk because of the potential for malicious software to install itself from infected websites or e-mail messages. However, some users need administrative access frequently because of a need to install or uninstall software from their computers. AIE provides a solution through Privileged Access Management service, which provides controlled administrative access on demand to users to install and run pre-approved software while allowing AIE staff to evaluate and approve other requests for administrative access as necessary.

For effective security, services listed here must be deployed throughout the entirety of the client's environment, be it on servers, workstations, in a cloud environment (such as Microsoft 365), in the network infrastructure (routers, switches, and firewalls), or elsewhere. Devices left unmonitored or unprotected introduce a significant risk to security of the network as a whole, and as such they are not allowed in the network without express client acknowledgement of the risk and liability.

Project Management

Project management and project engineering rates are billed at \$190 per hour. Billing for project management engagements require a down payment with subsequent charges occurring at the close of specified milestones.

Project Development

Work with client decision makers to determine and document functional and technical requirements for the project. Identify and evaluate potential solutions that may meet the requirements. Engage vendors to confirm requirements and pricing. Develop initial project plan, including phases/milestones and schedule.

Kickoff Call

Work with vendors and key stakeholders to schedule kickoff meetings for new project implementations. Review the project timeline, project milestones, project team members, and any prerequisites or impediments to commencing project work.

Project Status Meetings

Coordinate and lead regular project status meetings at a cadence that makes sense for key stakeholders and vendors (generally weekly or biweekly). Track the project schedule and tasks and whether any impediments need to be addressed.

Project Communication

Facilitate communication between project team members and vendors, especially as it relates to follow-ups from the project status meetings. Ensure that all project team members receive updates to the project schedule and task assignments in a timely manner.

vCIO Services

■ Monthly Review/Recommendation Meetings

AIE meets with key client decision makers on a monthly basis to review network performance and security status, services implemented, support desk performance, and client's business goals to make recommendations aligned with those goals and to review needed hardware and software infrastructure maintenance and/or replacement.

■ IT Budget Planning

AIE participates in ongoing development of long-term IT budget needs and communicates these to key decision makers at client to facilitate long-term strategy planning for network/technology maintenance, improvement, and security.

■ IT Consulting Services

AIE works alongside key decision makers to recommend technology-based solutions to business problems for the purpose of streamlining client's workflows and increasing efficiency.

Service Level Agreement

AIE commits to the following response time service level agreement as a part of our managed IT services agreement.

For the purposes of determining Service Level Agreements (SLA's), AIE separates tickets into different priority categories. Priority is determined by the business disruption. For example, one person not being able to print has minimal business impact if that person is a part-time intern trying to print expense reports. One person not being able to print has significant business impact if that person is in payroll and can't print paychecks, thus affecting all employees.

For the purposes of determining business impact, "down" means that a person or department is unable to do a major business function. "Impaired" means that a person or department has a work-around available to them, or is unable to do a minor business function (e.g. – can't open Excel files from Outlook, but can save them to desktop and then open).

TROUBLE THRESHOLD	PRIORITY	FIRST RESPONSE	ESCALATION & DISPATCH	RESOLUTION TIME
General Network Down Internet Down Major Server Down	Critical	1 business hour	2 business hours	ASAP – Best Effort
General Network Impaired Department Down Minor Server Down Major Application Down Major Device Down VIP Down	High	2 business Hours	4 business hours	ASAP – Best Effort
Localized Network Impaired Department Impaired VIP Impaired Any Person Down	Medium	4 business hours	1 business day	ASAP – Best Effort
Any Person Impaired Minor Device Down Minor Application Down Required Re-Configurations	Low	1 business day	2 business days	ASAP – Best Effort
Maintenance Upgrades Non-Critical Vendor Calls	When Convenient	2 business days	N/A	Best Effort

AIE works to ensure that issues are resolved as quickly as possible, based upon priority. Back-end issues with Microsoft's cloud services are dependent upon the responsiveness of Microsoft support personnel, and AIE cannot guarantee remediation times. Additionally, remediation times on LOB application issues are dependent upon responsiveness of third-party vendor support personnel, and these applications are supported on a best-effort basis.

Minimum Standards

In order for Client's existing environment to qualify for AIE's Managed Services Provider Agreement, the following requirements must be met:

- All computers with Microsoft Windows or Apple Macintosh Operating Systems must be currently supported by Microsoft or Apple, and have all of the latest service packs and critical updates installed.
- Linux servers are supported on a "best effort" basis, and managed services viability evaluated on a case-by-case basis.
- All server and desktop applications and operating systems must be genuine, licensed, and vendor-supported.
- The environment must have a currently licensed, up-to-date and vendor-supported centrally-managed antivirus solution protecting all servers, desktops, and notebooks/laptops.
- The environment must have a currently licensed, vendor-supported, industry-standard backup solution that can be monitored, and send notifications on job failures and successes. AIE requires evidence of a fully functional backup system prior to assuming responsibility for managing data backup.
- The environment must have a currently licensed, vendor-supported, business-grade firewall between the internal network and the Internet, not something designed for small or home office or home use.
- All wireless data traffic in the environment must be securely encrypted with at least WPA2-PSK.
- Where remote Internet access to the network is required, there must be a public, static IP address assigned to the firewall, and remote communications must be encrypted. Unrestricted remote desktop connections are not permitted unless configured to use a certificate with a Remote Desktop Gateway.
- User logins must be unique. Where exceptions are made for shared devices, the accounts must be identified and locked down and risks minimized.
- Administrative accounts must be used only for that purpose and not for normal day-to-day user activities.
- Physical access to servers and network equipment must be secured and controlled, with access restricted to only those who need it to fulfill their job functions. AIE should be provided with a documented method for gaining physical access to equipment when required.
- Client email must be centrally managed with the vendor's spam and phishing protection enabled.
- Client employees adhere to United States federal and Illinois state regulations regarding computer use. AIE personnel are required to report illegal activity to the appropriate authorities. AIE reserves the right to modify this list at any time, particularly as industry standards change and new threats to security are identified.
- Web servers must use TLS 1.2 or higher encryption. Previous versions of TLS are considered insecure.
- Administrator credentials must be provided for all devices or systems to be managed by AIE including but not limited to firewall, switches, access points, storage devices, and Active Directory domain.

Upon contract execution, AIE will work with Client to develop a remediation timeline and Statement of Work for the identified items where minimum standards are not met. Costs required to assist with bringing Client's environment up to these Minimum Standards are not included in the support Agreement and will be treated as project engagement. While remediation timelines may differ per device or software, all remediation shall be completed and/or project engagements specifically designed to bring systems into compliance shall be approved by client's signature no later than 180 days from the contract start date with the intention of having all remediation fully completed within 270 days from contract start date. Support for any out-of-compliance hardware, software, or any other systems impacted by that hardware or software will be considered an excluded service if compliance is not attained within 180 days of the contract start date.

AIE reserves the right to modify this list at any time, particularly as industry standards change and new threats to security are identified.

Excluded Services

Services rendered under this Agreement do not include:

- Support or monitoring services for any device not meeting Minimum Standards as outlined above.
- The cost to bring Client's environment up to Minimum Standards as outlined above.
- Support for any device not covered under this Agreement, including devices on the network but not covered under this Agreement, or service and repair made necessary by such a device.
- Hardware or software upgrades to servers, network equipment, or endpoint devices, or service and repair made necessary by such an upgrade.
- Labor required to add new devices (virtual or physical) to this agreement (i.e., added workstations, added network equipment, additional servers, network re-architecting, etc.)
- Reconfiguration of the existing network architecture, including adding, changing or removing VLAN's, changing server virtualization design, or any task requiring a network architect.
- Implementation or evaluation of new technology vendors.
- Hardware support for any device outside of vendor warranty.
- The cost of any parts, equipment, shipping or courier charges of any kind.
- The cost of any software, licensing, or software renewal or upgrade fees unless specifically stated by AIE.
- The cost of any third party vendor or manufacturer support or incident fees of any kind.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by AIE, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than AIE.
- Service or repair made necessary by malicious acts on the part of a Client employee.
- Service or repair made necessary by Client failure to follow best practices as recommended by AIE.
- Detection of viruses that are not yet recognized by major antivirus vendors.
- Investigative, remediation or reconfiguration work required as a result of a breach to the network from a cyber attack (e.g. malware, phishing, denial-of-service, man-in-the-middle attack, DNS tunneling, SQL injection, zero-day-exploits, and the like).
- Maintenance or upgrades of application software packages, whether acquired from AIE or any other source unless as specified in this Agreement.
- Support for software applications not related to an employee's job function, or for software applications that are not company-approved.
- Programming (modification of software code) and program (software) maintenance unless as specified in this Agreement.
- Training services of any kind beyond those specified within this agreement.
- Auditing of end-user computing behavior, including application usage or file access.
- Website modifications or webmaster services of any kind.
- Reconfiguration of LOB applications, DBA tasks, or software application development tasks of any kind. (AIE works with the client and application provider to ensure that applications are functioning as currently deployed.)
- Penetration testing, recovery of data and/or financial loss, and security remediation beyond policies and controls that have been adopted in client's organization.
- Any services for which the Client requires AIE to possess specific certification.
- Specialty services outside of services AIE considers to be standard network and help desk support.

