



**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL
2. OPEN FORUM
3. CONSENT AGENDA
  - a. APPROVAL OF December 17, 2018 AGENDA
  - b. APPROVAL OF MINUTES
    - i. November 12, 2018 Regular Meeting Minutes
    - ii. November 29, 2018 Special Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING November 30, 2018
    - i. Approval of Warrant No. 618
4. PUBLIC HEARING – TRUTH IN TAXATION ACT - For the Levying of Taxes and Assessing of Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District, DuPage and Cook Counties, Illinois

(Notice of the Public Hearing was Published on December 6, 2018 in the Daily Herald Newspaper and on the District's Website.)

  - a. Call to Order the Public Hearing
  - b. Open Forum for the Receipt of Public Comments and Questions Regarding the Levying of Taxes and Assessing of Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District, DuPage and Cook Counties, Illinois.
  - c. Adjournment of Public Hearing
5. COMMUNICATIONS/PROCLAMATIONS
  - a. Board of Commissioners to share communications
  - b. Family Locker Room Project Report
6. STAFF RECOGNITION
  - a. None





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

**7. REPORTS:**

- a. Administrative, IT, and Marketing Report
- b. Finance & Human Resources Report
- c. Recreation & Facilities Report
- d. Parks & Planning Report

**8. ADJOURN TO CLOSED SESSION**

**9. CLOSED SESSION**

- a. Discussion and Approval of Closed Regular Meeting Minutes, November 12, 2018
- b. Discussion and Approval of Closed Special Meeting Minutes, November 29, 2018
- c. The Purchase or Lease of Real Property for the Use of the Public Body - Pursuant to 5 ILCS 120/2(c)(5)

**10. RECONVENE TO OPEN SESSION**

**11. UNFINISHED BUSINESS**

- a. Ordinance No 18-1217: An Ordinance Levying Taxes and Assessing Taxes for the Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois
- b. IAPD Credentials: An Appointment of Certain District Representative(s) to serve as Delegate(s) to the Annual Business Meeting of the Illinois Association of Park Districts
- c. Records Management and Disposal
  - i. Application for Authority to Dispose of Local Records No. 15:098: Records Disposal Certificate for March 22, 2019
- d. Approval of a Travel Expense for Commissioner Attendance at the 2019 IAPD/IPRA Annual Conference, January 24-26, 2019 at the Hyatt Regency Chicago.
- e. 2019 Board Meeting Dates
- f. Resolution 18-1221: A Resolution Approving an Intergovernmental Agreement for Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District
- g. Resolution 18-1218: A Resolution Approving and Authorizing Change Orders Involving an Increase in the Contract Price with Clauss Brothers, Inc. for the Central Park Improvement Project – Excavation and Site Utilities





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

Unfinished Business - continued

- h. Resolution 18-1219: A Resolution Approving and Authorizing A Change Order Involving an Increase in the Contract Price with M & J Asphalt Paving Company for the Central Park Improvement Project
- i. Resolution 18-1220 A Resolution Approving and Authorizing a Change Order Involving an Increase in the Contract Price with Peerless Enterprises, Inc. for the Central Park Improvement Project

**12. NEW BUSINESS**

- a. Resolution 18-1222: A Resolution for the Approval of a Real Estate Sales Contract for Real Property Commonly Known as “McDonalds Soccer Fields.” (\*\*\*)Requires Waiving the Board Rules to Approve at this meeting.)
- b. Ordinance 18-1223: An Ordinance providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof (\*\*\*)Requires Waiving the Board Rules to Approve at this meeting.)
- c. Agreement with Chapman & Cutler, LLP for Bond Counsel and Disclosure Counsel Services (\*\*\*)Requires Waiving the Board Rules to Approve at this meeting.)
- d. Aquatic Facility Coordinator
- e. Conservation Easement Amendment for the Dean Nature Sanctuary
- f. Amendment: Safety Manual Chapter 10, Confined Space Program

**13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON January 21, 2019, 6:30 p.m.**

**14. ADJOURNMENT**





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL *[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*
2. OPEN FORUM *[Ask whether there are any public comments under “Open Forum.” If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]*
3. CONSENT AGENDA *[Request a motion (and second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.***

*Then ask for a motion (and second) to approve the Consent Agenda, as presented. **Roll Call Vote...***

- a. APPROVAL OF December 17, 2018 AGENDA
- b. APPROVAL OF MINUTES
  - i. November 12, 2018 Regular Meeting Minutes
  - ii. November 29, 2018 Special Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING November 30, 2018
  - i. Approval of Warrant No. 618
4. PUBLIC HEARING – TRUTH IN TAXATION ACT - For the Levying of Taxes and Assessing of Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District, DuPage and Cook Counties, Illinois (Notice of the Public Hearing was Published on December 6, 2018 in the Daily Herald Newspaper and on the District's Website.)
  - a. Call to Order the Public Hearing *[Request a motion and a second to Convene to the Public Hearing. **Roll Call Vote...***  
***Call to Order the Public Hearing for the Truth In Taxation Act – For the Levying of Taxes and Assessing of Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District, DuPage and Cook Counties, Illinois and **Conduct a Roll Call.*****

*President will read prepared talking points. Ask for Discussion or Questions of the Board as appropriate.]*

Page 1 of 6

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

We strive to provide the **very best** in **park** and **recreational opportunities, facilities, and open lands** for **our community**.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)







