



# Wheaton Park District

## PUBLIC NOTICE

**Wheaton Park District Board of Commissioners  
SUBCOMITTEE MEETING  
Wednesday September 4, 2024.  
DuPage County Historical Museum  
102 E. Wesley Street, Wheaton, IL 60187**

**Meeting Time: Immediately following the 5:00 pm Local Government Efficiency  
Committee Meeting**

**Public Notice Date August 30, 2024**

**Public notice is hereby given that the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois (the "Park Board") will hold a Subcommittee Meeting immediately following the 5:00 pm Local Government Efficiency Committee Meeting on Wednesday September 4, 2024, at the DuPage County Historical Museum 102 E. Wesley Street, Wheaton, IL 60187**

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

Michael J. Benard  
Secretary

**The Agenda for the September 4, 2024, Subcommittee Meeting is as Follows:**

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



# Wheaton Park District

## Subcommittee Meeting of the Wheaton Park District Board of Commissioners September 4, 2024, 5:00 pm

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

### COMMUNITY INPUT

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

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

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

### DISCUSSION ITEMS

#### Finance and Administration

1. **Outstanding Debt Obligations of the Wheaton Park District** – Review / Anthony Miceli, Speer Financial Inc.
2. **Financing Model for General Obligation Limited Tax Park Bonds Series 2024** – Review / Anthony Miceli, Speer Financial Inc.
3. **Order Calling a Public Hearing Concerning the Intent of the Wheaton Park District to sell General Obligation Limited Tax Bonds** – Review of Order and Public Notice
4. **Long Term Capital Asset Replacement Schedule for the Wheaton Park District** – Review of 15 Year Outlook
5. **Strategic Planning** – Review of Scope of Work and Request for Proposal (RFP) Draft
6. **Employee Classification and Compensation Plan** – Review of Update Proposal
7. **Personnel Policy Manual** – Review of Proposed Amendments

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# Wheaton Park District

## **Buildings and Grounds**

1. **Park Facilities Trails and Open Space Naming Policy** – Review of Policy and Naming Proposal
2. **Intergovernmental Agreement for Lease, Construction, Recreational Use and Maintenance of Synthetic Turf Fields Between Wheaton Warrenville Community Unit School District No. 200 and Wheaton Park District** – Review of First Amendment
3. **Community Center Electric Vehicle Charging Stations** – Review Fee Assessment Proposal.
4. **Asphalt Replacement and Repair Projects Various Locations** – Review of Bid Results
5. **Asphalt Replacement Project Arrowhead Loading Dock** - Review of Bid Results
6. **Cosley Zoo Restroom Renovation Project** - Review of Bid Results
7. **Cosley Zoo Existing Conditions Assessment** - Review of Proposals
8. **Northside Park Basketball Court Renovation and Pickleball Courts Installation Project** - Review of Change Order #1 with Chicagoland Paving
9. **Central Athletic Center Kale Gym Floor Replacement Project** - Review of Change Order #2 with HDI
10. **Arrowhead Recycling Services Contract** – Review of Proposed Alternative

## **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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# Wheaton Park District

## Finance Subcommittee Debt Update Presentation

September 4, 2024

Prepared by: Anthony Miceli  
Senior Vice President

SPEER FINANCIAL  
230 W MONROE ST, SUITE 2630  
CHICAGO, IL 60606  
PHONE: [312.346.3700](tel:312.346.3700)



*SF* SPEER FINANCIAL, INC.  
Independent Municipal Advisor



# Park District Financing Alternatives

## Property Tax Supported

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### General Obligation Park Bonds

- Source of repayment: Payable from a direct property tax unlimited as to rate or amount.
- Constrained to 2.875% of the District's EAV (How much the District can have outstanding in total).
- Subject to Referendum approval

### Non-Referendum General Obligation Park Bonds

- Source of repayment: Payable from a direct property tax unlimited as to rate but limited as to amount.
- Constrained to 0.575% of the District's EAV (How much the District can have outstanding in total).
- District's subject to PTELL: Limited to the District's Debt Service Extension Base (How much the District can levy each year to pay the principal and interest due on the bonds).
- Not subject to referendum approval

## Non-Property Tax Supported

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### General Obligation (Alternate Revenue Source) Park Bonds

- Source of repayment: Often referred to as "double-barreled" bonds. Alternate revenue source bonds are paid from any lawfully available resource and have a property tax levy as back up should the primary source of repayment not be available to pay the principal and interest on the bonds.
- Generally, not subject to any debt capacity constraints.
- Subject to a 30-day backdoor referendum period.
- Subject to a 1.25x debt service coverage requirement.

### Debt Certificates

- Source of repayment: Payable from any lawfully available resource.
- Constrained to 2.875% of the District's EAV (How much the District can have outstanding in total).

# Outstanding Debt Obligations

| Wheaton Park District Debt Summary |   |                                    |                  |              |                |              |                 |
|------------------------------------|---|------------------------------------|------------------|--------------|----------------|--------------|-----------------|
| Series                             | Security                                    | Purpose                            | Repayment Source | Call Date    | Final Maturity | Average Rate | Outstanding Par |
| 2015C                              | Limited Tax General Obligation              | Refunding                          | DSEB             | 12/30/2024   | 12/30/2026     | 3.000%       | \$1,780,000     |
| 2019A                              | General Obligation Alternate Revenue Source | Refunding                          | Rollover Bonds   | 12/15/2027   | 12/15/2029     | 4.175%       | \$3,890,000     |
| 2023                               | Limited Tax General Obligation              | Capital and Payment of 2019A Bonds | DSEB             | Not Callable | 10/15/2024     | 4.290%       | \$2,046,178     |
| Total:                             |   |                                    |                  |              |                |              | \$7,716,178     |

# Debt Margin, DSEB and BINA Capacity

| Debt Service Extension Base (DSEB) |                     |                  |                     |
|------------------------------------|---------------------|------------------|---------------------|
| Year                               | DSEB                | CPI Increase (1) | Cumulative Increase |
| Base                               | 2,009,032.50        |                  |                     |
| 2009                               | 2,011,041.53        | 0.10%            | 2,009.03            |
| 2010                               | 2,065,339.65        | 2.70%            | 56,307.15           |
| 2011                               | 2,096,319.74        | 1.50%            | 87,287.24           |
| 2012                               | 2,159,209.33        | 3.00%            | 150,176.83          |
| 2013                               | 2,195,915.88        | 1.70%            | 186,883.38          |
| 2014                               | 2,228,854.61        | 1.50%            | 219,822.11          |
| 2015                               | 2,246,685.44        | 0.80%            | 237,652.94          |
| 2016                               | 2,262,412.23        | 0.70%            | 253,379.73          |
| 2017                               | 2,309,922.88        | 2.10%            | 300,890.38          |
| 2018                               | 2,358,431.26        | 2.10%            | 349,398.76          |
| 2019                               | 2,403,241.45        | 1.90%            | 394,208.95          |
| 2020                               | 2,458,516.00        | 2.30%            | 449,483.50          |
| 2021                               | 2,492,935.22        | 1.40%            | 483,902.72          |
| 2022                               | 2,617,581.98        | 5.00%            | 608,549.48          |
| 2023                               | 2,748,461.07        | 5.00%            | 739,428.57          |
| 2024                               | 2,841,908.74        | 3.40%            | 832,876.24          |
| <b>2025</b>                        | <b>2,884,537.37</b> | <b>1.50%</b>     | <b>875,504.87</b>   |
| <b>2026</b>                        | <b>2,927,805.43</b> | <b>1.50%</b>     | <b>918,772.93</b>   |
| <b>2027</b>                        | <b>2,971,722.51</b> | <b>1.50%</b>     | <b>962,690.01</b>   |
| <b>2028</b>                        | <b>3,016,298.34</b> | <b>1.50%</b>     | <b>1,007,265.84</b> |

Note: The DSEB increases by the lesser of 5.0% or the change in the consumer price index. The DSEB represents the maximum amount that can be levied for the payment of non-referendum general obligation bonds.

## Estimated Growth

| Debt Limit                                |                    |  |                                       |
|---|--------------------|--|---------------------------------------|
|   |                    | Non-Referendum Debt Limit<br>0.575% of EAV | Statutory Debt Limit<br>2.875% of EAV |
| District EAV of Taxable Property, 2023    | \$2,705,931,712    |  |                                       |
| Non-Referendum Authority (0.575% of EAV)  |                    | \$15,559,107                               |                                       |
| Statutory Debt Limitation (2.875% of EAV) |                    |  | \$77,795,537                          |
| <b>Outstanding Debt:</b>                  |                    |  |                                       |
| GO Limited Tax Park Bonds, Series 2015C   | \$1,780,000        | \$1,780,000                                | \$1,780,000                           |
| GO ARS Bonds, Series 2019A                | \$3,890,000        | \$0  | \$0                                   |
| GO Limited Tax Park Bonds, Series 2023    | \$2,046,178        | \$2,046,178                                | \$2,046,178                           |
| <b>Total</b>                              | <b>\$7,716,178</b> | <b>\$3,826,178</b>                         | <b>\$3,826,178</b>                    |
| <b>Legal Debt Margin</b>                  |                    | <b>\$11,732,929</b>                        | <b>\$73,969,359</b>                   |

| Bond Issue Notification Act (BINA)* Capacity |              |        |                 |                    |            |
|--|--------------|--------|-----------------|--------------------|------------|
| Date   | BINA Amount  | Series | Par             | Remaining Capacity | Expiration |
| 9/18/2024                                    | 7,500,000.00 |        |                 | 7,500,000.00       | 9/18/2027  |
|  |              | 2024   | \$ 2,122,668.00 | 5,377,332.00       | 9/18/2027  |
|  |              |        |                 | 5,377,332.00       | 9/18/2027  |
|  |              |        |                 | 5,377,332.00       | 9/18/2027  |

- A BINA Hearing will be required to proceed with the issuance of the 2024 Rollover Bonds.

# General Obligation Limited Tax Park Bonds

| Levy Year | Bond Year | Limited Tax General Obligation Park Bonds, Series 2015C<br>Dated: November 12, 2015 |        |          |           | Limited Tax General Obligation Park Bonds, Series 2023<br>Dated: February 26, 2025 |        |          |           | Total Limited Tax General Obligation Park Bonds |          |           |
|-----------|-----------|---|--------|----------|-----------|--|--------|----------|-----------|---|----------|-----------|
|           |           | Principal   | Coupon | Interest | Total     | Principal  | Coupon | Interest | Total     | Principal                                       | Interest | Total     |
| 2023      | 2024      | 575,000   | 3.00%  | 53,400   | 628,400   | 2,046,178  | 4.29%  | 73,882   | 2,120,060 | 2,621,178                                       | 127,282  | 2,748,460 |
| 2024      | 2025      | 595,000   | 3.00%  | 36,150   | 631,150   | -  | -      | -        | -         | 595,000   | 36,150   | 631,150   |
| 2025      | 2026      | 610,000   | 3.00%  | 18,300   | 628,300   | -  | -      | -        | -         | 610,000   | 18,300   | 628,300   |
| 2026      | 2027      | -   | -      | -        | -         | -  | -      | -        | -         | -   | -        | -         |
| Total     |           | 1,780,000   |        | 107,850  | 1,887,850 | 2,046,178  |        | 73,882   | 2,120,060 | 3,826,178                                       | 181,732  | 4,007,910 |

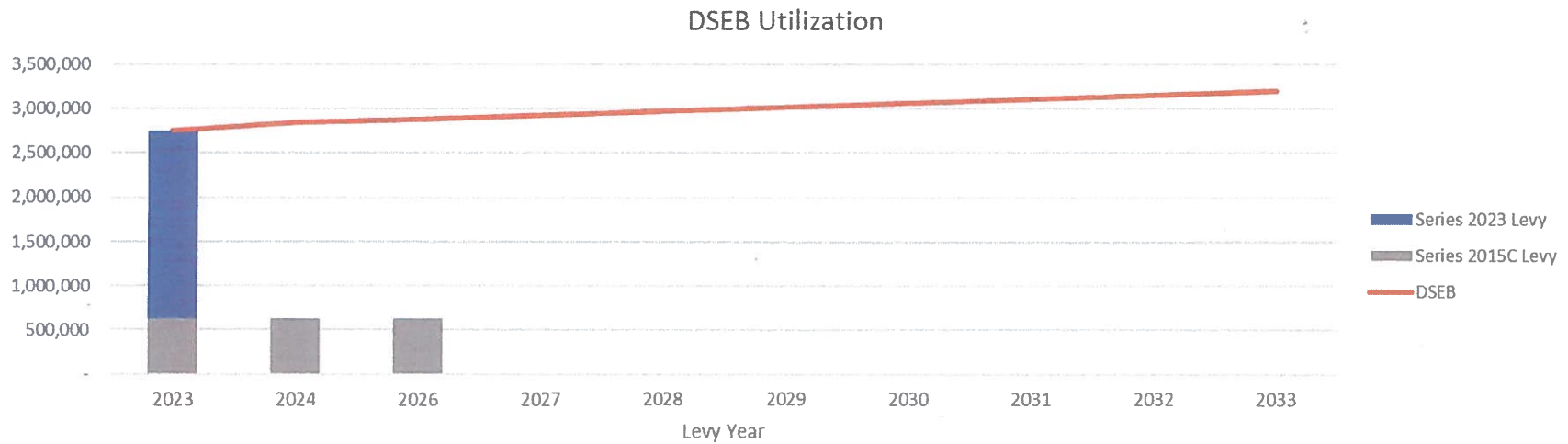
| Series:              | 2015C            | 2023                          |
|----------------------|------------------|-------------------------------|
| Original Par Amount: | \$2,915,000      | \$2,046,178                   |
| Total Interest:      | \$800,960        | \$73,882                      |
| Call Date:           | 12/30/2024       | Not Callable                  |
| Purpose:             | Refunding        | New Money & 2019 Debt Service |
| Security             | Limited Tax G.O. | Limited Tax G.O.              |
| Referendum Approved: | Not Applicable   | Not Applicable                |
| Repayment Source:    | DSEB             | DSEB                          |



# DSEB Utilization

| DSEB Margin |           |              |   |                      |                     |              |              |
|-------------|-----------|--------------|---|----------------------|---------------------|--------------|--------------|
| Levy Year   | Bond Year | DSEB*        | Actual <i>Estimated</i> CPI Growth Rate | 2015C LTGO Debt Levy | 2023 LTGO Debt Levy | Total Levy   | DSEB Margin  |
| 2023        | 2024      | 2,748,461.07 | 5.00%                                   | 628,400.00           | 2,120,060.37        | 2,748,460.37 | 0.70         |
| 2024        | 2025      | 2,841,908.74 | 3.40%                                   | 631,150.00           |                     | 631,150.00   | 2,210,758.74 |
| 2026        | 2027      | 2,884,537.37 | <b>1.50%</b>                            | 628,300.00           |                     | 628,300.00   | 2,256,237.37 |
| 2027        | 2028      | 2,927,805.43 | <b>1.50%</b>                            |                      |                     |              | 2,927,805.43 |
| 2028        | 2029      | 2,971,722.51 | <b>1.50%</b>                            |                      |                     |              | 2,971,722.51 |
| 2029        | 2030      | 3,016,298.34 | <b>1.50%</b>                            |                      |                     |              | 3,016,298.34 |
| 2030        | 2031      | 3,061,542.81 | <b>1.50%</b>                            |                      |                     |              | 3,061,542.81 |
| 2031        | 2032      | 3,107,465.95 | <b>1.50%</b>                            |                      |                     |              | 3,107,465.95 |
| 2032        | 2033      | 3,154,077.93 | <b>1.50%</b>                            |                      |                     |              | 3,154,077.93 |
| 2033        | 2034      | 3,201,389.09 | <b>1.50%</b>                            |                      |                     |              | 3,201,389.09 |

\*Preliminary, subject to change. The District's DSEB is assumed to grow by a CPI adjustment of 1.50% per year.



# General Obligation Alternate Revenue Source Bonds

|              |              | General Obligation Refunding<br>Bonds (Alt. Revenue Source), Series 2019A<br>Dated: September 5, 2019 |        |          |           |
|--------------|--------------|---|--------|----------|-----------|
| Levy<br>Year | Bond<br>Year | Principal   | Coupon | Interest | Total     |
| 2023         | 2024         | 410,000   | 5.00%  | 162,400  | 572,400   |
| 2024         | 2025         | 425,000   | 5.00%  | 141,900  | 566,900   |
| 2025         | 2026         | 715,000   | 5.00%  | 120,650  | 835,650   |
| 2026         | 2027         | 750,000   | 5.00%  | 84,900   | 834,900   |
| 2027         | 2028         | 780,000   | 4.00%  | 47,400   | 827,400   |
| 2028         | 2029         | 810,000   | 2.00%  | 16,200   | 826,200   |
| Total        |              | 3,890,000   |        | 573,450  | 4,463,450 |

|                      |                              |
|----------------------|------------------------------|
| Series:              | 2019A                        |
| Original Par Amount: | \$5,335,000                  |
| Total Interest:      | \$1,460,444                  |
| Call Date:           | 12/15/2027                   |
| Purpose:             | Refunding 2010 Bonds         |
| Security             | Alt. Revenue Source          |
| Referendum Approved: | Backdoor Referendum          |
| Repayment Source:    | Annual LTGO "Rollover Bonds" |

# Series 2024 LTGO Bond Summary

## Security:

- General Obligation Limited Tax Park Bonds payable from any funds of the District legally available for such purpose, and all taxable property in the District is subject to the levy of taxes to pay the same without limitation as to rate. The amount of said taxes that may be extended to pay the Bonds is limited by the District's Debt Service Extension Base (DSEB)

## Purpose:

- Provide a revenue source for the payment of debt service on the District's General Obligation Refunding Park Bonds (Alternate Revenue Source), Series 2019A
- Fund various capital projects.

## Expected Method of Sale:

- Competitive bank placement.

## Sizing Constraints:

- Sized to fill the available 2024 DSEB Levy.

# Series 2024 Financing Timetable

| ACTION                    | PARTY RESPONSIBLE | DATE                         |
|---------------------------|-------------------|------------------------------|
| BINA Publication Deadline | District          | Wednesday, September 11      |
| BINA Public Hearing       | District          | Wednesday, September 18      |
| Bids Received             | All Parties       | Wednesday, October 23, 2024  |
| Adopt Bond Ordinance      | District          | Wednesday, October 23, 2024  |
| Closing                   | All Parties       | Wednesday, November 13, 2024 |

*Board Action*

# Series 2024 Financing Model

| General Obligation Limited Tax Park Bonds,<br>Series 2024<br>Dated: November 13, 2024 |           |  |   |                        |          |                       |                 |              |
|---|-----------|--|---|------------------------|----------|-----------------------|-----------------|--------------|
| Levy Year   | Bond Year | Debt Service Extension Base (DSEB) (1) | Existing Limited Tax Bonds Debt Service | Principal Due: (10/15) | Rate (2) | Interest Due: (10/15) | Total           | DSEB Margin  |
| 2024  | 2025      | 2,841,908.74                           | 631,150.00                              | 2,122,668              | 4.50%    | 88,091                | 2,210,759       | 0.02         |
| 2025  | 2026      | 2,841,908.74                           | 628,300.00                              |                        |          |                       |                 | 2,213,608.74 |
| 2026  | 2027      | 2,841,908.74                           |   |                        |          |                       |                 | 2,841,908.74 |
| <b>Total</b>  |           |  | \$ 1,259,450                            | \$ 2,122,668.00        |          | \$ 88,090.72          | \$ 2,210,758.72 |              |

Notes: (1) Assumes the District's actual DSEB for Levy Year 2024.  
(2) Estimated, subject to change.

# Series 2024 Estimated Sources and Uses of Funds

| Service                         | Service Provider     | Series 2024        |
|---------------------------------|----------------------|--------------------|
| Financial Advisor               | Speer Financial Inc. | \$9,200.00         |
| Bond Counsel                    | Chapman and Cutler   | 9,500.00           |
| <b>Total Costs of Issuance:</b> |                      | <u>\$18,700.00</u> |

| Prior Obligations                                 | Payment Date | Series 2024         |
|---|--------------|---------------------|
| 2019A Bonds                                       | 12/15/2024   | 491,200.00          |
| <b>Prior Obligations Paid with Bond Proceeds:</b> |              | <u>\$491,200.00</u> |

| Capital Proceeds              | Series 2024           |
|-------------------------------|-----------------------|
| <b>Total Capital Proceeds</b> | <u>\$1,612,768.00</u> |
| <b>Rounding:</b>              | \$0.00                |

| Prior Obligations Paid With Non-Bond Proceeds |              |                    |
|---|--------------|--------------------|
| Prior Obligations                             | Payment Date |                    |
| 2019A   | 6/15/2025    | \$70,950.00        |
| <b>Total Prior Obligations</b>                |              | <u>\$70,950.00</u> |

\*\*\*Preliminary, subject to change\*\*\*

# Future Limited Tax Bonds

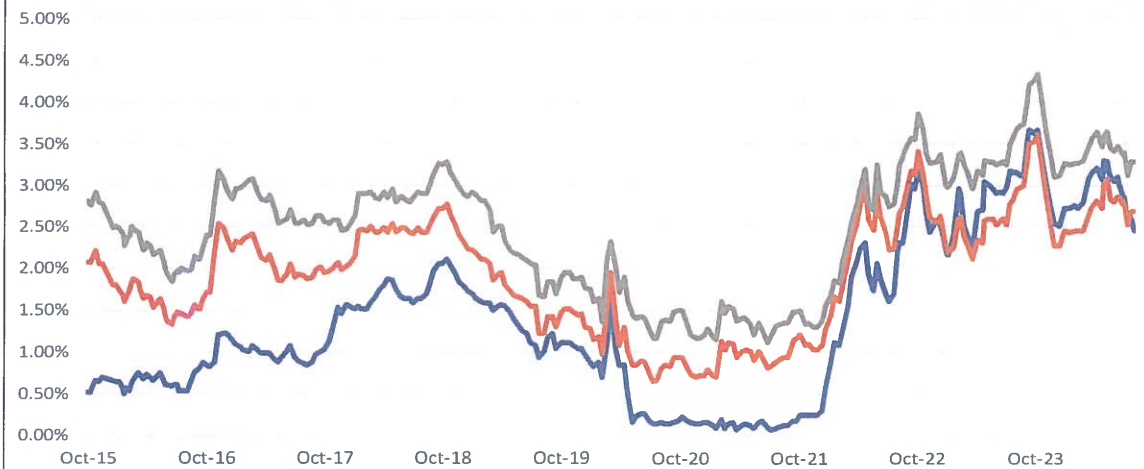
| DSEB      |           |               |                          | Annual Limited Tax Rollover Bonds |                 |           |               |                           |                          | Capital Proceeds                       |                                     |                         |
|-----------|-----------|---------------|--------------------------|-----------------------------------|-----------------|-----------|---------------|---------------------------|--------------------------|--|-------------------------------------|-------------------------|
| Levy Year | DSEB      | Existing LTGO |                          | Issue Date<br>(12/1)              | Payment         |           | Interest @ 3% | Projected Debt<br>Service | Remaining<br>DSEB Margin | Estimated<br>Costs Of<br>Issuance (1%) | Payment of<br>2019A Debt<br>Service | Net Capital<br>Proceeds |
|           |           | Debt          | DSEB Margin <sup>1</sup> |                                   | Date<br>(10/15) | Principal |               |                           |                          |  |                                     |                         |
| 2025      | 2,884,537 | 628,300       | 2,256,237                | 2025                              | 2026            | 2,198,700 | 57,533        | 2,256,233                 | 5                        | 21,987                                 | 556,275                             | 1,620,438               |
| 2026      | 2,927,805 |               | 2,927,805                | 2026                              | 2027            | 2,853,140 | 74,657        | 2,927,797                 | 8                        | 28,531                                 | 817,775                             | 2,006,834               |
| 2027      | 2,971,723 |               | 2,971,723                | 2027                              | 2028            | 2,895,940 | 75,777        | 2,971,717                 | 5                        | 28,959                                 | 816,150                             | 2,050,831               |
| 2028      | 3,016,298 |               | 3,016,298                | 2028                              | 2029            | 2,939,380 | 76,914        | 3,016,294                 | 5                        | 29,394                                 | 811,800                             | 2,098,186               |
| 2029      | 3,061,543 |               | 3,061,543                | 2029                              | 2030            | 2,983,470 | 78,067        | 3,061,537                 | 5                        | 29,835                                 | 818,100                             | 2,135,535               |
| 2030      | 3,107,466 |               | 3,107,466                | 2030                              | 2031            | 3,028,220 | 79,238        | 3,107,458                 | 8                        | 30,282                                 |                                     | 2,997,938               |
| 2031      | 3,154,078 |               | 3,154,078                | 2031                              | 2032            | 3,073,650 | 80,427        | 3,154,077                 | 1                        | 30,737                                 |                                     | 3,042,914               |
| 2032      | 3,201,389 |               | 3,201,389                | 2032                              | 2033            | 3,119,750 | 81,633        | 3,201,383                 | 6                        | 31,198                                 |                                     | 3,088,553               |
| 2033      | 3,249,410 |               | 3,249,410                | 2033                              | 2034            | 3,166,550 | 82,858        | 3,249,408                 | 2                        | 31,666                                 |                                     | 3,134,885               |
| 2034      | 3,298,151 |               | 3,298,151                | 2034                              | 2035            | 3,214,050 | 84,101        | 3,298,151                 | 0                        | 32,141                                 |                                     | 3,181,910               |
| 2035      | 3,347,623 |               | 3,347,623                | 2035                              | 2036            | 3,262,260 | 85,362        | 3,347,622                 | 1                        | 32,623                                 |                                     | 3,229,637               |
| 2036      | 3,397,838 |               | 3,397,838                | 2036                              | 2037            | 3,311,190 | 86,643        | 3,397,833                 | 5                        | 33,112                                 |                                     | 3,278,078               |
| 2037      | 3,448,805 |               | 3,448,805                | 2037                              | 2038            | 3,360,860 | 87,943        | 3,448,803                 | 3                        | 33,609                                 |                                     | 3,327,251               |
| 2038      | 3,500,537 |               | 3,500,537                | 2038                              | 2039            | 3,411,270 | 89,262        | 3,500,532                 | 6                        | 34,113                                 |                                     | 3,377,157               |
| 2039      | 3,553,045 |               | 3,553,045                | 2039                              | 2040            | 3,462,440 | 90,601        | 3,553,041                 | 5                        | 34,624                                 |                                     | 3,427,816               |
| 2040      | 3,606,341 |               | 3,606,341                | 2040                              | 2041            | 3,514,380 | 91,960        | 3,606,340                 | 2                        | 35,144                                 |                                     | 3,479,236               |
| 2041      | 3,660,436 |               | 3,660,436                | 2041                              | 2042            | 3,567,090 | 93,339        | 3,660,429                 | 7                        | 35,671                                 |                                     | 3,531,419               |
| 2042      | 3,715,343 |               | 3,715,343                | 2042                              | 2043            | 3,620,600 | 94,739        | 3,715,339                 | 4                        | 36,206                                 |                                     | 3,584,394               |
| 2043      | 3,771,073 |               | 3,771,073                | 2043                              | 2044            | 3,674,910 | 96,160        | 3,771,070                 | 3                        | 36,749                                 |                                     | 3,638,161               |
| 2044      | 3,827,639 |               | 3,827,639                | 2044                              | 2045            | 3,730,030 | 97,602        | 3,827,632                 | 7                        | 37,300                                 |                                     | 3,692,730               |

**Notes:**

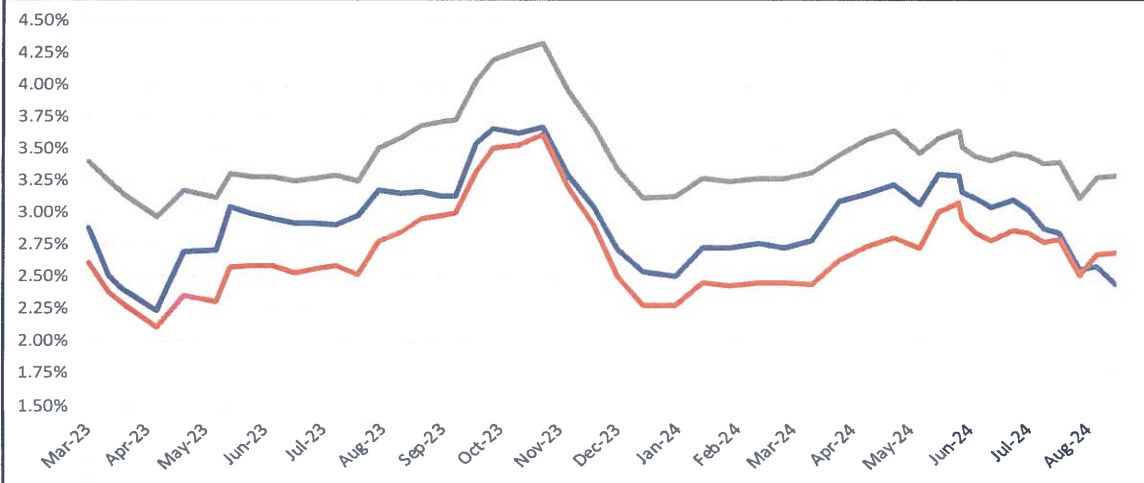
(1) Preliminary, subject to change. The District's debt service extension base is projected to grow at a rate of 1.50% per year.

# Municipal Market Snapshot

AAA MMD Yield  
2016 - 2024



AAA MMD Yield  
March 2023 - Current



2 Year AAA MMD

10 Year AAA MMD

20 Year AAA MMD

Market Indicators  
(amounts are in millions)

| Rate/Index                    | Current     | 2024 High   |             |
|-------------------------------|-------------|-------------|-------------|
| Bond Buyer 20-Bond Index      | 3.88%       | 4.13%       |             |
| Bond Buyer 11-Bond Index      | 3.78%       | 4.03%       |             |
| Bond Buyer Revenue Bond Index | 4.17%       | 4.42%       |             |
| 10- Year Treasury             | 3.86%       | 4.71%       |             |
| 30- Year Treasury             | 4.13%       | 4.82%       |             |
| 30-Day Visible Supply         | Current     | Annual High | Annual Low  |
| Total                         | \$12,202.30 | \$20,015.80 | \$3,512.90  |
| Competitive                   | \$1,484.70  | \$5,828.80  | \$587.80    |
| Negotiated                    | \$10,717.60 | \$14,507.40 | \$2,469.10  |
| New-Issue Sales               | Current     | Last Week   | Two Weeks   |
| Long-Term Bonds               | \$8,857.80  | \$9,537.00  | \$11,521.40 |
| Negotiated Bonds              | \$7,694.10  | \$7,615.90  | \$9,162.90  |
| Competitive Bonds             | \$1,163.70  | \$1,921.20  | \$2,357.50  |
| Short-Term Bonds              | \$631.90    | \$145.40    | \$862.50    |

Footnotes:

- AAA MMD Yields represent the fair market offer side for most liquid and available credits in each ratings category as determined by MMD. the above data provided by Thomson Reuters Municipal market data.

- General obligation bonds maturing in 20 years are used in compiling these bond buyer indexes. The 20-bond index has an average rating equivalent to Moody's Aa2 and S&P's AA, while the 11-bond index is equivalent to Aa1 and AA-plus. (No average Fitch rating is provided because Fitch does not rate one of the bonds.) The 11 bonds used in the higher-grade index are marked with an asterisk. Source: The Bond Buyer.

- 30-Day Visible Supply reflects the total dollar volume of bonds to be offered at competitive bidding and through negotiation over the next 30 days. It includes issues scheduled for sale on the date listed along with anticipated offerings listed in that day's Competitive Bond Offerings" and "Negotiated Bond Offerings" tables published on BondBuyer.com.



August 15, 2024

Mr. Michael J. Benard  
Executive Director  
Wheaton Park District  
102 E. Wesley Street  
Wheaton, Illinois 60187

Re: Wheaton Park District, DuPage County, Illinois  
Issuance of General Obligation Limited Tax Bonds to Provide Funds for Annual Capital Projects and  
to Fund Existing Debt Service

Dear Mike:

Speer Financial, Inc. (“Speer”) is pleased to provide this Engagement Letter to Wheaton Park District, DuPage County, Illinois (the “Client”) for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the “Bonds”). The purpose of the issuance of the Bonds, briefly stated, is to provide for capital improvements and to fund the payment of existing debt service (the “Project”).

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the “Engagement”) as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions.

**Services.** Speer agrees to provide to the Client the municipal advisory services (the “Services”) set forth in the attached **Exhibit A**. Certain limitations to Speer’s Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer’s Engagement. These terms are detailed in the attached **Exhibit C**.

**Authorization.** It is Speer’s understanding that the **Executive Director and the Finance Director** of the Client (the “Client Contacts”) are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

**Term and Termination.** Speer’s Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the completion of the Project, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

SPEER FINANCIAL, INC.

**Compensation.** Speer's compensation for Services on the Project is set forth below.

As compensation for Speer's provision of the Services, Speer shall receive the following fee

Municipal Advisory Services: \$9,200.00

This fee is the same regardless of the method of sale of the Bonds. This fee is not contingent on the sale of the Bonds or completion of the Project.

This fee includes the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

**Representations of Client.** The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

**Required Disclosures.** Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

**Risk Disclosure.** Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: 

Its: Senior Vice President

Telephone: 312-529-5881

Email: amiceli@speerfinancial.com

**EXHIBIT A**

**SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR  
WHEATON PARK DISTRICT**

**Financial Planning Services**

1. *Orientation*: Reviewing the Client’s current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination*: Coordinating financial planning and issuance details with the Client’s staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
4. *Public Relations*: Responding to inquiries from the general public or news media relating to municipal issuance related matters.
5. *Planning*: Developing a debt financing plan that includes all or some of the following:
  - a. Maturity Schedules - Maturity schedules relating to the financing. These schedules may “wrap” around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
  - b. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

## **Competitive Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form:*
  - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
  - b. Notice of Sale Publication - Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
  - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
  - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

## **Private Placement Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Disclosure Document and Proposals:*
  - a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.

- b. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
3. *Advise on Financing Terms* – Advise the client on the terms of the financing including the interest rate offered and the covenants required by the intended purchaser.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

*With respect to all private placement Services, Speer will always serve as municipal advisor to the Client and as such will not specifically identify investors/purchasers in a securities offering or negotiate specific terms with the investor/purchaser of the Client's securities. Speer will not negotiate terms to directly place an issuance of securities with an investor. Any investors contacted or solicited will be identified by the Client and contacted on behalf of the Client.*

## EXHIBIT B

### LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

## EXHIBIT C

### OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

## EXHIBIT D

### REQUIRED DISCLOSURES

#### 1. DISCLOSURE OF CONFLICTS OF INTEREST

##### A. Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

##### B. Other Material Conflicts of Interest

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

In 2019 and 2020, Speer was asked for a donation for the District's Cosley Zoo Foundation Mike Williams Cosley Classic Golf Outing and the Festival of Lights and Trees. In 2019 and 2020, Speer made a donation of \$275.00 and \$250.00 to each event, respectively. In 2021, Speer was asked for a donation to the District's Cosley Zoo Foundation Mike Williams Cosley Classic Golf Outing and responded with a \$275 sponsorship. In 2022, Speer was asked for a donation to the District's Cosley Zoo Foundation Mike Williams Cosley Classic Golf Outing and responded with a \$250 sponsorship. In 2023 and 2024, Speer was asked for a donation to the District's Cosley Zoo Foundation Mike Williams Cosley Classic Golf Outing and responded with a \$350 sponsorship. Speer does not believe this is a material conflict of interest.

#### 2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

**Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**How to Access Form MA and Form MA-I Filings.** Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:



<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

**Most Recent Change in Legal or Disciplinary Event Disclosure.** Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

### **3. FUTURE DISCLOSURES**

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

### **4. G-10 DISCLOSURE**

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: [www.msrb.org](http://www.msrb.org)

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

## EXHIBIT E

### FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

#### **Financial Characteristics**

***Maturity and Interest.*** Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### **Security**

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

***General Obligation Bonds.*** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Limited Bonds.** Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

**Alternate Bonds.** Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for

a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;
- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
  - (i) outstanding alternate bonds payable from such enterprise revenues; and
  - (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

***Debt Certificates.*** You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

***Special Service Area Bonds.*** When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

**Tax Increment Financing.** Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public

and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

### **Risk Considerations**

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

***Redemption Risk.*** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

***Reinvestment Risk.*** You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

***Tax Compliance Risk.*** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.



ORDER calling a public hearing concerning the intent of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, to sell not to exceed \$7,500,000 General Obligation Limited Tax Park Bonds.

\* \* \*

WHEREAS, the Wheaton Park District, DuPage County, Illinois (the “*District*”), is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Park District Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board of Park Commissioners of the District (the “*Board*”) intends to sell bonds in an amount not to exceed \$7,500,000 for the payment of land condemned or purchased for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of the District, for the payment of outstanding obligations of the District and for the payment of the expenses incident thereto (the “*Bonds*”); and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the Board to hold a public hearing concerning the Board’s intent to sell the Bonds before adopting an ordinance providing for the sale of the Bonds:

NOW, THEREFORE, Be It and It is Hereby Ordered by the undersigned President of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. I hereby call a public hearing to be held at 5:00 o’clock P.M. on the 18th day of September, 2024, in the City of Wheaton City Council Chambers, 303 West Wesley Street, Wheaton, Illinois, in the District, concerning the Board’s intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the “*Hearing*”).

2. I hereby direct that the Secretary of the Board (the “*Secretary*”) shall (i) publish notice of the Hearing at least once in the *Daily Herald*, the same being a newspaper of general

circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) post at least 48 hours before the Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 48-hour period preceding the Hearing.

3. Notice of the Hearing shall appear above the name of the Secretary and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE BOARD OF PARK COMMISSIONERS OF  
THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS  
TO SELL NOT TO EXCEED \$7,500,000 GENERAL OBLIGATION LIMITED TAX PARK BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the Wheaton Park District, DuPage County, Illinois (the "*District*"), will hold a public hearing on the 18th day of September, 2024, at 5:00 o'clock P.M. The hearing will be held in the City of Wheaton City Council Chambers, 303 West Wesley Street, Wheaton, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in an amount not to exceed \$7,500,000 for the payment of land condemned or purchased for parks, for the building, maintaining, improving and protecting of the same and the existing land and facilities of the District, for the payment of outstanding obligations of the District and for the payment of the expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois.

DATED the 26th day of August, 2024.

Michael Benard  
Secretary, Board of Park Commissioners,  
Wheaton Park District, DuPage County,  
Illinois

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Notice to publisher: Please be certain that this notice appears above the name of the Secretary of the Board.

4. At the Hearing the Board shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Board shall not adopt an ordinance selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

Ordered this 26th day of August, 2024.