Onboarding

AIE's onboarding process is streamlined, and tracked as a project through our project management system. Client staff will optionally be granted access via the client portal to view onboarding project progress.

Documentation

In this phase, AIE will document the new client network, including:

- Discovery of all devices on the network and reviewing this inventory list with the client
- Documenting all IT vendors (e.g. ISP's, phone system providers, LOB applications, email)
- Determining after hours support procedures
- Verify and document passwords for all network backbone devices
- Upload a list of all end users into our ticketing system
- Review remote network access policies
- Collect access keys, entry codes to client site
- Perform visual walkthrough, including pictures of IT closet
- Review Microsoft licensing status and make compliance recommendations
- Produce network diagram

Implementation

In this phase, AIE will implement our support services, including:

- Installation of our monitoring and remote access agent on all endpoint devices
- Train key contacts on service desk procedures and service desk management platform
- Provide end-user training as desired (e.g. email instructions, onsite visit, webinar)
- Provide client portal access as needed
- Review outstanding support issues and create tickets for any outstanding issues
- Confirm IMAC (install/move/add/change) checklists with key account contact

Evaluation

In this phase, AIE will evaluate the new client network, including:

- Compare network with AIE's minimum standards
 - Compare network with AIE's best practices
 - Propose solutions to any gaps identified
 - Review network reports and documentation with client
 - Determine IT budget and planning for up to three years in advance
-

Monthly Recurring Services

Description	Recurring	Qty	Ext. Recurring
This agreement is charged per user, and the below mentioned services are included as applicable for every server, workstation, network equipment (e.g. firewalls, switches, etc), and the Office365 environment:			
<ul style="list-style-type: none"> • Infrastructure Management <ul style="list-style-type: none"> ○ Server Monitoring and Management ○ Workstation Monitoring and Management ○ Network Equipment Monitoring and Management • Security Services & Management <ul style="list-style-type: none"> ○ Backup and Disaster Recovery ○ Security Threat Detection Monitoring ○ Security Vulnerability Scanning ○ Dark Web Monitoring ○ Spam Filtering ○ Email Awareness Training & Anti-Phishing Simulation ○ Multi-Factor Authentication for Email ○ Mail Archiving • End-User Collaboration Services & Support <ul style="list-style-type: none"> ○ Unrestricted Remote End-User Support Desk ○ vCIO Services ○ Project Management* ○ Vendor Management ○ Microsoft Account Management ○ Procurement Services 			
*Project engagements and project management services, as outlined in the Agreement, will be provided as needed. Each engagement will be separately scoped to include all costs associated with the engagement.			
End User Fees	\$100.00	175	\$17,500.00
Recurring Subtotal			\$17,500.00

Labor Rates

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Business Hours (7:30am-5:30pm M-F, excluding posted holidays)					
Remote troubleshooting and support for managed workstations and servers during business hours is included in this agreement, unless the problem originates from an excluded service.					
Project Engement Fixed Hourly Rate Minimum half-hour charge; subsequent time billed in 15 minute increments	\$0.00	\$190.00	1	\$0.00	\$190.00

Labor Rates

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Remote and Onsite Support for Excluded Services (Two Hour Minimum Requirement) Remote support time billed in 15 minute increments. Onsite support time includes a minimum two hour charge with subsequent time billed in 15 minute increments.	\$0.00	\$150.00	1	\$0.00	\$150.00
After Hours (5:31pm-7:29am M-F & all day Saturdays, Sundays, Holidays)					
Project Engement Fixed Hourly Rate Minimum half-hour charge; subsequent time billed in 15 minute increments	\$0.00	\$225.00	1	\$0.00	\$225.00
Remote Support Minimum half-hour charge; subsequent time billed in 15 minute increments	\$0.00	\$225.00	1	\$0.00	\$225.00
Onsite Support (Two Hour Minimum Requirement) Minimum two hour charge; subsequent time billed in 15 minute increments	\$0.00	\$225.00	1	\$0.00	\$225.00
After hours support is only available for tickets meeting the Critical or High priority thresholds. AIE reserves the right to stabilize the situation, reduce the priority, and provide any additional support during regular business hours.					
AIE observes the following holidays: New Year's Day, Good Friday*, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday/Friday), Christmas Eve*, Christmas Day, and New Year's Eve*.					
*These holidays are observed by a half day, with the AIE office closing at 12:00pm, Central Time.					

Fees & Payment

In order to initiate the work, AIE requires a signed copy of the agreement along with 100% down payment on the setup fee and first month of services.

Setup Fee

Fees will include a one-time account setup fee, as specified in this agreement. Setup fee is due before commencement of work. Account setup includes agent loads on network devices, removal of any previous managed service agent devices (e.g. monitoring, antivirus, etc.), setup of backup software, client portal configuration, asset and user report configurations, diagrams, and asset inventory count. This setup fee does not include the configuration of specific files to be backed up. Any additional setup requirements or onsite troubleshooting requested during the setup visit will be billed according to the hourly support rates set forth in this agreement. Account setup fee only covers those account configurations requested and performed during the account setup. Client will be notified by AIE when account setup has been complete.

Monthly Fees

Monthly fees will be billed as outlined in this agreement, invoiced to Client on a monthly basis, and will become due and payable on the first of this month. Any additional Client equipment and/or Client personnel added during the course of this Agreement could affect the monthly fees.

Labor Fees

Hourly rates shall be billed as set forth in this agreement. AIE reserves the right to change prevailing rates at any time, with 30 days written notice to Client. Labor is invoiced on a weekly basis, and is due per Net 20 invoicing terms. Client shall be billed for all requested support, including, but not limited to, responses to alerts and trouble tickets, end-user support, and changes to account setup or service configuration after the completion of account setup. Any and all services requested by Client that fall outside of the terms of this agreement will be considered projects, and will be quoted and billed as separate, individual services.

Client acknowledges and agrees that for any given Contract-Year, at a minimum, Client will be responsible for at least 75% of the monthly service fees described in this Agreement and the Schedule attached hereto, regardless of any changes to the Scope of Services that may occur.

All invoiced fees or portion thereof, left unpaid for more than 30 days may be assessed an additional 2% service charge. Advanced Intelligence Engineering reserves the right to suspend any Services provided under this Agreement if any payment due hereunder is not received within 45 days of the applicable due date.

All payments due hereunder will be paid in US dollars and may be made by company check, bank draft, money order or wire transfer, allowing sufficient time for funds to clear before commencement of the Services.

A \$50.00 service charge will be paid to Advanced Intelligence Engineering by Client for any returned (bounced) checks. To the extend Advanced Intelligence Engineering must engage in collections activities related to any payment due by Client hereunder, Client agrees to be responsible for and pay all costs of such collection, including but not limited to reasonable attorney fees, suit monies and costs.

WPD - AIE Managed IT Services Agreement



Prepared by:

**Advanced Intelligence
Engineering**

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Prepared for:

Wheaton Park District

1777 S Blanchard St
Wheaton, IL 60189
Mike Benard
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mbenard@wheatonparks.org

Quote Information:

Quote #: JW002257

Version: 3
Delivery Date: 12/29/2021
Expiration Date: 01/07/2022

Recurring Expenses Summary

Description	Amount
Monthly Recurring Services	\$17,500.00
Recurring Total:	\$17,500.00

Payment Options

Description	Payments	Interval	Amount
Terms			
48 Months	48	Monthly	\$17,500.00

Summary of Selected Payment Options

Description	Amount
Terms: 48 Months	
Selected Recurring Payment	\$17,500.00
Total of Recurring Payments	\$840,000.00
Total of Payments	\$0.00

This Agreement shall commence on the Effective Date indicated above and shall remain in force for 48 months. The Effective Date of the first term (and all subsequent terms) shall be considered the first day of the first month where ongoing IT services are received. Onboarding may occur prior to the Effective Date.