**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

- b. Open Forum for the Receipt of Public Comments and Questions Regarding the Levying of Taxes and Assessing of Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District, DuPage and Cook Counties, Illinois. ***[Ask Whether There Are Any Public Comments or Questions Concerning the Tax Levy Ordinance Under This “Open Forum” Note, for purposes of the hearing, the individual may present his/her testimony within the 5-minute allotted for Public Comment pursuant 1.1VII B of the Rules of the Board of Commissioners.]***
- c. Adjournment of Public Hearing ***[Request a motion and a second to Adjourn the Public Hearing and reconvene the December 17, 2018 Regular Meeting. Voice Vote – “All in Favor...”]***
- 5. **COMMUNICATIONS/PROCLAMATIONS**
  - a. Board of Commissioners to share communications ***[For Discussion Only]***
  - b. Family Locker Room Project Report ***[For Review and Discussion Only. Dave Thommes, Deputy Director, will present a report on the Family Locker Room Project.]***
- 6. **STAFF RECOGNITION**
  - a. None
- 7. **REPORTS: [For Review and Discussion Only]**
  - a. Administrative, IT, and Marketing Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report
- 8. **ADJOURN TO CLOSED SESSION** ***[Request a motion and second to adjourn the Open Session of the regular Board Meeting and convene the Closed Session for the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the discussion regarding the Purchase or Lease of Real Property for the Use of the Public Body Pursuant to 5 ILCS 120/2(c)(5). Roll Call Vote...]***
- 9. **CLOSED SESSION**
  - a. Discussion and Approval of Closed Regular Meeting Minutes, November 12, 2018
  - b. Discussion and Approval of Closed Special Meeting Minutes, November 29, 2018
  - c. The Purchase or Lease of Real Property for the Use of the Public Body - Pursuant to 5 ILCS 120/2(c)(5)





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

10. **RECONVENE TO OPEN SESSION** *[Request a motion and a second to adjourn the Closed Session. **Voice Vote – All in Favor....**]. Then request a motion and a second to reconvene the Open Session of the December 17, 2018 Regular Meeting. **Roll Call Vote...**]*
11. **UNFINISHED BUSINESS**
- a. Ordinance No 18-1217: An Ordinance Levying Taxes and Assessing Taxes for the Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois *[Request a motion and a second to approve Ordinance 18-1217: An Ordinance Levying Taxes and Assessing Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois. **Roll Call Vote...**]*
  - b. IAPD Credentials: An Appointment of Certain District Representative(s) to serve as Delegate(s) to the Annual Business Meeting of the Illinois Association of Park Districts *[Request a motion and a second to appoint Laure Kosey, Executive Director, as the District's delegate for the Annual Business Meeting of the Illinois Association of Park Districts. **Roll Call Vote...**]*
  - c. Records Management and Disposal
    - i. Application for Authority to Dispose of Local Records No. 15:098: Records Disposal Certificate for March 22, 2019 *[Request a motion and a second to Approve the Application for Authority to Dispose of Local Records No 15:098, Records Disposal Certificate for March 22, 2019. **Roll Call Vote...**]*
  - d. Approval of a Travel Expense for Commissioner Attendance at the 2019 IAPD/IPRA Annual Conference, January 24-26, 2019 at the Hyatt Regency Chicago. *[Request a motion and a second to Approve a Travel Expense for Commissioners Tan and Truedson to attend the 2019 IAPD/IPRA Annual Conference, held on January 24-26, 2019 at the Hyatt Regency Chicago. **Roll Call Vote...**]*
  - e. 2019 Board Meeting Dates *[Request a motion and a second to Approve the 2019 Board Meeting Dates. **Roll Call Vote...**]*
  - f. Resolution 18-1221: A Resolution Approving an Intergovernmental Agreement for Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District. *[Request a motion and a second to approve Resolution 18-1221: A Resolution Approving an Intergovernmental Agreement for Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District. **Roll Call Vote...**]*





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

Unfinished Business - continued

- g. Resolution 18-1218: A Resolution Approving and Authorizing Change Orders Involving an Increase in the Contract Price with Clauss Brothers, Inc. for the Central Park Improvement Project – Excavation and Site Utilities *[Request a motion and a second to approve Resolution 18-1218: A Resolution Authorizing Change Orders Involving an Increase in the Contract Price with Clauss Brothers, Inc. for the Central Park Improvement Project – Excavation and Site Utilities, in the amount of \$9,250 for a new total cost not-to-exceed \$325,810. Roll Call Vote...]*
- h. Resolution 18-1219: A Resolution Approving and Authorizing A Change Order Involving an Increase in the Contract Price with M & J Asphalt Paving Company for the Central Park Improvement Project *[Request a motion and a second to approve Resolution 18-1219: A Resolution Approving and Authorizing a Change Order Involving an Increase in the Contract Price with M&J Asphalt Paving Company for the Central Park Improvement Project in the amount of \$3,594 for a new total cost not-to-exceed \$96,147.68. Roll Call Vote...]*
- i. Resolution 18-1220 A Resolution Approving and Authorizing a Change Order Involving an Increase in the Contract Price with Peerless Enterprises, Inc. for the Central Park Improvement Project *[Request a motion and a second to Approve Resolution 18-1220: A Resolution Approving and Authorizing a Change Order Involving an Increase in the Contract Price with Peerless Enterprises, Inc. for the Central Park Improvement Project in the amount of \$715 for a new total cost not-to-exceed \$121,526. Roll Call Vote...]*