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President, Board of Park Commissioners,  
Wheaton Park District, DuPage County,  
Illinois

**Long Range Capital Expense Outlook  
2025-2039  
Capital Budget**

| Sum of Grant Prioritization Tool<br>Project Descriptions      | 2025               | 2026             | 2027             | 2028             | 2029             | 2030             | 2031             | 2032             | 2033             | 2034             | 2035             | 2036             | 2037             | 2038             | 2039             |
|---|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>40-000-000 Unspecified Area</b>                            |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| District Wide Asphalt Replacement                             | (250,000)          | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        | (250,000)        |
| Cosley F Donation for 855 Prairie Property                    | 50,000             | 50,000           | 50,000           | 50,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| District Wide Unforeseen Capital Expenses                     | (100,000)          | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        | (100,000)        |
| Facility Master Planning                                      | (25,000)           | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         | (25,000)         |
| New Synthetic Turf Field                                      |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Briarpatch Park OSLAD Grant                                   | 315,000            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Graf Park Turf Replacement                                    | 102,000            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| 2019 Build Illinois Bond Fund Projects                        | 342,900            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Lighting Work - Apr                                     |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  | (125,000)        |                  |                  |                  |                  |
| CC - Roof Replacement   |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  | (83,400)         |                  |                  |                  |                  |
| District Wide Security Camera Upgrades                        | (150,000)          | (30,000)         | (30,000)         |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Danada OSLAD Grant  | -                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Streambank Restoration - Cantigny Reimbursement         | 200,000            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Streambank Restoration - EPA Grant                      | 600,000            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Property Acquisition - Lincoln Marsh                          | 65,000             |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Central Park Pickleball Court Lights (Comed Reimbursement)    | -                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Graf Park Improvements (OSLAD Grant)                          | 600,000            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>40-000-000 Unspecified Area Total</b>                      | <b>1,749,900</b>   | <b>(355,000)</b> | <b>(355,000)</b> | <b>(325,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(583,400)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> | <b>(375,000)</b> |
| <b>40-000-187 Central Athletic Complex Project</b>            |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Main Gym Roof, Lobby Roof and Kale Roof                       |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  | (550,000)        |                  |                  |                  |                  |
| <b>40-000-187 Central Athletic Complex Project Total</b>      |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  | <b>(550,000)</b> |                  |                  |                  |                  |
| <b>40-000-188 Sensory Playground</b>                          |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Play for All - Five to Twelve Playground (PFA Donation)       | (150,000)          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Play for All - Five to Twelve Playground (Donation)           | 150,000            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>40-000-188 Sensory Playground Total</b>                    | <b>-</b>           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>40-800-805 Atten</b>                                       |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Water Pump Recondition-Atten 16, 19, 20                       |                    |                  |                  |                  |                  |                  |                  |                  | (14,000)         |                  |                  |                  |                  |                  |                  |
| Colorcoat/ Repair Courts 4                                    |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  | (125,000)        |                  |                  |                  |                  |
| Atten Tennis Color Coat                                       |                    | (35,000)         |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Playground Replacement                                  |                    |                  |                  |                  | (585,000)        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Ball Field Lighting- Fields 19 & 20                     |                    |                  |                  |                  | (140,000)        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Replace Parking Lots                                    |                    |                  |                  |                  |                  |                  |                  |                  | (320,000)        |                  |                  |                  |                  |                  |                  |
| Atten Concessions Shelter & Restrooms                         |                    |                  |                  |                  |                  |                  |                  |                  | (200,000)        |                  |                  |                  |                  |                  |                  |
| Atten Irrigation  | (210,000)          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Bleachers (x12)   |                    |                  |                  |                  | (75,000)         |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Bleacher Pads   |                    |                  |                  |                  | (30,000)         |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Baseball/Softball Infield Turf (Fields 15/17/18)        |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Baseball/Softball Infield Turf (Fields 16/19/20)        |                    |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Park Streambank Restoration (\$200k WPD / \$800k other) | (1,000,000)        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Atten Park Field Improvement Engineering                      | (50,000)           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>40-800-805 Atten Total</b>                                 | <b>(1,260,000)</b> | <b>(35,000)</b>  |                  |                  |                  | <b>(830,000)</b> |                  |                  | <b>(534,000)</b> |                  | <b>(125,000)</b> |                  |                  |                  |                  |

*Long Range Capital Expense Outlook  
2025-2039  
Capital Budget*

| Project Descriptions  | 2025   | 2026             | 2027             | 2028     | 2029     | 2030             | 2031 | 2032            | 2033 | 2034             | 2035             | 2036            | 2037 | 2038             | 2039 |
|---|--------|------------------|------------------|----------|----------|------------------|------|-----------------|------|------------------|------------------|-----------------|------|------------------|------|
| <b>40-800-806 Briarpatch</b>                                |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Briar Patch Playground Replacement                          |        |                  |                  |          |          |                  |      |                 |      | (167,000)        |                  |                 |      |                  |      |
| Briar Patch Shelter, Concessions & Restroom                 |        |                  |                  |          |          |                  |      |                 |      |                  | (200,000)        |                 |      |                  |      |
| Briar Patch Bleachers (x12)                                 |        |                  |                  |          |          | (75,000)         |      |                 |      |                  |                  |                 |      |                  |      |
| Briar Patch Bleacher Pads                                   |        |                  |                  |          |          | (30,000)         |      |                 |      |                  |                  |                 |      |                  |      |
| Briar Patch Shed  |        |                  |                  |          |          |                  |      |                 |      |                  |                  | (25,000)        |      |                  |      |
| <b>40-800-806 Briarpatch Total</b>                          |        |                  |                  |          |          | <b>(105,000)</b> |      |                 |      | <b>(167,000)</b> | <b>(225,000)</b> |                 |      |                  |      |
| <b>40-800-809 Brighton</b>                                  |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Brighton Playground Surfacing                               |        |                  | (144,000)        |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Brighton Playground Replacement                             |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      | (120,000)        |      |
| <b>40-800-809 Brighton Total</b>                            |        |                  | <b>(144,000)</b> |          |          |                  |      |                 |      |                  |                  |                 |      | <b>(120,000)</b> |      |
| <b>40-800-811 Manchester</b>                                |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| PARK SERVICES CENTER ROOF                                   |        |                  | (400,000)        |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Park Serices Generator Replacement                          |        |                  |                  |          |          | (60,000)         |      |                 |      |                  |                  |                 |      |                  |      |
| Park Services Fuel Storage Replacement                      |        |                  |                  |          |          |                  |      |                 |      |                  |                  | (10,000)        |      |                  |      |
| Park Services Furniture                                     |        |                  |                  |          |          |                  |      | (40,000)        |      |                  |                  |                 |      |                  |      |
| <b>40-800-811 Manchester Total</b>                          |        |                  | <b>(400,000)</b> |          |          | <b>(60,000)</b>  |      | <b>(40,000)</b> |      |                  |                  | <b>(10,000)</b> |      |                  |      |
| <b>40-800-812 Central Park &amp; Athletic Complex</b>       |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Central Ice Rink  |        |                  |                  |          |          | (140,000)        |      |                 |      |                  |                  |                 |      |                  |      |
| Central Pickleball and Fence Replacement                    |        |                  |                  |          |          |                  |      |                 |      | (120,000)        |                  |                 |      |                  |      |
| Central Pickleball Court Lights                             |        | (80,000)         |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| CAC Boilers   |        | (90,000)         |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Central Building Envelope Repairs                           |        |                  | (500,000)        |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| <b>40-800-812 Central Park &amp; Athletic Complex Total</b> |        | <b>(170,000)</b> | <b>(500,000)</b> |          |          | <b>(140,000)</b> |      |                 |      | <b>(120,000)</b> |                  |                 |      |                  |      |
| <b>40-800-813 Cosley Zoo</b>                                |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley - Animal Welcome Quarantine Center - Through 2026    | 25,000 | 25,000           |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Duck Pond Irrigation Equip.                          |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Amphitheater Pavers & Deck                           |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Concrete Approach to Parking Lot                     |        |                  |                  |          | (14,000) |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Cage Education animals bank 2                        |        |                  |                  |          |          |                  |      |                 |      |                  |                  | (18,000)        |      |                  |      |
| Cosley Holding Cage behind barn                             |        |                  |                  |          |          | (25,000)         |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Kiebler Barn PVC Fence                               |        |                  |                  | (46,000) |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Exterior Painting Station                            |        |                  |                  | (25,000) |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Pavers (around Duck Pond)                            |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Pavers (between station and barn)                    |        | (75,000)         |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Public Washroom Renovation                           |        | (75,000)         |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Exhibit Fence - fox, coyote                          |        |                  |                  |          |          |                  |      |                 |      | (35,000)         |                  |                 |      |                  |      |
| Cosley Walk-in Freezer                                      |        |                  |                  |          |          |                  |      | (18,000)        |      |                  |                  |                 |      |                  |      |
| Cosley Exhibit Fence - deer                                 |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Aviary outside caging replacement                    |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |
| Cosley Cabinets - feed prep lower stainless                 |        |                  |                  |          |          |                  |      |                 |      |                  |                  |                 |      |                  |      |

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| Project Descriptions                                 | 2025             | 2026             | 2027             | 2028             | 2029            | 2030             | 2031            | 2032             | 2033            | 2034            | 2035            | 2036            | 2037 | 2038             | 2039 |
|--|------------------|------------------|------------------|------------------|-----------------|------------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|------|------------------|------|
| Cosley Exhibit Enclosure (shotcrete) - raccoons      |                  |                  |                  |                  |                 | -                |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Dumbwaiter- Station                           |                  |                  |                  |                  |                 | (15,000)         |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Caging - Chickens                             |                  |                  |                  |                  |                 | (25,000)         |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Raccoon Enclosure Shotcrete                   |                  |                  |                  |                  |                 | (105,000)        |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Holding Caging- Quarantine                    |                  |                  |                  |                  |                 |                  | (25,000)        |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Pump House -used                              |                  |                  |                  |                  |                 |                  |                 | (15,000)         |                 |                 |                 |                 |      |                  |      |
| Cosley Butterfly Garden                              |                  |                  |                  |                  |                 |                  |                 | (23,000)         |                 |                 |                 |                 |      |                  |      |
| Cosley Roof- Bobcat Exhibit                          |                  |                  |                  |                  |                 |                  |                 | (12,000)         |                 |                 |                 |                 |      |                  |      |
| Cosley Cage Mesh- Bobcat Exhibit                     |                  |                  |                  |                  |                 |                  |                 | (85,000)         |                 |                 |                 |                 |      |                  |      |
| Cosley Roof- Quarantine                              |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 | (20,000)        |      |                  |      |
| Rabbit Exhibit Modification/Replacement              |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Taylor Barn Pavilion                          | (450,000)        |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Pavers (wildlife viewing area west)           |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley - Parking Expansion Project                   |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley - Parking Expansion Project Tourism Grant     | 500,000          |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley - Taylor Barn Project                         | 205,000          |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley - 855 Parking Lot Light Upgrade               | (25,000)         |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley Pavers (wildlife viewing area east)           |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Cosley - Priority Projects                           | (250,000)        | (250,000)        | (250,000)        |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| <b>40-800-813 Cosley Zoo Total</b>                   | <b>(145,000)</b> | <b>(225,000)</b> | <b>(250,000)</b> | <b>(71,000)</b>  | <b>(14,000)</b> | <b>(170,000)</b> | <b>(25,000)</b> | <b>(153,000)</b> |                 | <b>(35,000)</b> |                 | <b>(38,000)</b> |      |                  |      |
| <b>40-800-815 Graf Park</b>                          |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| GRAF PARKPLAYGROUND EQUIP                            |                  | (275,000)        |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Exterior Fence (vegetation removal 50yrs overgrowth) |                  |                  |                  |                  |                 |                  |                 |                  | (60,000)        |                 |                 |                 |      |                  |      |
| Graf Sports Lights Main Field                        |                  |                  |                  | (145,000)        |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Graf Sports Lights Softball Fields                   |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      | (145,000)        |      |
| Graf Bleachers/ Grandstand                           | (70,000)         |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Graf Bleachers (x6)                                  |                  |                  |                  |                  |                 | (35,000)         |                 |                  |                 |                 |                 |                 |      |                  |      |
| Graf Park Synthetic Turf Replacement                 | (550,000)        |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Graf Batting Cages                                   | (70,000)         |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Graf Park Track Replacement                          | (180,000)        |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Graf Park Engineering and Design                     | (50,000)         |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| <b>40-800-815 Graf Park Total</b>                    | <b>(920,000)</b> | <b>(275,000)</b> |                  | <b>(145,000)</b> |                 | <b>(35,000)</b>  |                 |                  | <b>(60,000)</b> |                 |                 |                 |      | <b>(145,000)</b> |      |
| <b>40-800-816 Hawthorne Junction</b>                 |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Hawthorn Junction Playground Replacement             | (90,000)         |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| <b>40-800-816 Hawthorne Junction Total</b>           | <b>(90,000)</b>  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| <b>40-800-817 Herrick</b>                            |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Playground Replacement - CL Herrick                  |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 | (99,000)        |                 |      |                  |      |
| CL Herrick Playground Surfacing                      | (80,000)         |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| <b>40-800-817 Herrick Total</b>                      | <b>(80,000)</b>  |                  |                  |                  |                 |                  |                 |                  |                 |                 | <b>(99,000)</b> |                 |      |                  |      |
| <b>40-800-818 Hoffman Park</b>                       |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 |                 |                 |      |                  |      |
| Hoffman Parking Lot Replacement                      |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 | (80,000)        |                 |      |                  |      |
| <b>40-800-818 Hoffman Park Total</b>                 |                  |                  |                  |                  |                 |                  |                 |                  |                 |                 | <b>(80,000)</b> |                 |      |                  |      |

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| Project Descriptions                             | 2025             | 2026             | 2027 | 2028            | 2029 | 2030             | 2031            | 2032      | 2033             | 2034             | 2035            | 2036 | 2037 | 2038             | 2039 |
|--|------------------|------------------|------|-----------------|------|------------------|-----------------|-----------|------------------|------------------|-----------------|------|------|------------------|------|
| <b>40-800-819 Hurley Gardens</b>                 |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Hurley Gardens Roof Replacement                  |                  | (27,800)         |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-819 Hurley Gardens Total</b>           |                  | <b>(27,800)</b>  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-821 Briar Knoll</b>                    |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Briar Knoll Playground Replacement               |                  |                  |      |                 |      | (225,000)        |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-821 Briar Knoll Total</b>              |                  |                  |      |                 |      | <b>(225,000)</b> |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-822 Lincoln Marsh</b>                  |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Lincoln Marsh Offices                            |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Central Retaining Wall                           |                  |                  |      |                 |      | (105,000)        |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-822 Lincoln Marsh Total</b>            |                  |                  |      |                 |      | <b>(105,000)</b> |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-825 Memorial Park</b>                  |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Memorial Park Lighting                           |                  |                  |      |                 |      |                  |                 |           |                  |                  | (24,000)        |      |      |                  |      |
| Memorial Sidewalk Replacement                    |                  |                  |      |                 |      |                  |                 |           |                  |                  | (75,000)        |      |      |                  |      |
| Memorial Doughboy Renovation                     |                  |                  |      |                 |      | (25,000)         |                 |           |                  |                  |                 |      |      |                  |      |
| Wheaton Lions Terrace                            | 9,000            |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Memorial Park Perimeter Fence                    | (60,000)         |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-825 Memorial Park Total</b>            | <b>(51,000)</b>  |                  |      |                 |      | <b>(25,000)</b>  |                 |           |                  |                  | <b>(99,000)</b> |      |      |                  |      |
| <b>40-800-826 Northside Park</b>                 |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| NS Pool Water Heater #1                          |                  |                  |      |                 |      |                  |                 |           | (15,000)         |                  |                 |      |      |                  |      |
| NS Pool Filter Media & Lateral Replacement       |                  |                  |      |                 |      |                  |                 |           | (110,175)        |                  |                 |      |      |                  |      |
| NS Pool - Sound System                           |                  |                  |      |                 |      |                  |                 |           |                  |                  | (12,780)        |      |      |                  |      |
| Northside Tennis Lights                          |                  | (160,000)        |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Backstop & Fence Replacement           |                  | (130,000)        |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Basketball Color Coat                  |                  |                  |      | (25,000)        |      | (25,000)         |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Tennis Color Coat                      |                  |                  |      | (48,000)        |      |                  |                 |           |                  | (30,000)         |                 |      |      |                  |      |
| Northside Dredge Settling Basin                  | (100,000)        |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Playground Replacement                 |                  |                  |      |                 |      |                  |                 | (400,000) |                  |                  |                 |      |      |                  |      |
| Northside Parking Lot Light Replacement          |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Pool Roof Replacement                  |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      | (165,000)        |      |
| Northside Sledhill Fence                         |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| NS Pool - Boilers                                |                  |                  |      |                 |      | (45,000)         |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Pool Sand Blast & Paint                | (25,000)         |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Boiler Replacement                     |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Pool Wood Deck Replacement             |                  | (75,000)         |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Cabin Restoration or Replacement       | (400,000)        |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Pool Locker Room Partitions            | (80,000)         |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Northside Warming Shelter - Engineering & Design | (25,000)         |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| <b>40-800-826 Northside Park Total</b>           | <b>(630,000)</b> | <b>(365,000)</b> |      | <b>(73,000)</b> |      | <b>(25,000)</b>  | <b>(45,000)</b> |           | <b>(415,000)</b> | <b>(110,175)</b> | <b>(42,780)</b> |      |      | <b>(165,000)</b> |      |
| <b>40-800-828 Rathje</b>                         |                  |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |
| Rathje Playground Surfacing                      | (90,000)         |                  |      |                 |      |                  |                 |           |                  |                  |                 |      |      |                  |      |



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| Project Descriptions                          | 2025             | 2026             | 2027             | 2028             | 2029      | 2030             | 2031 | 2032            | 2033               | 2034             | 2035 | 2036             | 2037 | 2038 | 2039     |
|---|------------------|------------------|------------------|------------------|-----------|------------------|------|-----------------|--------------------|------------------|------|------------------|------|------|----------|
| Rathje Roof Replacement                       |                  |                  |                  | (25,000)         |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Rathje Backstop Replacement                   |                  |                  |                  |                  |           | (55,000)         |      |                 |                    |                  |      |                  |      |      |          |
| Rathje Playground Replacement                 |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      | (120,000)        |      |      |          |
| <b>40-800-828 Rathje Total</b>                | <b>(90,000)</b>  |                  |                  | <b>(25,000)</b>  |           | <b>(55,000)</b>  |      |                 |                    |                  |      | <b>(120,000)</b> |      |      |          |
| 40-800-829 Hull                               |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Hull Park Playground Surface Replacement      |                  |                  |                  |                  |           |                  |      | (60,000)        |                    |                  |      |                  |      |      |          |
| <b>40-800-829 Hull Total</b>                  |                  |                  |                  |                  |           |                  |      | <b>(60,000)</b> |                    |                  |      |                  |      |      |          |
| 40-800-835 Seven Gables                       |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Seven Gables Colorcoat/Repair 3 Tennis Courts |                  |                  |                  | (115,000)        |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Seven Gables Playground Equipment             |                  |                  |                  |                  | (360,000) |                  |      |                 |                    |                  |      |                  |      |      |          |
| Seven Gables Asphalt Parking Replacement      |                  |                  |                  |                  |           |                  |      |                 |                    | (800,000)        |      |                  |      |      |          |
| Seven Gables Asphalt Path Replacement         |                  |                  |                  |                  |           |                  |      |                 |                    | (530,000)        |      |                  |      |      |          |
| Seven Gables Vita Course Replacement          | (80,000)         |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| SEVEN GABLES PARKROOF - barn                  |                  |                  |                  |                  |           | (64,250)         |      |                 |                    |                  |      |                  |      |      |          |
| <b>40-800-835 Seven Gables Total</b>          | <b>(80,000)</b>  |                  | <b>(115,000)</b> | <b>(360,000)</b> |           | <b>(64,250)</b>  |      |                 | <b>(1,330,000)</b> |                  |      |                  |      |      |          |
| 40-800-836 Prairie Path Park                  |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Prairie Path Playground Replacement           | (180,000)        |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| <b>40-800-836 Prairie Path Park Total</b>     | <b>(180,000)</b> |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| 40-800-837 Sunnyside                          |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Sunnyside Playground Replacement              |                  |                  |                  |                  |           |                  |      |                 |                    | (140,000)        |      |                  |      |      |          |
| <b>40-800-837 Sunnyside Total</b>             |                  |                  |                  |                  |           |                  |      |                 |                    | <b>(140,000)</b> |      |                  |      |      |          |
| 40-800-838 Triangle Park                      |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Triangle Playground Replacement               |                  |                  |                  |                  |           | (200,000)        |      |                 |                    |                  |      |                  |      |      |          |
| Triangle Basketball Court Replacement         | (36,000)         |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| <b>40-800-838 Triangle Park Total</b>         | <b>(36,000)</b>  |                  |                  |                  |           | <b>(200,000)</b> |      |                 |                    |                  |      |                  |      |      |          |
| 40-800-839 WW Stevens                         |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| WW Stevens Playground Equipment               |                  | (180,000)        |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| <b>40-800-839 WW Stevens Total</b>            |                  | <b>(180,000)</b> |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| 40-800-845 Scottdale Park                     |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Scottdale Playground Surface Replacement      |                  |                  |                  | (72,000)         |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Scottdale Asphalt Path Replacement            |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      | (88,000)         |      |      |          |
| Scottdale Shelter Roof                        |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      | (20,000)         |      |      |          |
| <b>40-800-845 Scottdale Park Total</b>        |                  |                  |                  | <b>(72,000)</b>  |           |                  |      |                 |                    |                  |      | <b>(108,000)</b> |      |      |          |
| 40-800-846 CC and Rice and Blanchard          |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      |          |
| Heating System Boiler B-1                     |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      | (33,500) |
| Heating System Boiler B-2                     |                  |                  |                  |                  |           |                  |      |                 |                    |                  |      |                  |      |      | (33,500) |
| A/C Cooling Tower                             |                  |                  |                  |                  |           |                  |      | (50,000)        |                    |                  |      |                  |      |      |          |
| Boiler Room Water Heater - Rice               |                  |                  |                  |                  |           |                  |      |                 |                    | (16,000)         |      |                  |      |      | (16,000) |

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| Project Descriptions                                  | 2025               | 2026               | 2027             | 2028            | 2029 | 2030            | 2031            | 2032             | 2033             | 2034             | 2035      | 2036             | 2037 | 2038             | 2039             |
|---|--------------------|--------------------|------------------|-----------------|------|-----------------|-----------------|------------------|------------------|------------------|-----------|------------------|------|------------------|------------------|
| Neptune Filters - Rice                                |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      | (180,000)        |                  |
| 24HP Circulating Pump P-6                             |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  | (12,855)         |
| 25HP Circulating Pump P-4                             |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  | (14,480)         |
| 25HP Circulating Pump P-5                             |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  | (14,480)         |
| COMMUNITY CENTER PLAYGROUND EQUIP                     |                    |                    | (150,000)        |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool Mast. Plan Engineering                      | (200,000)          |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center Parking Lot Light Replacement        |                    | (105,000)          |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool Water Slides Replacement                    |                    | (825,000)          |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool Concessions Deck Replacement                |                    | (50,000)           |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center Gym Bleachers                        |                    |                    | (95,000)         |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center Irrigation                           | (60,000)           |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool Replace Bridge Over Slides                  |                    | (25,000)           |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center Elevators                            |                    |                    | (50,000)         |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center Gym Wall Mats                        |                    |                    | (150,000)        |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool PVC Interior Fence                          |                    |                    |                  |                 |      | (40,000)        |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center Priority Projects (TBD)              | (2,000,000)        | (2,000,000)        |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Community Center HVAC Improvements                    | (550,000)          | (1,300,000)        |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Sound System Speakers                                 |                    |                    |                  |                 |      |                 |                 | (18,826)         |                  |                  |           |                  |      |                  |                  |
| Generator Replacement                                 |                    |                    |                  |                 |      |                 |                 | (75,000)         |                  |                  |           |                  |      |                  |                  |
| Photovoltaic Project (offset by ICECF Grant \$132.6K) |                    |                    |                  |                 |      |                 |                 |                  |                  |                  | (221,000) |                  |      |                  |                  |
| Community Center Memorial Rm Sound                    | (75,000)           |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool Sand Blast & Paint                          | (50,000)           |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Rice Pool Locker Room Partitions                      | (250,000)          |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| <b>40-800-846 CC and Rice and Blanchard Total</b>     | <b>(3,185,000)</b> | <b>(4,305,000)</b> | <b>(445,000)</b> |                 |      | <b>(40,000)</b> | <b>(18,826)</b> | <b>(125,000)</b> | <b>(16,000)</b>  |                  |           | <b>(221,000)</b> |      | <b>(180,000)</b> | <b>(124,815)</b> |
| <b>40-800-849 Toohey Park</b>                         |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| TOOHEY PARK PLAYGROUND EQUIP                          |                    | (126,000)          |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Toohey Safety City Buildings                          |                    |                    | (25,000)         |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Toohey Metal Fence Replacement                        |                    |                    |                  |                 |      | (65,000)        |                 |                  |                  |                  |           |                  |      |                  |                  |
| Toohey Bridge Replacement                             |                    |                    | (40,000)         |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| TOOHEY PARK Building Envelop Repairs                  |                    |                    |                  | (50,000)        |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Toohey Shoreline Maintenance                          | (50,000)           | (250,000)          |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| <b>40-800-849 Toohey Park Total</b>                   | <b>(50,000)</b>    | <b>(376,000)</b>   | <b>(65,000)</b>  | <b>(50,000)</b> |      | <b>(65,000)</b> |                 |                  |                  |                  |           |                  |      |                  |                  |
| <b>40-800-850 Hillside Tot Lot</b>                    |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Hillside Fence Replacement                            | (30,000)           |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Hillside Tot Lot Playground Equipment Replacement     | (120,000)          |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| <b>40-800-850 Hillside Tot Lot Total</b>              | <b>(150,000)</b>   |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| <b>40-800-852 Clocktower</b>                          |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Clocktower Golf Carpet Replacement                    |                    | (30,000)           |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |
| Clocktower Golf Fence Replacement                     |                    |                    |                  |                 |      |                 |                 |                  |                  | (80,000)         |           |                  |      |                  |                  |
| Clocktower Skate Fence Replacement                    |                    |                    |                  |                 |      |                 |                 |                  |                  | (80,000)         |           |                  |      |                  |                  |
| Clocktower Skate Park Equipment                       |                    |                    |                  |                 |      |                 |                 |                  | (200,000)        |                  |           |                  |      |                  |                  |
| <b>40-800-852 Clocktower Total</b>                    |                    | <b>(30,000)</b>    |                  |                 |      |                 |                 |                  | <b>(200,000)</b> | <b>(160,000)</b> |           |                  |      |                  |                  |
| <b>40-800-853 Danada South</b>                        |                    |                    |                  |                 |      |                 |                 |                  |                  |                  |           |                  |      |                  |                  |



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| Sum of Prioritization Tool                               | Column Labels |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
|--|---------------|---------|--------|--------|--------|--------|--------|--------|--------|---------|------|--------|------|------|------|
| Project Descriptions                                     | 2025          | 2026    | 2027   | 2028   | 2029   | 2030   | 2031   | 2032   | 2033   | 2034    | 2035 | 2036   | 2037 | 2038 | 2039 |
| <b>10-000-000 Nonspecified Area</b>                      |               |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| Roland Print, cut sign machine                           | 30,000        |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| <b>10-000-000 Nonspecified Area Total</b>                | <b>30,000</b> |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| <b>10-101-000 Nonspecified Area</b>                      |               |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| #1010 Truck - Ford Explorer (Marketing)                  |               |         |        | 28,000 |        |        |        |        |        |         |      |        |      |      |      |
| #1101 Truck - F250 - plow truck/pickup                   |               |         |        |        |        |        |        |        | 40,000 |         |      |        |      |      |      |
| #1102 Truck - F350 - service truck                       |               |         | 50,000 |        |        |        |        |        |        |         |      |        |      |      |      |
| #1103 Truck - F450 Dump - dump/plow truck                | 78,000        |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| #1112 Truck -Dump - Crew cab/dump truck                  |               |         |        |        |        |        |        |        | 60,000 |         |      |        |      |      |      |
| #1114 Truck- dump/snow plow F450                         |               |         |        | 60,000 |        |        |        |        |        |         |      |        |      |      |      |
| #1117 Truck - Express Cargo Van                          | 50,000        |         |        |        |        |        |        |        |        | 37,000  |      |        |      |      |      |
| #1118 Truck - Pickup                                     |               | 40,000  |        |        |        |        |        |        |        |         |      |        |      |      |      |
| #1120 Truck - Pickup/ Snow                               | 45,000        |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| #1127 Truck - F350 Utility Body - park/playground repair |               |         |        | 50,000 |        |        |        |        |        |         |      |        |      |      |      |
| #1129 Truck - Van  |               |         | 35,000 |        |        |        |        |        |        |         |      |        |      |      |      |
| #1130 Truck - F450 Dump - Tree removal/chipping          | 78,000        |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| #1152 Truck - F250 Crew Cab 4x4                          |               | 55,000  |        |        |        |        |        |        |        |         |      | 43,000 |      |      |      |
| #1153 Truck - F250 Crew Cab 4x4                          |               | 55,000  |        |        |        |        |        |        |        |         |      | 43,000 |      |      |      |
| #1154 Truck - F250 Reg. Cab 4x4                          |               | 55,000  |        |        |        |        |        |        |        |         |      | 44,000 |      |      |      |
| #1170 Truck- dump/snow plow F450                         |               |         |        | 60,000 |        |        |        |        |        |         |      |        |      |      |      |
| #1177 Truck -F250 Crew Cab - Trim Crew                   |               |         |        | 39,000 |        |        |        |        |        |         |      |        |      |      |      |
| #1185 Truck - F350 Utility Body - Projects truck/plow    |               |         |        | 68,000 |        |        |        |        |        |         |      |        |      |      |      |
| #1192 Truck - Ford F250                                  |               |         |        |        |        |        |        | 40,000 |        |         |      |        |      |      |      |
| #1193 Truck - Ford F250                                  |               |         |        |        |        |        |        |        | 42,000 |         |      |        |      |      |      |
| #1201 Tract - Kubota - Districtwide tractor and loader   |               |         |        |        |        |        |        |        | 39,000 |         |      |        |      |      |      |
| #1202 Tract - Kubota - Districtwide tractor              |               |         |        |        |        |        |        |        | 38,000 |         |      |        |      |      |      |
| #1204 Equip - Forklift                                   | 30,000        |         |        |        |        |        |        |        |        |         |      |        |      |      |      |
| #1205 Tract- Bobcat Skidsteer - projects                 |               |         | 66,000 |        |        |        |        |        |        |         |      |        |      |      |      |
| #1207 Tract - Backhoe                                    | 130,000       |         |        |        |        |        |        |        |        | 82,000  |      |        |      |      |      |
| #1208 Equip - Ballfield Groomer                          |               |         |        |        |        | 20,000 |        |        |        |         |      |        |      |      |      |
| #1211 Tract - Toro Sand Pro                              |               |         |        |        | 25,000 |        |        |        |        |         |      |        |      |      |      |
| #1213 Tract - Kubota Utility                             |               |         | 39,000 |        |        |        |        |        |        |         |      |        |      |      |      |
| #1218 - New Holland                                      |               |         |        |        |        | 58,000 |        |        |        |         |      |        |      |      |      |
| #1305 Mower - Toro Z-Master Mower                        |               |         |        | 18,600 |        |        |        |        |        |         |      |        |      |      |      |
| #1312 Mower - Toro 4000 D                                |               |         |        |        |        |        | 85,000 |        |        |         |      |        |      |      |      |
| #1318 Mower - Z Master Walk Behind Mower                 |               |         |        |        |        |        |        | 18,000 |        |         |      |        |      |      |      |
| #1321 Mower - SCAG Mower                                 |               |         |        |        |        |        |        |        |        | 10,200  |      |        |      |      |      |
| #1322 Mower - SCAG Mower                                 |               |         |        |        |        |        |        |        |        | 10,200  |      |        |      |      |      |
| #1352 Mower - Toro 4010D                                 |               |         |        |        | 98,000 |        |        |        |        |         |      |        |      |      |      |
| #1362 Mower - Toro7210                                   |               |         |        |        | 88,000 |        |        |        |        |         |      |        |      |      |      |
| #1363 Mower - 4000D                                      | 120,000       |         |        |        |        |        |        |        |        | 103,000 |      |        |      |      |      |
| #1364 Mower - 4000D                                      |               | 120,000 |        |        |        |        |        |        |        | 99,000  |      |        |      |      |      |
| #1371 Mower - Toro 4000 D                                |               |         | 86,000 |        |        |        |        |        |        |         |      |        |      |      |      |
| #1372 Mower - Toro 7210                                  |               |         | 71,000 |        |        |        |        |        |        |         |      |        |      |      |      |
| #1381 Mower - 7210 Toro - turf/snow                      |               |         |        |        | 84,400 |        |        |        |        |         |      |        |      |      |      |
| #1383 Mower - 4000D Toro - turf/snow                     |               |         |        |        |        |        |        | 84,400 |        |         |      |        |      |      |      |

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| Project Descriptions                                      | 2025           | 2026           | 2027           | 2028           | 2029           | 2030           | 2031          | 2032           | 2033           | 2034           | 2035           | 2036           | 2037          | 2038          | 2039          |
|---|----------------|----------------|----------------|----------------|----------------|----------------|---------------|----------------|----------------|----------------|----------------|----------------|---------------|---------------|---------------|
| #1385 Equip - Toro MP 5700 (Pesticide Sprayer)            |                |                |                |                |                |                |               | 75,000         |                |                |                |                |               |               |               |
| #1390 Mower - TORO 7210                                   |                |                |                | 65,000         |                |                |               |                |                |                |                |                |               |               |               |
| #1401 Equip - Hot Patcher - Park Blacktop Repair          |                | 22,000         |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #1411 Equip - Seal Coat                                   | 18,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #1414 Tract - Gator                                       |                |                | 15,600         |                |                |                |               |                |                |                |                | 15,000         |               |               |               |
| #1429 Equip - Vermeer Chipper                             |                |                |                |                | 50,000         |                |               |                |                |                |                |                |               |               |               |
| #1430 Equip - Vermeer Stump Grinder                       |                |                |                |                |                |                |               |                | 35,000         |                |                |                |               |               |               |
| #1486 Equip - Doosan                                      |                |                | 29,000         |                |                |                |               |                |                |                |                |                |               | 24,000        |               |
| #1601 Gator   |                |                | 12,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| #1602 Gator   |                |                | 12,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| #1603 Gator   |                |                | 12,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| #1686 Equip - Power Boss floor sweeper - PSC              |                | 50,000         |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #1709 Equip - Genie Personal Lift - PSC                   |                |                |                |                | 13,000         |                |               |                |                |                |                |                |               |               |               |
| #1729 RTV - Kubota RTV                                    |                |                |                |                | 19,500         |                |               |                |                |                |                |                |               |               |               |
| #1744 Equip - Pressure Washer - PSC equipment maintenance |                |                |                |                |                |                |               |                |                | 14,400         |                |                |               |               |               |
| #1996 Equip - Water Reel Kifco                            |                |                |                |                | 11,000         |                |               |                |                |                |                |                |               |               |               |
| #1997 Equip - Water Reel Kifco                            |                |                |                | 12,015         |                |                |               |                |                |                |                |                |               |               |               |
| #1999 Equip - Ride on roller                              |                |                |                | 19,000         |                |                |               |                |                |                |                |                |               |               |               |
| #2703 Equip - Foley Blade Grinder                         |                |                |                |                |                |                |               |                | 26,000         |                |                |                |               |               |               |
| #2819 Equip - ABI Field Grader - baseball fields          |                |                |                |                |                | 21,000         |               |                |                |                |                |                |               |               |               |
| #A801 Equip - Aeravator - sportsfield maintenance         |                |                |                |                |                | 15,000         |               |                |                |                |                |                |               |               |               |
| #G102 Golf Cart   |                |                |                |                |                |                |               |                |                |                |                |                |               |               | 16,250        |
| #Golf 7 Golf Cart   |                |                |                |                |                |                |               |                |                |                |                | 16,250         |               |               |               |
| #ICE 1 Ice Equip - Olympia Ice Resurfacer                 | 60,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #R163 ATV - John Deere                                    |                |                |                |                |                |                | 7,800         |                |                |                |                |                |               |               |               |
| #T2601 Trailer - Skidsteer Trailer - transport            |                |                |                |                |                | 11,500         |               |                |                | 15,000         |                |                |               |               |               |
| #T2607 Trailer - Vermeer Tree Spade                       |                |                |                |                |                | 50,000         |               |                |                |                |                |                |               |               |               |
| #T2608 Trailer - Zoo Horse Trailer                        |                |                | 20,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| Bug 1 Mud Buggy   |                |                |                |                | 18,000         |                |               |                |                |                |                |                |               |               |               |
| Golf Cart #10   | 13,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| Golf Cart #11   | 13,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| Golf Cart #12   |                |                | 13,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| Golf Cart #13   |                |                | 13,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| Golf Cart #3  |                | 13,000         |                |                |                |                |               |                |                |                |                |                |               | 5,000         |               |
| Golf Cart #4  |                | 19,000         |                |                |                |                |               |                |                |                |                |                |               | 11,700        |               |
| Golf Cart #8  |                | 13,000         |                |                |                |                |               |                |                |                |                |                |               | 11,000        |               |
| Golf Cart #9  |                |                | 13,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| Wiedenmann Super 500                                      |                |                |                |                | 49,000         |                |               |                |                |                |                |                |               |               |               |
| #1141 Chevy Express Van 3500- Rec                         | 40,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #1172 Truck - Dump Truck/Salt Truck                       |                |                | 60,000         |                |                |                |               |                |                |                |                |                |               |               |               |
| <b>10-101-000 Nonspecified Area Total</b>                 | <b>675,000</b> | <b>442,000</b> | <b>546,600</b> | <b>391,615</b> | <b>483,900</b> | <b>175,500</b> | <b>92,800</b> | <b>255,400</b> | <b>210,000</b> | <b>283,800</b> | <b>135,250</b> | <b>145,000</b> | <b>24,000</b> | <b>27,700</b> | <b>16,250</b> |
| <b>20-101-000 Nonspecified Area</b>                       |                |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| # Golf 5 - Golf Cart                                      | 13,000         |                |                |                |                |                |               |                |                |                |                |                |               | 11,000        |               |
| #1400 Equip - Turfco T3000 Applicator                     |                |                |                |                |                |                | 14,400        |                |                |                |                |                |               |               |               |
| #2702 Equip - E Gator (Marsh)                             | 13,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #7 Golf Cart  | 20,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |
| #G102 Golf Cart   | 13,000         |                |                |                |                |                |               |                |                |                |                |                |               |               |               |