The Term of this Agreement will automatically renew for a subsequent one (1) year term at the end of the natural term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement. Furthermore, this Agreement will automatically renew for a subsequent one (1) year term beginning on the day immediately following the end of each subsequent Renewal Term, unless CLIENT gives Advanced Intelligence Engineering ninety (90) days prior written notice of its intent not to renew this Agreement.

This Managed Services Agreement will be reviewed annually, unless otherwise agreed to in writing beforehand. The results of each annual review will determine if any amendments to this Agreement, the applicable Scope of Services, and/or related fees must be made to support the Client's changing environment, or to better serve the Client's current needs. Any changes that alter the scope and fees of this Agreement must be made in writing and attached as an amendment.

This Managed Services Provider Agreement is a Sub-Agreement of the Master Services Agreement (MSA), attached here.

Advanced Intelligence Engineering

Wheaton Park District

Signature: _____



Name: Jeremy Wills

Title: President

Date: _____

Signature: _____

Name: Mike Benard

Title: Executive Director

Date: _____

TO: Board of Commissioners

FROM: Greg Bockheim, Director, Cosley Zoo

THROUGH: Mike Benard, Executive Director

RE: Approval of Payments exceeding \$10,000

DATE: December 3, 2025



SUMMARY:

Cosley Zoo once again partnered with J.B.R. Fundways Inc for carnival rides placed in Cosley Zoo's front lawn from October 1-31, 2025. J.B.R. Fundways has successfully provided rides for the Cosley Zoo Pumpkin Fest since 2014 as well as the Taste of Wheaton and July 3rd Fireworks.

The agreement calls for a 75/25 split of revenue with 25% going to Cosley Zoo. The partnership grossed \$48,303.50 in total ticket sales in 2025. This resulted in earnings of \$12,075.88 for Cosley Zoo (25%) and a payment of \$36,227.62 (75%) to J.B.R. Fundways. All revenues are processed through the zoo operating budget.

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

Gross Sales Cosley Zoo Carnival Rides	25% Share Cosley Zoo	75% Share J.B.R. Fundways
\$48,303.50	\$12,075.88	\$36,227.62

PREVIOUS COMMITTEE/BOARD ACTION:

In November 2024, the Wheaton Park District Board of Commissioners approved payment for the 2024 Cosley Zoo Pumpkin Fest carnival rides service in the amount of \$44,415.60 to J.B.R. Fundways. Cosley Zoo received \$14,805.20 in 2024.

REVENUE OR FUNDING IMPLICATIONS:

Cosley Zoo will net \$12,075.88 in its 2025 operational revenue.

RECOMMENDATION:

Staff requests the Board of Commissioners' approval for the payment of \$36,227.62 to J.B.R. Fundways.

TO: Board of Commissioners
FROM: Brian Kimbrough, Director of Parks and Planning
Steve Hinchee, Superintendent of Planning
THROUGH: Michael Benard, Executive Director
RE: CUSD-200 Request for Termination of Lease
DATE: December 3, 2025



SUMMARY:

A 25 year lease agreement with Community Unit School District 200 was signed in 2009 that allowed the Wheaton Park District to access land for the construction of sport courts on the south side of Edison Middle School. The lease allowed the park district to meet requirements for an Illinois Open Space Land Acquisition and Development Grant for renovations to Kelly Park which included the sport courts. While the park district ultimately could not accept the grant, the park district did agree to complete construction of the contemplated sport courts. In 2012 the park district contracted to have the courts constructed for a total contract amount of \$86,805.

Recently District 200 requested to terminate the lease in order to construct referendum funded improvements to Edison Middle School which includes the expansion of the gymnasium into the property leased by the park district. The school district will fund the reconstruction of the sport courts as part of the gymnasium expansion project. The new courts will include one full basketball court down from the current two and be reoriented east-west as opposed to the current north-south placement.

PREVIOUS COMMITTEE/BOARD ACTION:

August 5, 2009 – Approval of Lease Agreement for Kelly Park Improvements
August 12, 2012 – Approval of Contract with Chicagoland Paving for Construction

REVENUE OR FUNDING IMPLICATIONS:

CUSD-200 will fund the reconstruction of the sport courts.

STAKEHOLDER PROCESS:

Coordination with CUSD-200 is ongoing. There are no programmed uses of the courts other than drop in play / general park use.

LEGAL REVIEW:

Legal counsel prepared the original lease and the lease termination agreement.

ATTACHMENTS:

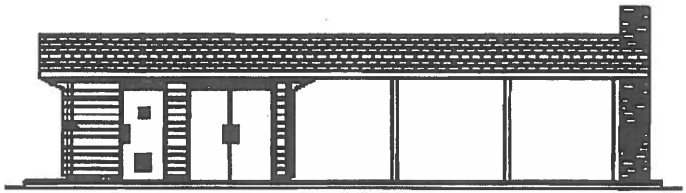
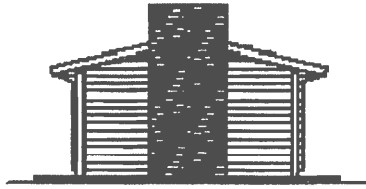
- Exhibit depicting the leased space
- Exhibit depicting the courts as constructed
- Letter from CUSD-200 dated November 21, 2025 requesting lease termination with related renderings of the new courts and gymnasium improvements
- Lease Termination Agreement
- Lease Agreement dated August 12, 2009

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners approve the Lease Termination Agreement with CUSD-200.

ATTACHMENT A-3
SITE DEVELOPMENT PLAN
WHEATON PARK DISTRICT
KELLY PARK RENOVATIONS

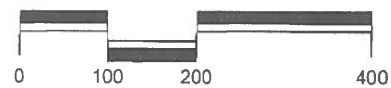
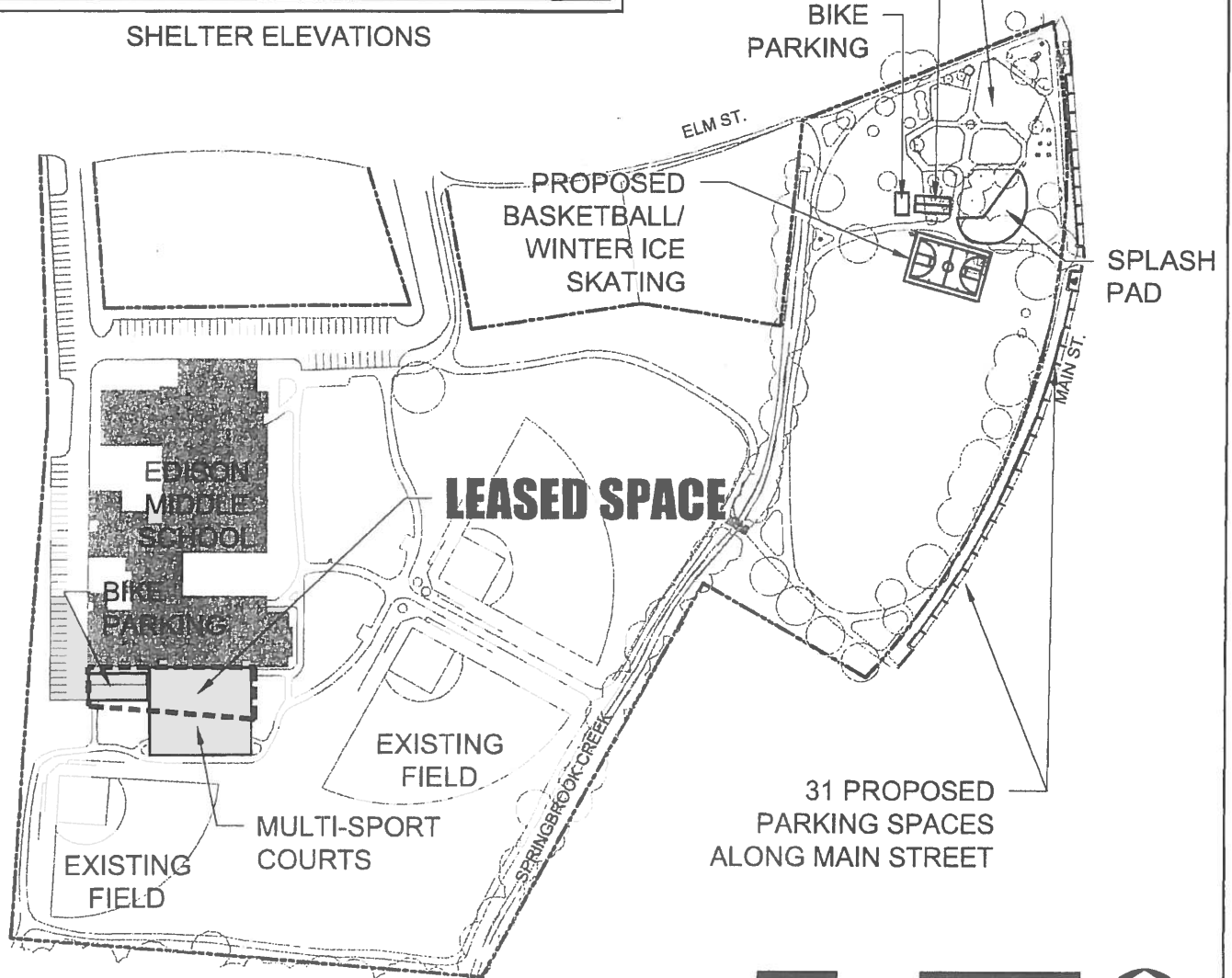
EXHIBIT A