**12. NEW BUSINESS**

- a. Resolution 18-1222: A Resolution for the Approval of a Real Estate Sales Contract for Real Property Commonly Known as “McDonalds Soccer Fields.” (\*\*\*Requires Waiving the Board Rules to Approve at this meeting.) *[Request a motion and a second to waive the Board Rules to approve at this meeting, Resolution 18-1222: A Resolution for the Approval of a Real Estate Sales Contract for Real Property Commonly Known As “McDonalds Soccer Fields.” Roll Call Vote...]*

*Then request a motion and a second to approve Resolution 18-1222: A Resolution for the Approval of Real Estate Sales Contract for Real Property Commonly Known As “McDonalds Soccer Fields.” Roll Call Vote...]*

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

Page 4 of 6

We strive to provide the **very best in park** and **recreational opportunities, facilities, and open lands** for **our community**.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

New Business - continued

- b. Ordinance 18-1223: An Ordinance providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof (\*\*Requires Waiving the Board Rules to Approve at this meeting.) *[Request a motion and a second to waive the Board Rules to approve at this meeting: Ordinance 18-1223: An Ordinance providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 893), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. **Roll Call Vote...***

*[Request a motion and a second to approve Ordinance 18-1223: An Ordinance providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 893), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. **Roll Call Vote...***

- c. Agreement with Chapman & Cutler, LLP for Bond Counsel and Disclosure Counsel Services (\*\*Requires Waiving the Board Rules to Approve at this meeting.) *[Request a motion and a second to waive the Board Rules to approve at this meeting the Agreement with Chapman and Cutler, LLP for Bond Counsel and Disclosure Counsel Services. **Roll Call Vote...***

*Then request a motion and a second to approve the Agreement with Chapman and Cutler, LLP for Bond Counsel and Disclosure Counsel Services. **Roll Call Vote...***

- d. Aquatic Facility Coordinator *[For Discussion and Review Only]*





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**December 17, 2018 – 6:30 p.m.**  
**Canterberry Room**

New Business - continued

- e. Conservation Easement Amendment for the Dean Nature Sanctuary *[For Review and Discussion Only]*
  - f. Amendment: Safety Manual Chapter 10, Confined Space Program *[For Review and Discussion Only]*
13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON January 21, 2019, 6:30 p.m. *[Announce the next Regular Board Meeting of the Oak Brook Park District Board of Commissioners will be held on January 21, 2019 at 6:30 p.m.]*
14. ADJOURNMENT *[Request for a Motion and a second to adjourn the December 17, 2018 Board Meeting. Voice Vote: "All in favor..."]*

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

We strive to provide the **very best** in **park** and **recreational opportunities, facilities, and open lands** for **our community**.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)



**MINUTES OF THE  
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT  
BOARD OF COMMISSIONERS  
November 12, 2018 – 6:30 p.m.  
Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND ROLL CALL

President Knitter called the Regular Meeting of the Oak Brook Park District to order at 6:30 p.m. in the Recreation Center's Canterbury Room. Commissioner Tan, Truedson, Carson and President Knitter answered "present." Commissioner Trombetta was absent. Also present were Laure Kosey, Executive Director, Steven Adams, Park District Attorney, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

2. OPEN FORUM

President Knitter asked if there was anyone in the audience who wished to address the Board.

There were no requests to address the Board and President Knitter closed Open Forum.

3. CONSENT AGENDA

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve taking a single omnibus vote on the Consent Agenda, as presented.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Tan, Truedson, Carson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

Motion: Commissioner Truedson made a motion seconded by Commissioner Carson, to approve the Consent Agenda, as presented.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Tan, Truedson, Carson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

a. APPROVAL OF November 12, 2018 AGENDA

b. APPROVAL OF MINUTES

i. October 15, 2018 Regular Meeting Minutes

c. APPROVAL OF FINANCIAL STATEMENT ENDING October 31, 2018

i. Approval of Warrant No. 617



#### 4. COMMUNICATIONS/PROCLAMATIONS

##### a. Board of Commissioners to share communications

President Knitter asked if there was anyone on the Board who wished to share communications.

President Knitter thanked the Referendum Committee members present in the audience for their support of the referendum and their hard work in getting the referendum passed.

Ray Cesca, an Oak Brook resident and referendum committee member, said he appreciates the Park District so much, and said those on the Referendum Committee will not stop working until the purchase of the land by the Park District is complete.

There were no further shared communications.

##### b. Strategic Plan Update

Laure Kosey presented the Strategic Plan Update. All materials presented regarding this matter can be found in the Park District records.

Ms. Kosey said the Strategic Plan is updated every six months and said it remains consistent with what we've talked about in the past.

There was no further discussion regarding this matter.

##### c. Tennis Center Business Plan

Alin Pop presented the Tennis Center Business Plan. All materials presented regarding this matter can be found in the Park District records. Mr. Pop said the only significant updates to the plan pertain to financials. He said profits have increased \$20,000 this year due to an increase in programming.

The Board congratulated Mr. Pop for his achievements.

There was no further discussion regarding this matter.

#### 5. STAFF RECOGNITION

##### a. None

#### 6. REPORTS

##### a. Administrative, IT, and Marketing Report

Ms. Kosey said voter turnout was very good in the recent election which included the Park District referendum. She said the final results showed 68% voted in favor of the referendum with an overall voter turnout of 58%.