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| Project Descriptions                            | 2025           | 2026           | 2027           | 2028      | 2029           | 2030   | 2031           | 2032          | 2033   | 2034          | 2035          | 2036   | 2037   | 2038          | 2039           |
|---|----------------|----------------|----------------|-----------|----------------|--------|----------------|---------------|--------|---------------|---------------|--------|--------|---------------|----------------|
| <b>20-101-000 Nonspecified Area Total</b>       | <b>59,000</b>  |                |                |           |                |        |                | <b>14,400</b> |        |               |               |        |        | <b>11,000</b> |                |
| <b>60-000-000 Nonspecified Area</b>             |                |                |                |           |                |        |                |               |        |               |               |        |        |               |                |
| 100 Gallon Water Heaters (x4)                   | 60,000         |                |                |           |                |        |                |               |        | 75,000        |               |        |        |               |                |
| AAON Make-Up Air Unit (west 2)                  |                | 90,000         |                |           |                |        |                |               |        |               |               |        |        |               |                |
| AAON Make-Up Air Unit (east 14)                 |                | 150,000        |                |           |                |        |                |               |        |               |               |        |        |               |                |
| Asphalt   | 150,000        |                | 150,000        |           | 150,000        |        |                |               |        |               |               |        |        |               |                |
| HVAC York Rooftop Unit (east 13)                |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 25,548         |
| HVAC York Rooftop Unit (east 15)                |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 25,548         |
| HVAC York Rooftop Unit (west 10)                |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 25,548         |
| HVAC York Rooftop Unit (west 11)                |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 25,548         |
| HVAC York Rooftop Unit (west 7)                 |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 25,548         |
| HVAC York Rooftop Unit (west 9)                 |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 25,548         |
| Replace Carpet Upper Level (7,200 sq/ft)        |                |                |                |           |                |        | 150,000        |               |        |               |               |        |        |               |                |
| Security System                                 | 15,000         |                |                |           |                |        |                |               |        | 25,000        |               |        |        |               |                |
| Echo Robotic Mower                              | 40,000         |                |                |           |                |        |                |               |        |               |               |        |        |               |                |
| Driving Range Improvement Planning /Feasibility | 250,000        |                |                |           |                |        |                |               |        |               |               |        |        |               |                |
| <b>60-000-000 Nonspecified Area Total</b>       | <b>515,000</b> | <b>240,000</b> | <b>150,000</b> |           | <b>150,000</b> |        | <b>150,000</b> |               |        | <b>25,000</b> | <b>75,000</b> |        |        |               | <b>153,288</b> |
| <b>60-601-000 Nonspecified Area</b>             |                |                |                |           |                |        |                |               |        |               |               |        |        |               |                |
| 2010 Toro Workman HDX #2747                     |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 80,000         |
| 2011 Ford Pick Up W/Snow Plow                   |                |                |                |           |                |        | 36,000         |               |        |               |               |        |        |               |                |
| Beer Tower Pumping System w/Nitrogen            |                |                |                |           | 60,000         |        |                |               |        |               |               |        |        |               |                |
| Bunkers East                                    |                | 600,000        |                |           |                |        |                |               |        |               |               |        |        |               |                |
| Bunkers South                                   |                |                | 600,000        |           |                |        |                |               |        |               |               |        |        |               |                |
| Bunkers West                                    |                |                |                | 600,000   |                |        |                |               |        |               |               |        |        |               |                |
| CUSHMAN UTILITY CART                            | 32,000         |                |                |           |                |        |                |               |        |               |               | 34,000 |        |               |                |
| Deep Well Pump                                  |                |                |                |           |                | 20,000 |                |               |        |               |               |        |        |               |                |
| FLEX 21 GREEN MOWER(7)                          |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 133,000        |
| Foley 653 Accu-Master Reel Grinder              |                |                |                |           |                |        | 47,000         |               |        |               |               |        |        |               |                |
| Foley 672 Accu-Pro Bedknife Grinder             |                |                |                |           |                |        | 22,000         |               |        |               |               |        |        |               |                |
| Ford F350 4WD W/Plow                            |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 56,000         |
| Irrigations System - East                       |                |                | 1,500,000      |           |                |        |                |               |        |               |               |        |        |               |                |
| Irrigations System - South                      |                |                |                | 1,500,000 |                |        |                |               |        |               |               |        |        |               |                |
| Irrigations System - West                       |                |                |                |           | 1,500,000      |        |                |               |        |               |               |        |        |               |                |
| JOHN DEERE 4710 TRACTOR- DIESEL                 |                |                |                |           |                |        |                | 66,000        |        |               |               |        |        |               |                |
| JOHN DEERE 5105 TRACTOR- DIESEL                 |                |                |                |           |                |        |                |               |        | 66,000        |               |        |        |               |                |
| JOHN DEERE 5200 TRACTOR- DIESEL                 |                | 66,000         |                |           |                |        |                |               |        |               |               |        |        |               |                |
| JOHN DEERE 5210 TRACTOR- DIESEL                 |                |                |                | 130,000   |                |        |                |               |        |               |               |        |        |               |                |
| JOHN DEERE 825i Gator XUV                       |                |                | 30,000         |           |                |        |                |               |        |               |               |        | 27,000 |               |                |
| Mechanical Lift                                 |                |                |                |           |                | 20,000 |                |               |        |               |               |        |        |               |                |
| Otterbine Fountain                              |                |                |                |           |                |        |                |               |        | 25,000        |               |        |        |               |                |
| PROCORE 648 AERATOR                             |                |                |                |           |                |        |                |               | 30,000 |               |               |        |        |               | 30,000         |
| Pump (7.5hp)                                    |                |                |                | 20,000    |                |        |                |               |        |               |               |        |        |               |                |
| Pump (75hp)                                     |                |                |                | 60,000    |                |        |                |               |        |               |               |        |        |               |                |
| TORO GREENSMaster 1600                          |                |                |                |           |                |        |                |               |        |               |               |        |        |               | 40,000         |
| TORO GREENSPRO 1200                             |                |                | 20,000         |           |                |        |                |               |        |               |               |        |        |               |                |
| TORO GREENSPRO 1260 Roller #1                   |                |                |                |           |                |        |                |               |        | 20,000        |               |        |        |               |                |

*Long Range Capital Expense Outlook  
2025-2039  
Operating Budget*

| Project Descriptions                            | 2025           | 2026           | 2027             | 2028             | 2029             | 2030           | 2031           | 2032           | 2033           | 2034           | 2035           | 2036           | 2037           | 2038           | 2039           |
|---|----------------|----------------|------------------|------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| TORO GREENSPRO 1260 Roller #2                   |                |                |                  |                  |                  |                |                |                |                | 20,000         |                |                |                |                |                |
| TORO GROUNDMASTER4000-D TIER 4                  |                |                |                  |                  |                  |                |                | 80,000         |                |                |                |                |                | 130,000        |                |
| TORO MP 5700-D 300 GAL. SPR                     | 80,000         |                |                  |                  |                  |                |                |                |                |                |                |                |                |                |                |
| Toro Multi Pro 5800 G 300 Gal. Sprayer          |                |                |                  |                  |                  |                |                | 80,000         | 120,000        |                |                |                |                |                |                |
| TORO REELMASTER 3555-D Fairway Mower (1)        |                |                |                  |                  |                  |                | 75,000         |                |                |                |                |                |                |                |                |
| TORO REELMASTER 3555-D Fairway Mower (2)        |                |                |                  |                  |                  |                | 75,000         |                |                |                |                |                |                |                |                |
| TORO REELMASTER 3555-D Fairway Mower (3)        |                |                |                  |                  |                  |                |                |                |                | 75,000         |                |                |                |                |                |
| TORO REELMASTER 3555-D Fairway Mower (4)        |                |                |                  |                  |                  |                |                |                |                | 75,000         |                |                |                |                |                |
| Toro Sand Pro with tooth rake & light kit       |                |                |                  |                  |                  |                |                |                |                | 19,000         |                |                |                |                |                |
| TORO Sidewinder 3500 Bank Mower (1)             |                | 46,000         |                  |                  |                  |                |                |                |                |                |                |                |                |                |                |
| TORO Sidewinder 3500 Bank Mower (2)             |                |                | 46,000           |                  |                  |                |                |                |                |                |                |                |                |                |                |
| Toro Workman 1100                               |                |                | 42,000           |                  |                  |                |                |                |                |                |                |                |                |                |                |
| TORO WORKMAN 3200                               |                |                |                  |                  |                  |                |                |                |                |                |                | 34,000         |                |                |                |
| TORO WORKMAN GTX                                |                |                |                  |                  |                  |                |                |                |                |                |                | 14,000         |                |                |                |
| Toro Workman HDX                                |                |                |                  |                  |                  |                |                |                |                |                |                | 32,000         |                |                |                |
| TORO WORKMAN MDX #1                             |                |                |                  |                  |                  | 14,000         |                |                |                |                |                |                |                |                |                |
| TORO WORKMAN MDX #2                             |                |                |                  |                  |                  | 14,000         |                |                |                |                |                |                |                |                |                |
| TORO Z-MASTER ROUGH MOWER 287L                  |                |                |                  |                  |                  |                |                |                |                |                |                |                |                | 20,000         |                |
| TURFCO TOPDRESSER                               |                |                |                  | 28,000           |                  |                |                |                |                |                |                |                |                |                |                |
| TurfCo Torrent 2 Blowers                        |                |                |                  | 22,000           |                  |                | 22,000         |                |                |                |                |                |                |                |                |
| TY-CROP MH 400 SH Topdresser                    |                |                |                  |                  |                  |                |                |                |                |                |                |                |                | 45,000         |                |
| TYCROP PROPASS 180                              |                |                |                  |                  |                  |                |                |                |                |                |                |                |                | 39,000         |                |
| Vehicle Lift                                    | 20,000         |                |                  |                  |                  |                |                |                |                |                |                |                |                |                |                |
| VERTI- DRAIN AERATOR                            |                |                |                  |                  |                  |                |                | 40,000         | 40,000         |                |                |                |                |                |                |
| VERTI-Quake 2516                                |                |                |                  |                  |                  |                |                |                |                |                | 40,000         |                |                |                |                |
| Wiedenmann Super 500                            |                |                |                  |                  | 49,000           |                |                |                |                |                |                |                |                |                |                |
| Workman HDX Auto (X2)                           |                |                |                  |                  |                  |                |                |                |                |                |                |                |                | 64,000         |                |
| YAMAHA U-MAX UTILITY CART MED.                  |                |                | 14,000           |                  |                  |                |                |                |                |                |                |                |                | 28,000         |                |
| Toro Greensmaster 3320 Hybrid #1                |                |                |                  |                  |                  |                |                |                |                |                |                | 68,000         |                |                |                |
| Toro Greensmaster 3320 Hybrid #2                |                |                |                  |                  |                  |                |                |                |                |                |                | 68,000         |                |                |                |
| Toro Greensmaster 3320 Hybrid #3                |                |                |                  |                  |                  |                |                |                |                |                |                | 68,000         |                |                |                |
| <b>60-601-000 Nonspecified Area Total</b>       | <b>100,000</b> | <b>144,000</b> | <b>2,252,000</b> | <b>2,310,000</b> | <b>2,268,000</b> | <b>128,000</b> | <b>208,000</b> | <b>160,000</b> | <b>226,000</b> | <b>279,000</b> | <b>131,000</b> | <b>478,000</b> | <b>136,000</b> | <b>130,000</b> | <b>266,000</b> |
| <b>60-611-000 Nonspecified Area</b>             |                |                |                  |                  |                  |                |                |                |                |                |                |                |                |                |                |
| Cart Path Repairs                               |                | 75,000         | 75,000           | 75,000           | 75,000           | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        | 100,000        |
| 110 Yamaha Golf Cars                            |                |                |                  | 560,000          |                  |                |                |                |                |                |                |                |                | 750,000        |                |
| ADA GOLF CAR - GOLF EXPRESS                     |                |                |                  |                  |                  |                |                |                |                |                |                |                | 14,000         |                |                |
| AGC Roof  |                |                |                  |                  |                  |                |                |                |                |                |                | 916,000        |                |                |                |
| Carpet-Pro Shop                                 |                | 25,000         |                  |                  |                  |                |                |                |                | 40,000         |                |                |                |                |                |
| Cart Bridge # 6                                 |                |                |                  |                  |                  |                | 35,000         |                |                |                |                |                |                |                |                |
| Cart Bridge #13                                 |                |                |                  |                  |                  |                | 35,000         |                |                |                |                |                |                |                |                |
| Cart Bridge #4                                  |                |                |                  |                  |                  |                | 35,000         |                |                |                |                |                |                |                |                |
| Cart Path Repairs - Behind Maintenance Building | 75,000         |                |                  |                  |                  |                |                |                |                |                |                |                |                |                |                |
| Pedestrian Bridge #10/18                        |                |                |                  |                  |                  |                | 35,000         |                |                |                |                |                |                |                |                |
| Pump House Roof                                 |                |                |                  |                  |                  | 10,000         |                |                |                |                |                |                |                |                |                |
| Shelter   |                | 30,000         |                  |                  |                  |                |                |                |                |                |                |                |                |                |                |
| Yamaha G23A Utility (range picker)              |                |                |                  |                  |                  |                |                | 17,500         |                |                |                |                |                |                |                |
| Yamaha Golf Cars w/Box                          | 42,000         |                |                  | 30,000           |                  |                |                |                |                |                |                |                |                | 40,500         |                |

*Long Range Capital Expense Outlook  
2025-2039  
Operating Budget*

| Project Descriptions                                       | 2025    | 2026    | 2027    | 2028    | 2029    | 2030    | 2031    | 2032    | 2033    | 2034    | 2035    | 2036      | 2037    | 2038    | 2039    |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|---------|---------|---------|
| Yamaha U-Max 2 Utility with cage #109-22                   |         |         |         |         |         | 16,500  |         |         |         |         |         |           |         | 20,500  |         |
| 60-611-000 Nonspecified Area Total                         | 117,000 | 130,000 | 75,000  | 665,000 | 75,000  | 126,500 | 240,000 | 117,500 | 100,000 | 100,000 | 140,000 | 1,016,000 | 114,000 | 911,000 | 100,000 |
| <b>60-612-000 Nonspecified Area</b>                        |         |         |         |         |         |         |         |         |         |         |         |           |         |         |         |
| 3 Tank Pitco Fryer   |         |         |         |         |         |         |         |         | 40,000  |         |         |           |         |         |         |
| Autosham Oven  |         |         |         |         |         |         |         |         |         |         |         |           |         | 75,000  |         |
| Bar Dish Machine   |         |         | 10,000  |         |         |         |         |         |         |         |         |           |         |         |         |
| Bar Top  |         |         | 75,000  |         |         |         |         |         |         |         |         |           |         |         |         |
| BEVERAGE CART  |         | 20,000  | 20,000  |         |         |         |         |         | 22,500  | 23,000  | 24,000  |           |         |         |         |
| BEVERAGE CART  | 20,000  |         |         |         |         |         |         |         |         |         |         |           |         |         |         |
| Blodgett 4 Burner Stove w/ Standard Oven                   |         |         | 28,000  |         |         |         |         |         |         |         |         |           |         |         |         |
| Blodgett 6 Burner Stove 36" W/Standard oven and Salamander |         | 30,000  |         |         |         |         |         |         |         |         |         |           |         |         |         |
| Blodgett Convection Oven w/ French Glass Doors             |         |         |         | 30,000  |         |         |         |         |         |         |         |           |         |         |         |
| Built-in Fixtures  |         |         |         |         |         |         |         |         |         |         | 100,000 |           |         |         |         |
| China  |         |         |         |         |         |         |         | 100,000 |         |         |         |           |         |         |         |
| Counter  |         |         |         |         |         |         |         |         |         |         | 25,000  |           |         |         |         |
| Dance Floor  |         |         |         |         |         |         | 75,000  |         |         |         |         |           |         |         |         |
| Dish Machine American Dish Service                         |         |         |         |         |         |         | 100,000 |         |         |         |         |           |         |         |         |
| East KMJ 1 Green HCC (roof and ground)                     |         | 90,000  |         |         |         |         |         |         |         |         |         |           |         |         |         |
| Elevator   |         |         |         |         | 175,000 |         |         |         |         |         |         |           |         |         |         |
| Entire Custom Island (line3 B92-8103)                      | 60,000  |         |         |         |         |         |         |         |         |         |         |           |         |         |         |
| Exterior Doors   |         |         |         | 120,000 |         |         |         |         |         |         |         |           |         |         |         |
| Folding Walls  |         |         |         |         | 145,000 |         |         |         |         |         |         |           |         |         |         |
| FWE Hot Holding Box (x2)                                   |         |         |         |         | 25,000  |         |         |         |         |         |         |           |         |         |         |
| FWE Hot Holding Box (x3)                                   |         |         |         |         | 25,000  |         |         |         |         |         |         |           |         |         |         |
| Groen Tilt Skillet 30 Gal                                  |         |         |         |         | 30,000  |         |         |         |         |         |         | 35,000    |         |         |         |
| Hobart Dish Machine  |         |         |         |         |         |         | 100,000 |         |         |         |         |           |         |         |         |
| Ice Machine Manitowoc (2)                                  |         |         |         | 50,000  |         |         |         |         |         |         |         |           |         |         |         |
| Lights (Poles and Fixtures)                                |         |         |         |         |         |         |         |         |         |         | 250,000 |           |         |         |         |
| Manitowoc 1800 lb Ice Machine                              |         |         |         |         |         | 25,000  |         |         |         |         |         |           |         |         |         |
| Manitowoc 900 lb Ice Machine                               |         |         |         |         |         | 25,000  |         |         |         |         |         |           |         |         |         |
| Montague 6 Burner Stove 36" w/ Convection oven             | 30,000  |         |         |         |         |         |         |         |         |         |         |           |         | 40,000  |         |
| Moveable Fixtures  |         |         |         |         |         |         |         |         |         |         | 50,000  |           |         |         |         |
| Paint/Stain Siding (North)                                 |         |         |         |         |         | 60,000  |         |         |         |         |         |           |         |         |         |
| Paint/Stain Siding (South/East)                            |         |         |         |         |         | 60,000  |         |         |         |         |         |           |         |         |         |
| Patio Tables, Chairs, Umbrellas                            |         | 50,000  |         |         |         |         |         |         |         |         |         |           |         |         |         |
| POS System (upgrade every 5 years)                         |         | 100,000 |         |         |         |         |         |         | 100,000 |         |         |           |         | 100,000 |         |
| Randell Under Counter Frdge/Fish 4 Drwr w/Tabls            |         |         |         |         | 16,000  |         |         |         |         |         |         |           |         |         |         |
| Range Dividers   |         |         |         |         |         |         |         |         |         |         | 40,000  |           |         |         |         |
| Refrigeration System                                       |         |         |         |         |         |         |         | 60,000  |         |         |         |           |         |         |         |
| Service Elevator   |         |         |         |         | 175,000 |         |         |         |         |         |         |           |         |         |         |
| Siding   |         |         |         |         |         |         |         |         |         |         |         |           | 750,000 |         |         |
| Tables (Highboys, Restaurant, Booths) (36)                 |         | 25,000  |         |         |         | 50,000  |         |         |         |         |         |           |         |         |         |
| Trolley  |         |         |         |         |         |         |         |         | 100,000 |         |         |           |         |         |         |
| Upgraded AV Equipment                                      | 75,000  |         |         |         |         |         |         |         |         |         |         |           |         |         |         |
| Wood Floor (Champions)                                     |         |         |         |         |         |         | 50,000  |         |         |         |         |           |         |         |         |
| Wood Floor (Restaurant)                                    |         |         |         |         |         |         | 75,000  |         |         |         |         |           |         |         |         |
| 60-612-000 Nonspecified Area Total                         | 185,000 | 315,000 | 133,000 | 200,000 | 591,000 | 220,000 | 400,000 | 60,000  | 362,500 | 23,000  | 489,000 | 35,000    | 750,000 | 215,000 |         |



*Long Range Capital Expense Outlook  
2025-2039  
Operating Budget*

| Project Descriptions | 2025             | 2026             | 2027             | 2028             | 2029             | 2030           | 2031             | 2032           | 2033           | 2034           | 2035           | 2036             | 2037             | 2038             | 2039           |
|----------------------|------------------|------------------|------------------|------------------|------------------|----------------|------------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|----------------|
| <b>Grand Total</b>   | <b>1,681,000</b> | <b>1,271,000</b> | <b>3,156,600</b> | <b>3,566,615</b> | <b>3,567,900</b> | <b>650,000</b> | <b>1,090,800</b> | <b>607,300</b> | <b>898,500</b> | <b>710,800</b> | <b>970,250</b> | <b>1,674,000</b> | <b>1,024,000</b> | <b>1,294,700</b> | <b>535,538</b> |

|   |                         |
|---|-------------------------|
| <b>2025-2039 Total Projected Capital Spend</b>                | <b>\$ 22,699,003.00</b> |
| <b>2025-2039 Projected Capital Spend (General Fund 10)</b>    | <b>\$ 3,934,815.00</b>  |
| <b>2025-2039 Projected Capital Spend (Recreation Fund 20)</b> | <b>\$ 84,400.00</b>     |
| <b>2025-2039 Projected Capital Spend (Golf Fund 60)</b>       | <b>\$ 18,679,788.00</b> |



TO: Board of Commissioners  
FROM: Vicki Beyer, Director of Recreation  
THROUGH: Michael Benard, Executive Director  
RE: Request for Proposal – Strategic Plan  
DATE: September 4, 2024

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### **SUMMARY:**

Staff seeks the Board of Commissioners approval to submit a Request for Proposal (RFP) for selecting a consultant to assist in the development of our new Strategic Plan.

As stated in the Board of Commissioners General Practices and Policy Manual, the Director shall lead the district's Comprehensive and Strategic Planning process and submit for board approval on a recurring three to five year basis. This Strategic Plan will be crucial for guiding the Wheaton Park District's direction and priorities into the future.

### **BACKGROUND:**

Our latest Strategic Plan concluded at the end of 2019. To ensure we are positioned for continued success and alignment with our mission, vision, and values, it is essential to engage a skilled consultant who can provide expertise in strategic planning, facilitate stakeholder engagement, and deliver a comprehensive and actionable plan.

### **DISCUSSION OF THE ISSUE:**

#### **Request for Proposal (RFP) Objectives:**

The primary objectives of the RFP are to:

1. **Identify and Retain Expertise:** Find a consultant with proven experience in strategic planning for organizations similar to ours.
2. **Facilitate a Comprehensive Planning Process:** Engage stakeholders effectively and incorporate their input into the strategic plan.
3. **Deliver a Strategic Plan:** Provide a clear, actionable plan with measurable goals and a roadmap for implementation.

#### **RFP Requirements:**

Proposals should include:

- **Consultant's Experience and Qualifications:** Demonstrate expertise in strategic planning and relevant past projects.
- **Approach and Methodology:** Outline the proposed process for developing the Strategic Plan, including stakeholder engagement strategies and timelines.
- **Deliverables:** Detail the specific deliverables, including drafts, final reports, and any other materials.
- **Cost Proposal:** Provide a detailed budget, including all fees and expenses.
- **References:** Include at least three references from similar projects completed within the last three years.

**Timeline:**

- RFP publicly available: September 23, 2024
- RFP responses due: October 25, 2024
- RFP responses and interview finalists: October 25- November 15, 2024
- Notify selected firm: November 25, 2024
- Target start date for plan development: January 6, 2025
- Target substantial completion date: July 31, 2025

**BUDGET CONSIDERATIONS:**

Our recent strategic plan consultation project for Cosley zoo was a \$50,000 engagement and did not include a comprehensive community wide attitude and interest survey. We would expect the survey component to cost \$20,000 to \$30,000 if we were to contract for it separately. A conservative estimate for the project we are seeking a proposal for is \$75,000.

**RECOMMENDATION:**

Recommend the Board of Commissioners approves staff moving forward with Strategic Plan consultant search Request for Proposal (RFP) objectives, requirements, and timeline.

## **Request for Proposal- Wheaton Park District Strategic Plan**

**Draft 1- June 21, 2024/Revised August 20, 2024**

**Introduction:** The Wheaton Park District is requesting proposals from qualified firms with specific experience in parks and recreation planning to provide professional consulting services in the development of a comprehensive Strategic Plan that will lead the Wheaton Park District for the next three to five years.

**Background:** The Wheaton Park District was established as a separate municipal body by the citizens of Wheaton in 1921. Land for its first park, Memorial Park, was purchased in 1921, with Southside (now Central) Park acquired in 1922, and Northside Park soon after. Through both acquisition and donation, the district increased its park acres to 94 by 1970. Today, citizens enjoy 54 park sites totaling more than 815 acres. The district offers more than 2,500 early childhood, teen, adult, and senior programs and hosts more than 85,000 people at annual special events.

The Wheaton Park District has been fortunate to experience rapid growth in both physical (land and facilities) and fiscal wealth (assessed valuation). Now that future growth is limited by the lack of land available for development, it should be much easier to predict our financial future, barring any major legislative changes in the park district code.

The Wheaton Park District has one of the finest park systems in the state and has been recognized four times during the past 40 years by the National Park & Recreation Association with the National Gold Medal for Excellence in Park and Recreation Management (2005, 1996, 1990 and 1984), the Illinois Park and Recreation Association's Distinguished Agency Award (1999 & 2018), the National Recreation and Park Association Excellence in Aquatics Award (1992) and Illinois Park and Recreation Association Outstanding Facility Award (1993) for Rice Pool and Water Park, and the Daniel Flaherty Award (1993 and 1990) and the U.S. Department of Interior Innovation Award (1993) for the Lincoln Marsh Wetlands Project. In 2000, Cosley Zoo became accredited by the American Association of Zoos & Aquariums and has maintained accreditation since then. In 2021, the district celebrated its 100<sup>th</sup> anniversary. The district was recognized with awards by IPRA (2023) for three marketing submissions in the Agency Showcase competition for Program Guide, Cosley Zoo logo and Central Athletic Signage. West Suburban Living Best of the West reader choice awards (2024) designated Arrowhead as #3 public golf course, Sensory Garden Playground as #3 best playground and Cream of Wheaton #2 for best festival. The district has also earned statewide Agency Accreditation, the SCARCE Earth and Water Quality Flag, Audubon Cooperative Sanctuary Certification at Arrowhead Golf Club and the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

**Wheaton Park District Mission Statement:** *To enrich the quality of community life through a diversity of healthy leisure pursuits and heightened appreciation for our natural world.*

**Wheaton Park District Vision Statement:** *We, the Wheaton Park District team, commit to service excellence, financial stability, and an enriched quality of life for our stakeholders. We accomplish this through continuous improvement of people and systems while living our values.*

**Wheaton Park District Core Values:** *Integrity, service, kindness, commitment, fun, and adaptability & growth*

**Scope of Work:** The Strategic Plan should provide a clear vision, goals, strategy and work plan for the Wheaton Park District. The consultant/firm will be expected to perform the following tasks and deliverables:

**1. Initial Assessment:**

- Collect input from key stakeholders (staff, board members, partners, community etc.) to understand current challenges, opportunities, and stakeholder expectations.
- Review existing documentation, including previous strategic plans, reports, and relevant data.

**2. Public & Stakeholder Engagement:**

- Facilitate project kick off meeting with leadership team.
- Conduct community and stakeholder engagement and information gathering meetings (quantity to be negotiated)
- Community Attitude and Interest Survey

**3. Strategic Plan Development:**

- Update mission statement, vision statement, and core values for the Wheaton Park District.
- Facilitate goal, objectives and initiative setting workshops
- Identify key strategies and action plans to achieve these goals, including timelines, responsible parties, and performance metrics.
- Ensure alignment with best practices in park district management, sustainability, community engagement, and resource management.

**4. Deliverables:**

- A draft strategic plan document for review and feedback.
- A final strategic plan document, including a concise executive summary suitable for public distribution and a detailed internal roadmap.
- Action plan presentation to the Wheaton Park District Board of Commissioners

**Proposal Requirements:**

- **Company Overview:** Provide an overview of your firm, including relevant experience in strategic planning for park districts or similar entities.
- **Methodology:** The firm's approach to strategic planning for the Wheaton Park District.
  - What would the process look like?
  - Outline expectations of the park district leadership team
  - What will the plan not include (outside the scope of the proposal)?
  - Provide timeline and cost for the planning process

- **Team Qualifications:** Bios of key team members who will be involved in the project, highlighting their relevant experience.
- **References:** Include at least three references from similar projects completed within the last three years.

**Timeline:** The anticipated timeline of the process for the firm selection is:

| <b>DATE</b>                          | <b>ACTION</b>                          |
|--------------------------------------|--|
| <b>September 23, 2004</b>            | RFP publicly available                 |
| <b>October 25, 2024</b>              | RFP response due                       |
| <b>October 25- November 15, 2024</b> | RFP responses and interview finalists  |
| <b>November 25, 2025</b>             | Notify selected firm                   |
| <b>January 6, 2025</b>               | Target start date for plan development |
| <b>July 31, 2025</b>                 | Target substantial completion date     |

**Proposal Submission:** Please submit electronic proposal with cover letter to Vicki Beyer at vbeyer@wheatonparks.org no later than October 25, 2024. Late proposals will not be considered.

**Contact Information:** For questions or clarifications regarding this RFP, please contact Vicki Beyer at vbeyer@wheatonparks.org

TO: Board of Commissioners  
FROM: Matthew Jay, Human Resource Manager  
THROUGH: Michael Benard, Executive Director  
RE: Compensation Study Update  
DATE: September 4, 2024

---



**SUMMARY:**

In April of 2023 the Park Board approved a compensation study completed by Pontifex Consulting Group LLC. The compensation study created classifications and a compensation plan for all Full-time and many Part-time staff within the district. Since the inception of the study, the District has found the need for an additional grade (A) for certain part-time positions and a section for specialized service positions. With the original data from the compensation study being from July of 2022 and a recommended system maintenance of twenty-four (24) months the District is looking to implement a 3% percent adjustment due to an increase in CPI-U of 3.3% and ECI of 4.4%.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The Board approved the compensation study by Pontifex Consulting Group LLC in April of 2023.

**STAKEHOLDER PROCESS:**

Once the Park Board approves the updated compensation plan and updated classification the Human Resources Department will update necessary job descriptions.

**ATTACHMENTS:**

Recommendation letter from Pontifex Consulting Group LLC and updated classification and compensation plan.

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners accept the recommended 3% increase to the compensation plan and updated classifications.



August 26, 2024

Matthew Jay  
Human Resources Manager  
Wheaton Park District  
855 West Prairie Avenue  
Wheaton, IL 60187

Dear Matthew:

Per your request, I have researched the labor market trend information for 2023 in regard to the Consumer Price Index Urban Consumers (CPI-U) and the Employment Cost Index (ECI) for the Chicago metropolitan area:

CPI-U = 3.3%

ECI = 4.4%

The CPI-U is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

The ECI measures the change in the hourly labor cost to employers over time. The ECI uses a fixed “basket” of labor to produce a pure cost change, free from the effects of workers moving between occupations and industries and includes both the cost of wages and salaries.

Wheaton Park District’s existing pay ranges were developed by us in your study that was conducted in July of 2022. Based upon projected labor market trends, we would recommend a 3% increase to the salary ranges (minimum, midpoint and maximum rates). Wheaton Park District should also examine market movement at a minimum of every two (2) years to assess any necessary modifications to the salary structure to ensure continued attraction and retention of talent.

Should you need any additional information or have questions, please call me at 612.803.3516 or email at [pronza@pontifex-hr.com](mailto:pronza@pontifex-hr.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Ronza".

Peter Ronza, CCP, SPHR  
President



Wheaton Park District Employee Classifications and Salary Ranges - Proposed September 2024

| Pay Grade/Job Title  | Minimum Salary Rate   | Salary Range Midpoint Salary Rate   | Maximum Salary Rate   |
|--|---|---|---|
| <p style="text-align: center;"><b><u>A</u></b><br/>Entry-level, Part-time staff, various positions</p>   | <p style="text-align: center;">\$31,200<br/>\$15.00</p>   | <p style="text-align: center;">\$39,000<br/>\$18.75</p>   | <p style="text-align: center;">\$46,800<br/>\$22.50</p>   |
| <p style="text-align: center;"><b><u>A1</u></b></p> <p style="text-align: center;"><b><u>A2</u></b></p> <p>AP/AR Assistant<br/>Administrative Assistant-HR<br/>Administrative Assistant/Receptionist<br/>Athletic Field Specialist<br/>Building Custodian<br/>Cook<br/>Cosley Zoo Buildings &amp; Grounds Assistant<br/>Events Operations Manager<br/>Finance Assistant<br/>Graphic Design Assistant<br/>Marketing &amp; Communication Assistant<br/>Marketing &amp; Development Assistant<br/>Parks and Facilities Operations<br/>Preschool Instructor<br/>Project Specialist<br/>Web Developer Assistant</p> | <p style="text-align: center;">\$33,733<br/>\$16.24</p> <p style="text-align: center;">\$38,265<br/>\$18.40</p> | <p style="text-align: center;">\$42,216<br/>\$20.30</p> <p style="text-align: center;">\$47,831<br/>\$23.00</p> | <p style="text-align: center;">\$50,659<br/>\$24.36</p> <p style="text-align: center;">\$57,397<br/>\$27.59</p> |

| Pay Grade/Job Title   | Minimum Salary Rate                                     | Salary Range Midpoint Salary Rate                       | Maximum Salary Rate                                     |
|---|---|---|---|
| <p style="text-align: center;"><b>A3</b></p> Assistant Golf Course Superintendent II<br>Assistant Planner<br>Arrowhead Assistant Building Engineer<br>Catering Assistant<br>Certified Pool Technician<br>Community Center Maintenance Supervisor<br>Data Administration Coordinator<br>Kitchen Supervisor<br>Payroll Specialist<br>Project Carpenter<br>Project Coordinator<br>Senior Events/Banner Sign Specialist<br>Senior Parks & Facilities Operations<br>Trim Crew Leader<br>Zookeeper (PT) | <p style="text-align: center;">\$42,091<br/>\$20.24</p> | <p style="text-align: center;">\$52,614<br/>\$25.30</p> | <p style="text-align: center;">\$63,137<br/>\$30.35</p> |

| Pay Grade/Job Title  | Minimum Salary Rate                              | Salary Range Midpoint Salary Rate                | Maximum Salary Rate                              |
|--|--|--|--|
| <p><b>A4</b><br/>                     Assistant to Director Parks &amp; Planning<br/>                     Assistant to Special Facilities Director<br/>                     Athletic Supervisor<br/>                     Catering Sales Manager<br/>                     Environmental Education Supervisor<br/>                     Golf Course Mechanic II<br/>                     Mechanic II<br/>                     Museum Curator<br/>                     Project Foreman<br/>                     Recreation Supervisor<br/>                     Restaurant Manager<br/>                     Senior Pool Technician<br/>                     Special Events Coordinator<br/>                     Wedding Sales Coordinator<br/>                     Zookeeper (FT)</p> | <p>\$46,300<br/>                     \$22.26</p> | <p>\$57,875<br/>                     \$27.82</p> | <p>\$69,450<br/>                     \$33.39</p> |

| Pay Grade/Job Title  | Salary Range        |                      |                     |
|--|---------------------|----------------------|---------------------|
|  | Minimum Salary Rate | Midpoint Salary Rate | Maximum Salary Rate |
| <p style="text-align: center;"><b>A5</b></p> Accounts Payable Supervisor<br>Assistant Golf Professional<br>Athletic Manager<br>Community Center Manager<br>Cosley Zoo Buildings & Grounds Supervisor<br>Cosley Zoo Education Supervisor<br>Human Resources Associate<br>Lead Zookeeper Animal Welfare Coordinator<br>Marketing & Social Media Manager<br>Recreation Manager<br>Registration Manager<br>Registration Manager/Software Specialist<br>Sous Chef<br>Staff Accountant | \$50,930<br>\$24.49 | \$63,663<br>\$30.61  | \$76,395<br>\$36.73 |
| <p style="text-align: center;"><b>A6</b></p> Animal Curator<br>Arrowhead Golf Course Mechanic<br>Building Maintenance Technician<br>Electrician<br>Cosley Zoo Education & Guest Services Manager<br>Fleet Services Manager<br>Project Planner  | \$56,023<br>\$26.93 | \$70,029<br>\$33.67  | \$84,035<br>\$40.40 |

| Pay Grade/Job Title   | Minimum Salary Rate  | Salary Range Midpoint Salary Rate | Maximum Salary Rate  |
|---|----------------------|-----------------------------------|----------------------|
| <p style="text-align: center;"><b>M1</b></p> Director Special Facilities  | \$127,787<br>\$61.44 | \$159,733<br>\$76.79              | \$191,680<br>\$92.15 |
| <p style="text-align: center;"><b>M2</b></p> Director Athletic Programs & Facilities<br>Director of Arrowhead Operations<br>Director Finance<br>Director Marketing, Special Events & Development<br>Director Parks, Planning & Capital Projects<br>Director Recreation, Programs & Facilities | \$106,489<br>\$51.20 | \$133,111<br>\$64.00              | \$159,733<br>\$76.79 |
| <p style="text-align: center;"><b>M3</b></p> Assistant Director Arrowhead Operations<br>Assistant Finance Director<br>Cosley Zoo Director<br>Development Director<br>Director Food & Beverage<br>Executive Assistant<br>Human Resources Manager   | \$88,741<br>\$42.66  | \$110,926<br>\$53.33              | \$133,111<br>\$64.00 |

| Pay Grade/Job Title  | Salary Range        |                      |                      |
|--|---------------------|----------------------|----------------------|
|  | Minimum Salary Rate | Midpoint Salary Rate | Maximum Salary Rate  |
| <p style="text-align: center;"><b>M4</b></p> Arrowhead Building Engineer<br>Creative Services Manager/Superintendent<br>Director of Golf Operations<br>Executive Chef<br>Finance Manager<br>Golf Course Superintendent<br>Superintendent Athletic Programs & Facilities<br>Superintendent Facilities, Grounds & Sportsfields<br>Superintendent Facility Operations<br>Superintendent Planning<br>Superintendent Projects & Events<br>Superintendent Recreation Programs & Facilities                             | \$73,951<br>\$35.55 | \$92,438<br>\$44.44  | \$110,926<br>\$53.33 |
| <p style="text-align: center;"><b>M5</b></p> Annual Giving & Events Manager<br>Aquatics & Safety Manager<br>Assistant Golf Course Superintendent<br>Community Center Building Engineer<br>Community Center Manager<br>Conservation Manager<br>Fitness Center Manager<br>Graphic Arts Manager<br>Head Golf Professional<br>Lead Restaurant Manager<br>Lincoln Marsh Program Manager<br>Mary Lubko Center Manager<br>Museum Manager<br>Preschool Camp Manager<br>Senior Catering Manager<br>Special Events Manager | \$61,625<br>\$29.63 | \$77,032<br>\$37.03  | \$92,438<br>\$44.44  |

Specialized Services

Instructors  
Stipend  
Tipped  
Other positions

# Job Evaluation Guide

## Business Support & Operations Career Band (A)

### **A - Entry Level**

- Entry level position with minimal prior relevant training or work experience
- Acquires basic skills to perform routine tasks
- Work is prescribed and completed with little autonomy
- Works with either close supervision or under clearly defined procedures
- Minimum Wage represents minimum base pay

### **A1 - Entry Level**

- Entry level position with some prior relevant training or work experience
- Acquires basic skills to perform routine tasks
- Work is prescribed and completed with little autonomy
- Works with either close supervision or under clearly defined procedures

### **A2 - Intermediate Level**

- Has working knowledge and skills developed through formal training or work experience
- Works within established procedures with a moderate degree of supervision
- Identifies the problem and all relevant issues in straightforward situations
- Identifies, assesses each using standard procedures and makes sound decisions
- Has prior relevant training or related work experience
- Performs routine tasks following specific instructions or under close supervision
- Work is clearly defined and completed according to instruction



**A3 – Senior Level**

- Has full proficiency gained through job-related training and considerable work experience
- Completes work with a limited degree of supervision
- Likely to act as an informal resource for colleagues with less experience
- Identifies key issues and patterns from partial/conflicting data
- Takes a broad perspective to problems and spots new, less obvious solutions
- Has limited discretion to vary from established procedures

**A4 – Technical/Trade/Coordinator Level**

- Has specialized expertise, typically developed through a combination of job-related technical coursework and work experience
- Works independently within established trade techniques and practices
- Recommends the development of new and innovative solutions to technical systems operations and support issues
- Spends a majority of working time performing skilled-level work
- Supports the delivery of new solutions complex problems where precedent may not exist
- Supervises/coordinates activities of non-exempt/part-time staff

**A5 – Professional Level**

- Has experienced level knowledge and experience in a professional discipline
- Typically requires Bachelor's degree or equivalent work experience
- Solves complex problems; takes a broad perspective to identify solutions and new/improved processes
- Receives a moderate level of guidance and direction

**A6 – Professional Lead/Advanced Level**

- Is recognized as an expert in own area within the organization
- Has specialized depth and/or breadth of expertise in own discipline or function
- Interprets internal or external issues and recommends solutions/best practices

- May lead functional teams or projects
- Works independently, with guidance in only the most complex situations
- Progression to this level is typically restricted on the basis of business requirement

### **Supervisory/Management/Executive Career Band (M)**

#### **M1 - Senior Director Level**

- Responsible for the operations and staff of multiple functions/departments
- Provides leadership and direction through Directors and/or Managers
- Has accountability for multiple functions/operations
- Develops, implements and manages strategies and programs that impact multiple operations
- Subject Matter Expert (SME) for assigned functions

#### **M2 – Department Director Level**

- Provides leadership and direction through Managers and Supervisors
- Has accountability for the performance and results of a defined Department/Organizational function
- Serves as Subject Matter Expert (SME) for area(s) of responsibility
- Reports directly to Executive Director
- Adapts and executes functional/departmental business plans and contributes to the development of functional or departmental strategies
- Decisions are guided by functional or major operational segment strategies and priorities

#### **M3 – Senior Manager/Director Level**

- Provides leadership and direction through Manager and Supervisors
- Has accountability for the performance and results of a defined Department/Organizational function
- Serves as Subject Matter Expert (SME) for area(s) of responsibility
- Reports directly to Executive Director or Department Director
- Adapts and executes functional/departmental business plans and contributes to the development of functional or departmental strategies
- Decisions are guided by functional or major operational segment strategies and priorities

#### **M4 – Manager Level**

- Manages employees and/or supervisors in a defined division/section of a department
- Has accountability for the performance and results of a team within own discipline or function
- Adapts departmental plans and priorities to address resource and operational challenges
- Decisions/problem-solving are guided by policies, procedures and business plan; receives guidance from senior manager
- Provides technical guidance to employees, colleagues and/or customers
- Reports to a Department Director

#### **M5 – Supervisor Level**

- Coordinates and supervises the daily activities of a shift or unit
- Sets priorities for the team to ensure task completion; coordinates work activities with other supervisors
- Decisions/problem-solving are guided by policies, procedures and business plan
- Receives guidance and oversight from Superintendent/Department Director
- Typically does not spend more than 40% of time performing the work supervised

#### **Specialized Services**

- This category recognizes that certain positions within the District do not fit the traditional job grades.
- Jobs in this category are populated by part time Instructors/stipend/tipped/other positions.