SHELTER ELEVATIONS

RESTROOMS &
SHELTER W/
FIREPLACE
BIKE
PARKING

EXISTING
PLAYGROUND



**WHEATON
PARK DISTRICT**

102 E. WESLEY WHEATON IL 60187
(830) 695-4710

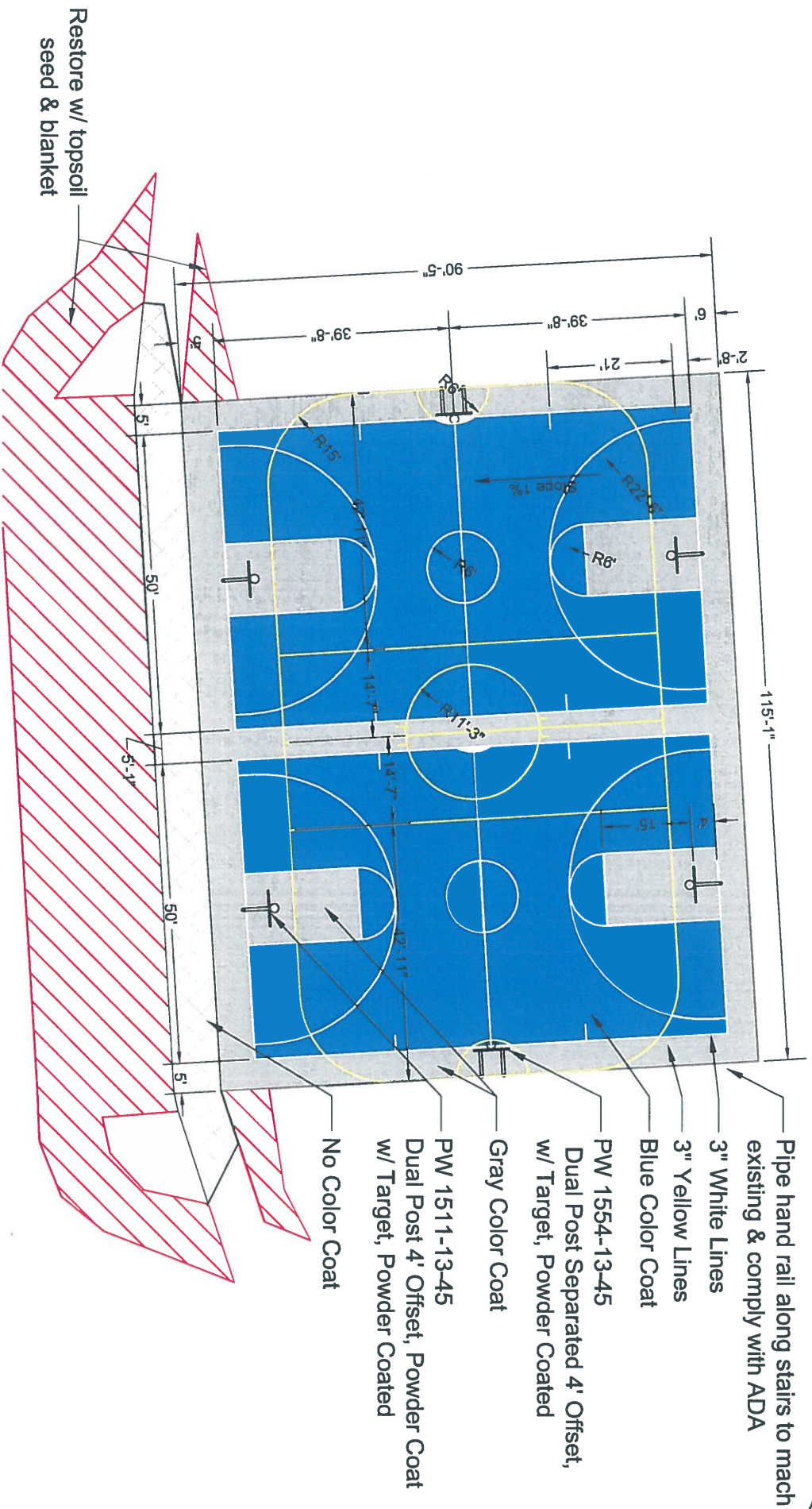
KELLY PARK

SITE PLAN

Sheet of

drawn by: SMH	revised by:
date: 8/09	date:
checked by:	revised by:
date:	date:
file name: site plan	revised by:
1/4" = 1' (plan) 1/8" = 1' (elevation)	date:

drawn by: SMH	received by: SMH
date: 7/12	date: 9/12/12
checked by:	received by:
date:	date:
file number: 14749205 confirmed	forwarded by:
on 04/06/2012 7:49pm	date:





Community Unit School District 200

Administration and School Service Center

130 West Park Avenue

Wheaton, Illinois 60189-6400

Phone: (630) 682-2000

www.cusd200.org

Fax: (630) 682-2227

December 1, 2025

Mike Bernard

Executive Director, Wheaton Park District

Sent Via Email

Dear Mike,

As you know, District 200 passed a referendum with the support of our community in November 2024 to address needed improvements and enhancements to three of our middle schools. I want to first thank you, and the Wheaton Park District, for your partnership as we have developed both facility improvement plans and site logistic plans during construction. I recognize that we share space in and around many of our District 200 Schools, and truly value the work we do together to improve conditions and services for our residents.

The Edison Middle School Project is set to begin in late March of 2026, and will involve the expansion of our main gymnasium. Once completed, this will be a tremendous athletic and recreation asset for our community, and one that we are excited to continue to share with the Park District. In 2009, District 200 and that Wheaton Park District entered into a lease agreement for the space behind Edison Middle School. The lease agreement allowed the Wheaton Park District to secure an Open Space Land Acquisition and Development Grant to fund a portion of the cost to improve Kelly Park and the portion of the School District Property covered through the lease agreement. The expansion of the gymnasium will now extend into that area.

I am writing you today seeking to terminate the attached lease agreement. I recognize that the language in section 2 of the agreement does require a (1) year notice. While I know our conversations around the potential need to address this lease go back a full year, we are inside the one year written notice. It is my sincere hope that the Wheaton Park District will still accept this notification and allow us to terminate the lease.

I also recognize that IDNR may have some requirements associated with the relocation of the open space covered under the grant. District 200 will work with the Wheaton Park District to honor any requirements and will do so within the sixty (60) day timeline identified in the lease agreement.

Please accept this as our official request to terminate the 2009 lease agreement. I am happy to work with you to provide any additional information you need to address this request with the Wheaton Park District Board, or the Illinois Department of Natural Resources. If you would be willing, I will reach out to you directly to schedule a meeting with the Park District to discuss our next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Jeff Schuler".