She said she and staff are currently working on drafting an Intergovernmental Agreement (IGA) for the Park District's management of the Bath & Tennis (B&T) swimming pool next

summer. She said this year we are only requesting a \$230,000 management fee from the Village in order to avoid needing to issue a fee overage refund after the season is complete. Ms. Kosey said she is confident that a \$230,000 management fee is an accurate figure for the Park District's management services.

President Knitter said she wants to ensure that the Village has held up their end of the bargain by keeping the pool and grounds in repair.

Ms. Kosey confirmed that the Village is sufficiently maintaining the pool and will be installing new diving boards this year.

In response to the B&T user feedback, Ms. Kosey said the pool will open an hour earlier and close an hour earlier. She said there is demand for early use, but usage rapidly declines at the end of the day.

Ms. Kosey said the Village has now approached the Park District with a similar proposal for the Park District to manage the clay tennis courts at the B&T. Ms. Kosey said she and Alin Pop are still hammering out the details, but it looks like we will be doing it.

President Knitter said the Village had asked us to manage the clay courts last year but we declined because of the poor condition of the courts, the lack of programming and the possibility that the site would compete with our tennis courts.

Ms. Kosey said she and Mr. Pop would like to propose the idea to the Village of leasing the courts and the Tennis Center providing the programming.

President Knitter said she wants assurance that the Park District will not be responsible for the infrastructure costs.

Ms. Kosey updated the Board on Corporate Relations and noted a decrease in donations due in part with the recent takeover of Private Bank. She said the new owner has a different philosophy and, as a result, we did not receive the \$6,000 donation usually received for the Autumn Fest. She said Evergreen Bank Group is still providing donations but is taking a temporary step back because of its large donation for the Evergreen Bank Group Athletic Field.

There were no further questions or comments regarding Ms. Kosey's report

b. Finance & Human Resources Report

Marco Salinas presented his report, which can be found in the Park District records.

Mr. Salinas reviewed the fund balances with the Board. He said the annual budget process begins this Wednesday.

Mr. Salinas said human resource staff is currently focused on preparing the year-end tax forms.

There were no questions or comments regarding Mr. Salinas's report.

c. Recreation & Facilities Report

Dave Thommes presented his report, which can be found in the Park District records.

Mr. Thommes highlighted upcoming events including the Dri-Tri triathlon the day after Thanksgiving.

President Knitter noted that swim lesson numbers are much improved.

Mr. Thommes said it is in large part due to attention to quality control and an increase in programming.

There were no questions or comments regarding Mr. Thommes's report.

d. Parks & Planning Report

Bob Johnson presented his report, which can be found in the Park District records.

Mr. Johnson said he and his staff recently planted mums throughout Central Park that were donated by Hinsdale Nursery.

Mr. Johnson said only two punch list items remain on the Central Park projects.

Mr. Johnson said the annual athletic light field measurement test will be held on December 17, 2018.

Mr. Johnson said there is a planned controlled burn at the Dean Nature Sanctuary in the next week or two.

Mr. Johnson and the Board discussed how the Park District is in early discussions with a not-for-profit organization, World Bee Project, for collecting bee data in partnership with Oracle. Mr. Johnson will continue to keep the Board posted with updates regarding this matter. Steve Stawarz, a representative from World Bee Project, addressed the Board and provided a brief overview on how his organization and Oracle collect bee data.

There were no further questions or comments regarding Mr. Johnson's report.

7. UNFINISHED BUSINESS

a. None

8. NEW BUSINESS

a. Ordinance No 18-1217: An Ordinance Levying Taxes and Assessing Taxes for the Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois.

A Public Hearing is scheduled to commence at the beginning of the December 17, 2018 Regular Meeting of the Board of Park Commissioners, 6:30 p.m. The Public Hearing is held to receive public comment regarding the levying taxes and assessing of taxes for Fiscal Year 2019-2020 for the Oak Brook Park District, DuPage and Cook Counties, Illinois.

This issue was presented for review and discussion only. Related materials can be found in the Park District records.

Mr. Salinas said this is an annual process and said the Park District is seeking a 5.6% increase from last year. He said the requested levy amount is purposely inflated to capture any new construction revenue and will be adjusted by DuPage and Cook counties.

There was discussion on now the bonds from the referendum will be levied. Mr. Salinas said that is a separate levy ordinance which must be filed by the end of February, 2019, if we want it to be included with 2018 real estate taxes.

There was no further discussion regarding this matter.

- b. IAPD Credentials: An Appointment of Certain District Representative(s) to serve as Delegate(s) to the Annual Business Meeting of the Illinois Association of Park Districts

This issue was presented for review and discussion only.

Mr. Kosey said this is an annual event and that she will be attending it this year.

There was no further discussion regarding this matter.

- c. Records Management and Disposal
  - i. Application for Authority to Dispose of Local Records No. 15:098: Records Disposal Certificate for March 22, 2019

This issue was presented for review and discussion only.

Ms. Kosey said records management and disposal is done annually.

There was no further discussion regarding this matter.

- d. Approval of a Travel Expense for Commissioner Attendance at the 2019 IAPD/IPRA Annual Conference, January 24-26, 2019 at the Hyatt Regency Chicago.

This issue was presented for review and discussion only.

It was noted that Commissioners Tan and Truedson will be attending this event.