TO: Board of Commissioners  
FROM: Matthew Jay, Human Resource Manager  
THROUGH: Michael Benard, Executive Director  
RE: Comprehensive Revision and Update of the  
Wheaton Park District Personnel Policies  
DATE: September 4, 2024

---



### **SUMMARY:**

As a best practice, and to keep up with frequently changing laws, a comprehensive legal update and review of our Personnel Policy Manual should be conducted every three years by an attorney. Our 2024 review was conducted by Senior Employment Counsel at HR Source and Legal Counsel. HR Source, formerly Management Association, is a contractual firm that provides the District with valuable resources that assist us in navigating the complex challenges and legal compliance issues related to the human resource management end of our business.

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

- The table of contents and page numbers will change once all red lined changes are accepted.
- Section 2.1 - Page 9 – Equal Employment Opportunity Policy – added language regarding protective hair styles, birth, and work authorization. Added by HR Source and Legal Counsel.
- Section 2.2 – Page 9 – Reasonable Accommodations – Website added for more information and language regarding accommodation. Added by HR Source and Legal Counsel.
- Section 2.3 – Page 10 – Diversity, Equity, and Inclusion – Added the word sex. Added by Legal Counsel.
- Section 2.4 – Page 10 – Employment Practices/Nepotism/Preferential Treatment – Added domestic partner/stepchild to family member. Added by Legal Counsel.
- Section 5.3.2 – Pages 18 - 20 – Vacation – changed accrue to receive up and removed the word earned. Added by HR Source.
- Section 5.3.4 – Page 21 – Personal Days – added sentence regarding personal day usage. Added by HR Source.
- Section 5.3.5 – Page 22 – Sick Leave – added language about doctor’s note. Added by HR Source.
- Section 5.3.7 – Pages 23 and 24 – Funeral Leave – revised language about unpaid time. Added by HR Source and Legal Counsel.
- Section 5.3.8 – Pages 24 and 25 - Child Extended Bereavement Leave – added extended to title and added legal updated eligibility. Added by HR Source

- Section 7.1 - Page 26 - Paid Medical Leave – Change disability to medical. Added by HR Source.
- Section 7.2 – Pages 27 and 28 - Family and Medical Leave of Absence – Added work location verbiage and military service language. Added by HR Source and Legal Counsel.
- Section 7.3 – Page 31 – General Leave of Absence – changed language regarding exhaustion of time and being applicable with law. Added by HR Source.
- Section 7.6 – Pages 31, 32, 33, 34, 35– Victims’ Economic Security and Safety Act Policy – added “or any other crime of”, eligible time off, “crime of violence”, addition to certification section, addition to effects on benefits, and addition to reasonable accommodation. Added by HR Source.
- Section 8.1 – Page 35 – Complaint Procedure – Removed Executive Director discretion. Removed by HR Source.
- Section 10.1 – Page 36 and 37 – Employee Conduct – Added language detailing with race and childbirth/pregnancy. Added by HR Source and Legal Counsel.
- Section 10.5 – Pages 42, 43, 44, 45 – Substance Abuse Policy– Completely overhauled by HR Source.
- Section 10.6 – Page 46 – Smoking – Added E-Cigarette language. Added by HR Source.
- Section 11.2 – Page 53 – Use of Mobile Technologies - Added employees cannot use mobile technology conferencing while using a vehicle. Added by HR Source
- Section 11.3 – Pages 54 and 55 – Social Media Use Policy – removed last sentence under guideline section and language about being respectful. Added by HR Source.
- Section 13.1 – Page 60 – Overtime/Timekeeping. Added language about only hours actually worked count towards overtime. Added by HR Source
- Section 13.2 – Page 60 – Holiday Pay – Remove last sentence in policy to incentivize employees to work a holiday. The last sentence currently disincentivizes employees from working by limiting access to overtime. Changed by Executive Director.
- Section 13.3 – Page 61 – Personnel Records – Added sentence to reflect that the employees may request items in their file via email. Added by HR Source.
- Page 66 – Employee Acknowledgement Form – Added language regarding the manual not being a contract. Added by Legal Counsel

**PREVIOUS COMMITTEE/BOARD ACTION:**

The Board approved the Personnel Policy Manual update in February of 2022.

**LEGAL REVIEW**

HR Source (March 2024) and Legal Counsel (August 2024) reviewed Personnel Policy Manual.

**ATTACHMENTS:**

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

**STAKEHOLDER PROCESS:**

Once the Park Board approves the personnel policy manual the manual will be distributed to department heads and employees.

**RECOMMENDATION:**

Staff recommends the approval of the Wheaton Park District Personnel Manual dated September 2024.



# **Wheaton Park District**

# **Personnel Policy Manual**

**May 2022**

**Previously updated:**

**February 2022**

**December 2019**

**January 2018**

**December, August and February 2017**

**September and July 2016**



# PERSONNEL POLICY MANUAL

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# INTRODUCTION

## **1.1 Preamble**

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

## **1.2 Purpose**

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

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

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

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

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

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

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

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

### **1.3 At-Will Status**

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

# EMPLOYMENT

## **2.1 Equal Employment Opportunity Policy**

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

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

## **2.2 Reasonable Accommodations**

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

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

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

Contact your supervisor or Human Resources for further clarification regarding the Park District's policy on reasonable accommodation or to request a reasonable accommodation in the workplace. See

<https://dhr.illinois.gov/content/dam/soi/en/web/dhr/publications/documents/pregnancy-posting-idhr-eng-2023.pdf> for more information about pregnancy accommodations.

## 2.3 Diversity, Equity, and Inclusion

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

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

- Lead with respect and tolerance. We expect all employees to embrace this philosophy and to express it in workplace interactions and through everyday practices.
- Acknowledge and dismantle any inequities within our policies, systems, programs, and services.
- Promote respectfulness, cultural awareness, and inclusivity by:
  - Fostering a collaborative work environment in which all employees participate and contribute, and individual differences and contributions are recognized and valued.
  - Empowering and providing a safe space for all employees to express themselves, exchange ideas, and feel heard; and
  - Encouraging employees to be open and receptive to others' experiences and perspectives.
- Regularly review all our employment policies, practices, and procedures so that fairness is maintained at all times.

## 2.4 Employment Practices/Nepotism/Preferential Treatment

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

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

Members of an employee's family, or those in a close personal relationship with the employee, will not be considered for employment without prior approval from the Executive Director. Such approval is preceded

by a determination that neither a conflict of interest, nor a situation exists whereby any family member or significant other has a supervisory/subordinate working relationship, or any other interference with the District's operations is likely to occur.

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

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

## **2.5 Secondary Employment or Service**

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

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

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

## **2.6 New Hire Reporting**

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

## **2.7 Immigration Law Compliance**

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



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

## **2.8 Expiration of Work Authorization**

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

## COMPENSATION

### **3.1 Employee Classifications**

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

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

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

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

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

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

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

### **3.2 Performance Evaluations**

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

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

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

### **3.3 Salary Basis and Review**

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

## **PROFESSIONAL GROWTH**

### **4.1 Continuing Education/Tuition Reimbursement**

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

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

#### **Reimbursement**

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

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

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

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

### **4.2 Conferences, Seminars, and Workshops**

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

### **4.3 Professional and Community Service Organization**

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

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

## **EMPLOYEE BENEFIT PROGRAMS**

### **5.1 Benefits in General**

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

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

### **5.2 Statutory Benefits**

#### **5.2.1 Illinois Municipal Retirement Fund**

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

#### **5.2.2 Workers' Compensation**

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

#### **5.2.3 School Visitation**

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

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

Before arranging attendance at the school conference or activity, the employee must provide the Park District with a written request for leave at least seven (7) days in advance of the requested time off.

However, in an emergency, the employee may give twenty-four (24) hours' notice. In addition, the employee must consult with their immediate supervisor to schedule the leave so as not to unduly disrupt District operations.

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

### **5.3 District Sponsored Benefits**

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

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

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

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

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

#### **5.3.2 Vacation**

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

Vacation time is accrued and granted as follows:

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

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

**Following the completion of the:**

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

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

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

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

**b.) Scheduling Vacation**

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

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

**c.) Accumulation of Vacation**



It is recommended that all vacation days be taken during the calendar year in which they are **received**, **accrued**. However, unused vacation may be accumulated to a maximum of fifteen (15) days, in addition to the number of vacation days the employee is entitled to receive for the current year. Any unused vacation days in excess of this amount will be forfeited if not used by the end of the year in which they accrue (see example below). Vacation days are considered unused one year from the date on which they are granted. For example, an employee has fifteen (15) days of accumulated unused vacation and then receives sixteen (16) days of new vacation on the employee's 5th anniversary on June 1, 2018. If the employee only uses twelve (12) days of vacation between June 1, 2018 and May 31, 2019, the employee will forfeit four (4) unused vacation days on June 1, 2019. Any exceptions to this policy must be approved by the Executive Director.

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

**d.) Vacation Pay & Payout**

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

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

**5.3.3 Holidays**

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

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

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

***Criteria for Holiday Pay***

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

- Regular full-time and exempt employees will be paid their regular rate and hours of pay, for up to 8 hours, for days which they are regularly scheduled to work.
- The time will be paid at the employee's base rate at the time the leave is taken. Paid time off for holidays does not include any special forms of compensation such as incentives, commissions, or bonuses.

- If a recognized holiday falls during an eligible employee's paid absence (such as vacation or personal time off), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
- Holidays will not be paid to any employee on an unpaid absence of 30 or more days.

#### **5.3.4 Personal Days**

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

##### ***Notice of Personal Days***

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

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

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

#### **5.3.5 Sick Leave**

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

##### ***Notice of Sick Leave***

Sick leave may be taken in one (1) hour increments by non-exempt employees and four (4) hour increments by exempt employees. If the use of sick leave is foreseeable, the employee must give the Park District

seven days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures. Employees may text or email a supervisor regarding an absence but should leave a call back number where they can be reached for confirmation/clarification.

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

***Sick Leave Pay***

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

***Sick Leave Accrual***

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

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

**5.3.6 Paid Time Off**

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

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

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

***Use of PTO***

PTO may be used for any purpose, including vacation, sick, or personal reasons. PTO must be taken in minimum increments of four (4) hours. If the use of PTO is foreseeable, the employee must give the Park

District fourteen days' notice (or as much notice as is reasonably possible) in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the District as soon as practicable and, absent unusual circumstances, in accordance with the District's normal leave procedures. Employees may text or email a supervisor regarding an absence, but should leave a call back number where they can be reached for confirmation/clarification.

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

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

### ***PTO Pay***

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

### ***Accumulation of PTO***

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

#### **5.3.7 Funeral Leave**

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

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

~~In addition, all employees who have worked for at least 12 months and 1250 hours, are eligible for a seven unpaid leave days provided by the Park District; in the event of the death of a covered family member. Thus, regular full-time employees are eligible for three days paid and seven days unpaid while other employees are eligible for 10 days unpaid. In the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to six (6) weeks of bereavement leave during that period. (Up to three days will be paid pursuant to this policy for regular full-time employees). Employees may use any accrued, unused paid time off to run concurrently with this time. Employees must complete time off under this policy within 60 days of learning of the need for leave.~~

~~Employees may use this time to attend the funeral or alternative to a funeral of a covered family member, make arrangements necessitated by the death of the covered family member, and/or grieve the death of~~

~~the covered family member. This time may also be used for absences from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.~~

~~All employees who have worked for at least 12 months and 1250 are also eligible for bereavement leave in accordance with the Illinois Family Bereavement Leave Act. All eligible full-time employees are allowed up to a maximum of two weeks (10 workdays) of unpaid family bereavement leave for covered family members. In the event of the death of more than one covered family member in a 12-month period, an employee may take up to a total of six weeks of bereavement leave during the 12-month period.~~

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

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

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

### **5.3.8 Child Extended Bereavement Leave**

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

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

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

~~An employee who has been employed by the Park District for at least 12 months and worked at least 1,250 hours in the last 12 months and who suffers the loss of a child may take up to two (2) weeks of unpaid leave for any or all of the following purposes:—~~

- ~~• To attend the funeral or alternative to a funeral of the child;~~
- ~~• To make arrangements necessitated by the death of the employee's child; or~~
- ~~• To grieve the death of the employee's child.~~

~~For purposes of this policy, "child" means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.~~

~~Leave under this policy is only available to employees who have not exhausted their FMLA leave entitlement at the time the bereavement leave is requested. In the event of the death of more than one child in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period. Bereavement leave must be completed within 60 days of the date on which the employee received notice of the death of their child.~~

~~An employee requesting leave under this policy generally must provide the organization with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.~~

~~The Park District may require reasonable documentation in connection with leave taken under this policy.~~

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

### **5.3.9 Jury Duty Leave**

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

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

It is the employee's responsibility to notify their supervisor as soon as possible after receiving the summons for jury duty. When not called to jury duty or where jury duty does not require a full day, employees must report to work. Employees who are "on call" for jury duty must report to work if not required to serve that day. Employees requesting and/or returning from jury duty leave will be required to provide verification of service.

## **USE OF DISTRICT FACILITIES, EQUIPMENT, AND RECREATION PROGRAMS**

### **6.1 Facilities**

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

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

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

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

## **6.2 Recreation Programs**

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

## **6.3 Restaurant and Golf Privileges**

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

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

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

customer is waiting. That means that an employee who is waiting to play can be bumped from a group by a paying customer. This policy does not apply to professional golf staff.

## **LEAVES OF ABSENCE**

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

### **7.1 Paid Medical Leave**

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

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

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

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

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

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



## 7.2 Family and Medical Leave of Absence

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

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

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

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

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

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

**Military Family Leave Entitlement:** If an employee is eligible, the employee may use the 12-week FMLA entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered active duty of a spouse, son, daughter or parent. Qualifying exigencies may include: (1) attending certain military events; (2) arranging for alternative childcare; (3) addressing certain financial and legal arrangements; (4) attending certain counseling sessions; (5) addressing issues related to short-notice deployment; (6) spending time with a covered family member who is resting and recuperating; (7) attending post-deployment briefings; and (8) for certain activities relating to the care of the military member’s parent who is incapable of self-care where those activities arise from the military member’s covered active duty.

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

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

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

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

**Certification for a Qualifying Exigency:** If the employee is requesting leave because of a qualifying exigency arising out of a covered family member's active duty or call to active duty, the employee must supply a copy of the covered military family member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or called to active duty (including the dates of the active duty service). The District may also request additional information pertaining to the leave.

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

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

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

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

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

**Job Restoration:** If the employee wishes to return to work at the expiration of the approved FMLA leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits, and other terms and conditions of employment. If the employee takes leave because of the employee's own serious health condition, the employee may be required to provide medical certification that the employee

is fit to perform the essential functions of the job. Employees failing to provide the certification will not be permitted to resume work until it is provided.

### **7.3 General Leave of Absence**

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

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

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

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

### **7.4 Sabbatical Leave**

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

### **7.5 Military Leave**

Leaves of absence for Military or Reserve duty are granted to all employees of the District. Employees called to active Military duty or to Reserve or National Guard training, or volunteering for the same, should submit copies of their Military orders to their supervisor as soon as is practicable. Employees will be granted a Military leave of absence for the period of Military service in accordance with applicable Federal and State laws. Employees who are reservists or members of the National Guard are granted time off for required Military training. This leave of absence includes time off for: (i) service in a federally recognized auxiliary of the U.S. Armed Forces when performing official duties in support of military or civilian

authorities as the result of an emergency; (ii) service covered in the Illinois State Guard as defined by the Illinois State Guard Act; and (iii) a period for which an employee is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System.

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

## **7.6 Victims' Economic Security and Safety Act Policy**

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

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic, sexual, ~~or~~ gender, **or any other crime of** violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, sexual, ~~or~~ gender, **or any other crime of** violence or ensuring economic security; and/or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic, sexual, ~~or~~ gender, **or any other crime of** violence.

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

- A. Attending the funeral or alternative to funeral or wake of a family or household member who is killed in a crime of violence;
- B. Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- C. Grieving the death of a family or household member who is killed in a crime of violence.

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

### ***Definitions***

- "12-Month Period" - means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.
- "Family or Household Member" - ~~means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.~~ means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household.
- "Parent"- means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- "Son or Daughter" - means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.
- "Domestic, Sexual, or Gender Violence" - means domestic violence, sexual assault, gender violence, or stalking.
- "Crime of Violence"- means any conduct proscribed by Articles 9, 11, 12, 26.5, 29D, and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961, in addition to certain conduct proscribed by the Articles of the Criminal Code of 2012. This can include sex offenses, assault, harassment and obscene communications, armed violence, and other crimes.

### ***Intermittent or Reduced Leave***

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

### ***Substitution of Time Off***

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

### ***Notice Requirement***

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

### *Certification*

- For leaves taken pursuant to this policy, the employee may be required to submit a certification demonstrating the need for the leave. The certification must be provided by the employee as soon as reasonably possible, but in most cases, within 15 days after requested.
- The certification requirement may be satisfied by the submission of a sworn statement from the employee and one of the following:
  - Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member has sought assistance from in addressing domestic, sexual, ~~or~~ gender **or any other crime of violence** and/or its effects;
    - A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that a victim was killed in a crime of violence;
    - A police or court record; or
    - Other corroborating evidence.
- All documentation related to the employee's need for the leave pursuant to this policy will be held in strict confidence and will only be disclosed as required/permitted by law.

### *Effect on Benefits*

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

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

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

### ***Job Protection***

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

### ***Reasonable Accommodations***

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

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

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

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

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

## **COMPLAINT PROCEDURE**

### **8.1 Open Door Communications/Problem Solving Procedure**

The Park District is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which employees feel free to share any problem, complaint, suggestion, or question. The District believes that open and direct communications



will result in better working conditions for everyone and will do its best to timely and effectively respond to all employee concerns.

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

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

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

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

## ENDING EMPLOYMENT

### 9.1 Separation of Employment

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

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

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

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

## EMPLOYEE CONDUCT

### **10.1 Non-Discrimination and Anti-Harassment Policy**

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

#### ***Discrimination***

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

#### ***Harassment***

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

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

#### ***Sexual Harassment***

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

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

2. Submission to or refusal to engage in such conduct is used as the basis for any employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of interfering with job performance or creates an intimidating, hostile, or offensive work environment~~substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.~~

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

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, leers, gestures, teasing, sexually explicit or obscene jokes, remarks or questions of a sexual nature;
2. Graphic or suggestive comments about an individual's dress or body;
3. Displaying sexually explicit objects, photographs, writings, or drawings;
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body; or
5. Suggesting or demanding sexual involvement of another employee, whether or not such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns.

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

### ***Investigation Procedure***

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

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

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

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

### ***Retaliation Prohibited***

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

### ***Resolution Outside the Park District***

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

#### **Contact Information:**

##### **Illinois Department of Human Rights (IDHR)**

- Chicago: 312-814-6200 or 800-662-3942; TTY: 866-740-3953
- Springfield: 217-785-5100; TTY: 866-740-3953
- Marion: 618-993-7463; TTY: 866-740-3953

##### **Illinois Human Rights Commission (IHRC)**

- Chicago: 312-814-6269; TTY: 312-814-7460
- Springfield: 217-785-4350; TTY: 217-557-1500

##### **United States Equal Employment Opportunity Commission (EEOC)**

- Chicago: 800-669-4000; TTY: 800-869-8001

## **10.2 Disciplinary Action**

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

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

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

- Acceptance of an unauthorized fee, gift, or other thing of value, for personal use, in the course of, or in connection with, work.
- Failure to perform work in a safe manner or to take steps to eliminate and/or report a safety hazard.
- Falsifying an employment application, time sheet, expense report, personnel or other documents, or records of the District.
- Misuse of District benefits.
- Unauthorized possession of District, resident, or employee property.
- Possession, distribution, or use of explosives or weapons on the District’s premises, in accordance with the Illinois Firearm Concealed Carry Act.
- Fighting and/or other disorderly conduct.
- Dishonesty, fraud, theft, or sabotage against the District or its employees.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees of the District or residents.
- Insubordination or failure to perform reasonable duties which are assigned.
- Unauthorized, inappropriate, or negligent use of material, time, equipment, or property of the District.
- Damaging or destroying District or resident property through careless or willful acts.
- Performance that does not meet the requirements for the position, including inefficiency, incompetency, inattentiveness, or negligence in the performance of duties.
- Negligence in observing fire prevention and safety rules.
- Abuse or negligence of our security or confidential materials.
- Installing unauthorized or illegal copies of software on a District-owned computer.

- Repeated tardiness or absence; failure to report for work without a satisfactory reason; leaving work early without permission; abuse of leave privileges.
- Violation of the District’s policies, including, without limitation, the drug/alcohol policy.
- Failure to cooperate with District audits or investigations.
- Rudeness and other inappropriate or unprofessional behavior towards residents or District employees.
- Any behavior that results in an employee not performing their job, including sleeping on the job.
- Violations of local, state, or federal law.
- Engaging in such other practices as the District determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the District, its employees, or residents.

### **10.3 Disciplinary Procedure**

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

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

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

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

### **10.4 Attendance and Punctuality Policy**

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

### *Rules Concerning Attendance*

- Any employee who plans to be out of the office, including arriving late or leaving early, should receive advance approval from their supervisor.
- If it is not feasible for an employee to make arrangements in advance for the time away from the office, the employee is required to contact their supervisor as soon as possible, and at least one (1) hour prior to the employee's normal starting time. If you cannot reach your immediate supervisor, contact your department head. Be prepared to explain the reason for the time away from the office and provide an expected date/time of return to work.
- Employees must personally contact the District on a daily basis during all absences, except those arranged in advance.
- The Park District may require that documentation substantiating the reason for the absence be furnished.
- In instances of absence due to an employee's health, the District reserves the right to require the employee to obtain a doctor's report explaining the condition and the doctor's restriction that the employee not work. Ordinarily any absence due to illness or injury over three consecutive days requires a report from the attending doctor. In addition, where deemed appropriate, the District may delay its decision as to the employee's physical fitness to return to work until a doctor's report is submitted. The District may require that additional documentation substantiating the reason for the absence be furnished.
- You must personally contact the District on a daily basis during all absences, except those arranged in advance with your supervisor and/or the District.
- In instances of absence due to your health, the District reserves the right to require you to obtain a doctor's note justifying your absence. Ordinarily, any absence due to illness over three consecutive days requires a report from the attending doctor. Where deemed appropriate, the Park District may delay its decision as to your physical fitness to return to work until a doctor's report is submitted.
- Excessive absenteeism or tardiness or repeated unexcused absenteeism or tardiness may result in disciplinary action up to and including termination of employment.
- Three (3) consecutive working days of absence without notice to the District typically constitutes job abandonment and results in termination of an employee as a voluntary separation. If the employee's absence is later determined excusable on conditions that rendered prior notice impossible, the charge of absence without leave may be changed to paid leave or unpaid leave as applicable.

## 10.5 Substance Abuse Policy

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

### *Prohibited Activity*

1. ~~Whenever employees are working, operating District vehicles, or present on District premises, they are prohibited from:~~

- ~~• using, consuming, possessing, buying, selling, manufacturing, or dispensing illegal drugs, cannabis, or alcohol, except a moderate amount of alcohol may be consumed at approved District events, provided such consumption does not adversely affect an employee's behavior or judgment and, if the employee will drive a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle; and~~
- ~~• being under the influence of alcohol, cannabis, or illegal drugs.~~

2. ~~This Policy does not prohibit employees from the lawful use and possession of prescribed medications, except that employees may not use or possess cannabis (even medical cannabis) on District premises, while operating a District vehicle, or while working. Employees are responsible for consulting with their doctors about a medication's effect on their ability to work safely, and promptly disclosing any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician's prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to do so.~~

The possession, consumption, purchase, sale, transfer, or distribution of alcohol on District premises is prohibited, ~~unless an exception is made by the District.~~ No employee shall be under the influence of alcohol while on District premises or while performing District business ~~off premises except a moderate amount of alcohol may be consumed at approved District events provided such consumption does not adversely affect an employee's behavior or judgment and, if the employee will drive a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle.~~ A violation of this moderate consumption rule will result in discipline up to and including termination of employment.

"Legal drugs" are: (1) drugs that are permitted under state or federal law, (2) obtained by an employee with a physician's prescription or over-the-counter, and (3) used for the purposes for which they were prescribed or sold. Employees are responsible for consulting with their doctors about a prescription medication's effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician's prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to so.



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

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

### *Definitions*

~~“Legal drugs” are: (1) drugs that are permitted under state or federal law, (2) obtained by an employee with a physician’s prescription or over the counter, and (3) used for the purposes for which they were prescribed or sold. Employees using cannabis must be aware of any potential effect such drugs may have on their judgment or ability to perform their duties and should not possess, use, or be under the influence of any cannabis while performing their duties, while on District property, or while operating vehicles for the District. Employees are responsible for consulting with their doctors about a prescription medication’s effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. In the event an employee fails to report such restrictions and creates a safety threat, neither a physician’s prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not, however, disclose underlying medical conditions unless specifically directed to so.~~

~~“Illegal drugs” are drugs or controlled substances that are: (1) not legally obtainable under federal or state law, or (2) legally obtainable under federal and state law, but not obtained and/or used in a lawful manner. This definition includes, but is not limited to, cocaine, PCP, heroin, LSD, amphetamines, and barbiturates, but, for purposes of this policy only, does not include cannabis.~~

~~“Cannabis” includes, all forms of cannabis or marijuana, including both recreational and medical cannabis and marijuana.~~

~~“District Premises” includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the District.~~

~~“Refuse to Cooperate” means to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen(s) for testing when directed.~~

~~“Reasonable Suspicion or “Reasonably Suspects” means a good faith belief that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee’s performance of the duties or tasks of the employee’s job position, including, without limitations, symptoms of the employee’s speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property, disruption of business operations, or carelessness that results in the injury to the employees or others.~~

~~“Under the Influence of Alcohol” means an alcohol concentration of .04 or more, or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.~~

~~“Under the Influence of Cannabis” means actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of cannabis use, which may or may not be accompanied with a confirmed positive test result.~~

~~“Under the Influence of Illegal Drugs” means a confirmed positive test result for illegal drug use or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of illegal drug use.~~

### *Testing for alcohol and drugs*

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

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

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

~~Employees who refuse to cooperate in required tests; test positive for alcohol, cannabis, or illegal drugs; are found to be under the influence of alcohol, cannabis, or illegal drugs; or use, possess, buy, sell, manufacture or dispense alcohol, cannabis, or illegal drugs in violation of this policy (as discussed above) will be terminated. In addition, if an employee fails to report immediately to the testing location upon request, comply with any testing procedures (including attempting to substitute, dilute, or otherwise change~~

specimens to be tested) and/or fails to provide specimens unless medically incapable, he or she will be considered as refusing to test and subject to discipline, up to and including termination.

### ***Notification of Drug Conviction***

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

### ***Employee Assistance Program***

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

### ***Confidentiality***

~~Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO shall be kept confidential and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need to know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.~~

## **10.6 Smoking**

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

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

## **10.7 Personal Appearance**

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

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

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

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

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

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

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

## **10.8 Ban on Certain Gifts and Rewards**

In accordance with the State Officials and Employee Ethics Act, employees are prohibited from accepting substantial gifts or entertainment from persons doing business or seeking to do business with the District. For more information on this policy, please see Human Resources.

## **10.9 Confidentiality Policy**

All employees must safeguard confidential information obtained as a result of working for the District. This confidential information includes, but is not necessarily limited to: personal resident information, technical information, systems information, processing, delivery systems, and in particular, any material identified by the District as “proprietary and confidential.”

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

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

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

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

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

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

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

### **10.11 Whistleblower Policy**

A whistleblower, as defined by this policy, is an employee of the Park District who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

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

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

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have

to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The Park District will not retaliate against a whistleblower for:

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

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

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

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

- As directed in the policy, whistleblower and retaliation claim should be reported to the auditing official, the Executive Director or, in the event the Executive Director is unavailable and/or named in the complaint, to the Human Resource Manager. These individuals have the authority to appoint other members of the management team, Board and/or outside counsel/consultants to assist with the investigation.
- Upon receiving such a report, the auditing official, or his/her designee, will consult with others (the Board, outside counsel) to determine whether the claim falls under the whistleblower policy and, if so, how to best proceed. Employment-related concerns, including, but not limited to, harassment, discrimination, bullying, and other such work-related complaints are not covered by this policy.
- Confidentiality of the individual making the complaint, as well as any witnesses, will be respected consistent with the Organization's need to investigate.
- After a written complaint is received by the Auditor, a written acknowledgement notice may be sent to the Complainant that may include a timeline for review, investigation, and resolution.

- The Auditor, or his/her designee, may meet with the Complainant, Respondent and/or other witnesses as a part of the investigation. The Auditor, or his/her designee, has the authority to conduct multiple interviews, if needed. The Auditor, or his/her designee, may also request written statements and/or other documentation that may be pertinent to the resolution of the complaint.
- If it is determined that the conduct that is the subject of the complaint involves fraud, or illegal/egregious conduct, the Auditor, or his/her designee, has the authority to conduct the investigation in a more formal manner. This may include a report to law enforcement agencies.
- Upon completion of the investigation, the Complainant and Respondent will be notified that the investigation has ended, and the decision made. This notification may take place orally or in writing. If the Auditor, or his/her designee, determines this policy has been violated, the Board will be notified. Remedies and discipline for policy violations will be in accordance with applicable law.

## **10.12 Workplace Violence**

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

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

- To provide a safe and healthful work environment.
- To take prompt remedial action against any employee who engages in any threatening behavior or acts of violence or who uses any obscene or threatening language or gestures.
- To take appropriate action when dealing with residents, former employees, or visitors to the District who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and supporting prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, former employees, residents, and visitors from bringing unauthorized firearms or other weapons onto the District's premises or in its vehicles, or carrying such firearms or weapons while conducting District business, in accordance with the Illinois Firearm Concealed Carry Act.
- To establish viable security measures to ensure that the District's facilities are safe and secure to the maximum extent possible and to properly handle access to the District's facilities by the public, off-duty employees, and former employees.

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

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

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

### **10.13 Workplace Security and Inspections**

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

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

## **USE OF INFORMATION SYSTEMS AND SOCIAL MEDIA**

### **11.1 Use of Information Systems**



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

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

1. Information systems are owned/leased and maintained by the District, and all communications transmitted using the District's information systems are the sole property of the District. These electronic systems are to conduct and support District business and to assist employees in the performance of their jobs. Employees are expected to use these resources responsibly, professionally, ethically, and lawfully.
2. Personal software or messages shall not be installed or stored on the District's information systems unless prior approval is obtained. In addition, employees are prohibited from encrypting, attempting to decrypt or modifying data, files, or programs without prior written authorization. Employees are prohibited from deleting or destroying data, files, or programs, except in the ordinary course of business, i.e. deletion of an email after it is read.
3. Minimal personal use of information systems and the distribution of personal messages by employees is permitted, as long as such use does not interfere with employees' work performance or have an undue impact or cost on the operation of the information systems. In addition, personal use must not involve activities for personal gain (i.e., day trading, gambling), political activity, participation in chat rooms, blogs, or bulletin boards, internet chain mails/forwards, or game playing. Excessive personal use of information systems or distribution of personal messages by employees is prohibited.
4. The District will, or reserves the right to, monitor the use of information systems and to review or inspect all material stored therein. No communications are guaranteed to be private or confidential.
5. Any communication sent using the District's information systems may be subject to disclosure under the Freedom of Information Act (FOIA) and released pursuant to a discovery request in the event of litigation. As such, employees must take the necessary steps to protect access to and archive Park District information contained in emails, texts, internet, and any other communications on the District's information systems.
6. Employees may not access, read, or discuss another employee's private email or voicemail accounts.
7. Employees must safeguard their personal passwords and should not share that information with any other individuals. Passwords should not be written down or left in places that they are accessible

to others. The use of personal passwords, assigned to the employee, is not grounds for an employee to claim privacy rights in the information systems. The District reserves the right to override personal passwords. Employees may be required to disclose passwords or codes to the District to allow access to the systems.

8. Employees are responsible for the safe keeping of District issued property and must not allow such property to be used by an unauthorized party. If an employee believes a breach of security has occurred or the property has been misused by another individual, the employee must notify the Executive Director immediately.
9. Employees may not modify, disable, compromise, or otherwise circumvent any anti-virus, user authentication, or other security feature maintained on the Park District's information system. Each employee is responsible for protecting their computer against virus attack by not opening suspicious e-mails, pop-ups or downloads, following appropriate guidelines for scanning all incoming communications and media, and by not disabling the anti-virus application installed on their workstation.
10. Employees are prohibited from bringing unauthorized electronic equipment to work to use with District-provided information systems and from accessing District systems with their devices absent explicit permission from the Executive Director. Such prohibited equipment includes but is not limited to any type of external computer drives, such as flash drives, to save information from computer drives, and personal laptops and other wireless communications devices. Using such unauthorized equipment with District-provided information systems and/or accessing District information systems without permission is considered to be theft of District's intellectual property.
11. The District's prohibition against sexual, racial, and other forms of harassment are extended to include the use of information systems. Harassing, vulgar, pornographic, obscene, or threatening communications are strictly prohibited, as are sexually oriented messages or images. Employees who receive email or other information on their computers which they believe violate this policy should immediately report this activity to their supervisor.
12. Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, should not be exchanged haphazardly by e-mail, facsimiles, etc.
13. Employees are prohibited from violating copyright, licensing, and any other relevant laws. If unsure about copyright and licensing laws, please speak with your supervisor.
14. Outsiders or non-employees are prohibited from using information systems to communicate with District employees or the District for any purpose unrelated to District business.
15. Employees must be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved by systems experts and can be used against an employee or the District. Therefore, employees should be cautious and use the information systems only in the appropriate manner and consult with systems experts to guarantee that information to be deleted is truly eliminated from the system.

16. Employees should exercise care so that no personal correspondence appears to be an official communication of the District. Personalized District stationery and business cards may only be issued by the District. Employees may not use the District's address for receiving personal mail or utilize the District's stationery or postage for personal letters.
17. Employees are responsible for proper care of District-owned equipment with which they are entrusted. Employees may be held responsible for the cost or replacement of any lost, stolen, or damaged equipment.

## 11.2 Use of Mobile Technologies

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

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

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

## 11.3 Social Media Use Policy

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

### *Guidelines*

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication (including, but not limited to, LinkedIn, Facebook, Instagram, Pinterest, and Twitter.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. ~~Keep in mind that any of your conduct that adversely affects the District's goodwill or reputation, your job performance, the performance of fellow employees~~

~~or otherwise adversely affects residents, customers, suppliers, people who work on behalf of the District or the District's legitimate business interests may result in disciplinary action up to and including termination.~~

### ***Know and Follow the Rules***

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

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

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

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

### ***Be Respectful***

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

### ***Be Honest and Accurate***

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

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

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

### ***Post Only Appropriate and Respectful Content***

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

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

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

### **Using Social Media at Work**

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

### ***Media Contacts***

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

### ***District-Sponsored Social Media***

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

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

1. Only employees designated and authorized by the District can prepare content for or delete, edit, or otherwise modify content on District-sponsored social media. These employees are responsible for ensuring that the District-sponsored social media conforms to all applicable District rules and guidelines. They are also authorized to remove immediately and without advance warning any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates District's EEO and/or anti-harassment policies.

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

***For More Information***

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

## **WORKING CONDITIONS**

### **12.1 Hours of Work and Meal/Break Periods**

Department supervisors shall determine and establish a daily and weekly schedule of normal work hours necessary to provide services. The schedule may be temporarily changed in order to meet emergency or other defined needs. It is the personal responsibility of each employee to be at their work station and fully prepared to begin work at the time the scheduled work hours begin. Employees are not permitted to alter work hours without the permission of the supervisor. "Altering work hours" includes arriving early and then leaving early and/or arriving late and staying late. Employees are not authorized to "trade hours" without the permission of the supervisor.

Employees may generally schedule their own meal/break periods in accordance with the schedule below as long as meal/break periods are staggered to ensure department coverage and the meal period is taken no later than five hours after beginning work. Please note that different divisions may require alterations to the meal and break periods as determined by the Executive Director and as appropriate under federal and state laws.

- An employee, who is scheduled to work at least 5 hours, but less than 7.5 hours, shall be entitled to take one (1) paid 15-minute break. Such an employee is not entitled to a duty-

free unpaid 30-minute meal period, but may request and be granted such a meal period with their supervisor's approval.