Dr. Jeff Schuler

Superintendent of Schools

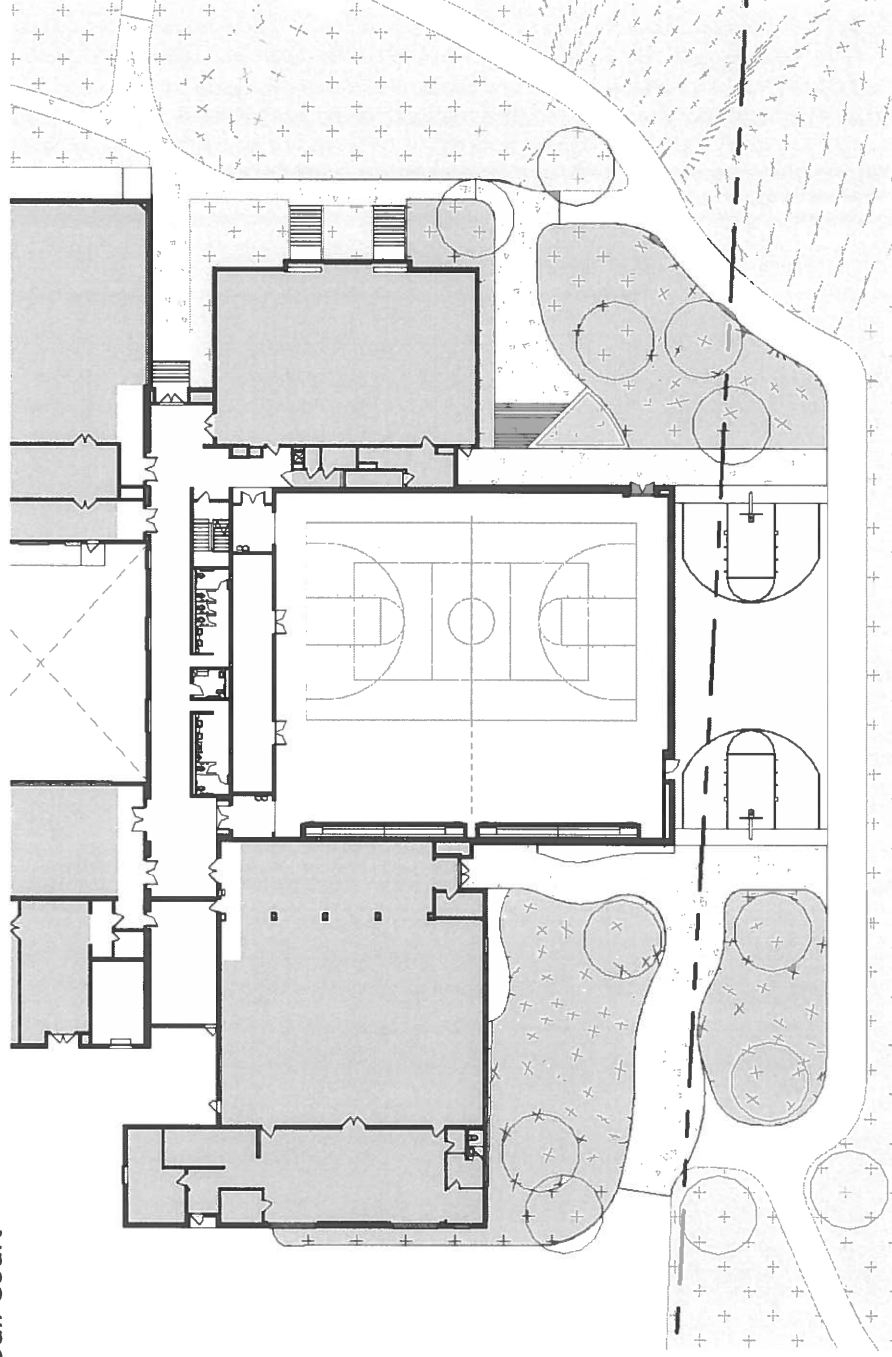
"Inspiring in everyone a passion to excel"

Edison Middle School
Exterior Render – Gym from SW



Perkins&Will

Edison Middle School
Site Plan – Basketball Court



Perkins&Will

Edison Middle School
Interior Render – Gym from SE



Perkins&Will

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Termination Agreement"), is made and entered into as of this ____ day of _____, 2025, by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DuPage County, Illinois (hereinafter called "Landlord") and the WHEATON PARK DISTRICT, DuPage County, Illinois (hereinafter called "Tenant"). From time to time, this Termination Agreement may refer to Landlord and Tenant individually as a "Party" or together as the "Parties."

Recitals

WHEREAS, Landlord and Tenant are Parties to that certain lease agreement entitled "LEASE AGREEMENT BY AND BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DUPAGE COUNTY, ILLINOIS AND THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS" dated August 12, 2009 ("Lease Agreement"); and

WHEREAS, the Lease Agreement governed Tenant's access to and use of certain portions of Landlord's property for park and recreational purposes, and included a term of 25 years, commencing April 1, 2010 and ending on March 31, 2035; and

WHEREAS, the Lease Agreement included a termination provision allowing Landlord to terminate the Lease Agreement upon one (1) year's prior written notice to Tenant if Landlord determined it required use of the leased premises for educational purposes, provided that such termination did not occur within the first ten (10) years of the lease term; and

WHEREAS, in the event of early termination, the Lease Agreement obligated Landlord to reimburse Tenant for certain costs related to the relocation of certain recreational improvements located on the leased premises, as set forth in more detail in the Lease Agreement; and

WHEREAS, in a letter dated November 12, 2025, Landlord notified Tenant of its need to use the leased premises for educational purposes, including but not limited to the renovation of certain school buildings and property, and requested early termination of the Lease Agreement; and

WHEREAS, notwithstanding the one (1) year early termination notice period, Tenant has determined that early termination of the Lease Agreement is in the best interests of the Parties and their respective residents, and is willing to grant Landlord's request for early termination, subject to the terms and conditions set forth in this Lease Termination Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth in this Section 1.

2. Termination of Lease Agreement. That certain lease agreement entitled "LEASE AGREEMENT BY AND BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DUPAGE COUNTY, ILLINOIS AND THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS" dated August 12, 2009 is hereby terminated as of the date of the last signature affixed hereto ("Termination Date").

3. Landlord Obligations. Notwithstanding the termination of the Lease Agreement, Landlord shall be responsible for any costs associated with the removal and/or relocation of Tenant's recreational improvements as contemplated by Section 2 of the Lease Agreement, as more fully described in Section 2 thereof ("Relocation Fees"). The Landlord shall reimburse Tenant for any and all such Relocation Fees within sixty (60) days after receiving an itemized invoice therefore from the Tenant. In connection with any such removal and/or relocation, the Parties acknowledge and agree that while the relocated park and recreational amenities will have a substantially similar play value, the size of the relocated recreational amenities will be approximately fifty percent (50%) of the size of the existing recreational amenities that are being relocated as a result of the lease termination.

4. Miscellaneous Provisions.

a. At all times until the Termination Date, Landlord and Tenant shall continue to comply with the terms and provisions of the Lease Agreement.

b. Landlord and Tenant represent and warrant to each other that each has the requisite authority and capacity to enter into this Termination Agreement.

c. The invalidity of any provision of this Termination Agreement, as determined by a court of competent jurisdiction, will in no way affect the validity or enforceability of any other provision of this Termination Agreement.

d. This Termination Agreement may be executed in two (2) or more counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts taken together shall constitute but one (1) agreement.

e. The terms and provisions of this Termination Agreement shall be governed by and construed under the laws of the State of Illinois.

f. This Termination contains the entire understanding between the Parties, and may be altered or amended from time to time only by a written instrument executed by both Landlord and Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed this Termination Agreement as of the date of the last signature affixed hereto.

LANDLORD

**BOARD OF EDUCATION OF COMMUNITY WHEATON PARK DISTRICT
UNIT SCHOOL DISTRICT NO. 200**

By: _____
President

Attest: _____
Secretary

Date: _____

TENANT

By: _____
President, Board of Park Commissioners

Attest: _____
Secretary

Date: _____

**LEASE AGREEMENT BY AND BETWEEN COMMUNITY UNIT
SCHOOL DISTRICT NO. 200, DUPAGE COUNTY, ILLINOIS AND THE
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS**

THIS LEASE, made as of this 12 day of August, 2009, by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DuPage County, Illinois (hereinafter called "Landlord") and the WHEATON PARK DISTRICT, DuPage County, Illinois (hereinafter called "Tenant"). From time to time, this Agreement may refer to Landlord and Tenant individually as a "party" or together as the "parties."