There was no further discussion regarding this matter.

- e. 2019 Board Meeting Dates

This issue was presented for review and discussion only.

There was no discussion regarding this matter.

- f. Intergovernmental Agreement for Pool Management Services – Village of Oak Brook and the Oak Brook Park District

This issue was presented for review and discussion only.

This matter was discussed earlier under Ms. Kosey's report.

There was no further discussion regarding this matter.

- g. Resolution 18-1218: A Resolution Approving and Authorizing Change Orders Involving an Increase in the Contract Price with Clauss Brothers, Inc. for the Central Park Improvement Project – Excavation and Site Utilities

This issue was presented for review and discussion only.

Mr. Johnson said these change orders under items 8(g), 8(h), and 8(i) of the meeting agenda relate to drainage work, soil that was to be moved from the maintenance building to the sled hill but was delayed, a curb near the backstop that the inspector wanted widened, and work that was required for a gate at the Universal Playground.

There was no further discussion regarding this matter.

- h. Resolution 18-1219: A Resolution Approving and Authorizing A Change Order Involving an Increase in the Contract Price with M & J Asphalt Paving Company for the Central Park Improvement Project

This issue was presented for review and discussion only.

This matter was discussed under 8(g).

There was no further discussion regarding this matter.

- i. Resolution 18-1220: A Resolution Approving and Authorizing a Change Order Involving an Increase in the Contract Price with Peerless Enterprises, Inc. for the Central Park Improvement Project

This issue was presented for review and discussion only.

This matter was discussed under 8(g).

There was no further discussion regarding this matter.

## 9. ADJOURN TO CLOSED SESSION

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan to adjourn the Open Session of the regular Board Meeting at the hour of 7:03 p.m. and convene the Closed Session for the purpose of discussing The Purchase or Lease of Real Property for the Use of the Public Body Pursuant to 5 ILCS 120/2(c)(5).

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Tan, Truedson, Carson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

10. CLOSED SESSION

- a. The Purchase or Lease of Real Property for the Use of the Public Body - Pursuant to 5 ILCS 120/2(c)(5)

11. RECONVENE TO OPEN SESSION

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to reconvene the Open Session of the November 12, 2018, Regular Meeting at the hour of 8:17 p.m.

There was no discussion and the motion passed by roll call vote.

Ayes: Commissioners Tan, Truedson, Carson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

12. POTENTIAL ACTION ITEMS DISCUSSED IN CLOSED SESSION

There was no discussion regarding items discussed in closes session.

13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON December 17, 2018, 6:30 p.m.

President Knitter announced the next regular Meeting of The Oak Brook Park District Board of Park Commissioners Will Be Held on December 17, 2018, 6:30 p.m.

14. ADJOURNMENT

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to adjourn at the hour of 8:17p.m.

There was no discussion and the motion passed by voice vote.

---

Laure L. Kosey, Executive Director



**MINUTES OF THE SPECIAL MEETING  
OF THE  
OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS  
November 29, 2018**

1) CALL TO ORDER THE SPECIAL MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND ROLL CALL

President Knitter called the Special Meeting of the Oak Brook Park District Board of Commissioners to order at 6:32 p.m. in the Recreation Center's Canterbury Room. Commissioner Trombetta, Tan, Truedson, and President Knitter answered, "present". Commissioner Carson was absent. Also present were Laure Kosey, Executive Director, Steven Adams, Park District Attorney, and Dave Thommes, Deputy Director.

- a) Approval by a majority of the Commissioners present to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of family or other emergency as provided in Section 1.1 I.G.1 of the Board Rules.

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to allow Commissioner Carson to attend the meeting by audio conference, as she is unable to physically attend because of family or other emergency as provided in section 1.1 I.G.1 of the Board Rules.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Trombetta, Tan, Truedson and President Knitter

Nays: None

Absent: Commissioner Carson

Commissioner Carson joined the meeting by audio conference after the roll call.

2) APPROVAL OF THE NOVEMBER 29, 2018 AGENDA OF THE SPECIAL MEETING

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve the November 29, 2018, agenda of the special meeting.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Trombetta, Tan, Truedson, Carson, and President Knitter

Nays: None

3) OPEN FORUM

President Knitter asked if anyone wished to address the board.

No one addressed the board.

4) COMMUNICATIONS

- a) Commissioners to share communications

President Knitter asked if any board member wished to share communications.

There were no communications.

5) UNFINISHED BUSINESS

a) None

6) NEW BUSINESS

a) None

7) ADJOURN TO CLOSED SESSION

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to adjourn the Open Session of the Special Board Meeting at the hour of 6:34 p.m. and convene the Closed Session for the purpose of discussing The Purchase or Lease of Real Property for the Use of the Public Body Pursuant to 5 ILCS 120/2(c)(5).

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Trombetta, Tan, Truedson, Carson, and President Knitter

Nays: None

8) CLOSED SESSION

a) The Purchase or Lease of Real Property for the Use of the Public Body - Pursuant to 5 ILCS 120/2(c)(5)

9) RECONVENE TO OPEN SESSION

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to reconvene the open session of the November 29, 2018, Special Meeting at the hour of 7:56 p.m.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Trombetta Tan, Truedson, Carson, and President Knitter

Nays: None

10) POTENTIAL ACTION ITEMS DISCUSSED IN CLOSED SESSION

There was no action taken.

11) THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON DECEMBER 17, 2018, 6:30 p.m.

President Knitter announced the next Regular meeting of the Oak Brook Park District Board of Commissioners will be held on December 17, 2018.

12) ADJOURNMENT

Motion: Commissioner Tan made a motion, seconded by Commissioner Trombetta, to adjourn at the hour of 7:56 p.m.

There was no discussion and the motion passed by voice vote.

---

Laure L. Kosey, Executive Director

**Oak Brook Park District**  
**General Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through November 30, 2018 and 2017**  
**58.33% completed (7 out of 12 months)**

	Fiscal Year 2018/2019- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	November 2018 Actual	Year-To-Date Actual	Year-To-Date Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2017/2018 Year-To-Date Actual	2018/2019 Y-T-D Actual Higher/ (Lower) than 2017/2018 Y-T-D	Percent Change
<b>REVENUES</b>									
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ 1,549,548	\$ (1,549,548)	-100.0%
Finance									
Property Taxes	1,305,765	13,978	1,365,681	-	1,365,681	104.6%	-	1,365,681	N/A
Personal Prop. Repl. Taxes	84,012	-	47,793	-	47,793	56.9%	-	47,793	N/A
Investment Income	11,000	935	6,787	-	6,787	61.7%	-	6,787	N/A
Other	3,000	1,586	10,285	-	10,285	342.8%	-	10,285	N/A
Central Park	97,000	7,653	88,954	-	88,954	91.7%	95,041	(6,087)	-6.4%
Dean Property	-	-	-	-	-	N/A	2,000	(2,000)	N/A
Building-Recreation Center	978,204	146,822	485,461	-	485,461	49.6%	484,741	720	0.1%
Central Park West	80,625	5,088	53,306	-	53,306	66.1%	48,108	5,198	10.8%
<b>TOTAL REVENUES</b>	<b>\$ 2,559,606</b>	<b>\$ 176,062</b>	<b>\$ 2,058,267</b>	<b>\$ -</b>	<b>\$ 2,058,267</b>	<b>80.4%</b>	<b>\$ 2,179,439</b>	<b>\$ (121,172)</b>	<b>-5.6%</b>
<b>EXPENDITURES</b>									
Administration	\$ 436,174	\$ 39,877	\$ 244,674	\$ 3,541	\$ 248,215	56.1%	\$ 445,589	\$ (200,915)	-45.1%
Finance	494,615	40,325	228,355	9,317	237,672	46.2%	-	228,355	N/A
Central Park	605,602	50,881	326,331	24,670	351,001	53.9%	314,606	11,724	3.7%
Saddlebrook Park	30,262	632	14,128	2,372	16,499	46.7%	10,190	3,938	38.6%
Forest Glen Park	27,961	2,519	17,799	2,961	20,760	63.7%	16,528	1,271	7.7%
Chillem Park	9,621	184	4,507	690	5,197	46.8%	5,444	(937)	-17.2%
Dean Property	10,641	304	3,896	995	4,891	36.6%	10,044	(6,148)	-61.2%
Professional Services	62,200	7,330	24,029	7,605	31,634	38.6%	14,702	9,328	63.4%
Contracts- Maint. DNS	27,000	(700)	(700)	5,801	5,101	-2.6%	8,618	(9,318)	-108.1%
Building-Recreation Center	923,174	87,070	473,473	44,386	517,859	51.3%	442,186	31,287	7.1%
Central Park West	63,066	2,777	19,050	1,100	20,150	30.2%	19,083	(34)	-0.2%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,690,316</b>	<b>\$ 231,200</b>	<b>\$ 1,355,543</b>	<b>\$ 103,437</b>	<b>\$ 1,458,980</b>	<b>50.4%</b>	<b>\$ 1,286,990</b>	<b>\$ 68,552</b>	<b>5.3%</b>
<b>TRANSFERS OUT</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 2,840,316</b>	<b>\$ 231,200</b>	<b>\$ 1,355,543</b>	<b>\$ 103,437</b>	<b>\$ 1,458,980</b>	<b>47.7%</b>	<b>\$ 1,286,990</b>	<b>\$ 68,552</b>	<b>5.3%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ (280,710)</b>	<b>\$ (55,137)</b>	<b>\$ 702,724</b>	<b>\$ (103,437)</b>	<b>\$ 599,287</b>	<b>-250.3%</b>	<b>\$ 892,448</b>	<b>\$ (189,724)</b>	<b>-21.3%</b>

**Note>** Fiscal year 2018/2019 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

**Oak Brook Park District**  
**Recreation Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through November 30, 2018 and 2017**  
**58.33% completed (7 out of 12 months)**