- An employee, who is scheduled to work at least 7.5 hours, but less than 8 hours, shall be entitled to take one (1) paid 15-minute break and a duty-free unpaid 30-minute meal period. The duty-free unpaid meal break should be taken within the first five (5) hours of the start of the employee's shift.
- An employee who is scheduled to work 8 hours shall be entitled to take two (2) paid 15-minute breaks and a duty free unpaid 30-minute meal period. The duty-free unpaid meal break should be taken within the first five (5) hours of the start of the employee's shift.
- An employee who is scheduled to work more than 8 hours shall be entitled to any additional break and/or meal periods consistent with the cycle described above. The duty-free unpaid meal break should be taken within the first five (5) hours of the start of the employee's shift.

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

## **12.2 Driver's Licenses**

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

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

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

## **12.3 Business Expenses**

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

For more information about business expenses, please consult the Travel and Vehicle Use Policy located on the District Intranet or contact the Finance Department.

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

## **12.4 Health and Safety**

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

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

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

### **12.5 Solicitation**

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

### **12.6 Political Activity**

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

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

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

### **12.7 Privately Owned Automobiles**

Regular full-time employees may use their own vehicle to perform Park District duties, but must first receive permission from the Executive Director, or their designee. Part-time employees must first receive permission from the Department Head, or their designee. If permission is granted, the Park District will



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

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

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

## 12.8 Employee Suggestions

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

## PAY AND PAYROLL-RELATED PROVISIONS

### 13.1 Overtime/Timekeeping

#### *Overtime*

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

While exempt employees are not entitled to overtime for working more than 40 hours per week, such employees may be provided with "administrative time off" in recognition of the demands of their work schedules. Administrative time off is granted at the discretion of the employee's department head with Executive Director approval, who shall use proper care and judgment before granting the request. It should be clearly understood by all concerned that administrative time is not to be provided on an hour-for-hour matching basis; exempt employees are expected to work the hours required by their positions.

Administrative time off is not carried over from year to year nor is it paid out upon separation of employment.

### ***Timekeeping***

Accurately recording time worked is the responsibility of every employee. Federal and State laws require District to keep an accurate record of time worked in order to calculate employee pay and benefits. Accordingly, employees must accurately and precisely record the time they begin and end work, as well as the beginning and ending time of each break that is 30 minutes or longer, using our electronic time keeping system for non-exempt employees. Exempt employees will record the number of hours worked each day on a timesheet provided and submit them to payroll in a timely fashion each month.

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

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

### **13.2 Holiday Pay**

From time to time, the activities of the Park District may require a regular full-time employee to work on a day designated as a holiday by the Park District. In such an event, it shall be the practice of the Park District to compensate the employee as follows: 1) an exempt employee who is required to work may be granted administrative time off by their department head; and 2) any other regular non-exempt full-time employee who is required to work shall be compensated at two and one half times (2-1/2) their regular hourly rate of pay (which is inclusive of the employee's holiday pay). ~~If, by virtue of working the holiday, a non-exempt employee would also exceed forty (40) hours worked in a work week, they shall not be entitled to also receive overtime compensation for such holiday hours.~~

### **13.3 Personnel Records**

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

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

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

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

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

### **13.4 Pay Procedures**

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

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

### **13.5 Pay Deductions**

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

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

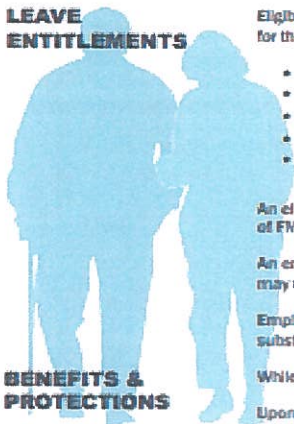
Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction no later than the next pay period after the improper deduction is communicated to management.



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



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

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

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

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

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

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

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

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

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

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

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

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

## REQUESTING LEAVE

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

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

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

## EMPLOYER RESPONSIBILITIES

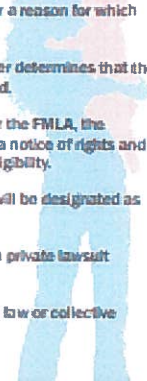
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is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

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

## ENFORCEMENT

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

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



For additional information or to file a complaint:

**1-866-4-USWAGE**

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

**www.dol.gov/whd**

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



## APPENDIX

### CONTACT NAMES

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

For inquiries to the Executive Director, please contact:

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

For inquiries to the Finance Department, please contact:

Sandra Simpson  
ssimpson@wheatonparks.org  
(630) 510-4955

For inquiries to the Human Resources Department, please contact:

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

To report harassment, please contact:

Michael Benard  
Executive Director  
mbenard@wheatonparks.org  
(630) 665-4710

or

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

or

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

## Employee Acknowledgement Form

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

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

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

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

Employee Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO:** Board of Commissioners  
**FROM:** Michael Benard, Executive Director  
**RE:** Community Center Naming Proposal – Ray Morrill  
**DATE:** August 30, 2024

---



## **Summary**

Pursuant to the Naming Policy of the Wheaton Park District (attached), please consider this correspondence a proposal to name the Wheaton Park District Community Center in memory of Ray Morrill. Ray passed away in August of 2023 after serving the Wheaton Park District and Community for over 50 years as an employee, elected commissioner and volunteer.

## **Biographical Profile and Support for Naming Proposal**

Having grown up in Brookfield Illinois as the son of a Parks and Recreation Director, Ray got an early start in the business. Whenever he got in trouble, his Dad would send him to the park to clean it from one end to the other including the bathrooms. Ray apparently got in trouble a lot.

Ray was optimistic as well as very smart and took steps to parlay his indentured servitude in the Brookfield parks department into a successful career as a parks and recreation professional. He attended Western Illinois University where he studied parks and recreation administration and also met the love of his life, Pat. Ray got in a lot less trouble after that. Ray and Pat were together from that day forward.

After college, Ray was hired as an intern with the Naperville Park District and learned the ropes from Park District legends Ernie Nance and Jerry Handlon. In 1971, he landed a job at the Wheaton Park District. Ray and Pat married and settled down in Wheaton to raise a family. Ray spent the rest of his life focusing on his family and serving this community.

As a natural leader, hard worker and creative programmer, Ray was the right man at the right time as the community of Wheaton was growing fast and with that growth came opportunities for new program services and recreation facilities. As Superintendent of Recreation and Special Facilities for the Wheaton Park District, Ray became known and respected, locally and statewide, as a trusted, hardworking and impactful community leader.



Ray spent his entire career working collaboratively with Executive Director Bob Dunsmuir and Superintendent of Parks and Planning Ken Kutska. A powerful team, the three of them led the Wheaton Park District over three decades of growth in park acreage, programs, facilities, staff and partnerships with a singular focus on improving the quality of community life. The Wheaton Park District became widely regarded across the state and the nation as a model agency. In fact, the Wheaton Park District earned the National Gold Medal for excellence in parks and recreation administration a record 4 times.

After serving the community for 34 years as a professional, Ray retired. But he had more to give and was called to serve as an elected Commissioner for the Wheaton Park District. He won five consecutive elections. He served and led with dignity, caring and professionalism for 17 more years.

This sort of success does not happen by accident and certainly not without the commitment, support and especially trust from the Staff, Elected Park Commissioners, Partners and the Community. Ray cared. Ray cared about people. He cared about their lives being better. Ray lived his life and led this agency with care for others as a foundation from which he made decisions, from which he decided to take on new challenges or provide new services or form a new partnership.

Ray's care for people and his passion for what could be accomplished to improve lives through park district services and facilities was palpable, when he spoke and when he took action, you knew it. You knew it and as a result of that knowledge, you trusted it. People trusted Ray. Ray never operated behind the scenes and was constantly public facing. He constantly engaged.

His inherent trustability coupled with his very public position facilitated a high level of trust for the Wheaton Park District. It is through this trust that the community granted this park district resources through successful referenda and other initiatives to become what it became, to become what it is.

Ray's tireless five-decade long commitment to the Wheaton Park District and to improving the lives of all people in this community warrants a permanent memorial to honor his legacy.

### **Recommendation**

Begin the 30 day-day evaluation period as required by policy and take formal action thereafter to name the Wheaton Park District Community Center in memory of Ray Morrill.

**Parks, Facilities, Trails and Open Space  
Naming Policy  
Wheaton Park District  
Board Approved October 2007**

The purpose of this procedure is to clearly define the process for naming Wheaton Park District parks, trails, open space areas and associated structures or facilities. It is designed in the spirit of neighborhood involvement and influence as well as to facilitate a naming process for present and future needs. The values, contributions, services and heritage of the community can be embodied and preserved by appropriate and logical naming of parks and facilities.

Parks, trails and open space areas shall be defined as any parcel of land, including ponds and lakes that are donated, dedicated or acquired for public use as a park, trail or open space. Park structures or facilities shall be defined to include but not limited to athletic fields, tennis courts, golf courses, outdoor theaters, buildings, meeting space, gymnasiums and swimming pools.

For name requests that do not meet the standards or conditions set forth in this procedure, alternatives are given at the end of this document.

1. Naming Criteria

Each of the following conditions describe an opportunity for implementing the park naming procedure:

- Any planned park, trail or park facility that is not yet built or acquired and has no official name.
- Any existing park, trail or park facility that is built and has no official name.
- Any existing park, trail or park facility that is built and has a geographic name only.

Any interested person may become involved in the naming process for the park or facility. To be considered, proposed names may be submitted from one of the following sources:

- Recommendation made by park district staff in the planning and/or development of a new park.
- Any person(s) or firm(s) who contribute significantly to the development of the park or facility. Land developers of adjoining property may be included in this group regardless of whether their contribution is voluntary or required by the park district.
- An ad hoc naming committee may be assembled under the guidance of the Wheaton Park District Board of Park Commissioners or Wheaton Park District staff. This committee shall be comprised of residents from neighborhoods near or adjacent to the park or facility to be named.

## 2. Selection of a Name

Name selections should express appreciation to those who have contributed significantly to the Park District or maintain themes established for adjoining developments. Preference will be given to names having local and/or historical significance.

Names submitted should adhere to the following standards and guidelines:

- Geographic names descriptive of the location or significant natural features in or near the park or facility.
- Historic names or events relevant to the park or facility. The name submitted should be one of significance to a substantial portion of the community, and this fact shall be documented.
- Organization or person who made a significant contribution to the park or facility being named. Contribution, whether years of service or monetary donation, should be extensive and substantial.
- Person who made a significant contribution to the park district as a whole over an extended period of time. It should be someone who has contributed in a definitive and outstanding manner to the betterment of the park district and its citizens.

## 3. Submitting a Name Request

To submit a name to the Executive Director:

- Document the reasoning for the requested name and show community support that includes neighbors of the park or facility in the request. To *change* the name of a park or facility, valid and adequate reasons must be given in the request to the Executive Director.
- Requests commemorating a person's name shall include a biographical profile and written approval from that person (or next of kin if that person is deceased).
- At the meeting with the Executive Director or his/her designee, present the request and submit copies of the written recommendation including any historical documentation and a biographical profile.

After the presentation and submission of written materials, the Executive Director will forward all pertinent materials to the Board of Commissioners for consideration.

4. Approval Process

The approval process is a determination of the appropriateness of the requested name according to the standards set forth in this document. Wheaton Park District staff has primary responsibility for completing all duties required for this determination. The approval process shall begin with an evaluation period based on the type of name request.

- a. If the name request commemorates a person or group, a 30-day evaluation period shall begin upon presentation and written submission to the Board of Commissioners. The evaluation process shall include a careful review of the person or group being recognized in the request and neighborhood meetings to inform the adjacent public about the request.
- b. The final decision for naming parks and facilities shall always remain in control of the Wheaton Park District Board of Park Commissioners.
- c. After the name is approved by the Park Board, the Park District will provide signs where appropriate. If requested, the district may also provide additional signs displaying background information about the name. The Park District shall keep a permanent record of the naming process.

5. Alternatives

If the requested name does not meet the criteria, two alternatives exist to commemorate a person and/or a name. These include the Wheaton Park District *Memorial Tree* and *Memorial Bench* programs.

TO: Board of Commissioners  
FROM: Rob Sperl, Director of Parks and Planning  
THROUGH: Michael Benard, Executive Director  
RE: Monroe School Lease Agreement Amendment to Extend Term  
DATE: September 4, 2024

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**SUMMARY:**

We are seeking to extend the term of our existing lease at Monroe School, which is adjacent to Graf Park. This lease was entered into to allow construction of the synthetic turf field on the school property.

It is believed that the short length of the remaining lease detracted from our OSLAD grant application in 2023. We would like to reapply in the current round with the lease extension in place. The grant would help to fund the replacement of the turf which is at the end of its 10-year lifespan. Other amenities in the grant application would include: the perimeter track, batting cages, playground replacement and bleachers with shade.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The board of commissioners approved the original lease with Ordinance 2013-03 on July 17, 2013.

**REVENUE OR FUNDING IMPLICATIONS:**

Not applicable.

**STAKEHOLDER PROCESS:**

CUSD200 will need to approve the amendment.

**LEGAL REVIEW:**

The amendment was drafted by legal counsel.

**ATTACHMENTS:**

Ordinance 2013-03 and original lease agreement  
First amendment for lease agreement

**ALTERNATIVES:**

Not applicable

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve the first amendment to the lease agreement with district 200.

**FIRST AMENDMENT TO WHEATON PARK DISTRICT LEASE AGREEMENT WITH WHEATON-  
WARRENVILLE COMMUNITY UNIT SCHOOL DISTRICT 200**

This First Amendment ("Amendment") is made and entered into this 18<sup>th</sup> day of September, 2024, by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and the Board of Education of Wheaton-Warrenville Community Unit School District 200, ("School District"), and amends, in certain respects, that certain agreement entitled "Intergovernmental Agreement for Lease, Construction, Recreational Use and Maintenance of Synthetic Turf Field Between Wheaton-Warrenville Community School District No 200 and the Wheaton Park District" with an Effective Date of July 17, 2013 ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

WHEREAS, Park District and the School District previously entered into an Agreement that governs, among other things, the use and maintenance of a synthetic turf field at Monroe Middle school building and surrounding campus; and

WHEREAS, the intergovernmental partnership created by the Agreement has been a success for both Parties and their respective residents, and, as a result, the Parties wish to amend certain dates and deadlines in the Agreement to extend the Term of the Lease set forth therein.

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. Section 1 is stricken in its entirety and hereby replaced with the following:

Term and Termination. The term of this Agreement shall be forty (40) years from the Effective Date, as defined in section VIII.O ("Term"). The School District shall not have the right to terminate this Agreement prior to the expiration of the Term except as provided in Section VIII.E. At any time, the parties may agree in writing to extend the terms of this Agreement for a specified period of time, as permitted by law.

3. Counterparts. This Amendment 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.

4. Entire Agreement; Modification. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Amendment 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 Amendment must be in writing and signed by all parties.

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

**WHEATON-WARRENVILLE COMMUNITY  
UNIT SCHOOL DISTRICT, LLC**

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

Its: \_\_\_\_\_

Date executed: \_\_\_\_\_

**WHEATON PARK DISTRICT**

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

Its: \_\_\_\_\_

Date executed: \_\_\_\_\_

Complete  
Scan + file

WHEATON PARK DISTRICT

ORDINANCE NO. 2013-03

**ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT FOR LEASE, CONSTRUCTION,  
RECREATIONAL USE AND MAINTENANCE OF SYNTHETIC TURF FIELD BETWEEN  
WHEATON PARK DISTRICT AND WHEATON-WARRENVILLE COMMUNITY UNIT  
SCHOOL DISTRICT 200**

\* \* \* \*

**WHEREAS**, the Wheaton Park District (“Park District”) is a unit of local government operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq.; and

**WHEREAS**, the Board of Education of Wheaton-Warrenville Community Unit School District No. 200, DuPage County, Illinois (the “School District”) is the owner of land and improvements commonly known as the Monroe Middle School building and surrounding campus, (the “School”), which includes a football stadium (the “Stadium”), all situated within the geographical boundaries of the Park District; and

**WHEREAS**, the Park District desires to lease the Stadium pursuant to 70 ILCS 1205/8-16 (2013) from the School District, and construct, operate and maintain a synthetic turf sports field and related improvements at the Stadium, (the “Turf Project”) in order to enhance recreational opportunities available to the residents of the Park District; and

**WHEREAS**, the Park District has determined that leasing the Stadium, constructing the Turf Project and operating and maintaining the Stadium for recreational purposes, is appropriate, useful and necessary in order to provide the citizens of the community with necessary recreational facilities; and

**WHEREAS**, the Park District has agreed to construct and maintain the Turf Project at its cost and expense at the School in exchange for the twenty-five year leasehold interest granted hereunder and control of usage and scheduling of the Stadium as specified in the Intergovernmental Agreement for Lease, Construction, Recreational Use and Maintenance of Synthetic Turf Field



Between Wheaton Park District and Wheaton-Warrenville Community Unit School District 200 (the "Agreement"); and

**WHEREAS**, pursuant to 105 ILCS 5/10-22.11(a) (2013), the School District has determined that Park District's lease of the Stadium, construction of the Turf Project, and use and maintenance of the Stadium for recreational purposes as described in the Agreement does not interfere with the School District's delivery of curricular and extra-curricular educational services to its students and residents, that the Stadium will not be needed during the lease term, and that construction of the Turf Project will enhance the delivery of such educational services; and

**WHEREAS**, the constituencies of both the School District and the Park District will be more effectively and economically served by the Park District's lease of the Stadium and its construction of the Turf Project on School District-owned property in accordance with the Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Board of Park Commissioners ("Park Board") of the Wheaton Park District, DuPage County, Illinois as follows:

**Section 1.** All of the foregoing recitals are hereby incorporated in and made a part of this Ordinance.

**Section 2.** The proposed form, terms, and provisions of the "Intergovernmental Agreement for Lease, Construction, Recreational Use and Maintenance of Synthetic Turf Field Between Wheaton Warrenville Community Unit School District No 200 and the Wheaton Park District" as set forth in Exhibit A, are approved as provided herein.

**Section 3.** The President or Vice President and Secretary of the Park Board are hereby authorized and directed to execute the Intergovernmental Agreement for Lease, Construction, Recreational Use and Maintenance of Synthetic Turf Field between Wheaton Warrenville Community Unit School District No 200 and the Wheaton Park District in the name of, and on behalf of, the Park District, and under its corporate seal, and to deliver a copy thereof to the School

District.

**Section 4.** This Ordinance shall be in full force and effect immediately upon its passage and approval. All prior ordinances or parts of prior ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Passed this 17 day of July, 2013.

ROLL CALL VOTE:

AYES: Hodgkinson, Mee, Morrill, Schabel, Kelly

NAYS: VanderSchaaf

ABSENT: Luetkehaus

John Kelly, [Vice] President  
Board of Park Commissioners

Attested and filed this 17<sup>th</sup> day of July, 2013.

Michael Benard  
Michael Benard, Secretary  
Board of Park Commissioners

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT FOR LEASE,  
CONSTRUCTION, RECREATIONAL USE AND MAINTENANCE  
OF SYNTHETIC TURF FIELD BETWEEN WHEATON-WARRENVILLE COMMUNITY  
UNIT SCHOOL DISTRICT NO 200 AND  
WHEATON PARK DISTRICT**

**CERTIFICATION**

I, Michael Benard, the Secretary of the Board of Park Commissioners of the Wheaton Park District of the County of DuPage, State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of an Ordinance duly adopted by its Board of Park Commissioners at a meeting duly convened and held on the 17<sup>th</sup> day of July, 2013.

SEAL

  
Secretary of the Board of Park Commissioners

**INTERGOVERNMENTAL AGREEMENT FOR LEASE,  
CONSTRUCTION, RECREATIONAL USE AND MAINTENANCE  
OF SYNTHETIC TURF FIELD BETWEEN WHEATON WARRENVILLE  
COMMUNITY UNIT SCHOOL DISTRICT NO 200 AND  
WHEATON PARK DISTRICT**

This Agreement is made between the Board of Education of Wheaton Warrenville Community Unit School District No. 200, DuPage County, Illinois (the "School District") and the Wheaton Park District, DuPage County, Illinois (the "Park District").

**WHEREAS**, Article VII, Section 10 of the Constitution of Illinois 1970, and the Intergovernmental Cooperation Act of 1973, as amended, 5 ILCS 220/1 et seq. authorize units of local government and school districts to contract among themselves and to confirm and transfer powers and functions by intergovernmental cooperation; and

**WHEREAS**, the School District is the owner of land and improvements commonly known as the Monroe Middle School building and surrounding campus, (the "School"), which includes a football stadium and a softball field (the "Stadium & Field"), all situated within the geographical boundaries of the Park District; and

**WHEREAS**, the Park District and the School District desire that the Park District construct, maintain and utilize synthetic turf sports field(s) at the Stadium & Field, as well as related improvements and equipment (the "Turf Project"). The construction of the Turf Project at the Stadium portion of the land is anticipated to be completed by August of 2014 with a second Turf Project at the Field portion of the land at time yet to be determined and mutually agreed upon; and

**WHEREAS**, the Park District and School District have mutually determined that it is in the best interests of the citizens of the community for the Park District to lease the real property described in Exhibit Aa (the "Stadium & Field") in order to construct, maintain and utilize the

synthetic turf field(s) during certain hours for community recreation activities sponsored or authorized by the Park District; and

**WHEREAS**, the Park District has determined that leasing the Stadium & Field, constructing synthetic turf field(s) thereon and maintaining and utilizing the synthetic turf field(s) for recreational purposes, is appropriate, useful and necessary in order to provide the citizens of the community with necessary recreational facilities; and

**WHEREAS**, the Park District has agreed to construct and maintain the Turf Project at its cost and expense at the School in exchange for the twenty five (25) year leasehold interest granted hereunder and control of usage and scheduling of the Stadium as specified herein; and

**WHEREAS**, the School District has determined that the Park District's lease of the Stadium & Field to construct the Turf Project and to use the Stadium for recreational activities as described herein will not interfere with the School District's delivery of curricular and extra-curricular educational services to its students and residents, and has further determined that construction of the Turf Project will enhance the delivery of such educational services; and

**WHEREAS**, the constituencies of both the School District and the Park District will be more effectively and economically served by the Park District constructing the Turf Project on School District-owned property leased to the Park District.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, the School District and the Park District agree as follows:

**I. Term and Termination.** The term of this Agreement shall be twenty five (25) years from the Effective Date, as defined in Section VIII.O ("Term"). The School District shall not have the right to terminate this Agreement prior to the expiration of the Term except as provided in Section VIII.E. At any time, the parties may agree in writing to extend the terms of this Agreement for a specified period of time, as permitted by law.

**II. Rent.** Unless otherwise expressly provided, no payments in the nature of rent or payment for services rendered shall be due either party. The Park District's construction of the Turf Project and the mutual covenants contained in this Agreement are sufficient consideration for the Park District's interest granted under this Agreement.

**III. Construction Costs and Management.**

A. The Park District has agreed to construct, maintain and replace, as may be necessary, the Turf Project at its sole cost and expense at the School in exchange for the twenty five (25) year leasehold interest granted hereunder and control of usage and scheduling of the Stadium as specified herein

B. Review of Plans. Upon receipt of initial plans and specifications for the Project, including any drafts of such plans and specifications, the Park District shall promptly deliver such documents to the School District for its review. If the School District believes that the plans and specifications are not consistent with the scope of the Project and/or this Agreement, the School District shall provide written notice to the Park District of that concern within seven days after the School District's receipt of the plans and specifications. Promptly after the Park District's receipt of the School District's written notice, representatives of the Park District and School District shall meet and confer to address and resolve the concern set forth in the School District's written notice. If the Park District and School District are unable to resolve the concern set forth in the School District's written notice. The Park District shall notify in writing the School District within seven days after receipt of the School District's written notice of its decision to terminate the Agreement. In the event the Agreement is so terminated, the School District shall reimburse the Park District for one half of the Park District's actual design costs reasonably incurred through the date of pre-construction termination or ten thousand dollars (\$10,000.00), whichever amount is less.

C. Contract Administration. The Park District shall administer the contracts in good faith and in accordance with the contract documents for the Turf Project. Before commencement of any work or delivery of any materials onto the School site, the Park District shall furnish the School District with final plans and specifications, names and addresses of contractors, copies of

contracts, necessary permits and indemnification in form and amounts satisfactory to the School District and 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.

Before commencing any work by an outside contractor, the Park District shall furnish the School District with general comprehensive liability insurance. The coverage and limits under the policies of insurance shall name the School District, its agents, officers and employees, their successors and assigns, as additional insureds. Additionally, the Park District shall cause its contractors and subcontractors to furnish the School District with certificates of insurance from all outside contractors performing labor or furnishing materials that insure the School District against any and all liabilities which may arise out of or be connected in any way with said additions, alterations, changes and improvements and the potential damage to the School site and site improvements and landscaping. Contractor insurance coverage language is attached hereto as Exhibit D.

The construction schedule(s) will be subject to mutual agreement by the Park District and the School District. The School District's approval of the construction schedule(s) shall not be unreasonably withheld.

D. Change Orders. During the course of construction of the Turf Project, certain alterations, modifications and resulting change orders from the final plans and specifications may be required. The Park District in consultation with the School District shall have sole discretion related to the approval or denial of change orders, not exceeding five (5) percent of the aggregate Turf Project cost. Any change order which increases or reduces the Turf Project cost beyond this five (5) percent figure must be mutually agreed to by the Park District and School District. The School District's approval of any such change order shall not be withheld.



**IV. Additional Costs.**

A. Operational Costs. The Park District shall be solely responsible for the Turf Project's operational costs, which include costs for turf maintenance of the Turf Project and the initial replacement of the turf field, if required.

B. Determination of Need to Replace Turf. The parties acknowledge that the turf will likely need to be replaced approximately 10-12 years after Turf Project construction completion. In the event the turf field(s) requires replacement during the Term of this Agreement, the Park District shall bear the sole cost and obligation of such replacement one time during the term of this Agreement. If the Agreement is terminated for any reason by the Park District (excepting Park District termination for a default by the School District under this Agreement), or as a result of the Park District's refusal to undertake the one-time replacement of the initial turf field installation at its sole cost described above, the Park District agrees that it shall, at the School District's option and election, pay the cost of removing the original turf field installation and returning the field to its original condition as a grass surface in accordance with the steps outlined in Exhibit E "Restoration Scope" attached hereto and incorporated herein by reference.

C. End of Term Restoration. At the end of the 25 year term, the Park District and the School District shall share equally in all costs incurred to remove the turf field and all related structures and materials and re-seed the affected area in accordance with the steps outlined in Exhibit E "Restoration Scope" attached hereto and incorporated herein by reference.

D. Grant Funding. The Park District acknowledges and agrees that it shall not apply for or utilize the proceeds of any federal or state grant in connection with the construction of any improvements to the Stadium which may restrict the School District's future use or disposition of the School property, without the express written consent of the School District.

**V. Lease Granted; Use of Stadium.**

A. Lease Granted

The School District hereby finds and determines that the Stadium & Field is not needed for School District purposes during the term of this lease, except as specified in Section V.B. The School District hereby leases to the Park District and Park District hereby accepts the Stadium & Field premises as described in Exhibit Aa.

B. Stadium Use.

1. Facility Use. Park District shall have sole and exclusive occupancy and possession from the Effective Date through the term of this Agreement, except as otherwise provided herein. The Park District may allow third party use of the synthetic turf fields at such time and on such conditions as it may permit, including but not limited to the Park District's affiliates. The School District will be allowed to use the synthetic turf fields for Monroe Middle School physical education classes and after school sports associated with Monroe Middle School during the regular school year (approximately 8:30 a.m. to 6:00 p.m., Monday through Friday), excluding summer school and all school holidays and vacations, and at such other times as are set forth in a "Master Use Schedule", each year that the Agreement is in effect. The Master Use Schedule for the first year of this Agreement is attached hereto as Exhibit B. The Park District shall be entitled to modes of ingress and egress to and from the Stadium during those times for the purpose of accessing the Stadium.

**VII. Insurance and Indemnification.**

A. Insurance. Each party, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Each party shall provide coverage that is at least as broad as:

1. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such A-rated companies as are reasonably acceptable to the School District and the Park District, but, in any event, no less than \$1,000,000.00 per occurrence and \$10,000,000.00 aggregate and an umbrella policy no less than \$3,000,000.00. Such insurance shall be evidenced by annually providing to the other party copies of the policies and/or certificates of insurance, naming the other party, its board, board members, employees and agents as an additional insured and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least 30 days advanced written notice by certified mail, return receipt requested, to the other party.

2. Casualty insurance in the amount of the full replacement cost of the party's property and betterments (including alterations or additions performed by a party to its property), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

3. Each party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the party employer and the other party shall have

no obligation whatsoever to provide workers' compensation for the other party's employees.

The Park District's participation in a risk management pool that provides coverage in the amounts specified in this Section VII shall constitute an acceptable substitute for the insurance coverages required herein, provided that the Park District furnishes the School District written evidence of its participation.

B. Indemnification. To the extent permitted by law, the School District and the Park District each agree to mutually indemnify, defend and hold harmless the other party and their respective board members, officers, employees, agents and successors from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees) and losses (collectively "Loss") where and to the extent the Loss arises out of the acts or omissions of the indemnifying party.

C. No Waiver of Tort Immunity Defenses. Nothing contained in this Section VII or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

#### **VIII. Miscellaneous Provisions.**

A. No Assignment. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party.

B. Successors. This Agreement shall be binding upon the successors of the parties' respective governing boards.

C. Relationship of the Parties; No Third Party Beneficiaries. Nothing in this Agreement shall be construed to consider any party or its respective employees, volunteers or agents as the agents or employees of any other party. Nothing contained in or done pursuant to

this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the School District and the Park District. Notwithstanding any provision herein to the contrary, 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 or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District and/or Park District.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the matters contained in this Agreement and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal.

E. Default and Termination. In the event that one party believes the other to be in material default under this Agreement, the non-defaulting party, acting through its chief administrator, shall notify the defaulting party in writing and allow the defaulting party 30 days from the date of receipt of notice to cure the default. If the default is not then cured, the non-defaulting party may terminate the Agreement by serving written notice on the defaulting party and termination of the Agreement shall take effect 30 days after receipt of the notice by the party in default. In the event of termination, the School District may be required to reimburse the Park District for its contribution to the project as follows:

1. For a termination of this Agreement not resulting from a material default by the Park District, the School District shall pay to the Park District a sum equal to the total cost of design and construction reduced on the basis of a 12 year straight line depreciation of said amount from the construction completion date until the date of termination as its contribution to the cost of the remaining life of the Turf field.

2. For a termination of this Agreement resulting from a material default by the Park District, the School District shall not owe the Park District any termination payment.

3. For a termination of this Agreement resulting from a voluntary decision by the Park District to so terminate, or the Park District's refusal to undertake a replacement of the initial turf field installation at its sole cost during the term of this Agreement pursuant to Section IV B above, the School District shall not owe the Park District any termination payment; however, the Park District agrees that it shall, at the School District's option and election, pay the cost of removing the original turf field installation and returning the field to its original condition as a grass surface, as noted in Section IV.B. above. In addition, the School District specifically reserves the right to terminate this Agreement upon not less than one calendar year prior written notice to the Park District, if the School District determines in its sole discretion, that the School is no longer required for school purposes and should be sold, provided the School District pays to the Park District a sum equal to the amount set forth in subparagraph 1 above, as may be applicable. Prior to exercising its right to terminate under this subsection, the School District's Board of Education shall adopt a resolution or ordinance setting forth its determination that the School is no longer required for school purposes and should be sold. Termination shall not occur unless and until closing on the School District's sale of the School.

F. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid or by a national overnight courier, addressed:

If to the School District, to:

130 West Park Avenue  
Wheaton, Illinois 60189  
Phone: (630) 682-2000  
Fax: (630) 682-2227  
Attn: Superintendent

If to the Park District, to:  
Wheaton Park District  
102 E. Wesley Street  
Wheaton, Illinois 60187  
Attn: Executive Director

G. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the parties.

H. Compliance with Law. The parties shall comply with all applicable local, county, State and federal laws and regulations, including without limitation those regarding the provision of education services and facilities and student confidentiality.

I. Taxes. If the Stadium & Field, or any part thereof, is determined to be used for non-exempt purposes and becomes subject to taxation as a result of the Park District's permitted use thereof, the Park District shall be responsible for the payment of any real estate or leasehold taxes assessed as a result of such permitted use, and said taxes shall constitute an additional obligation due hereunder and shall be payable by the Park District at the time said taxes are due. The School District and the Park District shall each have the right to challenge, at their own expense, any loss of tax exempt status of the Stadium & Field.

J. Authority to Execute. The parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

K. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation,

under this Agreement falls on a Saturday, Sunday, federal, State or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State or School District holiday.

L. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

M. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

N. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

O. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties' signs as set forth below the signature of their duly authorized representatives.

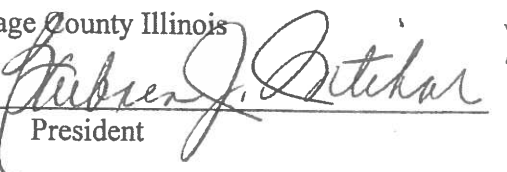
**BOARD OF COMMISSIONERS  
WHEATON PARK DISTRICT**  
DuPage County, Illinois


By:   
President

Attest: 

Dated: July 17, 2013

**WHEATON WARRENVILLE  
COMMUNITY UNIT SCHOOL  
DISTRICT NO 200**

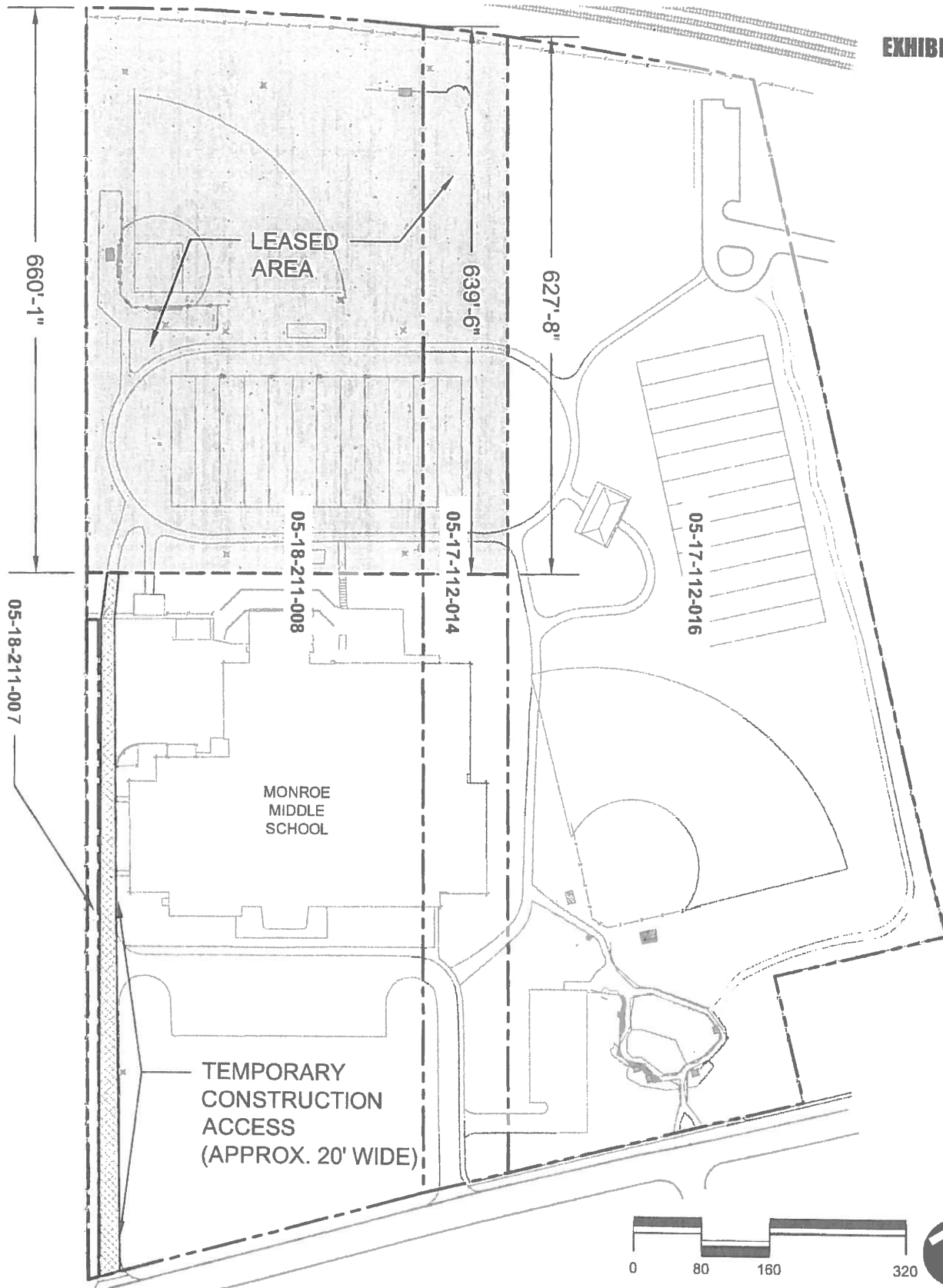
DuPage County Illinois  
By:   
President

Attest: 

Dated: July 17, 2013



**EXHIBIT Aa**  
**STADIUM AND FIELD DESCRIPTION AND PIN NUMBERS**



**WHEATON  
PARK DISTRICT**

102 E. WEXLEY WHEATON IL 60107  
1830 605-4700

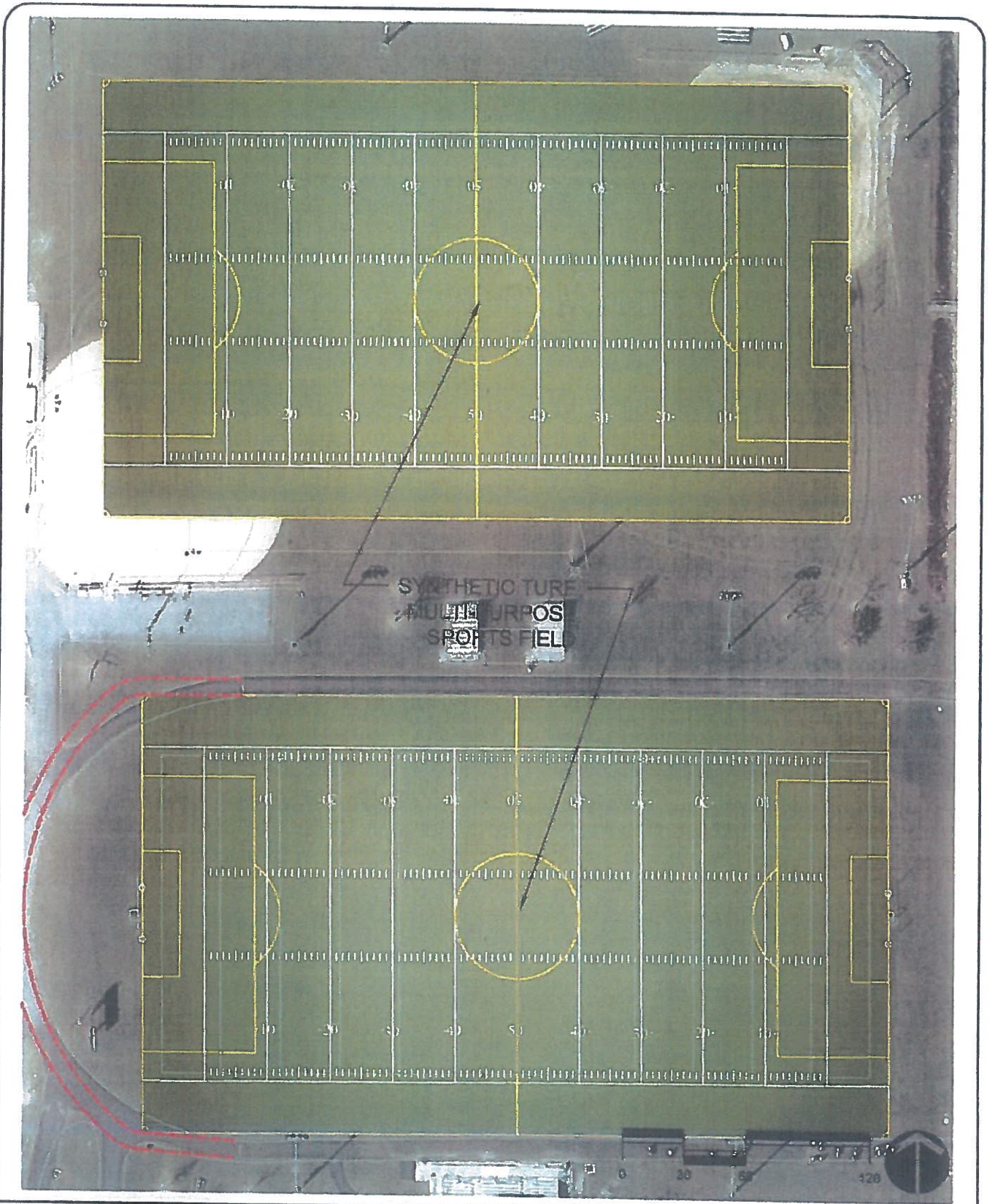
**GRAF PARK & MONROE MIDDLE SCHOOL  
SYNTHETIC TURF LEASED AREA**

1

Sheet 1 of 1

|  |                        |
|--|------------------------|
| Drawn by: <b>SMH</b>                   | revised by: <b>SMH</b> |
| date: <b>3/13</b>                      | date: <b>5/5/14</b>    |
| checked by:                            | revised by:            |
| date:                                  | date:                  |
| file name: graf_monroe_2013.apr        | printed by:            |
| path: g:\p1114-03\graf_monroe_2013.apr | date:                  |

**EXHIBIT B**  
**PROJECT RENDERING**



SYNTHETIC TURF  
MULTIPURPOSE  
SPORTS FIELD



**WHEATON  
PARK DISTRICT**  
162 E. HICKLEY WHEATON, IL 60197  
(630) 865-4710

**GRAF PARK & MONROE MIDDLE SCHOOL  
SYNTHETIC TURF FIELD  
FIELD PLAN**

|            |      |              |      |
|------------|------|--------------|------|
| <b>1</b>   |      | Sheet 1 of 1 |      |
| drawn by   | date | revised by   | date |
| checked by | date | revised by   | date |
|            |      | revised by   | date |
|            |      | revised by   | date |

**EXHIBIT C**  
**MASTER USE SCHEDULE**

1. The Wheaton Park District shall have control of use and scheduling of the Turf Field(s) and ancillary Stadium elements.
  