Recitals

WHEREAS, Landlord is the legal titleholder to the facility and adjoining grounds, commonly known as Edison Middle School, located at 1125 S. Wheaton Avenue in Wheaton, Illinois (hereinafter referred to as the "Premises"); and

WHEREAS, Tenant is the legal titleholder to the property commonly known as Kelly Park, located at 1100 S. Main Street in Wheaton, Illinois, adjacent to the Premises; and

WHEREAS, Landlord has the authority, pursuant to Section 10-22.11 of The School Code (105 ILCS 5/10-22.11) to lease school property for appropriate purposes, when such property is not required for its own educational programs; and

WHEREAS, the Tenant has the authority, pursuant to Section 8-16 of the Park District Code (70 ILCS 1205/8-16) to lease real estate for up to 99 years; and

WHEREAS, pursuant to the Park-School Agreement Between Wheaton Park District and Community Unit School District #200, dated June 17, 1998, Landlord and Tenant have shared the use of a portion of the Premises, depicted in **Exhibit A** attached hereto and incorporated herein by reference, formerly used as a tennis court and currently improved with basketball standards, hoops and nets; and

WHEREAS, the outdoor athletic facility described above is located in part in Kelly Park and in part on the Premises; and

WHEREAS, Landlord has used this area during school hours and Tenant has used this area at other times; and

WHEREAS, Tenant has applied to the Illinois Department of Natural Resources for an Open Space Land Acquisition and Development grant ("OSLAD Grant") to fund a portion of the cost to improve Kelly Park and the portion of the Premises described above, but will be eligible to receive such a grant only if it either owns, or leases for a term of at least 25 years, the entire area to be improved; and

WHEREAS, Landlord has determined that the Tenant's continued use of the aforementioned portion of the Premises for recreational purposes is not mutually exclusive of Landlord's use of said parcel for educational programs; and

WHEREAS, Tenant has expressed its interest in leasing said portion of the Premises from Landlord to improve, operate and maintain certain outdoor recreational facilities, subject to the award by the Illinois Department of Natural Resources of the OSLAD Grant described above;.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Premises specifically described in **Exhibit A** attached hereto and incorporated herein by reference (the "Leased Space"), and upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. LEASE TERM. Provided that the Illinois Department of Natural Resources ("IDNR") has informed the Tenant in writing that IDNR has approved Tenant's application for

the OSLAD Grant to improve Kelly Park and the portion of the Premises described in the Recitals above, the term of this Lease shall commence on the 1st day of April, 2010 (the “Commencement Date”) and end on the 31st day of March, 2035, which period shall be referred to herein as the “Lease Term”. Landlord and Tenant may meet and confer prior to the expiration of the Lease Term to discuss the possible renewal and extension of the Lease Term upon such terms and conditions as are mutually agreeable to both parties. In the event that IDNR does not approve Tenant’s application for the OSLAD Grant, this Lease Agreement shall terminate immediately, and shall have no further force or effect.

2. TERMINATION. In the event that the Landlord determines that it requires the use of the Leased Space for educational purposes other than those to which this Agreement refers, the Landlord may terminate this Lease Agreement by furnishing written notice to the Tenant no less than one (1) year prior to the effective date of the termination; provided, however, that the effective date of the termination shall occur no less than ten (10) years after the Commencement Date, and further provided that, if, as a result of such termination, IDNR requires the Tenant to relocate the outdoor athletic facility located in part on the Leased Space, the Landlord will reimburse the Tenant for the full cost of any such relocation, including, without limitation, the cost to construct an outdoor athletic facility of the same size and nature as the facility located in part on the Leased Space. The Landlord shall pay such reimbursement within sixty (60) days after receiving an itemized invoice therefore from the Tenant.

3. USE. The Leased Space shall be used by Tenant for the improvement, operation and maintenance of certain outdoor recreational facilities, including, without limitation, a hard surface suitable for use for basketball, bicycle parking, and other recreational uses compatible with its surface (the “Permitted Use”) and no other use of the Leased Space or the Premises shall be permitted, unless otherwise specifically addressed herein or authorized by Landlord.

Landlord reserves the right to lease the portion of the Premises not leased to Tenant to another party, so long as such additional tenancy does not materially interfere with Tenant's use of the Leased Space. Landlord reserves the exclusive right to use the Leased Space between the hours of ____a.m. and ____p.m. during weekdays (Monday through Friday) when school is in session.

4. RENT. Tenant agrees to pay Landlord a rental amount of ONE AND NO/100 DOLLARS (\$1.00) per year for its use of the Leased Space.

5. CONDITION OF LEASED SPACE. Tenant acknowledges that except as otherwise provided herein, neither Landlord nor any agent or employee of Landlord has made any representation or warranty concerning the Leased Space, with respect to the suitability, condition or repair thereof, and Tenant accepts possession of the Leased Space in "as is/where is" condition. No promise of Landlord to alter, remodel, improve or repair the Leased Space, or any part thereof has been made. Any modifications to the Leased Space, which may be required by applicable federal or state law or local ordinance to permit Tenant to conduct its program, as more specifically identified above as the Permitted Use, shall be undertaken at Tenant's sole expense. All damage or injury to the Leased Space caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees, permittees, or visitors, shall be promptly repaired, to the satisfaction of the Landlord. Such repairs shall be completed by Tenant or its contractors.

6. TENANT'S IMPROVEMENTS. Before commencement of any work or delivery of any materials onto the Leased Space, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amounts satisfactory to Landlord. Upon completion of any work by an outside contractor, Tenant shall provide Landlord with waivers of lien against any and all

claims, costs, damages, liabilities and expenses which may arise in connection with the additions, alterations, changes and improvements.

7. MAINTENANCE AND RELATED TERMS. During the term of this Lease, Tenant agrees to repair and maintain the Leased Space in a clean, safe and orderly manner and in full compliance with all applicable federal, state, county and local laws and regulations; provided, however, that the Tenant shall have no obligation to repair any damage to the Leased Space caused by the Landlord or its contractors, ordinary wear and tear excepted. The Landlord shall be solely responsible for repairing any such damage.

8. LIABILITY INSURANCE. Landlord and Tenant agree during the term hereof to carry general comprehensive liability insurance or joint self-insurance, covering the Leased Space and ancillary parking area for injury or death to any person or persons, and for property damage, with coverage limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, and with insurance companies or risk pools authorized to do business in Illinois, and to pay the premiums therefore and to deliver copies of certificates or other suitable evidence of such insurance coverage, showing the other party as an additional named insured, to the other party. Each insurer or risk pool shall agree by endorsement on the policy issued by it, or by independent instrument furnished to the parties, that it will give the parties thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Landlord against any and all liabilities which may arise out of or be connected in any way with such outside contractors.

9. INDEMNIFICATION. (a) Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life,

personal injury and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the Leased Space or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or their successors or assigns, except to the extent that any such loss of life, personal injury and/or damage to property results from the negligence or other wrongful conduct of the Landlord. In case Landlord or its officers, employees or agents or their successors or assigns shall be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, or their successors or assigns, then Tenant shall protect and hold Landlord and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation. (b) Further, Landlord will indemnify Tenant and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of or in connection with the use by Landlord of the Leased Space or the occupancy and use by the Landlord of any other portion of the Premises, except to the extent that any such loss of life, personal injury, and/or damage to property results from the negligence or other wrongful conduct of the Tenant. In case Tenant or its officers, employees or agents or their successors or assigns shall be made a party to any litigation commenced by or against Landlord or its officers, employees, agents, or students, or their successors or assigns, then Landlord shall protect and hold Tenant and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation. Nothing contained in this Agreement is intended to waive, or shall be construed as waiving, any immunity, right or defense afforded to either the Landlord or the Tenant at common law, by the

Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*), or by any other statute.

10. DEFAULT. If Tenant defaults in the performance of any of the other covenants or conditions hereof, Landlord shall give Tenant notice of such default and if Tenant does not cure any such default within ten (10) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such ten (10) days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Landlord may suspend Tenant's right to use the Leased Space until such time as Tenant cures such default.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not sell, assign, hypothecate, sublet or transfer this Lease or Tenant's interest hereunder, without the prior written consent of the Landlord in each instance.