	Fiscal Year 2018/2019- Highlighted items reflect more than 8.33% variance						Highlighted items reflect more than 10% change		
	Original Annual Budget	November 2018 Actual	Year-To-Date Actual	Year-To-Date Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget	Fiscal Year 2017/2018 Year-To-Date Actual	2018/2019 Y-T-D Actual Higher/ (Lower) than 2017/2018 Y-T-D	Percent Change
<b>REVENUES</b>									
<b>Administration</b>									
Property Taxes	\$ 900,000	\$ 9,029	\$ 882,116	\$ -	\$ 882,116	98.0%	\$ 868,905	\$ 13,210	1.5%
Personal Prop. Repl. Taxes	26,448	-	15,046	-	15,046	56.9%	17,703	(2,657)	-15.0%
Investment Income	12,000	985	9,131	-	9,131	76.1%	8,785	346	3.9%
Other	3,000	122	30,752	-	30,752	1025.1%	1,065	29,687	2787.5%
<b>Fitness Center</b>	857,121	33,015	484,815	-	484,815	56.6%	483,122	1,693	0.4%
<b>Aquatic Center</b>	485,062	53,012	303,900	-	303,900	62.7%	272,230	31,670	11.6%
<b>Aquatic Recreation Prog.</b>	574,212	5,152	338,929	-	338,929	59.0%	331,486	7,443	2.2%
<b>Children's Programs</b>	90,890	13,172	80,371	-	80,371	88.4%	72,788	7,583	10.4%
<b>Preschool Programs</b>	313,993	29,783	133,228	-	133,228	42.4%	148,450	(15,222)	-10.3%
<b>Youth Programs</b>	182,733	5,984	173,726	-	173,726	95.1%	167,042	6,685	4.0%
<b>Adult Programs</b>	52,490	574	35,741	-	35,741	68.1%	38,006	(2,265)	-6.0%
<b>Pioneer Programs</b>	84,500	272	50,842	-	50,842	60.2%	57,654	(6,812)	-11.8%
<b>Special Events and Trips</b>	87,715	368	75,480	-	75,480	86.1%	71,964	3,515	4.9%
<b>Marketing</b>	24,000	8,200	23,700	-	23,700	98.8%	24,875	(1,175)	-4.7%
<b>TOTAL REVENUES</b>	<b>\$ 3,694,164</b>	<b>\$ 159,668</b>	<b>\$ 2,637,777</b>	<b>\$ -</b>	<b>\$ 2,637,777</b>	<b>71.4%</b>	<b>\$ 2,564,076</b>	<b>\$ 73,701</b>	<b>2.9%</b>
<b>EXPENDITURES</b>									
<b>Administration</b>	\$ 952,031	\$ 96,681	\$ 391,782	\$ 36,553	\$ 428,335	41.2%	\$ 369,622	\$ 22,160	6.0%
<b>Fitness Center</b>	687,190	76,806	351,503	21,744	373,248	51.2%	336,763	14,740	4.4%
<b>Aquatic Center</b>	806,398	76,714	405,377	48,276	453,653	50.3%	395,250	10,127	2.6%
<b>Aquatic Recreation Prog.</b>	297,857	34,831	144,238	910	145,148	48.4%	133,494	10,744	8.0%
<b>Children's Programs</b>	77,825	8,279	39,461	5,960	45,421	50.7%	31,440	8,021	25.5%
<b>Preschool Programs</b>	245,478	34,695	103,035	569	196,038	42.0%	100,567	2,468	2.5%
<b>Youth Programs</b>	142,630	8,453	90,031	2,680	92,711	63.1%	89,420	612	0.7%
<b>Adult Programs</b>	46,469	2,375	21,736	11,076	32,812	46.8%	23,659	(1,923)	-8.1%
<b>Pioneer Programs</b>	82,230	2,310	33,367	12,019	45,386	40.6%	51,582	(18,215)	-35.3%
<b>Special Events and Trips</b>	87,340	(261)	57,304	6,750	64,054	65.6%	61,678	(4,374)	-7.1%
<b>Marketing</b>	337,410	22,723	165,856	34,505	200,361	49.2%	157,644	8,211	5.2%
<b>Capital Outlay</b>	375,000	34,302	240,025	-	240,025	64.0%	32,761	207,264	632.7%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,137,858</b>	<b>\$ 397,908</b>	<b>\$ 2,043,716</b>	<b>\$ 181,042</b>	<b>\$ 2,224,757</b>	<b>49.4%</b>	<b>\$ 1,783,879</b>	<b>\$ 259,837</b>	<b>14.6%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ (443,694)</b>	<b>\$ (238,240)</b>	<b>\$ 594,062</b>	<b>\$ (181,042)</b>	<b>\$ 413,020</b>	<b>-133.9%</b>	<b>\$ 780,198</b>	<b>\$ (186,136)</b>	<b>-23.9%</b>