2. The School District shall not have the use of the Turf Field(s) for non-Monroe Middle School extra-curricular games and practices except upon the prior approval of the Park District's athletic director.

**EXHIBIT D**  
**CONTRACTOR INSURANCE REQUIREMENTS**

## Exhibit D

**CONTRACTOR'S INSURANCE REQUIREMENTS.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries, sickness to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, of the types and in the amounts listed below.

**§11.1.1 Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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, 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 contract (including the tort liability of another assumed in a business contract). Owner and Architect 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 Owner and Architect. 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.

**§11.1.2 Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

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

**§11.1.4 Workers Compensation Insurance.** Contractor 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 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner 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 Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

**§11.1.5 Contractor's Obligation to Insure for Bodily Injury Claims.** In addition to the above, the Owner will require all Contractor's to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

**§11.1.6 General Insurance Provisions**

.1 Evidence of Insurance Prior to beginning work, Contractor shall furnish Owner 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

.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. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

.3 Cross-Liability Coverage. If Contractor'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 Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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.

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

## **§11.2 PERFORMANCE AND PAYMENT BONDS**

§ 11.2.1 The Contractor shall deposit with the Owner before commencing any Work an *AIA A312-2010 Performance Bond and Payment Bond* for 110% of the Contract Sum, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage in accordance with paragraph 13.8.1, and guarantee correction of work for a period of one (1) year after final payment. The Surety must be approved by the Owner, and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury.

§ 11.2.2 The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

## **§ 11.3 PROPERTY INSURANCE**

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is



earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.1.1 Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Owner shall not be required to provide coverage for other perils unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 11.3.1. The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

§ 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor Subcontractors and Sub-subcontractors in the Work, and the Owner and the Contractor shall be named insureds.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§11.3.11 Notwithstanding any provision contained in Section 11.3 including paragraphs 11.3.1 through and including 11.3.11, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

**EXHIBIT E**  
**RESTORATION SCOPE**

- Removal of Turf/rubber piles, stone (top 4" of material only)
- Haul-off & Disposal
- Topsoil import
- Topsoil re-spread and seed

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Community Center Parking Lot – EV Charging

DATE: September 4, 2024

---



**SUMMARY:**

The recent construction of the Community Center parking lot included installation of four EV chargers. Per direction provided in Change Order 3, Tesla’s level 2 Universal chargers were installed and have been operational for several weeks.

Currently there is no cost for charging like many public charging stations in the area (see attached summary). The Tesla app that these units operate through allows us to require a fee for charging. To do this we would need to accept their customer billing services agreement which includes a \$0.01 per kWh fee for this service in addition to whatever we determine an appropriate rate is.

**PREVIOUS COMMITTEE/BOARD ACTION:**

Change Order 3 was approved by the board of commissioners in April 2024 providing direction to install the Tesla chargers.

**REVENUE OR FUNDING IMPLICATIONS:**

As noted previously, the cost of electricity to the four charging stations if they were all used during our operating hours is estimated at less than \$30/day at current rates. A more likely cost would be half of this amount. These calculations are provided in the attached correspondence with our engineer.

Our cost of electricity varies, but on average is \$0.113 per kWh. With an average vehicle drawing 7.2 kW, this would equate to just over \$0.80 cents per hour when someone is parked and charging.

Reviewing websites used to locate area chargers, of those within 5 miles of Wheaton approximately 44% assess a fee and approximately 56% across DuPage County. Of those that assess a fee, the cost ranges from \$0.20 - \$0.49 per kWh with an average of \$0.32 per kWh.

**STAKEHOLDER PROCESS:**

Staff at the Community Center have received several comments indicating that those using the chargers should be required to pay for this service.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

Tesla Wall Connector Customer Billing Services Agreement

Data related to fees assessed in our area

Wight Correspondence regarding EV options and costs

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff seeks the Wheaton Park District Board of Commissioners direction on implementing a fee for the charging stations at the Community Center.



**WALL CONNECTOR CUSTOMER BILLING SERVICES AGREEMENT (US)**

This WALL CONNECTOR CUSTOMER BILLING SERVICES AGREEMENT (this “Agreement”) is entered into by the parties below (each, a “Party” and together the “Parties”) as of the date signed by Tesla (the “Effective Date” and is comprised of (i) the Key Terms (the “Key Terms”), and (ii) the terms and conditions attached as Schedule 1.

|  |   |                       |  |
|--|---|-----------------------|--|
| <b>Key Terms</b>   |   |                       |  |
| These Key Terms set out the scope of this Agreement and certain key terms. |   |                       |  |
| <b>Parties:</b>  |   |                       |  |
| <b>Tesla:</b>  | <b>Tesla, Inc. (“Tesla”)</b><br>1 Tesla Road<br>Austin, TX 78725  | <b>Company:</b>       | Wheaton Park District a Wholesale organized under the laws of IL |
| Notice Email Address:  | Destinationcharging@tesla.com   | Notice Email Address: | rsperl@wheatonparks.org  |
| <b>Equipment:</b>  | Tesla Wall Connectors, purchased by Company and identified at any given time in Company’s Tesla for Business Account (“ <u>Tesla Account</u> ”).<br><br>Wall Connectors identified in Company’s Tesla Account are listed by serial number and may be added or removed from time to time. Company acknowledges and agrees that Wall Connectors added to Company’s Tesla Account at a later date will be subject to this Agreement. |                       |  |
| <b>Equipment Location:</b>   | 1777 S. Blanchard Rd, Wheaton, Illinois 60189   |                       |  |
| <b>Billing Services:</b>   |   |                       |  |
| <b>Billing Services Term:</b>  | The initial term is two (2) calendar years from the Effective Date and shall automatically renew for successive periods of one (1) year (the “ <u>Billing Services Term</u> ”), unless earlier terminated in accordance with this Agreement.  |                       |  |
| <b>Billing Services Fee:</b>   | US \$0.01 per kWh (rounded down to the nearest cent).   |                       |  |
| <b>Invoice Timing:</b>   | Within 30 days after the end of each calendar year during the Billing Services Term.  |                       |  |
| <b>Payment Details:</b>  |   |                       |  |
| <b>Payment Terms:</b>  | Billing Services Fee due Net-30 days from the date of invoice.  |                       |  |
| <b>Attachments:</b>  |   |                       |  |
| Schedule 1:  | Standard Terms & Conditions   |                       |  |
| <b>Special Terms &amp; Conditions:</b>                                     |   |                       |  |
| [None]   |   |                       |  |

EXECUTED by the Parties on the Effective Date.

Wheaton Park District

To be electronically Accepted.

By clicking "Accept", Company agrees to this Wall Connector Customer Billing Services Agreement, including the Attachments.

**TESLA, INC.**

*George Bahadue*

(SIGNATURE)

**George Bahadue**

(PRINT NAME)

**Sr. Manager, Site Acquisition and Business Development**

(PRINT TITLE)

**Schedule 1**  
**Standard Terms & Conditions**

1. **Billing Services; Billing Services Term.** Tesla shall enable Tesla's customer billing services on the Equipment at the Equipment Location to permit pay-per-use charging of the Equipment owned by Company (the "Billing Services"). Tesla shall charge customers directly for charging sessions using the Equipment at the Equipment Location and remit to Company payments received by Tesla from customers in accordance with Sections 4 and 5.
2. **Customer Pricing.** Company shall specify the pricing rate it wishes to charge customers for use of a Wall Connector to charge an electric vehicle in Company's Tesla Account. The pricing unit, however, shall be set by Tesla as an amount of money per kWh of energy delivered to the vehicle. If Company wishes to adjust the pricing rate at a later date, Company shall do so in Company's Tesla Account.
3. **Customer Accounts and Customer Service.** Tesla shall provide a method for Company's customers to create an account with Tesla for billing and payment. Tesla shall charge Company's customers through such account and may do so either on a per transaction or periodic basis, as determined by Tesla in its sole discretion.
4. **Customer Billing Statements.** After the end of each calendar quarter of the Billing Services Term, Tesla shall deliver to Company a customer billing statement ("Customer Billing Statement") for Equipment at the Equipment Location. Each Customer Billing Statement will indicate the aggregate number of charge sessions recorded at the Equipment Location, the amount of electricity consumed in each charge session, the duration of each charge session if customer billing is on a per minute or hour basis, the unit price and the amount billed to the customer for each charge session, Tesla's Billing Services Fee earned from Company during the quarter for the Customer Billing Service, and the total amount that Tesla will remit to Company for the Equipment Location. Any customer information provided to Company will be anonymized and limited to the extent necessary to comply with Tesla's privacy policy.
5. **Remittance and Objections.** If Company objects to a Customer Billing Statement, Company shall provide notice of such objection within thirty (30) days of the applicable Customer Billing Statement date. A Customer Billing Statement is deemed accepted if Company does not object in accordance with the foregoing. If Company accepts the Customer Billing Statement or fails to object within the time period specified in this Section 5, Tesla shall remit to Company the amount indicated in the Billing Statement within thirty (30) days after such acceptance. Notwithstanding anything to the contrary herein, Tesla reserves the right, in its sole discretion, to set-off any undisputed amounts owed by Company that Company has failed to timely pay as provided in Section 6.
6. **Price; Invoicing; Payment.** As compensation for Tesla's performance of its Billing Services obligations under this Agreement, Company shall pay to Tesla the Billing Services Fee referenced in the Key Terms for all Company Billing Statements as described under Sections 4 and 5. Tesla shall send all Billing Services Fees invoices by electronic mail to the address of Company shown in the Key Terms. Company shall pay any undisputed invoices in accordance with the Payment Terms by wire transfer or, if other than wire transfer, other electronic means approved by Tesla. Company shall notify Tesla of any invoice dispute by providing notice within thirty (30) days of the due date for the Billing Services Fee and including substantiating documentation.
7. **Taxes.** Company shall be responsible for any taxes arising from or relating to amounts payable by Company to Tesla under this Agreement. Where required by law, unless Company furnishes to Tesla lawful evidence of exemption, Tesla will invoice Company for the amount of any such tax and remit such amount to the applicable taxing authority. If Company is required by law to deduct or withhold any amount of tax from a payment to Tesla, Company shall (a) promptly remit such amount to the applicable taxing authority and provide Tesla with a receipt for such remittance and (b) increase the amount of its payment to Tesla by the amount necessary to ensure Tesla receives the full amount which it would have received if no deduction or withholding had been made.
8. **Late Payments.** Company shall pay interest on late payments at the lesser of the rate of 2.0% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Company shall reimburse Tesla for all costs incurred in collecting any late payments, including legal fees and costs.
9. **No Set-off Right.** Except as provided in Section 5, any claim for money due or to become due from a Party under this Agreement shall not be subject to deduction or set-off by such Party against any amount due or to become due to such Party from the other Party or its Affiliates, whether relating to a claim under this Agreement or relating to any other transaction.

10. Remote Connection; Monitoring.

- (a) Company acknowledges and agrees that it is required to maintain a wired or wireless communication pathway between Tesla's servers and the Equipment. Additionally, Company acknowledges and agrees that charging will only be made available to Company's guests, customers or residents that have cellular connectivity or wireless connections on their phones and that Company may need to provide a wireless connection to its guests, customers or residents to enable charging sessions. Accordingly, Tesla shall not be liable under this Agreement for unavailability of charging sessions to Company's guests, customers or residents.
- (b) Company hereby grants the following rights to Tesla and its agents, employees and subcontractors, and agrees to ensure that such rights are not interfered with by any third party (including, without limitation, the owner or lessee of the Equipment Location, if different from Company):
  - i. The ability to remotely monitor the operation and overall performance of the Equipment and provide remote firmware and software upgrades to the Equipment. To facilitate such remote monitoring, Company shall maintain a wired or wireless communication pathway between Tesla's servers and the Equipment at its sole cost and expense.
  - ii. Company further acknowledges that a wired or wireless communication pathway between Tesla's servers and the Equipment is absolutely necessary to permit pay-per-use charging and Tesla's provision of Billing Services as contemplated by this Agreement, and Company shall be obligated to maintain and restore the wired or wireless communication. If Company does not maintain a wired or wireless communication pathway or that connection is unavailable for any reason, Tesla will not be able to record the charging session. As such, Company will not be compensated for any charging sessions that are not recorded for this reason, nor will Tesla be liable to Company for any other compensation under this Agreement for such sessions.

11. Services Standard.

- (a) Tesla will perform Billing Services in a good and workmanlike manner.
- (b) TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE BILLING SERVICES OR ANY OTHER PERFORMANCE OBLIGATIONS AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

12. Company Termination. Company may terminate this Agreement:

- (a) for convenience by providing at least thirty (30) days' prior written notice to Tesla; and
- (b) by written notice to Tesla if (a) Tesla has breached any material provision of this Agreement and the breach is not cured within thirty (30) days after Tesla's receipt of written notice thereof from Company; or (b) Tesla becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors (each, an "Insolvency Event").

13. Tesla Termination. Tesla may terminate this Agreement:

- (a) for convenience by providing at least thirty (30) days' prior written notice to Company; and
- (b) by written notice to Company if (a) Company fails to pay any undisputed amount when due under this Agreement and the failure is not cured within ten (10) days after Company's receipt of written notice thereof from Tesla; (b) Company has breached any material provision of this Agreement, including without limitation Company's failure to comply with the terms of this Agreement, and the breach is not cured within thirty (30) days after Company's receipt of written notice thereof from Tesla; or (c) an Insolvency Event occurs with respect to Company.

14. Effect of Termination.

- (a) If Company terminates this Agreement in accordance with Section 12, Tesla shall issue a final Customer Billing Statement and remit any amounts due to Company for any charging sessions prior to such termination.
- (b) If Tesla terminates this Agreement in accordance with Section 13, Customer shall pay for any Billing Services performed by Tesla prior to termination. Additionally, if Tesla terminates in accordance with Section 13(b) for Company's failure to comply with the terms of this Agreement, Company shall reimburse Tesla for any costs incurred by Tesla.



15. General Compliance with Laws; Approvals. Each Party shall comply with all laws applicable to the performance of this Agreement. Company shall obtain all approvals, certifications, licenses, consents and permits required by any applicable law, governmental authority, individual or entity (collectively, "Approvals") in connection with the use of the Equipment and to allow pay-per-use charging at the Equipment Location. Tesla shall obtain all Approvals with respect to the performance of its obligations under this Agreement.
16. Anti-Bribery Laws. Each Party shall, at its own expense, comply with all laws applicable to its business and the performance of this Agreement (including the U.S. Foreign Corrupt Practices Act 1977 (the "FCPA") and other applicable laws related to anti-bribery and anti-corruption; laws related to money laundering, anti-terrorism and trade embargoes; and laws relating to the privacy, security and protection of personal data). As of the Effective Date, (a) neither Party has any employees who are foreign officials as defined under the FCPA, and (b) no foreign official as defined under the FCPA has any legal or beneficial interest in a Party (or, if a Party or its direct or indirect parent company is a publicly listed company, a more than 5% legal or beneficial interest in such Party). Each Party shall promptly notify the other Party in writing in the event any of the foregoing representations would be untrue if made at any time during the Agreement Term. Each Party acknowledges that any violation of this Section 16 constitutes just cause for immediate termination of this Agreement by the other Party.
17. Economic Sanctions Laws; Export Control Laws. Company shall not (a) directly or indirectly export, re-export or otherwise transfer the Equipment or any part thereof or (b) broker, finance or otherwise facilitate any transaction involving the Equipment, in violation of any economic sanctions laws administered by the Office of Foreign Assets Control of the U.S. Treasury Department or any other governmental authority imposing economic sanctions and trade embargoes against designated countries, entities or persons. Company shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release the Equipment, any part thereof, or any software, documentation or related technical data included with or contained in the Equipment, in violation of applicable export control laws.
18. Proprietary Rights. As between the Parties, Tesla shall remain the sole and exclusive owner of any and all patents, trademarks, copyrights, mask work rights, trade secrets and any other intellectual or proprietary rights ("Proprietary Rights") associated with the Equipment or any parts or derivations thereof. If the Equipment includes any embedded software, Tesla hereby grants to Company a limited, non-exclusive, non-sublicensable, non-transferable license to use such software solely in the operation of the Equipment as originally offered by Tesla. Except for the foregoing, no license or other right to Tesla's Proprietary Rights is granted or implied hereby.
19. General Indemnity. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable attorneys' fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party or its Representatives in connection with the Equipment or the performance of this Agreement; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws and any applicable export control laws. Company shall defend, indemnify and hold harmless Tesla and its Representatives from and against all Losses resulting from any Claim whatsoever that arises in connection with breaches of this Section 19(a)-(b) or Company's failure to install or operate the Equipment in compliance with the applicable Tesla Wall Connector product guide(s) located at: <https://www.tesla.com/support/charging/product-guides>.
20. IP Indemnity. Tesla shall indemnify, defend and hold harmless Company from any Losses arising out of any Claim alleging that the Equipment infringes the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Company to the extent the Claim arises out of: (a) use of the Equipment in combination with any other products, materials or equipment not expressly authorized by Tesla in circumstances where the infringement would have been avoided by the use of the Equipment not so combined; or (b) any modifications or changes made to the Equipment other than by Tesla in circumstances where the infringement would have been avoided without such modifications or changes. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim in accordance with Section 21, and this shall be the sole and exclusive remedy available to Company in respect of such Claim.
21. Indemnification Procedures. The indemnified Party will give the indemnifying Party prompt written notice of any claim

for which indemnification is sought under Section 19 or Section 20. Failure to give prompt notice will not diminish the indemnifying Party's obligations under this Section 21 to the extent such failure does not materially prejudice the indemnifying Party's ability to defend the claim. The indemnifying Party shall control the defense of the claim, and the indemnified Party may participate in the defense at its own expense with counsel of its choice. The indemnified Party shall make available information and assistance as the indemnifying Party may reasonably request, at the indemnifying Party's expense. The indemnifying Party may not, without the prior written consent of the indemnified Party, (a) consent to any judgment or settlement that (a) provides for injunctive or other non-monetary relief affecting the indemnified Party or its Representatives or (b) does not provide for an unconditional and full release of the indemnified Party and its Representatives. If the indemnifying Party, within a reasonable time after receipt of a request for indemnification, fails to take reasonable steps to defend indemnified Party or its Representative against a claim, the indemnified Party may undertake the defense of such claim without waiving its rights and remedies under this Agreement.

22. Limitation of Liability.

- (a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- (b) NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL EXCEED THE LOWER OF (1) THE AGGREGATE AMOUNT OF BILLING SERVICES FEE(S) PAID OR PAYABLE BY COMPANY FOR BILLING SERVICES PERFORMED DURING THE CALENDAR YEAR PRIOR TO THE DATE THAT THE CLAIM ARISES, OR (2) ONE HUNDRED-THOUSAND DOLLARS (US \$100,000).
- (c) THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 22 SHALL NOT APPLY TO: (1) COMPANY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT INCLUDING THE BILLING SERVICES FEE(S) AND OTHER AMOUNTS PAYABLE BY COMPANY UNDER THIS AGREEMENT, (2) EITHER PARTY'S BREACH OF ITS OBLIGATION IN SECTION 23; (3) COMPANY'S VIOLATION OF A TESLA'S INTELLECTUAL PROPERTY RIGHTS; (4) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER SECTION 19; OR (5) DAMAGES ATTRIBUTABLE TO EITHER PARTY'S INTENTIONAL TORTS OR GROSS NEGLIGENCE.

23. Confidentiality & Publicity.

- (a) Each Party shall hold in confidence the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to it by the other Party in connection with this Agreement, including technical, scientific, business or financial information ("Confidential Information") during the term of this Agreement and for a period of three (3) years following the expiration or early termination of this Agreement. All non-public, confidential or proprietary information of Tesla, including specifications, designs, plans, drawings, data, pricing, discounts or rebates, disclosed by Tesla to Company in connection with this Agreement, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" or "proprietary", is Confidential Information for purposes of this Agreement. Notwithstanding the foregoing, Company and Tesla may disclose the following categories of information or any combination thereof: (i) Confidential Information which was in the public domain prior to receipt thereof by such Party or which subsequently becomes part of the public domain by publication or otherwise except by a wrongful act of such Party or its Affiliates, subcontractors, employees, directors, officers, agents, advisers or representatives; (ii) Confidential Information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation; (iii) Confidential Information received by such Party from a third party having no obligation of confidentiality with respect thereto; (iv) Confidential Information at any time developed independently by such Party without the use or benefit of any Confidential Information; (v) Confidential Information disclosed pursuant to and in conformity with applicable law or a judicial order or in connection with any legal proceedings; provided that the Party required to disclose such information shall give prior notice to the other Party of such required disclosure and, if so requested by the other Party, shall use all reasonable efforts to oppose or narrow the scope of the requested disclosure as appropriate under the circumstances or to seek, through a protective order or other appropriate mechanism, to maintain the confidentiality of the Confidential Information (the reasonable and necessary documented out-of-pocket costs of which shall be reimbursed by the Party requesting such efforts); and (vi)

Confidential Information disclosed to Affiliates, subcontractors, employees, directors, officers, agents, advisors or representatives of each Party that have a need to know such Confidential Information in connection with the performance of this Agreement; provided that (a) such persons are informed of the confidential nature of the Confidential Information and are contractually bound to, or subject to a professional ethical duty that requires them to, treat the Confidential Information confidentially under terms no less protective than the terms of this Section 23(a), and (b) the Party disclosing such information shall be liable to the other for any disclosure by such person in violation of the terms of this Section 23(a). Tesla may share de-identified or anonymous data with Company with respect to any information provided on a Customer Billing Statement or otherwise, which does not directly identify the data subject(s), such as individuals, vehicles, products, or entities. Company may not, and may not attempt to, identify any data subject.

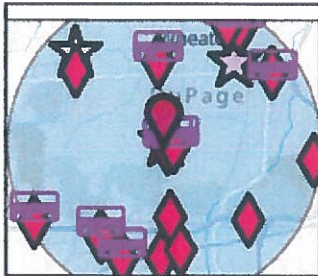
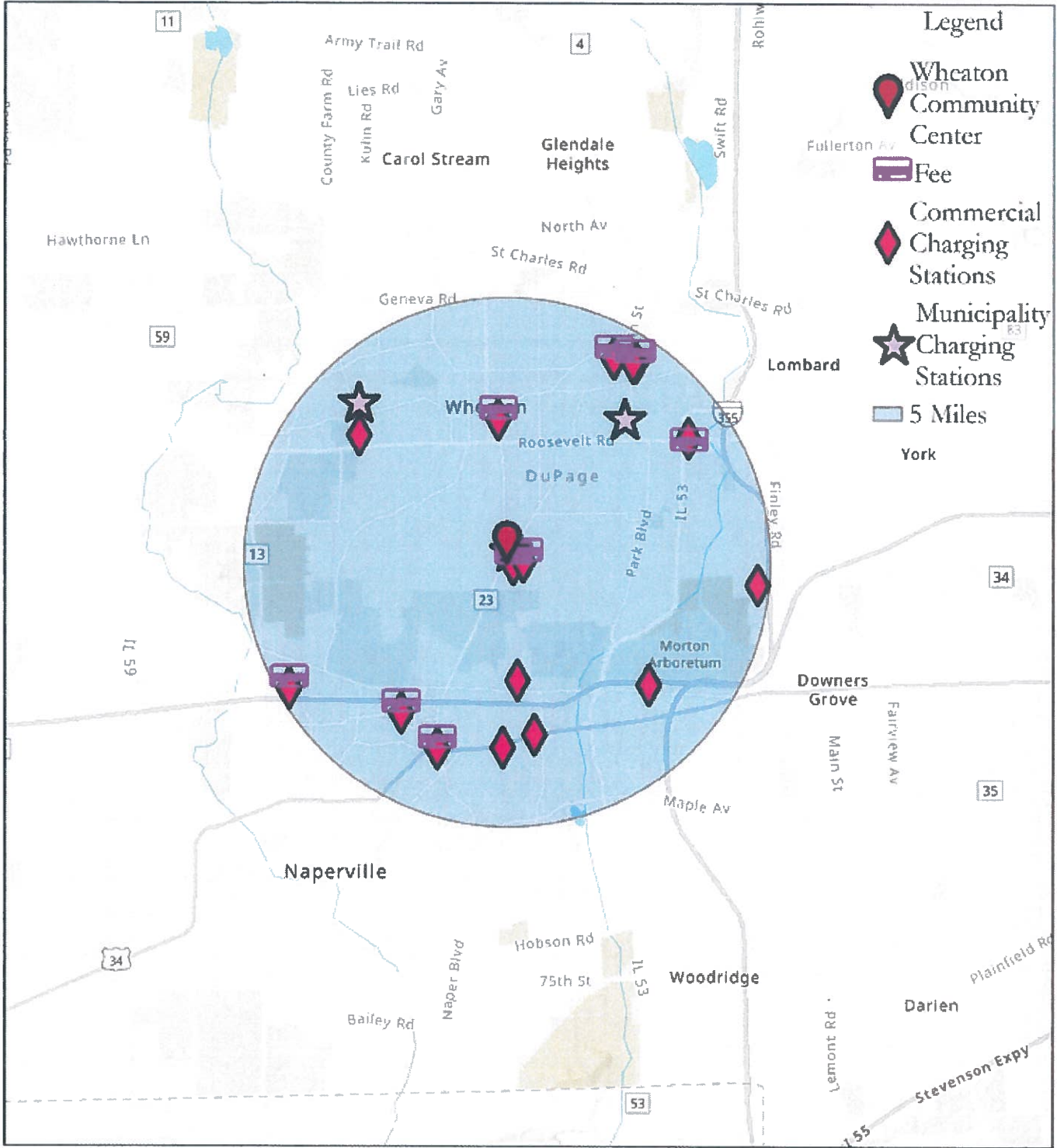
- (b) Neither Party shall advertise or publicize that the Parties have entered into this Agreement, or use the other Party's name, mark or logo in any document or communication published in electronic or paper form without the prior written consent of the other Party, except that (i) Tesla is permitted to identify Company's name, and the Equipment Location on the Tesla website, Tesla app or in Tesla vehicles in connection with charging locations, at its sole discretion, and (ii) Company may publicly indicate by name, but not trademark or logo, to indicate that "Tesla Destination Chargers" or "Tesla Wall Connectors" are located on the Property. This provision shall not prohibit a Party from making any public disclosure or filing that it determines in good faith is required by law or the rules of the stock exchange on which its shares, or the shares of its direct or indirect parent company, are listed.

24. Governing Law; Disputes. This Agreement shall be governed by the laws of the State of Texas. Any dispute relating to this Agreement shall first be referred to the Parties' senior level management for resolution. If the Parties' senior level management are unable to resolve the dispute within twenty (20) days, then either Party may take the dispute to binding arbitration under the Streamlined Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The arbitration shall be conducted by a single arbitrator in English and in Austin, Texas. The existence, content and result of the arbitration shall be held in confidence by all participants. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief in connection with a breach by the other Party of its obligations in Section 23, and in the case of Tesla, an infringement of Tesla's Proprietary Rights.
25. Entire Agreement; Severability. This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements between the Parties regarding its subject matter. If any provision is illegal or unenforceable, it shall be interpreted so as to best accomplish the objective of the original provision, and the remaining provisions shall remain in full force and effect.
26. Assignment. Neither Party may assign its right or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section 26 is null and void. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties.
27. Cumulative Remedies. Except as specifically set out in this Agreement, all rights and remedies provided under this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
28. Expiry; Survival. Unless terminated earlier in accordance with its terms, this Agreement shall expire with the expiration of the Billing Services Term. Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.
29. Force Majeure. Neither Party will be responsible, liable for, or deemed in breach of this Agreement because of any delay in the performance of their respective obligations under this Agreement due solely to circumstances beyond their reasonable control and without the fault or negligence of the Party experiencing the delay, including, but not limited to: acts of God; unusually severe weather conditions; strikes or other labor difficulties; war; riots; terrorism; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required

permits or licenses; pandemic or epidemic; accident; fire; flood; damage to or breakdown of necessary facilities; or transportation delays or accidents (each a "**Force Majeure Event**"). A Party experiencing a Force Majeure Event shall exercise due diligence in endeavoring to overcome or minimize the Force Majeure Event's impact on its performance, but settlement of any labor difficulties will be entirely within the discretion of the Party experiencing the labor difficulties.

A Party that is affected by a Force Majeure Event shall promptly give oral notification to the other Party. If the event is still ongoing, written notifications must follow within thirty (30) days containing a full and complete explanation of the Force Majeure Event to the extent known, its cause, the resulting delay, the status of the Force Majeure Event, and the actions the Party affected by the Force Majeure Event is taking and proposes to take to overcome or minimize the impact of the Force Majeure Event on its performance pursuant to this Agreement. If performance by either Party is delayed due to a Force Majeure Event, the time for such performance will be extended for a period of time reasonably necessary to overcome the effect of the delay, subject to either Party's right to terminate this Agreement. Notwithstanding anything to the contrary herein, a Force Majeure event shall not delay either Party's respective payment obligations under this Agreement.

30. Amendment and Modification; Waiver. No amendment or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver of any provision of this Agreement is effective unless it is in writing and signed by the Party granting the waiver.
31. Relationship of the Parties. The Parties are independent contractors. This Agreement is not intended to create any partnership, joint enterprise, employment, agency or fiduciary relationship between the Parties. Neither Party has, or shall act in a manner that implies it has, the authority to contract for, or bind, the other Party.
32. No Agency or Representation. Neither Party is acting as the other Party's agent or representative in connection with any customer. Tesla fully earns its Billing Services Fee upon charging a customer for use of the Equipment. Tesla does not collect or hold any money in trust for Company or on behalf of Company. Tesla's obligation to remit money to Company in connection therewith is a payment obligation.
33. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall confer any rights or remedies on any other person.
34. Notices. All notices under this Agreement shall be in writing and shall be sent to the Notice Address given for Tesla and Company in the Key Terms, or such other address as either Party may notify the other Party in writing from time to time.
35. Representations. Each Party represents and warrants to the other Party that (a) it is a legal entity, duly organized and in good standing under the laws of its jurisdiction of incorporation; (b) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; (c) the execution, delivery and performance of this Agreement (i) is within its powers, (ii) has been duly authorized by all requisite action and (iii) will not violate any agreement, commitment, certificate or other document to which it is a party or by which any of its assets may be bound or affected. Company further represents and warrants to Tesla that all financial information that it has provided to Tesla is true and accurate and fairly represents Company's financial position as at the date it was provided and that it has the legal right to provide all personal data and information that it discloses to Tesla in connection with this Agreement, including, without limitation, information related to its customers.
36. Counterparts. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A .pdf of an original signature or electronically signed version transmitted to the other Party is effective as if the original was sent to the other Party.



**EV Charging Stations Within a 5-Mile Radius of the Wheaton Community Center**

City of Wheaton, County of DuPage, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, Esri, NASA, NGA, USGS, City of Wheaton, County of DuPage, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

**2024**



## DuPage County Communities

| City             | Level 2    | % Assess Fee    |
|------------------|------------|-----------------|
| Wheaton          | 2          | 0%              |
| Addison          | 11         | 73%             |
| Bloomingtondale  | 4          | 100%            |
| Carol Stream     | 2          | 100%            |
| Downers Grove    | 21         | 81%             |
| Elmhurst         | 17         | 35%             |
| Glen Ellyn       | 16         | 50%             |
| Glendale Heights | 2          | 100%            |
| Lombard          | 16         | 50%             |
| Naperville       | 63         | 19%             |
| Oak Brook        | 40         | 15%             |
| Villa Park       | 0          | 100%            |
| Willowbrook      | 5          | 0%              |
| <b>Total</b>     | <b>199</b> | <b>Avg. 56%</b> |

RE: Wheaton CC - EV Chargers



Benson, Shawn <sbenson@wightco.com>

To Steve Hinchee

Cc Rob Sperg; Evans, David



Thu 3/7/2024 12:47 PM

There will be a lot of assumptions in the calculation. Level 2 charger power range from 3 kW to 22 kW, the best source I can find is from EERE stats "Most electric vehicles charging at home on a 240-volt level 2 charger will draw about 7,200 watts or less." (<https://www.energy.gov/eere/vehicles/articles/fact-995-september-18-2017-electric-vehicle-charging-home-typically-draws#:~:text=Most%20electric%20vehicles%20charging%20at,water%20heater%20uses%204%2C500%20watts.>)

$7.2 \text{ kW} \times 4 \times 9 \text{ hr/day} \times 0.1132 \text{ \$/kWh} \times 365 \text{ days/yr} = \$10709.6 / \text{year}$

But of course this is a very ideal calculation, meaning the charger is working all the time, which is not true. Most people will just leave the car there, they will not move their car right after it's fully charged and plug a new car into it.

So here is another more realistic calculation.

Tesla Model 3 capacity is 57.5 kWh. Assuming on average 4 model 3 arrive the charging station with half battery, and they will park in the charging spot for full day. The calculation becomes:

$57.5 \text{ kWh} \times 0.5 \times 4 \times 365 \text{ days/yr} \times 0.1132 \text{ \$/kWh} = \$4751.57 / \text{year}$

This result is heavily dependent on occupancy behavior.

Shawn Benson, PE, LEED AP  
Director of Land Development  
Wight & Company  
2500 North Frontage Road  
Darien, IL 60561  
630.969.7000 | d 630.739.6943 | m 630.442.2887 | f 630.969.7979  
[www.wightco.com](http://www.wightco.com)



TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2024 Fall Asphalt Projects

DATE: September 4, 2024



**SUMMARY:**

As a continuation of our asphalt replacement program based on priority by condition, staff requested bids to perform work at Briar Park as well as some other small areas of patching in other parks. This would involve removing and replacing all of the park asphalt pathways and creating connections to bleacher areas.

Plans and specifications were prepared by staff. Bids were solicited on August 13, 2024, from 10 contractors. Four bidders responded and bids were opened on August 27, 2024. The results were as follows:

| <b>Contractor</b>  | <b>Base Bid:</b> | <b>Unit Cost #1: 1 ½” binder &amp; 1 ½” surface asphalt per SF</b> | <b>Unit Cost #2: 2 ½” binder &amp; 1 ½” surface asphalt per SF</b> | <b>Unit Cost #3 Undercuts per CY</b> |
|--------------------|------------------|--|--|--------------------------------------|
| *M & J Asphalt     | \$96,400         | \$6.40   | \$6.80   | \$175                                |
| Chicagoland Paving | \$140,000        | \$3.50   | \$4.25   | \$110                                |
| Schroeder Asphalt  | \$199,000        | \$2.50   | \$3.00   | \$150                                |
| Advantage Paving   | \$227,420        | \$3.15   | \$3.80   | \$150                                |

\*The low bidder, M&J Asphalt notified us that they committed a bid error in their estimating and wish to withdraw their bid. Chicagoland Paving has successfully completed a number of for the district in the past.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

\$250,000 is budgeted within the current fiscal year (40-000-000-57-5701-0000) for District Wide Asphalt Replacement. To date, we have not spent any funds on pavement projects from this fund. Additionally, 18% of the project cost is budgeted in ADA (40-000-000-12-1224-0000).

**STAKEHOLDER PROCESS:**

N/A



**LEGAL REVIEW:**

Contract documents were provided by our legal counsel.

**ATTACHMENTS:**

Letter from M&J Asphalt stating their desire to withdraw the bid.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioner's accept the bid from the next lowest bidder, Chicagoland Paving, for an amount of \$140,000 plus a contingency of 10% (\$14,000).



**August 29, 2024**

**Wheaton Park District  
1000 Manchester Road  
Wheaton, IL 60187**

**Re: 2024 Fall Asphalt Paving Projects**

**To whom it may concern,**

**We made an error in the excavation & stone installation calculations of this project. Due to this error, we are requesting to be withdrawn from being awarded as the contractor for the site work.**

**We appreciate your understanding of this matter.**

**Best regards,**

A handwritten signature in black ink that reads 'Darcy Gallet'. The signature is written in a cursive, flowing style.

**Darcy Gallet**

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2024 Arrowhead Asphalt Project

DATE: September 4, 2024



**SUMMARY:**

Staff requested bids to perform work at the Arrowhead parking lot loading dock area. This area of the parking lot goes through a lot of wear and tear from the numerous delivery and garbage trucks coming in and out of the lot. Part of the scope of work includes excavating deeper and installing more gravel to provide a stronger base for the asphalt in addition to installing thicker asphalt.