12. LAWS, ORDINANCES AND REGULATIONS. Tenant will, at its expense and as required by law, comply with all applicable federal and state statutes and regulations, with all local city ordinances, with all applicable rules and orders of health officers, with the orders and requirements of the City of Wheaton Police Department, and with the rules and orders of the City of Wheaton Fire Department, with respect to any matter coming within their jurisdiction.

13. RIGHTS AND REMEDIES. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other remedies Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

14. SURRENDER OF LEASED SPACE. At the termination of this Lease, Tenant shall surrender the Leased Space to Landlord in good condition and repair, normal wear and tear excepted.

15. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

16. TAXES. If the Leased Space, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term, and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Tenant and Landlord shall each have the right to challenge, at their own expenses, any loss of tax exempt status of the Leased Space.


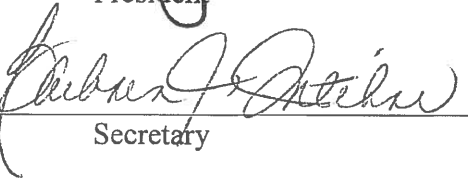
17. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto. This Agreement is intended solely for the benefit of Landlord and Tenant, and shall not be construed as creating any duties or obligations to, or rights or privileges of, any third party.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease on the date first above written.

LANDLORD:



BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL DISTRICT
NO. 200, DuPage County, Illinois

By: 
President
Attest: 
Secretary

Address:
Superintendent
Community Unit School District No. 200
130 W. Park Avenue
Wheaton, IL 60189

TENANT:

WHEATON PARK DISTRICT, DuPage
County, Illinois,

By: 
President, Board of Park Commissioners
Attest: 
Secretary

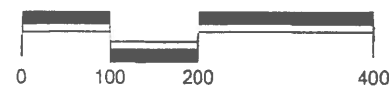
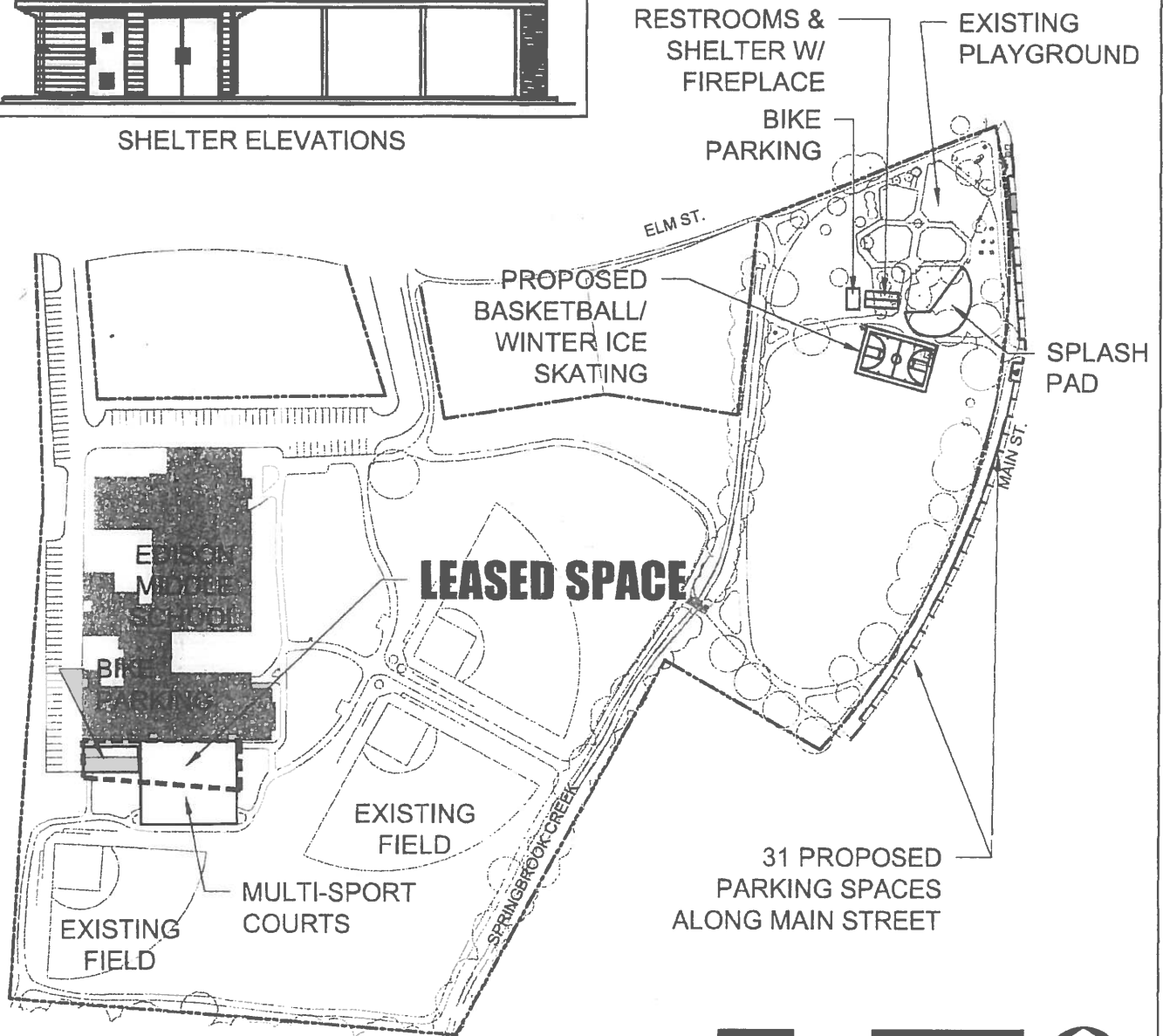
Address:
Executive Director
Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60187-5241

ATTACHMENT A-3
 SITE DEVELOPMENT PLAN
 WHEATON PARK DISTRICT
 KELLY PARK RENOVATIONS

EXHIBIT A



SHELTER ELEVATIONS



**WHEATON
 PARK DISTRICT**

102 E. WESLEY WHEATON IL, 60187
 (630) 895-4710

KELLY PARK

SITE PLAN

Sheet of

drawn by: SMH	revised by:
date: 8/08	date:
checked by:	revised by:
date:	date:
file name: site plan	revised by:
file: 2008-08-08 10:00:00	date:

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2025 RMCC Building Automation System Project – Change Order #1

DATE: December 3, 2025



SUMMARY:

In the early stages of reviewing submittals for the building automation project, it was identified that an additional control card related to leak detection is needed to work with the new sensor included in plans. The contractor provided price for this card, and the engineer reviewed the proposal.

PREVIOUS COMMITTEE/BOARD ACTION:

Berg presented a report of the HVAC systems at the December 4, 2024 subcommittee meeting.

A contract with Precision Control Systems in the amount of \$135,500 was approved at the October 22, 2025 board meeting.

REVENUE OR FUNDING IMPLICATIONS:

The original contract	\$135,500.00	Approved October 22, 2025
Change Order #1	\$5,764.00	Current recommendation
Total	\$141,264.00	\$7,786.00 contingency remaining

STAKEHOLDER PROCESS:

Staff was consulted during the design process.

LEGAL REVIEW:

Contract documents were provided by our legal counsel.

ATTATCHMENTS:

Berg recommendation letter

ALTERNATIVES:

N/A

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioner's approve change order #1 with Precision Control Systems in the amount of \$5,764.



mechanical 801 West Wise Road, Schaumburg, IL 60193
electrical 847-352-4500 Tel
plumbing 847-352-4815 Fax
fire protection www.berg-eng.com

PROJECT MEMORANDUM

Project: Wheaton Park District
Community Center
Building Automation System
Project No.: 5202
Written By: Mark J. Goedjen, P.E.
Date: November 11, 2025

To: Mr. Steve Hinchee
Wheaton Park District
1000 Manchester Rd.
Wheaton, IL 60187

Purpose: Change Order No.1

Note: The following items shall be recorded as part of the above project record and acted upon as noted unless we are promptly directed to proceed otherwise.