Plans and specifications were prepared by staff. Bids were solicited on August 8, 2024, from 12 contractors. Seven bidders responded and bids were opened on August 27, 2024. The results were as follows:

| <b>Contractor</b>          | <b>Base Bid:</b> | <b>Alternate Bid:<br/>Install Geotextile<br/>Fabric</b> | <b>Unit Cost #1 HMA<br/>3" binder/ 2"<br/>surface per SF</b> | <b>Unit Cost #2<br/>Undercuts<br/>per CY</b> |
|----------------------------|------------------|---|--|--|
| Chicagoland Paving         | \$60,000         | \$1,250   | \$25   | \$110  |
| Pavement Systems           | \$67,749         | \$2,194   | \$35.73  | \$180  |
| Obsidian Asphalt           | \$76,000         | \$1,000   | \$38.25  | \$148  |
| Advantage Paving Solutions | \$78,050         | \$4,500   | \$4.35   | \$150  |
| Chadwick Contracting       | \$79,500         | \$1,500   | \$39.25  | \$125  |
| Abbey Construction         | \$82,990         | \$2,200   | \$25.50  | \$118.50                                     |
| Schroeder Asphalt          | \$87,000         | \$3,000   | \$39.00  | \$150  |

The low bidder Chicagoland, Inc. has performed work on previous park district projects and staff has been satisfied with their work.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

There is a budget of \$75,000 in account 60-611-000-57-5701-0000.

**STAKEHOLDER PROCESS:**

N/A

**LEGAL REVIEW:**

Contract documents were provided by our legal counsel.

**ATTACHMENTS:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends that the Wheaton Park District Board of Commissioner's accept the base bid and Alternate bid from Chicagoland Paving, Inc. for the amount of \$61,250 plus a 10% contingency amount of \$6,125.



TO: Board of Commissioners

FROM: Rob Sperl, Director of Parks and Planning  
Steve Hincee, Superintendent of Planning

THROUGH: Michael Benard, Executive Director

RE: Cosley Zoo Restroom Renovation Project

DATE: September 4, 2024



**SUMMARY:**

The restrooms in the visitor’s center at Cosley Zoo are over 20 years old and the surfaces and partitions are in need of replacement. The new partitions are larger to provide increased privacy. Nevin Hedlund was hired to develop plans and specifications for upgrades.

We are also proposing the addition of a small single-user family restroom that would be built outside of the existing restrooms and under the existing roof.

Bid specifications were sent to 14 contractors on August 6, 2024, and six bids were received. They were opened on August 27, 2024, and the results are as follows:

| <b>Contractor</b>           | <b>Renovate two existing restrooms</b> | <b>Build new single-user family restroom</b> | <b>Grand Total</b> |
|-----------------------------|--|--|--------------------|
| Total Pro Construction      | \$81,985                               | \$45,785                                     | \$127,770          |
| MC Building                 | \$75,200                               | \$83,270                                     | \$158,470          |
| Red Feather Group           | \$63,990                               | \$98,145                                     | \$162,135          |
| CI                          | \$145,000                              | \$61,000                                     | \$206,000          |
| Manusos General Contracting | \$140,925                              | \$106,125                                    | \$247,050          |
| LITE Construction           | \$173,700                              | \$77,000                                     | \$250,700          |

Staff has worked with this contractor on several projects when they were a different company, and we have been pleased with the results. Additionally, their references were found to be favorable.

**PREVIOUS COMMITTEE/BOARD ACTION:**

N/A

**REVENUE OR FUNDING IMPLICATIONS:**

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

**STAKEHOLDER PROCESS:**

This project has been discussed with the Special Facilities and Cosley Zoo staff.

**LEGAL REVIEW:**

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

**ATTACHMENTS:**

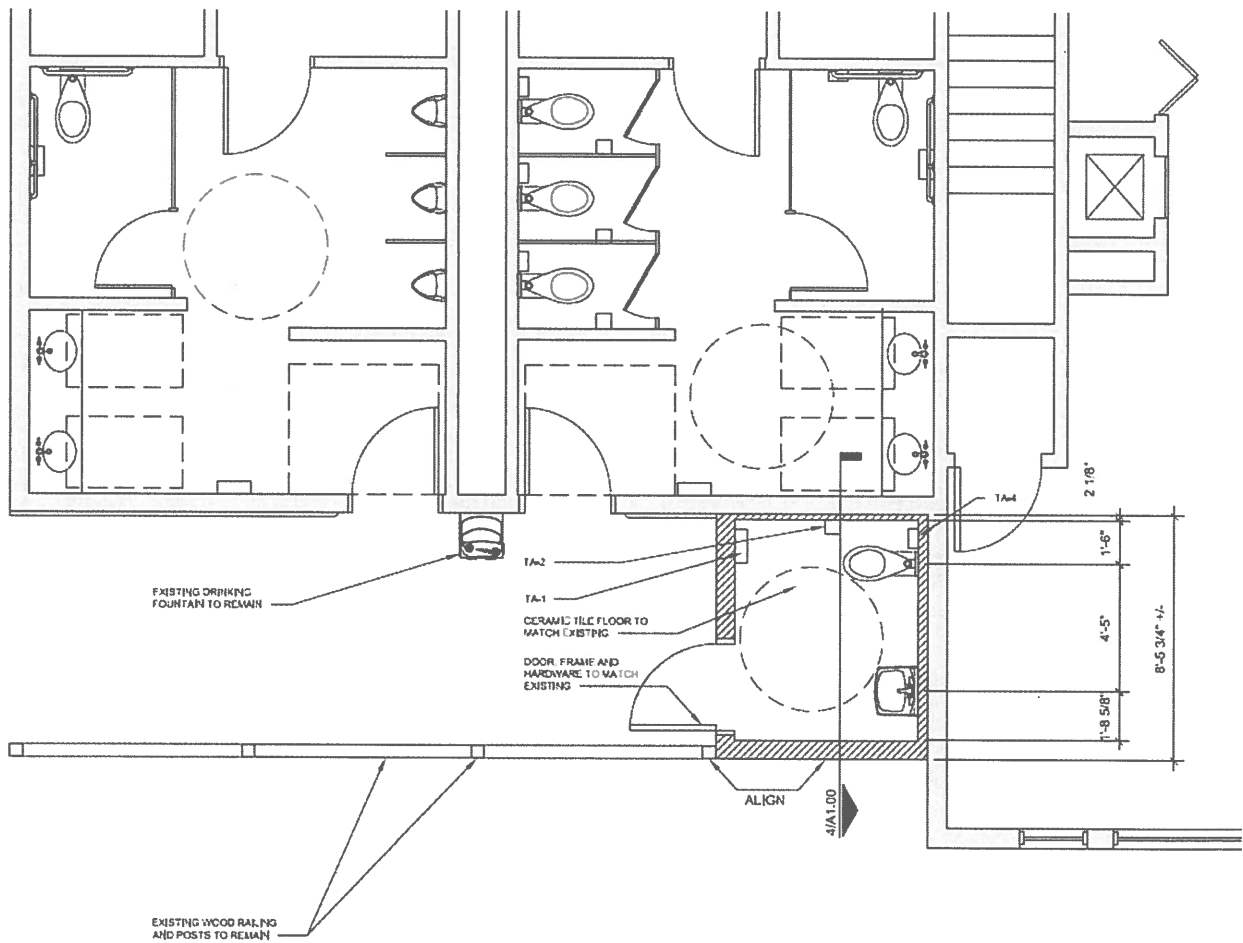
Excerpt from proposed plans.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners accept the bid from Total Pro Construction for \$127,770, with a 10% contingency of \$12,777. Total: \$140,547



**1 ENLARGED TOILET ROOM PLAN**  
SCALE: 1/2" = 1'-0"

**TO:** Board of Commissioners  
**FROM:** Rob Sperl, Director of Parks, and Planning  
**THROUGH:** Michael Benard, Executive Director  
**RE:** Cosley Zoo Existing Conditions Audit  
**DATE:** September 4, 2024



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**SUMMARY:**

Cosley Zoo has been operating for 50 years and a large percentage of its current exhibits and support facilities are aging and require rehabilitation or replacement. The Colsey Foundation has been in existence since 1986 and serves to support the funding of operations and capital improvements for Cosley Zoo through philanthropy and special events.

The Park Board recently took action to rescind prior approval of a long-term master plan for Cosley Zoo. The now rescinded Master Plan contained creative ideas and concepts including the concept of expanding the Cosley Zoo exhibit footprint into its current parking lot. The Park Board became aware that this concept was not viewed as favorable by some members of the community and that a new creative process, including soliciting current stakeholder feedback, should be undertaken. Additionally, the Cosley Foundation had determined that its rate and capacity of philanthropic fundraising was not equal to the rate and capacity of philanthropic fundraising assumed by the now rescinded Master Plan's vision for a future Cosley Zoo.

As the Wheaton Park District is responsible for the maintenance and upkeep of its facilities, buildings and grounds, and long-range planning is required to maintain Association of Zoo's and Aquarium (AZA) Accreditation, a new planning process for guiding the Park Districts upkeep of Cosley Zoo was needed. To meet this need, the Park Board directed the Executive Director to engage Staff and any necessary outside consultants to complete a comprehensive Cosley Zoo Exhibit and Support Facility Existing Conditions Report by January 1, 2025.

A request for proposals to create a report of existing conditions was developed and advertised through AZA. The following two proposals were received:

**BKP Architects (Philadelphia, PA)** \$28,500 lump sum plus an est. \$4,800 in reimbursable expenses for two trips to our location

- Consultants include Architect and Landscape Architect
- Provided project specific proposal with schedule as well as links to example projects
- Example projects are focused on master planning in addition to existing conditions summary
- Schedules and inventories included, but no examples of project estimating
- Proposal specifically identifies only above ground infrastructure will be assessed. We are seeking alternate ways of identifying and assessing the underground infrastructure.

**dD+P (Long Island City, NY)**

\$108,000 fixed fee plus \$13,300 in reimbursable expenses

- Consultants include Architecture, MEP consulting, cost estimating and food service equipment
- Provided summary of each firm and samples of other reports completed
- Example projects are strictly existing conditions including environmental testing and detailed estimates

BKP has previously visited Cosley Zoo and tailored their proposal to our facility. They outlined their three-phase process with tasks identified and provided a sample schedule. dD+P appears to have a wider array of consulting services and a higher cost that reflects this. Their fee was broken down between their various consulting services although no detail was provided on what they would specifically be doing.

**PREVIOUS COMMITTEE/BOARD ACTION:**

- Resolution 2024-02 Rescinding the June 21, 2017 Rescinding the June 21, 2017 Approval of the Master Planning Document for Cosley Zoo....

**REVENUE OR FUNDING IMPLICATIONS:**

The Cosley Foundation has identified a donor that has committed to funding up to \$25,000 of the costs of the Existing Conditions Audit. The balance of related costs will be paid by the Park District or through donor support. We will also need to account for the cost of assessing underground utilities.

**STAKEHOLDER PROCESS:**

Upon the completion of the Existing Conditions Report, the Park Board authorized the formation of a Cosley Zoo Exhibit and Support Facility Renovation or Replacement Prioritization Committee. This committee will be charged with creating a formal recommendation regarding the order of existing Cosley Zoo exhibit and support facility renovation or replacement projects. A draft of this recommendation will be shared with community stakeholders, and their input will be solicited. After receiving community stakeholder input, a final report will be completed for the Park Board's review and any action it deems appropriate.

**LEGAL REVIEW:**

Legal counsel reviewed the RFP prior to release.

**ATTACHMENTS:**

- Resolution 2024-02
- Request for Qualifications and Proposals
- BKP proposal – links to reference projects included
- dD+P Proposal – reference projects available upon request

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

It is requested that the Wheaton Park District Board of Commissioner's approve the proposal from BKP Architects in the amount of \$28,500 and \$4,800 in reimbursable expenses.



**WHEATON PARK DISTRICT  
RESOLUTION 2024-02**

**RESOLUTION RESCINDING THE JUNE 21, 2017 APPROVAL OF THE MASTER PLANNING DOCUMENT FOR COSLEY ZOO COMMISSIONED BY THE COSLEY FOUNDATION AND COMPLETED BY TORRE DESIGN CONSORTIUM LTD AND SHULTZ AND WILLIAMS**

**WHEREAS**, the Wheaton Park District (the “Park District”), DuPage County, Illinois is an Illinois park district and unit of local government, duly organized under and operating pursuant to the laws of the State of Illinois; and

**WHEREAS**, the Park District’s corporate powers include, but are not limited to, the ability to provide passive and active park and recreational facilities, amenities, activities, and equipment as set forth under various provisions of the Park District Code (70 ILCS 1205/1-1 *et seq.*), and specifically includes the power to acquire, construct, operate, extend and improve zoos and other necessary facilities pertinent thereto under 70 ILCS 1205/9.2-1, and the power to purchase, erect, and operate museums under 70 ILCS 1290/1; and

**WHEREAS**, the Cosley Zoo was established in 1974, is owned and operated by the Park District, is an Association of Zoos and Aquariums (“AZA”) accredited zoo, and exists to create connections between people and animals that will inspire lifelong conservation of the natural world; and

**WHEREAS**, the Cosley Foundation, Inc. (“Cosley Foundation”) is an Illinois not for profit corporation organized under and operating pursuant to the laws of the state of Illinois and Section 501(c)(3) of the Internal Revenue Code with the purposes of supporting the mission of Cosley Zoo and raising funds to support operational and capital improvements; and

**WHEREAS**, in keeping with AZA standards and industry best practices for zoo exhibit and support facility development, the Cosley Foundation engaged Torre Design Consortium Ltd and Shultz and Williams in 2014 for the completion of a long-range master plan for Cosley Zoo (the “Master Plan”); and

**WHEREAS**, on June 21, 2017, the Wheaton Park District Board of Commissioners (the “Park Board”) approved the Master Plan with the understanding that the Master Plan was a set of creative ideas and concepts that might provide inspiration for future action over the next 30 plus years and be funded primarily through Cosley Foundation generated philanthropic fundraising; and

**WHEREAS**, the Cosley Foundation has determined that its rate and capacity of philanthropic fundraising is not equal to the rate and capacity of philanthropic fundraising assumed by the Master Plan’s vision for a future Cosley Zoo; and

**WHEREAS**, the approved Master Plan contains creative ideas and concepts including the concept of expanding the Cosley Zoo exhibit footprint into its current parking lot and the Park Board has become aware that this concept may not be viewed as favorable by some members of the community and that a new creative process, including soliciting current stakeholder feedback, should be undertaken.

**WHEATON PARK DISTRICT  
RESOLUTION 2024-02**

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

**SECTION ONE:** The Park Board finds that the recitals contained in the preamble to this Resolution are true and correct and does hereby incorporate them in this Resolution as though fully set forth herein.

**SECTION TWO:** The Park Board declares that the June 21, 2017 approval of the Master Plan is hereby rescinded.

**SECTION THREE:** Since long range planning is required to maintain AZA accreditation, the Park Board directs the Executive Director to engage Staff and any necessary outside consultants to complete a comprehensive Cosley Zoo Exhibit and Support Facility Existing Conditions Report (the "Existing Conditions Report") by January 1, 2025.

**SECTION FOUR:** Upon the completion of the Existing Conditions Report, the Park Board authorizes the formation of a Cosley Zoo Exhibit and Support Facility Renovation or Replacement Prioritization Committee. This committee will be charged with creating a formal recommendation regarding the order of existing Cosley Zoo exhibit and support facility renovation or replacement projects. A draft of this recommendation will be shared with community stakeholders, and their input will be solicited. After receiving community stakeholder input, a final report will be completed for the Park Board's review and any action it deems appropriate.

**SECTION FIVE:** The Secretary for the Park District will provide certified copies of this Resolution upon request.


**SECTION SIX:** Other than Resolutions 2023-06 and 2023-11, all prior actions, ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION SEVEN:** This Resolution shall be in full force and effect from and after its adoption as provided by law.

**Adopted this 21<sup>st</sup> day of February, 2024 by roll call vote as follows**

AYES: Barrett, Frey, Mee, Pecharich, Vires, Kelly  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

  
\_\_\_\_\_  
President, Board of Park Commissioners  
Wheaton Park District

ATTEST:  
  
\_\_\_\_\_  
Secretary, Board of Park Commissioners  
Wheaton Park District

( S E A L )

**WHEATON PARK DISTRICT  
RESOLUTION 2024-02**

**SECRETARY'S CERTIFICATE**

I, the undersigned, do hereby certify that I am Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, and 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 the

**RESOLUTION RESCINDING THE JUNE 21, 2017 APPROVAL OF THE MASTER PLANNING  
DOCUMENT FOR COSLEY ZOO COMMISSIONED BY THE COSLEY FOUNDATION AND  
COMPLETED BY TORRE DESIGN CONSORTIUM LTD AND SHULTZ AND WILLIAMS**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held in Wheaton, Illinois, in said District at 5:00 p.m. on the 21<sup>st</sup> day of February, 2024.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all 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 the seal of said Wheaton Park District in Wheaton, Illinois this 21<sup>st</sup> day of February, 2024.



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Michael J. Benard, Secretary  
Board of Park Commissioners  
Wheaton Park District

[SEAL]

# REQUEST FOR QUALIFICATIONS AND PROPOSAL

June 10, 2024

**Cosley Zoo Exhibits and Support Facility  
Existing Conditions Report  
1356 N. Gary Avenue  
Wheaton, IL 60187**

**RFP's Due: June 25, 2024**

Wheaton Park District  
102 E. Wesley  
Wheaton, Illinois 60187  
Attention: Rob Sperl, Director of Parks and Planning  
[rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org)  
630-510-4970

## **I. General Project Information**

A facility of the Wheaton Park District, Cosley Zoo serves over 150,000 visitors per year in its 5.1-acre zoo. An additional 4.4-acres on the east side of Gary Avenue provides additional parking and non-visitor buildings including a quarantine facility and storage barn. The zoo is comprised of historic structures such as the gift shop that was originally a local train station and the Taylor barn that is over a century old. Both structures were moved to the zoo in the 1970's. There are many newer exhibits as well including the bobcat/lynx exhibit and pigs and poultry exhibit. Current plans in progress include upgrades to the public restrooms and expanded parking.

The Wheaton Park District (Cosley Zoo) is requesting proposals for a consultant to perform a conditions assessment of the Cosley Zoo, 1356 N. Gary Avenue, Wheaton, IL 60187. The consultant is to have current experience in design and engineering for Zoos and associated facilities. The proposal shall include the services requested below and anything else required to provide a comprehensive assessment of this property.

The proposal shall be in the form of a lump sum fee with rates and a pricing schedule for additional services, if necessary. The proposed fee shall include all materials, equipment, labor, insurance, etc. Reimbursable expenses should include an estimated cost. The proposal must include three facilities and contacts that you have completed similar work for within the past 5 years; at least two of which should be from AZA accredited zoos. Copies or links to reports from these projects should be included with the proposal.

## **II. Zoo Assessment Services**

The Wheaton Park District (Cosley Zoo) wishes to retain a consultant to conduct a zoo assessment. The consultant shall visit Cosley Zoo and work with staff to complete a needs assessment of the existing conditions. Specific commentaries are to be provided in a written report of the perceived substandard conditions and/or shortcomings of the overall facility with commentary for possible action for correction on any necessary repairs, replacement, or restoration of the buildings, exhibits and infrastructure, including identification of issues requiring further intensive evaluation and analysis. These commentaries are to include recommendations for the priority of the improvements that need to take place and if the improvements will be remedial or long range. The written commentary, as supported with photographs where appropriate, is to be prepared to reflect the conditions of the following features and operating systems:

- A. Investigate the condition of the existing facility:
  - a. Guest service buildings and amenities
  - b. Exhibits
  - c. Support facilities
  - d. Exterior spaces including paved or improved access
  - e. Infrastructure (mechanical systems, electrical, plumbing, etc.)

- B. Based on the investigation, write a report detailing:
  - a. Current Trends
  - b. Facility Descriptions
  - c. Existing Condition of facilities
  - d. Health Code Compliance
  - e. Compliance with AZA and USDA standards and regulations
  - f. Safety Concerns
  - g. Recommended short- and long-term repairs or replacements with cost estimates.

**III. Supplemental Information (available upon request)**

- a. Cosleyzoo.org for general information
- b. Construction Plans from past 20 years
  - a. Gift shop renovation
  - b. Pigs and Poultry Exhibit/Treatment Center
  - c. Stormwater Improvements
  - d. Bobcat/Lynx Exhibit
  - e. Animal Welcome Center/Quarantine Facility – east side of Gary Avenue
  - f. Parking lot expansions
- c. Current projects
  - a. Bathroom renovation – Plans by Nevin Hedlund Architects
  - b. East parking lot – Plans by Wight Engineering
- d. Land Surveys – Gentile and Associates/Engineering Resource Associates
- e. ADA Assessment completed in 2024 by WT Engineering
- f. Taylor Barn Condition report and estimates from 2022 by Altusworks
- g. AZA documentation (accredited since 2000)

**IV. Project Timeline**

- a. Email PDF of the Zoo Condition Assessment Proposals (RFP) due June 25, 2024
- b. Week of July 22, 2024 – Project to be Awarded by Wheaton Park District Board of Commissioners
- c. Site Visits - TBD
- d. Draft Copy of Report to Park District due September 25, 2024 (E-mailed report acceptable, date negotiable)
- e. Final Report to Park District due October 18, 2024

Any questions regarding this RFP should be directed to:

Wheaton Park District  
102 E. Wesley  
Wheaton, Illinois 60187

Attention: Rob Sperl, Director of Parks and Planning  
[rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org)  
630-510-4970

Wheaton Park District is soliciting Requests for a Cosley Zoo Assessment Proposal by and no later than June 25, 2024.

**Cosley Zoo Conditions Assessment RFPs should be sent to:**  
**Wheaton Park District**  
**Attn: Rob Sperl**  
**102 E. Wesley**  
**Wheaton, IL 60187**  
**Email submittals at [rsperl@wheatonparks.org](mailto:rsperl@wheatonparks.org).**



# ZOO MAP

- Zoo is accessible
- Children under 14 must be accompanied by an adult
- Some animals may be off exhibit due to weather
- Stay behind all barriers
- No bikes, scooters, skates, skateshoes, or skateboards
- No pets
- No alcohol
- Do not feed the animals
- No smoking



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# P R O P O S A L

EXHIBITS AND SUPPORT FACILITY EXISTING CONDITIONS REPORT  
COSLEY ZOO  
1356 N. GARY AVENUE  
WHEATON, IL 60187

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VIA E-MAIL

June 21, 2024

## INTRODUCTION

The Cosley Children's Park and Museum first opened in August of 1974. Within two years the name was changed to the Cosley Animal Farm and Museum. Sustained and progressive growth – of programs, facilities, and guest visits – from 1976 through 1999 necessitated a second name change. In conjunction with the facility's 25<sup>th</sup> anniversary of operations the name was formally changed to the Cosley Zoo. An accredited AZA facility, today the zoo is home to fifteen species of birds, nine species of reptiles, and seventeen species of mammals. Featured exhibits include the bobcat, the Blanding's Turtle hatchery, the coyote yard, and the fox pen. Today Cosley Zoo is a leader in practicing sustainability, connecting all guests to both environmental initiatives and the plight of endangered species through conservations efforts both large and small.

## PROJECT DEFINITION

Cosley Zoo (the Zoo) is now looking to the future, beginning to think about improvements to its guest experience. Prior to making any changes the Zoo realizes it needs to understand the condition of its exhibits, buildings, and amenities. The intent is to provide the Zoo with a reasonable assessment of the existing condition of its animal exhibits, holding buildings, guest services buildings, guest amenities, exterior open spaces, and basic infrastructure located above ground. The facilities condition assessment will be used, in collaboration with Zoo staff, to develop a plan for incremental improvements, recommended removals, and potential new uses. Recommendations will be categorized as "must do"; "should do"; and "would like to do" with associated ballpark costs.

The end goal is to provide the Zoo with a tool to establish a project priorities timeline based on needs and budget, make better use of current buildings with small improvements, demolish structures if needed, and plan for potential new uses that:

- Provide staff with better work facilities including back of house and staff work areas.
- Renovate existing animal facilities so they meet or exceed the latest AZA standards.

## SCOPE OF SERVICES

BKP Architects, in collaboration with Stefansson Design and Consulting (collectively BKP), in collaboration with Zoo staff, will develop the plan via a three phase process:

ARCHITECTURE PLANNING INTERIORS

BKP Architects P.C. | 1525 Locust Street, 5th Floor, Philadelphia, PA 19102 | T 215.557.6509 | F 215.557.6321

Darrell L. Kratzer, AIA, Principal | Joseph H. Powell, AIA, Principal | Caitlin A. Daley, AIA, Principal



1) Due Diligence

- o Gather information available about the Zoo and zoo site, including access to the 2022 site survey; includes preliminary Zoom call(s) with Zoo staff.
- o Two-day visit to the Zoo to perform facilities assessment observations (guest services buildings and amenities, exhibits, support facilities, paths, fences, landscape, infrastructure) and gather direct input from Zoo staff.
- o Compilation and documentation of data gathered during site visit.
- o Zoom call with Zoo staff to review observations.

2) Facilities Planning

- o Identify projects: improvements, removals, or adjusted uses organized into three groups: guest attractions, guest services and amenities, and infrastructure.
- o Zoom call with Zoo staff to confirm projects list and to establish preliminary "must do", "should do", and "would like to do" priorities.
- o Prepare test diagrams and phasing plans for implementation.
- o Ballpark, order of magnitude costs.
- o Two-day workshop at the Zoo to finalize projects, priorities, and implementation plan.

3) Assessment/Implementation Plan Document

- o Compilation of site assessment information.
- o Projects/priorities.
- o Implementation plan.
- o Zoom call with Zoo staff to review draft document.
- o Prepare final document.

**SCHEDULE**

The overall work effort by BKP will take approximately twelve weeks from start to finish. Cosley Zoo will receive the final product by October 18, 2024. See schedule target dates below:

1) Due Diligence

|                      |  |
|----------------------|--|
| Sept. 23 – Sept. 27: | Proposal approved, start gathering background information. |
| Sept. 30 – Oct. 4:   | Initial meeting w/Zoo staff. (Zoom meeting).               |
| Oct. 7 – Oct. 11:    | Site Visit.  |
| Oct. 14 – Oct. 18:   | Review site observations w/Zoo staff (Zoom meeting).       |

2) Facilities Planning

|                    |                                     |
|--------------------|-------------------------------------|
| Oct. 21 – Oct. 25: | Initial identification of projects. |
| Oct. 28 – Nov. 1:  | Meeting w/Zoo staff (Zoom).         |
| Nov. 11 – Nov. 15: | Workshop at the Zoo.                |

### 3) Assessment/Planning Document

November 20: Draft Implementation Plan document (Zoom meeting)  
December 13: Final Plan document completed.

### COMPENSATION

BKP will perform the services described above for a **lump sum of Twenty Eight Thousand and Five Hundred Dollars (\$28,500.00)**. Payment of compensation will be made monthly on a percent completion basis upon submission of invoice by BKP. This fee includes labor and overhead as well as incidental expenses such as printing, express mail, and office supplies.

Expenses reimbursable to the project are travel related and are estimated as follows (this is an estimate not an upset limit):

#### Trip One – Site Conditions Assessment

|  |            |
|--|------------|
| o Two roundtrip airfare tickets to Chicago | \$1,400.00 |
| o Rental Car                               | \$250.00   |
| o Hotel two people, one night              | \$500.00   |
| o Meals                                    | \$250.00   |

#### Trip Two – Planning Workshop

|  |            |
|--|------------|
| o Two roundtrip airfare tickets to Chicago | \$1,400.00 |
| o Rental Car                               | \$250.00   |
| o Hotel two people, one night              | \$500.00   |
| o Meals                                    | \$250.00   |

Expenses will be billed to Cosley Zoo monthly by submission of receipts for expenses incurred. There will be no administrative markup.

### ADDITIONAL SERVICES RATES

If requested by Cosley Zoo, the following hourly rates for additional services will be used to determine the extent of cost per service:

|   |            |
|---|------------|
| Principal (J. Powell/J. Stefansson):        | \$200/hour |
| Architect/Landscape Architect (J. Collins): | \$140/hour |
| Sr. Designer (C. Collado):                  | \$120/hour |
| Designer (J. Wolf/B. Carley):               | \$100/hour |

### REFERENCES/REFERENCE PROJECTS

The links below provide access to reports/planning documents completed since 2021 for three different client groups:

| <u>Facility</u> | <u>Location</u>    | <u>Contact</u>   |
|-----------------|--------------------|--|
| ZooAmerica      | Hershey, PA        | Heather Storm<br>717-534-3363<br><a href="mailto:hastorm@hersheypa.com">hastorm@hersheypa.com</a><br><a href="#">ZooAmerica Plan.pdf</a>                       |
| Maryland Zoo    | Baltimore, MD      | Karl Kranz<br>443-552-3350<br><a href="mailto:Karl.kranz@marylandzoo.org">Karl.kranz@marylandzoo.org</a><br><a href="#">Maryland-Zoo-in-Baltimore Plan.pdf</a> |
| Wonder Gardens  | Bonita Springs, FL | Neil Anderson<br>239-992-2591<br><a href="mailto:neil@wondergardens.org">neil@wondergardens.org</a><br><a href="#">Wonder-Gardens-Plan.pdf</a>                 |

Thank you for this opportunity to be of service to Cosley Zoo.

Regards,



Acceptance:

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Representing Cosley Zoo

Date



A Registered Landscape Architect, Jón has over twenty-five years' experience in zoo planning and design. He previously was a principal of CLR Design, Inc, an architecture and landscape architecture firm specializing in zoo design, for seventeen years and is now working as an independent consultant. Jón has extensive knowledge of natural animal habitats and environments. His focus is to create naturalistic, environmentally friendly exhibits that enrich the experience for both the animal and visitor. Jón's design expertise together with his leadership skills create a positive project environment that has been recognized by a number of project awards from the AZA over the years.

### PROFESSIONAL EXPERIENCE

Stefánsson Design & Consulting, LLC  
President, Sept. 2018-present  
Wayne, Pennsylvania

Shareholder and Project Director, 2001-Sept., 2018  
Landscape Architect 1994-Sept., 2018  
CLR Design, Inc.  
Philadelphia, Pennsylvania

Landscape Designer  
Andropogon Associates 1993-1994  
Philadelphia, Pennsylvania

### EDUCATION

Master of Arts with honors, Landscape  
Architecture, 1993  
The Pennsylvania State University

Bachelor of Arts with honors, Landscape  
Architecture, 1991  
The University of Minnesota

Associates Degree  
Junior College of Akureyri, Iceland

### HONORS AND AWARDS

2016 AZA Top Honors Award (>\$5M)  
*Penguin Coast*  
Maryland Zoo in Baltimore

2012 AZA Significant Achievement Award  
*African Elephant Crossing* Cleveland Metroparks

Zoo2009 CAZA Baines Award for Outstanding  
Achievement *Tundra Trek*  
Toronto Zoo

2005 AZA Exhibit Award  
*Range of the Jaguar*  
Jacksonville Zoo and Gardens

2002 AZA Significant Achievement Award  
*The Birdhouse at Riverbanks*  
Riverbanks Zoo & Garden

### SELECTED PROJECT EXPERIENCE

#### **SMALL ANIMAL BUILDING**

##### **AFRICAN SAVANNA**

##### **ROCKY SHORES**

##### **BEASTRO**

##### **ANIMAL HEALTH CENTER**

##### **ELEPHANT ENCOUNTER**

##### **MASTER PLAN**

Utah's Hogle Zoo

Salt Lake City, Utah

#### **AFRICAN PENGUIN**

##### **GIRAFFE FEEDING STATION**

##### **ELEPHANT BARN RENOVATIONS**

##### **SITATUNGA EXHIBIT**

Maryland Zoo in Baltimore

Baltimore, Maryland

#### **TIGERS OF THE FOREST REALM**

##### **MEIJER GRIZZLY BEAR EXHIBIT**

##### **JANDERNOA TREETOPS OUTPOST**

##### **MASTER PLAN**

##### **FRONT ENTRY & VALLEY**

John Ball Zoo

Grand Rapids, Michigan

#### **MASTER PLAN**

Omaha's Henry Doorly Zoo

Omaha, Nebraska

#### **SNOW LEOPARD**

##### **AFRICAN PRIMATES**

##### **MASTER PLAN**

Louisville Zoo

Louisville, Kentucky

#### **LEMUR LOOKOUT**

Brandywine Zoo

Wilmington, Delaware

#### **AFRICAN ELEPHANT CROSSING**

##### **MASTER PLAN**

Cleveland Metroparks Zoo

Cleveland, Ohio

#### **ADVENTURES INTO THE WILD**

Lake Delton, Wisconsin

#### **ENTRANCE & PREDATOR RIDGE**

Denver Zoo

Denver, Colorado

#### **AFRICAN SAVANNA**

San Francisco Zoo

San Francisco, California

#### **UAE WORLD DESERT**

##### **NORTH KENYA SAFARI**

Al Ain Wildlife Park & Resort

Al Ain, Abu Dhabi, UAE

#### **AFRICA!**

##### **AVIARY**

##### **PRIMATE FOREST**

##### **ARCTIC ENCOUNTER**

##### **MASTER PLAN**

Toledo Zoo

Toledo, Ohio

#### **SMALL PRIMATE EXHIBIT**

##### **SNOW LEOPARD EXHIBIT**

Cape May County Zoo

Cape May, New Jersey

#### **MASTER PLAN**

Ashgabat Zoo

Ashgabat, Turkmenistan

## SDC Firm Description

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Stefansson Design & Consulting, LLC (SDC) is a consulting firm that focuses on client-specific solutions in the field of animal and ecological conservation and education. Jon Stefansson, the President of SDC, has over twenty-five years of experience leading zoological institutions through the Master Plan process, designing large and small animal habitats, support facilities such as animal hospitals, restaurants and staff facilities, and working with owners and contractors during the construction process.



Jon brings a wealth of knowledge to each unique situation that requires a creative and sustainable solution. SDC's approach is a flexible team effort where the voice of the client and the needs of the guests and animals are the priority. SDC is constantly searching for better and more innovative overall solutions, while staying grounded and practical based on knowledge accumulated through years of experience.



SDC is committed to creating environments that stimulate and enrich the lives of the animals, educate and inform the visitors, and provide safe and functional buildings and spaces for staff.



June 25, 2024

Wheaton Park District  
Attn: Rob Sperl, Director of Parks & Planning  
102 E. Wesley  
Wheaton, Illinois 60187

**RE: Cosley Zoo Exhibits & Support Facility Existing Conditions Report**

Dear Mr. Sperl,

**di Domenico + Partners (dD+P)** is pleased to submit our qualifications for consideration to develop an Exhibits & Support Facility Existing Conditions Report for Cosley Zoo in the Wheaton Park District. dD+P is well-equipped to provide the depth and experience necessary for a comprehensive assessment of the property. Our firm brings significant experience in working for public institutions and cultural organizations to develop thorough reports that inform strategic planning and the design and renovation of facilities and campuses at all scales.

For this project, we have identified the following consultant team who bring extensive experience with Zoos and associated facilities:

- **EXP Services P.C. – MEP/FP**
- **Sherpa Construction Consulting, LLC – Cost Estimating**
- **Romano-Gatland – Restaurant & Kitchen Design**

Our team's collective experience includes a range of work for various AZA-accredited organizations, having developed strong collaborative relationships with clients and stakeholders at Zoos and Aquariums across the country. We are dedicated to developing comprehensive works that ensure that these ecologically and educationally significant facilities meet the needs of their staff, wildlife population, and visitors for years to come. di Domenico + Partners is committed to Cosley Zoo's mission to serve, educate, and inspire conservation of the natural world.

Please find attached our qualifications. We are prepared to meet with you at your earliest convenience to discuss your goals for this assessment and our methodology to conduct this work.

Thank you for your consideration.

Sincerely,



John di Domenico, AIA, LEED AP  
Principal  
(917) 593-9933  
jdidomenico@ddp-ny.com



**EXP Services P.C.**  
MEP/FP

At EXP, we are dedicated to delivering extraordinary experiences. We're a team of engineers, designers, scientists, project managers, and technical specialists who continually innovate, explore, create, and imagine. We share a passion for excellence and a different way of doing business. Here, we believe the opportunities are endless when people work together.



**Sherpa Construction Consulting, LLC**  
Cost Estimating

Sherpa Construction Consulting is an independent consulting firm with in-depth knowledge through experience and education. This is the firm with a passion to provide accurate results and honest answers. We value guiding projects to its desired destinations. We will be your partner, critic, and confidant in your pursuit to achieve a better built environment for today and tomorrow.



**Romano-Gatland**  
Restaurant & Kitchen Design

Romano Gatland is among the world's leading consulting firms in the food service, materials management, laundry, and waste management industries. Established in 1964, we are a privately held company, owned and operated by working principles that are committed to delivering comprehensive and responsive services that accomplish client project goals. For over 55 years, Romano Gatland has built a respected reputation by successfully completing thousands of food service master planning and design projects. With headquarters on Long Island, in NY, Romano Gatland also operates offices throughout the world.

| <b>Fee Proposal</b>   |                     |
|---|---------------------|
| <b>Services</b>   | <b>Fixed Fee</b>    |
| di Domenico + Partners -<br>Architecture and Project Management | \$55,000.00         |
| EXP Services P.C. -<br>MEP / FP                                 | \$33,000.00         |
| Sherpa Construction Consulting -<br>Cost Estimating             | \$12,000.00         |
| Romano-Gatland -<br>Food Service Equipment                      | \$8,000.00          |
| <b>Total</b>  | <b>\$108,000.00</b> |

|                              |                    |
|------------------------------|--------------------|
| <b>Reimbursable Expenses</b> | <b>\$13,300.00</b> |
|------------------------------|--------------------|



| <b>di Domenico + Partners</b> |             |
|-------------------------------|-------------|
| <b>Personnel</b>              | <b>Rate</b> |
| Principal                     | \$250.00    |
| Project Manager               | \$220.00    |
| Senior Architect              | \$220.00    |
| Architect                     | \$170.00    |
| Junior Architect              | \$135.00    |
| Project Designer / Technical  | \$120.00    |
| Junior Designer               | \$105.00    |

| <b>EXP Services P.C.</b>   |             |
|----------------------------|-------------|
| <b>Personnel</b>           | <b>Rate</b> |
| Administrative Assistant 1 | \$70.00     |
| Administrative Assistant 2 | \$80.00     |
| Administrative Assistant 3 | \$90.00     |
| Engineer/Designer 1        | \$100.00    |
| Engineer/Designer 2        | \$120.00    |
| Engineer/Designer 3        | \$130.00    |
| Engineer/Designer 4        | \$170.00    |
| Engineer/Designer 5        | \$200.00    |
| Engineer/Designer 6        | \$240.00    |
| Engineer - Manager 1       | \$225.00    |
| Engineer - Manager 2       | \$275.00    |
| PM 1                       | \$150.00    |
| PM 2                       | \$170.00    |
| PM 3                       | \$190.00    |
| PM 4                       | \$225.00    |
| Executive                  | \$360.00    |

| <b>Sherpa Construction Consulting, LLC</b> |             |
|--|-------------|
| <b>Personnel</b>                           | <b>Rate</b> |
| Manager                                    | \$260.00    |
| Senior Mechanical                          | \$220.00    |
| Senior Estimator                           | \$174.00    |
| Estimator III                              | \$139.20    |
| Estimator II                               | \$95.12     |

| <b>Romano Gatland</b> |             |
|-----------------------|-------------|
| <b>Personnel</b>      | <b>Rate</b> |
| Principal             | \$180.00    |
| Project Manager       | \$150.00    |
| Associate             | \$80.00     |

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: 2024 Northside Park Pickleball & Basketball Court - Change Order 1

DATE: September 4, 2024



**SUMMARY:**

Work has begun on the Northside Park pickleball & basketball courts. A proof roll was performed on August 20<sup>th</sup> to measure areas of unsuitable soil. As noted in the statement at the start of the project, this was expected to be significant. While the results were better than expected, there are still some areas that require undercuts. Additionally, staff looked into other methods to further strengthen the surface. Glass grid was among the options. The contractor provided pricing for this work in the amount of \$32,240.

**PREVIOUS COMMITTEE/BOARD ACTION:**

The Board reviewed various concepts for additional pickleball throughout the community and identified Northside Park as a preferred location at the March 1, 2023 board subcommittee meeting. A contract with Chicagoland Paving in the amount of \$123,800 was approved at the June 19, 2024 board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

| Budget Item | Account #  |
|-------------|--|
| \$250,000   | 40-000-000-57-5701-0000 – District Wide Add'l. Pickleball Courts |

|                       |                  |                                |
|-----------------------|------------------|--------------------------------|
| The original contract | \$123,800        | Approved June 19, 2024         |
| Change Order #1       | \$32,240         | Current Recommendation         |
| <b>Total</b>          | <b>\$156,040</b> | \$46,775 contingency remaining |

**STAKEHOLDER PROCESS:**

District staff was asked to provide input on the plans in relation to existing programming at the park.

**LEGAL REVIEW:**

Bidding and contract documents were provided by our legal counsel.

**ATTACHMENTS:**

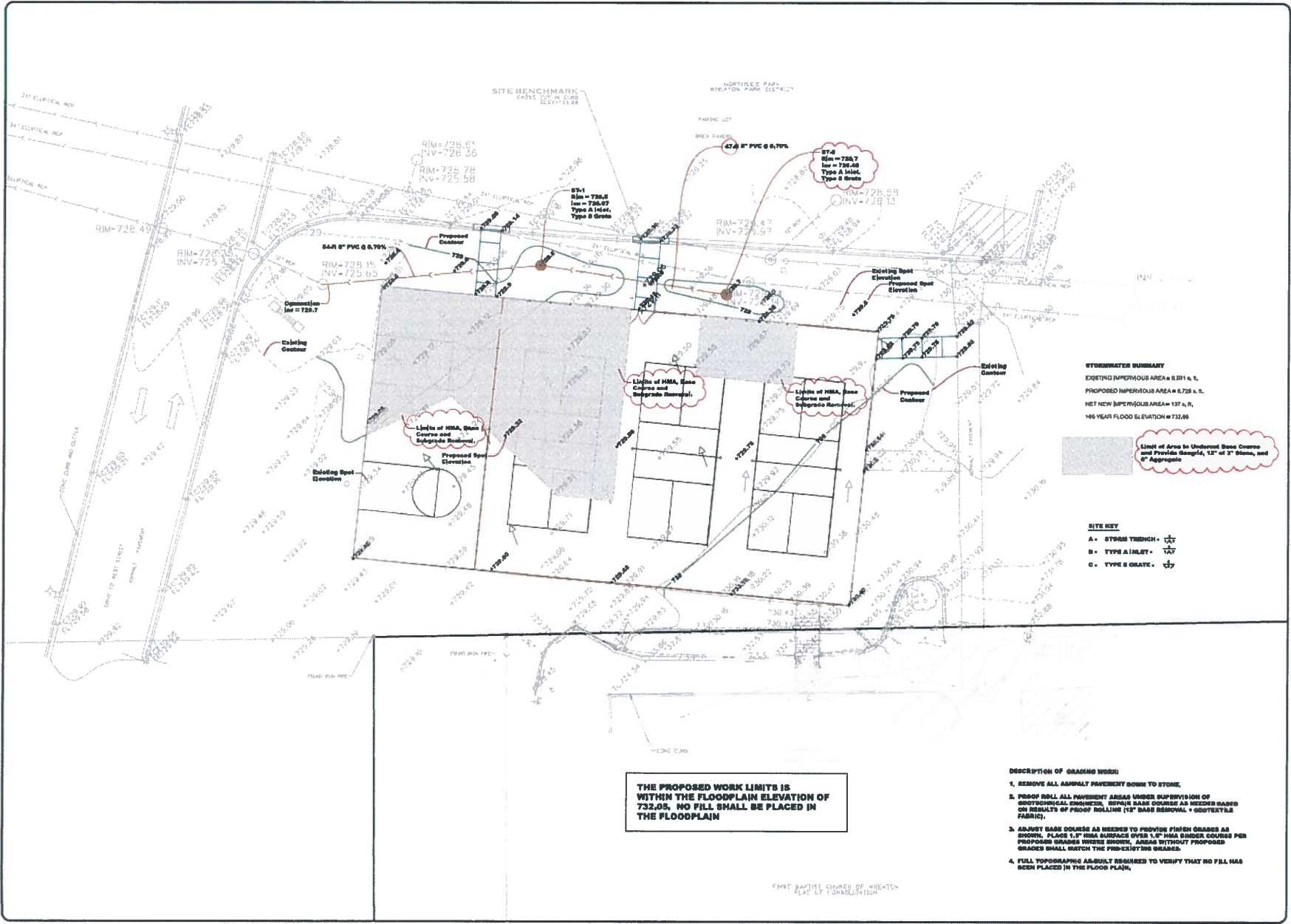
Revised Grading Plan- showing undercuts  
Chicagoland Paving pricing for additional work  
Recommendation letter from engineer

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve change order 1 from Chicagoland Paving in the amount of \$32,240.



**THE PROPOSED WORK LIMITS IS WITHIN THE FLOODPLAIN ELEVATION OF 732.05. NO FILL SHALL BE PLACED IN THE FLOODPLAIN**

**HYDROLOGICAL SUMMARY**  
 EXISTING IMPERVIOUS AREA = 8,891 s.f.  
 PROPOSED IMPERVIOUS AREA = 8,728 s.f.  
 NET NEW IMPERVIOUS AREA = 137 s.f.  
 100 YEAR FLOOD ELEVATION = 732.05

**Limit of Area in Unbound Base Course and Provide Gravel, 12" of 3" Stone, and 6" Aggregate**

**SITE KEY**  
 A - STYREB TRENCH -   
 B - TYPE A INLET -   
 C - TYPE B GRATE -

- DESCRIPTION OF GRADING WORK:**
- REMOVE ALL ASPHALT PAVEMENT DOWN TO STONE.
  - PROOF ROLL ALL PAVEMENT AREAS UNDER SUPERVISION OF GEOTECHNICAL ENGINEER. REPAIR BASE COURSE AS REQUIRED BASED ON RESULTS OF PROOF ROLLING (1/2" BASE REMOVAL + GEOTEXTILE FABRIC).
  - ADJUST BASE COURSE AS NEEDED TO PROVIDE FINISH GRADES AS SHOWN. PLACE 1.5" HMA SURFACE OVER 1.5" HMA BINDER COURSE PER PROPOSED GRADING SURFACE. AREAS WITHOUT PROPOSED GRADES SHALL MATCH THE PRE-EXISTING GRADES.
  - FULL TOPOGRAPHIC SURVEY REQUIRED TO VERIFY THAT NO FILL HAS BEEN PLACED IN THE FLOODPLAIN.

**NORTHSIDE PARK PICKLEBALL COURTS**

Project For:  
 WHEATON PARK DISTRICT  
 100 North Park Blvd  
 Wheaton, Illinois 60187  
 Project No. 2024-001

**WMA**  
 WHEATON, MCCOY & ASSOCIATES, LTD.  
 Civil and Survey Engineers & Architects  
 1400 West Lake Street  
 Wheaton, Illinois 60187  
 Phone: 630.331.1111  
 Website: www.wma.com

| NO. | DATE     | DESCRIPTION       |
|-----|----------|-------------------|
| 1   | 08/14/24 | ISSUED FOR PERMIT |
| 2   | 08/14/24 | ISSUED FOR PERMIT |
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| 100 | 08/14/24 | ISSUED FOR PERMIT |

**GRADING PLAN**

**C-1.0.4**

CHICAGOLAND PAVING CONTRACTORS, INC.  
225 TELSER ROAD  
LAKE ZURICH, IL 60047  
TEL: 847-550-9681 FAX: 847-550-9684

August 29, 2024

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

Re: Wheaton Park District  
Northside Park Pickleball and Basketball Court Construction  
#24-47 - AUP #3 - Undercuts and Sidewalk

Mr. Hinchee,

Shown below is our pricing for the requested plan changes. Please provide us with your written approval by signing below and a formal change order if you would like the work to be completed at the prices shown.

| <u>Item</u>   | <u>Unit</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u>       |
|---|-------------|-----------------|-------------------|--------------------|
| Sidewalk Removal (140sf)                              | LS          | 1               |                   | \$490.00           |
| New Sidewalk w/Excavation (200sf)                     | LS          | 1               |                   | \$5,000.00         |
| Undercut (Fabric, 12" of 3" Rock, 6" CA-6)<br>(305sy) | LS          | 1               |                   | \$15,250.00        |
| Curb R&R (10')  | LS          | 1               |                   | \$1,000.00         |
| Landscape Restoration (100sy)                         | LS          | 1               |                   | \$1,000.00         |
|   |             |                 | <b>Total</b>      | <b>\$22,740.00</b> |

Respectfully,



William R. Bowes, Vice President  
Chicagoland Paving Contractors, Inc.

ACCEPTED: \_\_\_\_\_

\_\_\_\_\_  
Name / Title / Date

**CHICAGOLAND PAVING CONTRACTORS, INC.**  
**225 TELSER ROAD**  
**LAKE ZURICH, IL 60047**  
**TEL: 847-550-9681 FAX: 847-550-9684**

July 17, 2024

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

**Re: Wheaton Park District  
 Northside Park Pickleball and Basketball Court Construction  
 #24-47 - AUP #1 - Undercut Pricing Options**

Mr. Hinchee,

Shown below is our pricing for the requested undercut options. Please provide us with your written approval by signing below and a formal change order if you would like the work to be completed at the prices shown.

| <u>Item</u>  | <u>Unit</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> |                 |
|--|-------------|-----------------|-------------------|--------------|-----------------|
| Price to add 1" to the asphalt binder course for a total of 2.5" binder. The surface course will remain 1.5"           | LS          | 1               | \$8,500.00        | \$8,500.00   |                 |
| Price to install geogrid under the area of stone that is to be regraded.   | LS          | 1               | \$3,500.00        | \$3,500.00   |                 |
| Price to flip the stone on the other half in order to install same geogrid on area that was not excavated in base bid. | LS          | 1               | \$10,000.00       | \$10,000.00  |                 |
| Price to install glass-grid between the binder course and surface course.  | LS          | 1               | \$9,500.00        | \$9,500.00   | Selected Option |
| Price to undercut the entire court 1', install specified geogrid and 3" stone.   | LS          | 1               | \$45,000.00       | \$45,000.00  |                 |
| <b>Total</b>   |             |                 |                   |              |                 |

Respectfully,



William R. Boves, Vice President  
 Chicagoland Paving Contractors, Inc.

ACCEPTED: \_\_\_\_\_

\_\_\_\_\_  
 Name / Title / Date





**WEBSTER, MCGRATH & AHLBERG, LTD.**

LAND SURVEYING — CIVIL ENGINEERING — LANDSCAPE ARCHITECTURE

2100 MANCHESTER RD, BUILDING A, SUITE 203, WHEATON, IL 60187

PH: 630-683-7803 FAX: 630-682-1760 WEB: WWW.WMALTD.COM

---

Date: August 30, 2024

To: Steve Hinchee  
Superintendent of Planning

From: Benedict Bussman, Vice President

Re: North Side Park  
Basketball and Pickleball Courts  
Glass Grid

We have reviewed the Glass Grid system proposed by Chicagoland Paving and it is our opinion the system will extend the life of the pavement and reduce any chance of future pavement cracking.

TO: Board of Commissioners

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

THROUGH: Michael Benard, Executive Director

RE: Change Order #2 – HDI Enterprises LLC - Central Athletic Complex  
Kale Gym Sub Floor Replacement

DATE: September 4, 2024



**SUMMARY:**

The Kale Gym flooring project was bid out earlier this year and will include the replacement of the entire floor in this gym. When the flooring was removed, we identified that the existing sleepers/subfloor was deteriorating and unsuitable. The original plan was to replace this, before it was rebid with the hopes of reusing some of this material. The contractor proposed this change to construct a complete flooring system with foam insulation and a double layer of plywood.

|   |              |
|---|--------------|
| The Contract Sum prior to this Change Order     | \$144,463.50 |
| The Contract Sum increased by Change Order #1   | \$6,500.00   |
| The New Contract Sum including Change Orders #1 | \$150,963.50 |
| The Contract Sum increased by Change Order #2   | \$18,850     |
| The New Contract Sum including Change Orders #2 | \$169,813.50 |

**PREVIOUS COMMITTEE/BOARD ACTION:**

The board approved the bid from HDI Enterprises, LLC for the Kale Gym Floor Replacement Project at the February 21, 2024 board meeting.

**REVENUE OR FUNDING IMPLICATIONS:**

|                                 |              |
|---------------------------------|--------------|
| Account 40-000-187-57-5706-0000 | \$200,000    |
| Contract                        | \$144,463.50 |
| C.O. #1                         | \$6,500      |
| C.O. #2                         | \$18,850     |
| Budget Balance                  | \$30,186.50  |

**STAKEHOLDER PROCESS:**

The Athletic Department was consulted regarding scheduling work.

**LEGAL REVIEW:**

N/A

**ATTACHMENTS:**

C.O. #2 from HDI Enterprises, LLC.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve Change Order #2 from HDI Enterprises, LLC for the Central Athletic Complex Main Gym Floor Refinishing Project in the amount of \$18,850.

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## WHEATON PARK DISTRICT CHANGE ORDER

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**Project:** Central Athletic Complex Kale Gym Floor Replacement Project

**Change Order No.:** 2

**To:** HDI Enterprises, LLC  
**Attn:** Thomas Kopriva  
10133 Hwy. 641 N  
Purveyor, TN 38251

**Change Order Date:** 8/19/24

**Contract Date:** 3/15/24

**Contract For:** Central Athletic Complex Kale Gym Floor – Install Foam and Plywood Sub floor

---

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

1. Install ½" foam pad and two (2) layers of 1 1/32" plywood for the subfloor. Install maple flooring on top of the subfloor.

### Add to the Contract:

**\$18,850.00**

---

|   |              |
|---|--------------|
| The original Contract Sum was   | \$144,463.50 |
| Net Change by previous Change Orders                                    | \$6,500.00   |
| The Contract Sum prior to this Change Order \$                          | \$150,963.50 |
| The Contract Sum will be increased by this Change Order                 | \$18,850.00  |
| The new Contract Sum including this Change Order will be                | \$169,813.50 |
| The Contract Time will not be changed                                   | 0            |
| The Date of Completion as of the date of this Change Order therefore is | 8/30/24      |

Wheaton Park District  
**Owner**

102 East Wesley Street  
Wheaton, IL 60187

**Address**

  
Michael J. Benard, Executive Director

Aug 19, 2024

HDI Enterprises, LLC  
**Contractor**

10133 Hwy. 641 N  
Purveyor, TN 38251

**Address**

  
Thomas Kopriva, Operations Manager

Aug 19, 2024

BALANCED  
PERFORMANCE SYSTEM

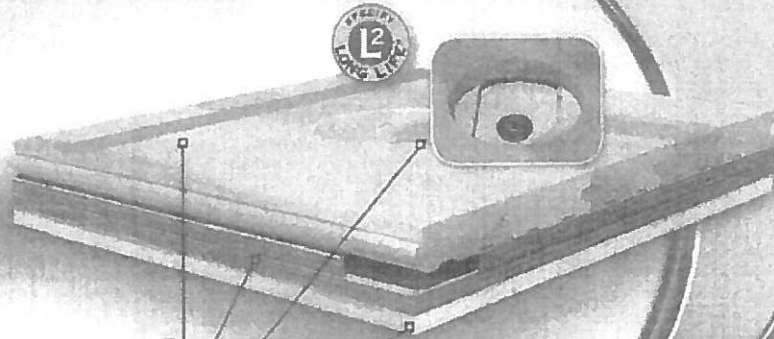
**BPS™ LP**

A VERSATILE LOW-PROFILE  
ANCHORED PANEL SYSTEM

BPS LP  
ANCHORED PANEL SYSTEM

An Advanced  
Low-Profile System.

- Extra-low profile and high-profile options
- Versatile applications



Horner MFMA Maple  
3/8" rated panels  
Anchor with vertical slip action  
1/4" foam

LEED  
Registered Additive

BALANCED  
PERFORMANCE SYSTEM

BPS™ LP

Traditional field houses, gymnasiums,  
aerobic and dance floors, high  
performance and competition facilities

PERFORMANCE

Tested in accordance DIN 18032-Part II / EN 1490-2006


PERFORMANCE CHARACTERISTICS

|  |   |
|--|---|
| Shock Absorption   | ✓ |
| Vertical Deflection  | ✓ |
| Area of Deflection   | ✓ |
| Ball Bounce  | ✓ |
| Surface Friction (Coefficient of Friction/Sliding Coefficient) | ✓ |
| Rolling Load   | ✓ |

SPECIFICATIONS

- System Thickness\*/Pad Options
- 2 3/32" MFMA Horner Maple:  
1 3/4" Floor using 1/4" foam pad and 3/8" rated sheathing
  - 2 1/32" MFMA Horner Maple - Add 1/4"
- \*System Thickness is equivalent to slab depression for new facilities

MATERIALS

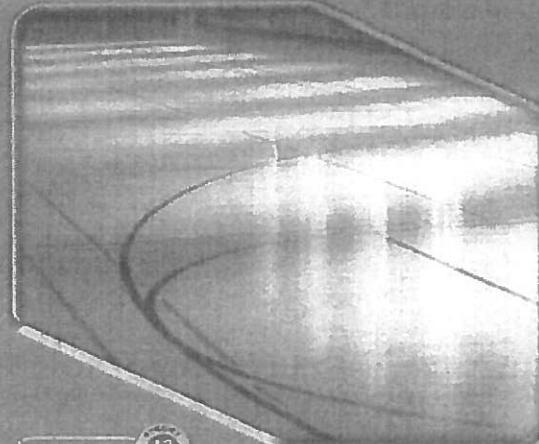
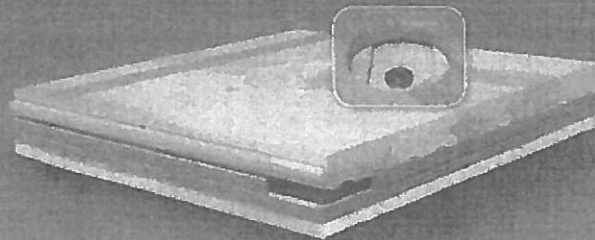
- Option: Specify Horner LongLife™ Maple 
- Subfloor: Rated sheathing
- Optional: closed-cell foam pad
- Modified steel drive pin anchors
- Vapor retarder


GREEN LEED OPTIONS

- FSC Maple Flooring MRC 7
- FSC Subfloor Components MRC 7 Exemplary Performance

INSTALLATION REFERENCES

- New Kent High School, New Kent, VA
- Paonia High School, Paonia, CO
- U.S. Basketball Association, Louisville, KY
- Dumars Residence, Bingham Farms, MI
- Greenbriar, White Sulphur Springs, WV



**SPECIFY**  For extended wear life, choose **Long Life™**. Horner's **Long Life™** flooring is 25/32" thick, hard maple with the same wear depth as 33/32" flooring. **Long Life™** provides the economical, cost savings and maintenance benefits of a 25/32" floor with extended wear life. More durable, stronger system and economical. Why not value engineer?

**HORNER FLOORING** is the leading manufacturer of athletic flooring systems used in high school gyms, college and professional arenas, and public and private training facilities.

Please contact us regarding our extended maintenance warranty options.



**HORNER FLOORING COMPANY, INC.**  
800.380.0119 / [www.hornerflooring.com](http://www.hornerflooring.com)  
P.O. Box 360, 23400 Hellman Avenue, Dollar Bay, MI 49922  
P: 905.482.1180 • F: 905.482.6115 / [info@hornerflooring.com](mailto:info@hornerflooring.com)

**SECTION 096466 -- WOOD GYMNASIUM FLOORING****PART 1-GENERAL****1.1 DESCRIPTION**

- A. This document specifies a wood strip athletic floor system consisting, in general, of wood subflooring, maple flooring, vapor retarder, vertical restrainers (system specific), sanding, sealers, finishes, game lines, and wall base
- B. The concrete contractor shall provide a concrete slab, smooth troweled and level to a tolerance of 1/8" (3mm) in a 10'0" (3m) radius, subject to the approval of the wood flooring contractor. LABOR AND MATERIALS NECESSARY TO PUT THE CONCRETE SLAB IN ACCEPTABLE CONDITION (HIGH AREAS GROUND DOWN AND LOW AREAS FILLED WITH APPROVED LEVELING COMPOUNDS) SHALL BE THE RESPONSIBILITY OF THE CONCRETE CONTRACTOR
1. Concrete slab depression to be used with 7/16" (11mm) BPS pads shall be:
    - a. 2" (51mm) for 25/32" (20mm) thick flooring.
    - b. 2 1/2" (57mm) for 33/32" (26mm) thick flooring.
  2. OPTION: Concrete slab depression to be used with 1/4" (6mm) foam shall be:
    - a. 1 13/16" (46mm) for 25/32" (20mm) thick flooring.
    - b. 2 1/16" (52mm) for 33/32" (26mm) thick flooring.
  3. Concrete subfloors shall have an adequate vapor retarder beneath and at the perimeter of the slab.
  4. No pea gravel, river gravel or slag aggregate shall be allowed in the concrete. The concrete strength range at the time of wood flooring installation shall be between 3,000 PSI and 3,500 PSI.

**1.2 QUALITY ASSURANCE**

- A. Supplier Qualifications
1. Supplier of wood flooring shall be Horner Flooring Company.
  2. Basis of design shall be "Balanced Performance" sports floor system as provided by Horner Flooring, [www.hornerflooring.com](http://www.hornerflooring.com), (800-380-0119).
  3. Materials other than those listed must be approved 10 days prior to bid date by written addendum. Materials from non-approved manufacturers will not be accepted.
- B. Installer Qualifications
1. The flooring contractor shall be a Horner Accredited Installation Company with MFMA Accredited Installer(s) on-site for the duration of the wood floor installation; or, a contractor approved by Horner Flooring.
- C. Flooring shall be stored on the premises before installation commences as required for acclimation. Final determination as to acclimation will be made by the flooring contractor.
- D. System meets all DIN/EN requirements.

**1.3 WORKING CONDITIONS**

- A. The floor system shall not be delivered or installed until the concrete slab is properly cured and all masonry, plastering, tie work and overhead mechanical trades are completed and building is permanently enclosed and weathertight.
- B. Permanent heat, light and ventilation shall be installed and operative during and after installation, maintaining a temperature range of 55° F (13° C) to 75° F (24° C) and a relative humidity range that changes no more than 15% from low to high humidity levels.
- C. HVAC System shall be operating in balance at levels and conditions consistent with those during permanent occupancy.

**1.4 WARRANTY**

- A. Horner Flooring Company hereby warrants the flooring materials to be free from manufacturing defects for a period of one year from the date of substantial completion. This warranty is expressly limited to the flooring materials supplied by Horner. This warranty is in lieu of all other warranties, expressed or implied including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Horner. This warranty does not cover floor damage caused by conditions beyond our control, such as fire, wind, floor surface chemical action, faulty maintenance, improper ventilation, faulty construction of building, Act of God, ordinary wear and tear, excess moisture and excess dryness, separation of concrete slab, settlement of walls, failure of floor if not installed properly, when installed over poured urethane if poured urethane returns to its liquid state, if poured

urethane releases from concrete slab or failure of floor if installed over polyvinyl chloride synthetic flooring. In the event of breach of any warranty, the liability of Horner shall be limited to repairing or replacing material and system components supplied by Horner and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential.

- B. Extended warranties are based on maintenance and yearly/annual cleaning and recoating agreements with certified contractors

## PART 2-PRODUCTS

### 2.1 MATERIAL

- A. Flooring shall be Horner 25/32" (20mm) or 33/32" (26mm) thick x 2 1/4" (57mm) or 1 1/2" (38mm) wide First, Second and Better, Third and Better or Third Grade, random length continuous tongue and groove and end-matched MFMA Northern Hard Maple, grade marked and stamped as manufactured by Horner Flooring Company.  
OPTION: Horner Long Life™ flooring if so specified.
- B. Vapor retarder shall be 6 mil polyethylene
- C. Subfloor shall be 4' x 8' x 3/8" (122cm x 244cm x 10mm) rated sheathing, exposure 1, plywood, bottom sheet shall be padded with 7/16" (11mm) Horner BPS (SAFE™) pad by manufacturer.  
OPTION: Rawl type (R-II) restraint if so specified.  
OPTION: Pads can be replaced with 1/2" (6mm) closed cell polyethylene foam.
- D. Fasteners
1. Flooring fasteners shall be 1-1/4" (51mm) barbed cleat or 15 gauge (1.8mm) coated staples.  
OPTION: If Horner Long Life™ is specified, use 1 1/2" (51mm) 15 gauge (1.8mm) staples only
  2. Subflooring fasteners shall be 1" (25mm) cleats or staples
- E. Wall base shall be 3" x 4" (76mm x 102mm) Vent Cove heavy duty molded, vented base with premolded outside corners as supplied by Horner Flooring Company. Specify color: black or brown.
- F. Finish material shall be specified from the latest listing provided by the MFMA, and shall be applied according to finish manufacturer's instructions.
- G. Gameline paint shall be compatible with finish.
- H. Stop blocking, where heavy loads are anticipated, stop blocking shall be installed between pad locations.

## PART 3-EXECUTION

### 3.1 INSPECTION

- A. Inspect concrete slab for proper tolerance and dryness and report any discrepancies to the general contractor for correction
- B. The concrete slab shall be cleaned of all debris so flooring contractor will have adequate access to work surface.
- C. All overhead work and wet trades shall be complete in floor work area.

### 3.2 INSTALLATION

- A. Cover concrete with 6 mil polyethylene, sealing and lapping joints a minimum of 4" (102mm).
- B. Install padded bottom layer of plywood at a 45o angle across the long dimension of the finished floor, leaving a 1" (25mm) space along the 8' (244cm) side and a 2" (51mm) space at the ends of each sheet and installed in a running bond pattern.  
OPTION: Drill for R-II restraint installation if so specified.
1. If 1/2" (6mm) closed cell polyethylene foam option is utilized, install foam before installing bottom layer of plywood, substituting unpadded plywood for padded plywood
- C. Install top layer of plywood in a running bond pattern perpendicular (90o) to the bottom layer leaving a 1" (25mm) space along the 8' (244cm) side and a 2" (51mm) space at the ends of each sheet and installed in a running bond pattern.
- D. If so specified, install Horner's BPS hold downs according to manufacturer's instruction.
- E. Install flooring parallel to the long dimension of the room by power nailing or stapling 16"-12" (254mm-305mm) o.c.
1. Provide 2" (51mm) expansion voids at the perimeter and at all vertical obstructions



- F. Stop blocking 4"x4" minimum shall be attached to underside of 1<sup>st</sup> layer of subfloor allowing a maximum of 1/4" less than pad thickness where heavy loads are anticipated
- G. Solid blocking shall be attached to areas under bleachers in the closed position. Solid blocking shall match the thickness of system pad. Solid blocking shall be a minimum of 4" wide and 12" O.C.
- H. Expansion Provisions-Size joints between maple flooring strips to allow for intermediate expansion in accordance with expected humidity changes and conditions in the space.

**3.3 FLOOR SANDING**

- A. Machine sand with coarse, medium and fine paper to a smooth, even and uniform surface
- B. Remove sanding dust from entire surface by tack of vacuum.
- C. Refer to MFMA sanding and finishing guide for procedures.

**3.4 FINISHING**

- A. Inspect entire area of floor to insure that surface is acceptable for finishing, completely free from sanding dust and perfectly clean.
- B. Apply seal and finish per finish manufacturer's instructions.
- C. Buff and clean floor between each coat or as necessary.
- D. Paint game lines as shown on drawings, between seal coats
- E. Game line paint shall be compatible with finish.

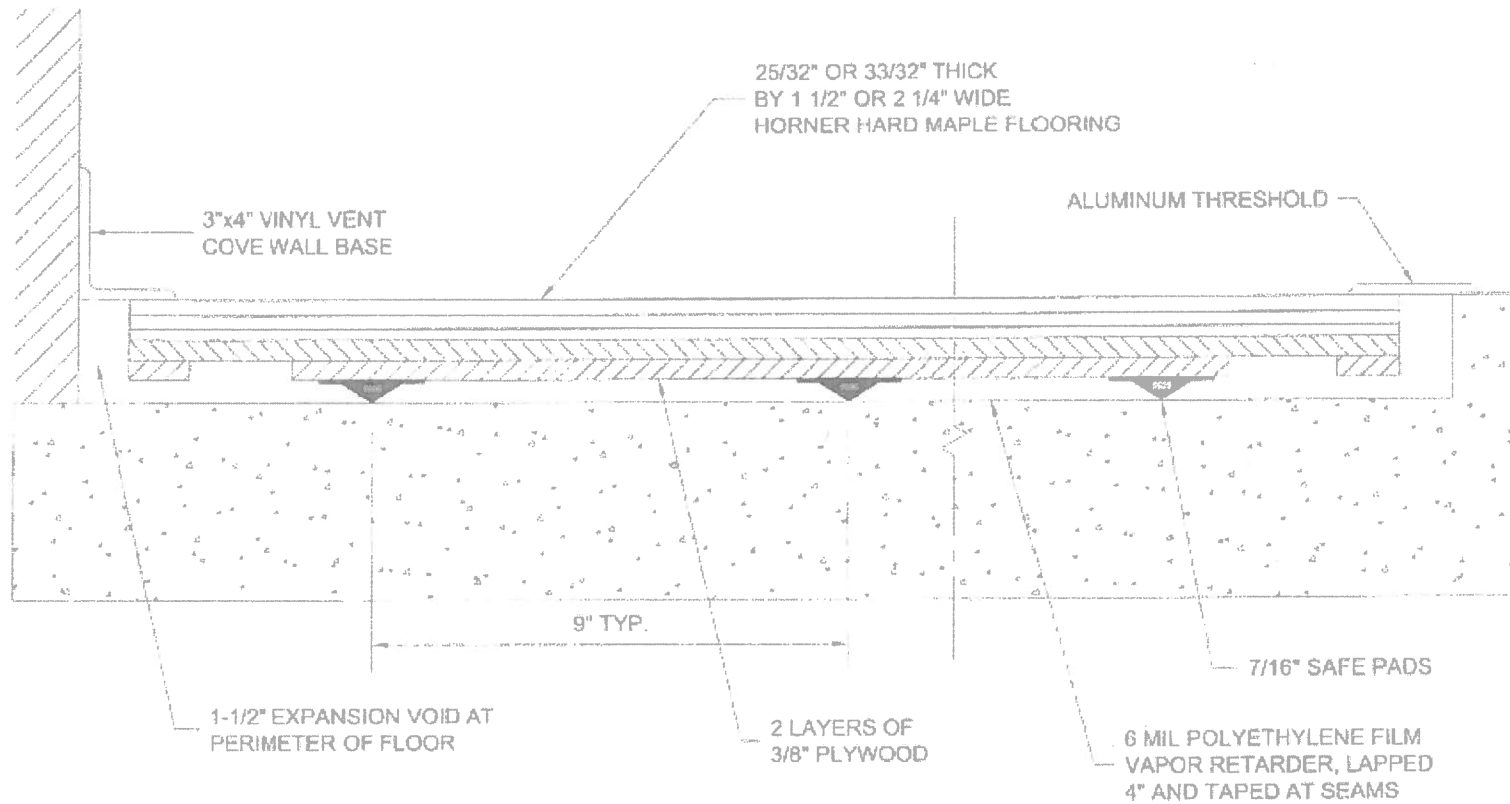
**3.5 BASE INSTALLATION**

- A. Install Vent Cove base, mitering inside corners and anchoring to walls with base cement or screws and anchors.

**3.6 MAINTENANCE**

- A. Upon completion of floor installation, the owner, attendants or individuals in charge and responsible for the upkeep of the building are to see that the care and maintenance instructions outlined within the provided Horner Care and Maintenance Manual are followed. Horner flooring and certified dealers may offer extended warranty and maintenance agreements. It is recommended that any extended agreements include maintenance and recoats by the original installing contractor or related/recommended parties. (See maintenance/cleaning and recoating information on Horner Flooring website)

**END OF SECTION**

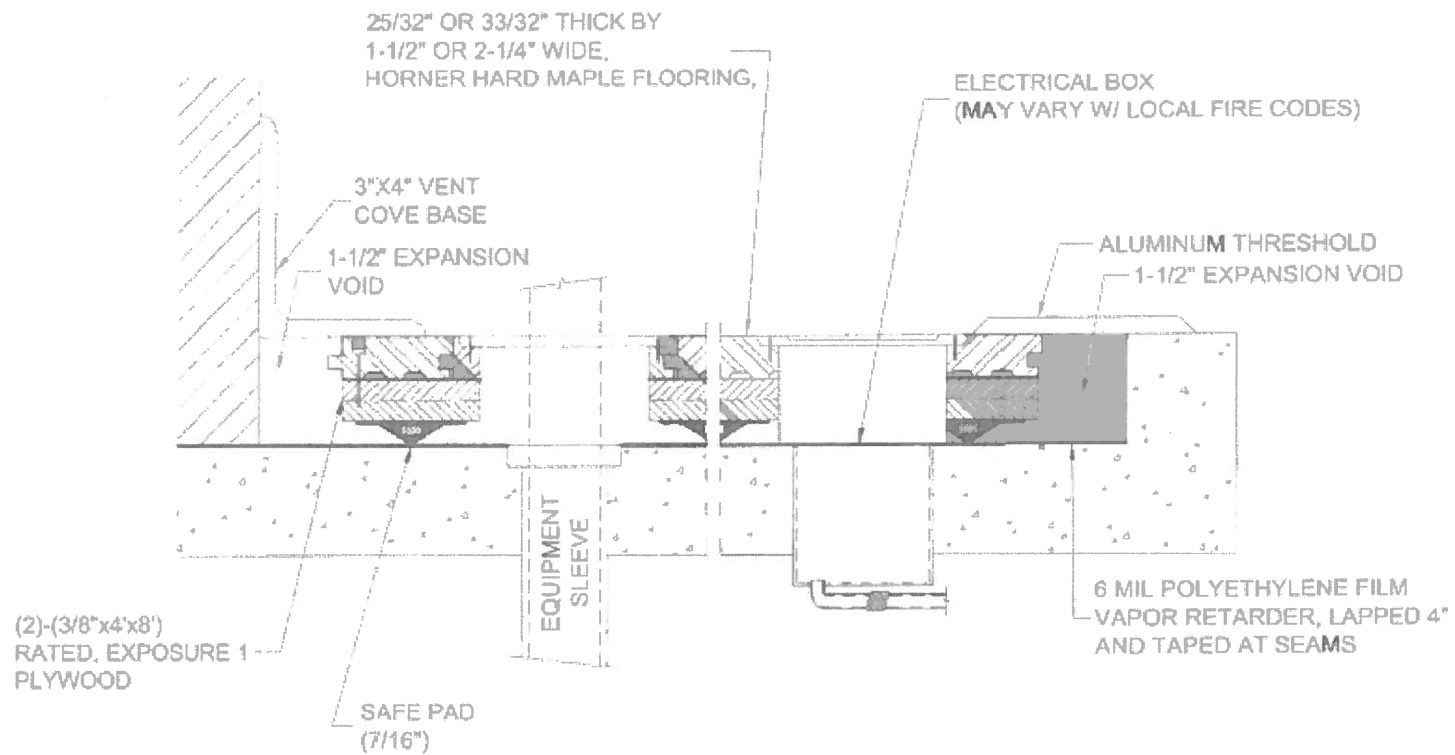


## BALANCED PERFORMANCE SYSTEM (BPS) - SIDE VIEW

HORNER FLOORING COMPANY  
DOLLAR BAY, MI  
11-01-09

| SLAB DEPRESSION |                   |                 |                |
|-----------------|-------------------|-----------------|----------------|
|                 | FLOORING          | 25/32" (20mm)   | 33/32" (26mm)  |
| REGULAR PROFILE | 7/16" PADS (11mm) | 2" (51mm)       | 2-1/4" (57mm)  |
| LOW PROFILE     | 1/4" FOAM (11mm)  | 1-13/16" (46mm) | 2-1/16" (52mm) |
| HIGH PROFILE*   | 3/4" PADS (19mm)  | 2-5/16" (59mm)  | 2-9/16" (65mm) |

\*THIS OPTION ALSO INCLUDES 2 LAYERS OF 15/32" PLYWOOD



## BALANCED PERFORMANCE SYSTEM

HORNER FLOORING COMPANY

DOLLAR BAY, MI

11-01-09

TO: Board of Commissioners

FROM: Daniel Novak, Director of Arrowhead Operation  
Neil Dalcero, Arrowhead Building Engineer

THROUGH: Michael Benard, Executive Director

RE: Vendor Change Request | 2024 Recycling Services

DATE: September 4, 2024



**SUMMARY:**

In May 2024, the Wheaton Park District Board of Commissioners approved bid results for Waste Removal, Recycling and Composting Services throughout the district facilities.

Arrowhead Golf Club is requesting a change in vendor for recycling service. LRS LCC was awarded the recycling contract, however Arrowhead is seeking a vendor that can provide a service vehicle that performs front end loading versus rear end loading. This request stems from the location of the dumpsters and the effect the large vehicles impact the asphalt within the vicinity and turning circumference.

In October of 2024, an asphalt replacement project is scheduled to repair and replace the loading dock area at Arrowhead Golf Club. Staff are looking to protect this investment by limiting the wear and tear in this location and have Groot Industries provide a recycling service with front end loading capabilities in addition to the trash service that they currently provide.

**PREVIOUS COMMITTEE/BOARD ACTION:**

On May 15, 2024, contracts for waste services were approved.

| Company                 | Total Annual Cost – Trash | Cost per Ton 20 Yd & 30 Yd | Total Annual Cost – Recycling | Total Annual Cost - Composting |
|-------------------------|---------------------------|----------------------------|-------------------------------|--------------------------------|
| <b>Groot Industries</b> | <b>\$49,337.92</b>        | <b>\$62</b>                | \$8,198.56                    | <b>\$5,319.00</b>              |
| Waste Management        | \$72,584.33               | \$63                       | \$9,552.04                    | N/A                            |
| <b>LRS LLC</b>          | <b>\$79,216.37</b>        | <b>\$65</b>                | <b>\$5,772.81</b>             | \$14,040.00                    |

**REVENUE OR FUNDING IMPLICATIONS:**

Funds for these services are budgeted in the respective accounts for their service locations. The change in service will increase Arrowheads Operational Budget by \$1,353.48 per year.

**RECOMMENDATION:**

It is recommended that the Wheaton Park District Board of Commissioners approve a change request for Arrowhead Golf Club for recycling services and award the service to Groot Industries at an additional annual cost of \$1,353.48 per year.