Please find attached proposed Change Order No. 1. The Precision Control Systems of Chicago, Inc. cost add of \$5,764.00 to replace the PLC control card for the existing TOXALERT TOX-REFRIG refrigerant monitor leak detection system is acceptable to Berg Engineering Consultants, Ltd. A new PLC control card is needed but not indicated on the contract documents, to accommodate the new model TOXREFRIG-IR refrigerant sensor that is shown on Drawing M-1.

If this Change Order No. 1 request is acceptable to the Wheaton Park District please forward on to parties indicated for signatures.

Attachments: Change Order No.1

End of Project Memorandum

WHEATON PARK DISTRICT CHANGE ORDER

Project:	Wheaton Park District Community Center Building Automation	Change Order No.:	1
To:	Precision Control Systems of Chicago, Inc.	Change Order Date:	11 /11/2025
Attn:	William Gushurst 1980 University Lane Lisle, IL 60532	Contract Date:	10/20/2025
Contract For:	Building Automation System Community Center		

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

Replace PLC control card for the existing TOXALERT TOX-REFRIG refrigerant monitor leak detection system. A new PLC control card is needed but not indicated on the contract documents, to accommodate the new model TOXREFRIG-IR refrigerant sensor that is shown on Drawing M-1.

Add to the Contract Dollars and cents.

\$5,764.00

The original Contract Sum was	\$	135,500.00
Net Change by previous Change Orders	\$	[0.00]
The Contract Sum prior to this Change Order	\$	135,500.00
The Contract Sum will be (increased) by this Change Order.....	\$	5,764.00
The new Contract Sum including this Change Order will be	\$	141,264.00
The Contract Time will be ((increased/decreased/no change)) by		0
The Date of Completion as of the date of this Change Order therefore is		10/16/2026

Wheaton Park District

Owner

102 East Wesley Street
Wheaton, IL 60187-5934

Address

Michael Benard

Precision Control Systems of Chicago, Inc.

Contractor

1980 University Lane
Lisle, IL 60532

Address

William Gushurst



PRECISION

CONTROL SYSTEMS OF CHICAGO INC.

1980 UNIVERSITY LANE, Lisle, IL 60532 | PHONE: (630) 521-0234 | fax: (630) 521-0556 | WEBSITE: WWW.PCSOC.COM

Proposal

DATE: OCTOBER 13, 2025

RE: **HVAC CONTROLS PROPOSAL: WHEATON COMMUNITY CENTER – CHANGE ORDER FOR UPGRADE REFRIGERANT CONTROLLER**

PRECISION CONTROL SYSTEMS OF CHICAGO, INC. IS PLEASED TO PROVIDE THIS PROPOSAL FOR THE HVAC DDC CONTROLS PORTION OF THE AFOREMENTIONED PROJECT.

SCOPE:

- REPLACEMENT OF PLC CONTROL CARD FOR EXISTING TOXREFRIG CONTROLLER. A NEW PLC CONTROL CARD IS NEEDED TO ACCOMMODATE THE NEW MODEL TOXREFRIG-IR REFRIGERANT SENSOR.

PRICING: \$

PROPOSAL BREAKOUT				
	DESCRIPTION	PRICE	QTY / HOURS	TOTAL
ENGINEERING LABOR	\$175 PER HOUR	\$ 175.00	2	\$ 350.00
TECH LABOR (PROGRAMMING / GRAPHICS)	\$175 PER HOUR	\$ 175.00	4	\$ 700.00
ELECTRICAL LABOR	\$138 PER HOUR	\$ 138.00	2	\$ 276.00
MATERIAL	PLC CONTROL CARD	\$ 4,438.00	1	\$ 4,438.00
CONDUIT & WIRE				\$ -
TOTAL				\$ 5,764.00

CLARIFICATION:

- ALL CONTROL WIRING PROVIDED IN CONDUIT (EMT) PER CITY CODE REQUIREMENTS.
- NO CUTTING, PATCHING, OR PAINTING PROVIDED BY PRECISION CONTROLS.
- NO OVERTIME OR PREMIUM TIME PROVIDED BY PRECISION CONTROLS.

PLEASE CONTACT ME SHOULD YOU HAVE ANY QUESTIONS, REQUIRE ANY ADDITIONAL INFORMATION, OR WOULD LIKE TO DISCUSS OR MODIFY THE SCOPE OF WORK PRESENTED ABOVE.

SINCERELY,

CHRISTOPHER W. GUSHURST
DIRECTOR OF SALES
EMAIL: CGUSHURST@PCSOC.COM
CELL: (847) 417-5999
PRECISION CONTROLS SYSTEM OF CHICAGO, INC.

TO: Board of Commissioners

FROM: Brian Kimbrough, Director of Parks & Planning
Steve Hinchee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Cosley West Parking Lot – Change Order #10

DATE: December 3, 2025

SUMMARY:

Some areas of the pavers in the west parking lot have settled causing changes in elevation. Due to these changes, the ADA compliant slopes need to be modified. Approximately 728 S.F. of the existing pavers need to be re-worked to meet the new walkway and crosswalk elevations.

The total for Change Order #10: \$8,752.46.

PREVIOUS COMMITTEE/BOARD ACTION:

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

REVENUE OR FUNDING IMPLICATIONS:

The original contract	\$1,999,599.00	Approved October 23, 2024
Change Order #1	\$5,158.34	Approved January 15, 2025
Change Order #2	-\$2,300.00	Approved March 19, 2025
Change Order #3	\$4,202.30	Approved May 21, 2025
Change Order #4	\$6,416.23	Approved July 16, 2025
Change Order #5*	\$94,818.30	Approved June 18, 2025
Change Order #6	\$3,816.17	Approved July 16, 2025
Change Order #7	\$4,213.53	Approved September 24, 2025
Change Order #9	\$5,830.49	Approved September 24, 2025
Change Order #10	\$8,752.46	Current recommendation
Total	\$2,130,505.82	\$69,053.08 contingency remaining

*Approved previously as change order 4.

STAKEHOLDER PROCESS:

Zoo staff continue to be involved throughout the construction.

ATTACHMENTS:

E.P. Doyle Change Order #10
Wight C.O. approval letter.

RECOMMENDATION:

Staff recommend the Wheaton Park District Board of Commissioners approve Change Order #10 in the amount of \$8,752.46 with E.P. Doyle Construction.

Cosley Zoo Parking Lot (24-032)
Extra Work Proposal #010



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

West Lot Existing Pavers

Submittal : #1 10/30/2025

EWP Cost Subtotal		\$7,800.00
GL Insurance	1.00%	\$78.00
Overhead and Profit	10.00%	\$787.80
P&P Bond	1.00%	\$86.66

EWP #010 Total Cost:	\$8,752.46
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EWP #010 Time Extension :	0 C.D.
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Notes : Per email from Wight on 4/25, the west lot improvements were designed based on WPD as-builts from 2015. Since then, the existing pavers have undergone settlement. Due to the changes in elevation, the ADA compliant slopes would need to be modified. 5-7 feet of existing pavers need to be reworked to meet the existing conditions and new walkway elevations.

Midwest Brick Paving's scope includes removal and reinstallation of pavers for additional concrete curb installation outside of the bid scope of 500 SF as shown on sheet C1.02. $728 \text{ SF} \times \$10/\text{SF} = \$7,280$

Additional mobilization to install permeable pavers due to roadwork along Gary Ave. \$600

\$7,800 Sub Subtotal



November 7th, 2025

Steve Hinchee
Wheaton Park District

MEMORANDUM
Cosley Zoo Parking Lot
Extra Work Proposal #010

Dear Mr. Hinchee,

Wight is in receipt of EP Doyle Extra Work Proposal #010 associated with the pricing for the additional removal and installation of the existing permeable pavers within the Cosley Zoo west parking lot. The scope of this work was necessary to ensure accessibility compliance within the west parking lot with the new installation of the pedestrian walkways and crosswalks. The as-built design of the west parking lot did not match field conditions, most likely due to settlement of the pavers. The subtotal EWP #010 cost is \$7,800.00. Based on the review of the EWP cost and Wights' own opinion of cost for the proposed scope, we consider the cost acceptable due to the labor involved with the removal and reinstallation that required hand work. Wight would recommend approval of this cost of work, which totaled \$8,752.46 after contractor markups. Please reach out with any questions.

Respectfully submitted,

Wight & Company

A handwritten signature in blue ink, appearing to read "Shawn Benson".

Shawn Benson, P.E.
Director of Land Development