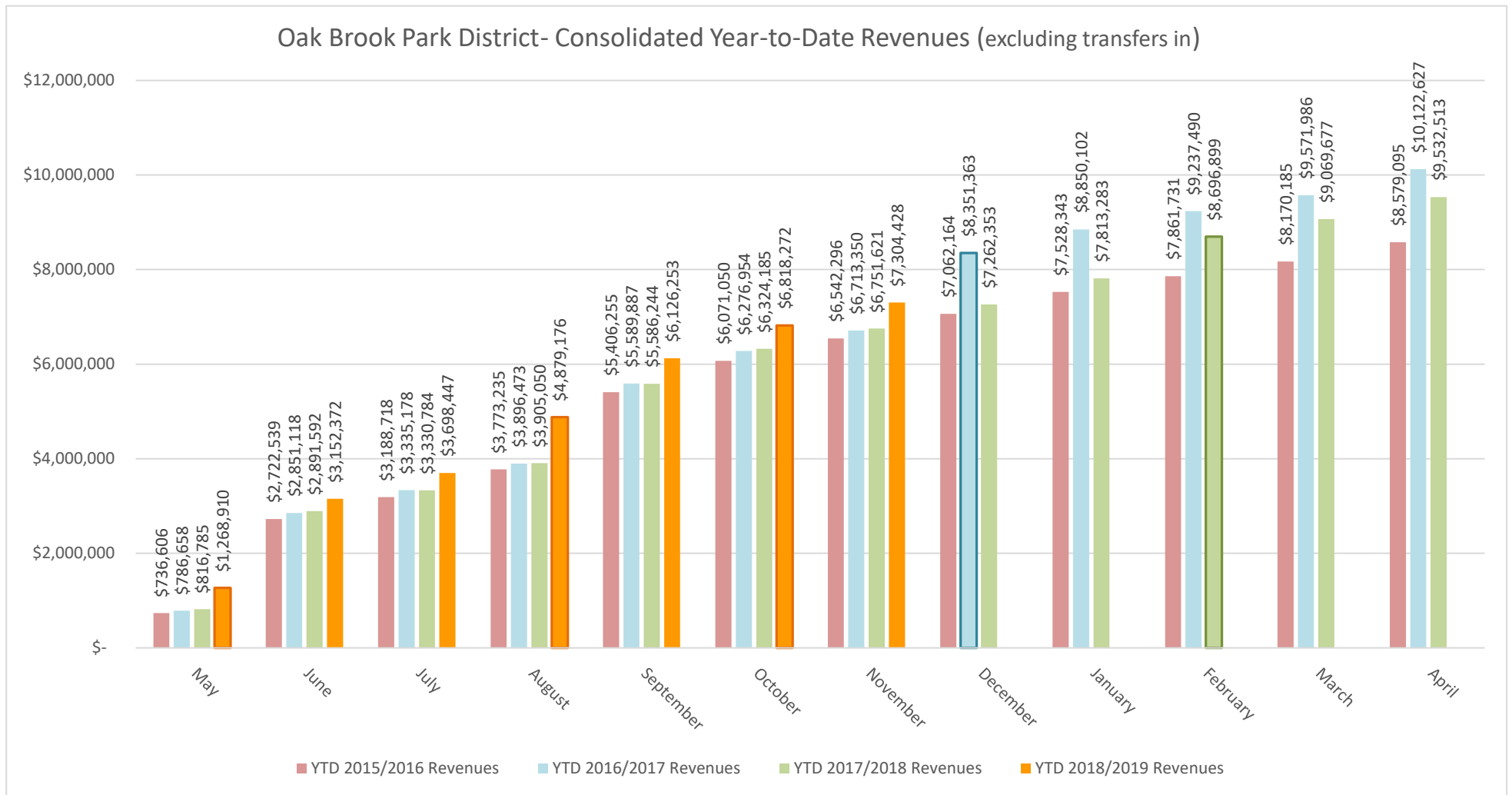
**Note>** Fiscal year 2018/2019 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

**Oak Brook Park District**  
**Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited**  
**Fiscal Year-to-Date Activity through November 30, 2018 and 2017**  
**58.33% completed (7 out of 12 months)**

	Fiscal Year 2018/2019- Highlighted items reflect more than 8.33% variance							Highlighted items reflect more than 10% change		
	Original Annual Budget	November 2018 Actual	Year-To-Date Actual	Year-To-Date Encumbered	Year-To-Date Actual + Encumbered	Y-T-D Actual, as a % of Original Annual Budget		Fiscal Year 2017/2018 Year-To-Date Actual	2018/2019 Y-T-D Actual Higher/ (Lower) than 2017/2018 Y-T-D	Percent Change
<b><u>REVENUES</u></b>										
Administration	\$ 6,500	\$ 2,020	\$ 8,911	\$ -	\$ 8,911	137.1%		\$ 4,175	\$ 4,736	113.4%
Building- Racquet Club	1,000	-	-	-	-	0.0%		488	(488)	-100.0%
Programs- Racquet Club	1,543,700	136,696	1,272,528	-	1,272,528	82.4%		1,076,027	196,501	18.3%
<b>TOTAL REVENUES</b>	<b>\$ 1,551,200</b>	<b>\$ 138,716</b>	<b>\$ 1,281,439</b>	<b>\$ -</b>	<b>\$ 1,281,439</b>	<b>82.6%</b>		<b>\$ 1,080,690</b>	<b>\$ 200,750</b>	<b>18.6%</b>
<b><u>EXPENSES</u></b>										
Administration	\$ 688,492	\$ 56,564	\$ 317,031	\$ 9,703	\$ 326,734	46.0%		\$ 298,820	\$ 18,211	6.1%
Building- Racquet Club	357,077	16,690	156,869	31,192	188,061	43.9%		121,628	35,241	29.0%
Programs- Racquet Club	624,873	69,739	325,117	5,022	330,139	52.0%		254,947	70,170	27.5%
Capital Outlay	225,000	59,926	149,742	560	150,302	66.6%		375,302	(225,560)	-60.1%
<b>TOTAL EXPENSES</b>	<b>\$ 1,895,442</b>	<b>\$ 202,920</b>	<b>\$ 948,759</b>	<b>\$ 46,477</b>	<b>\$ 995,236</b>	<b>50.1%</b>		<b>\$ 1,050,697</b>	<b>\$ (101,938)</b>	<b>-9.7%</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (344,242)</b>	<b>\$ (64,204)</b>	<b>\$ 332,680</b>	<b>\$ (46,477)</b>	<b>\$ 286,203</b>	<b>-96.6%</b>		<b>\$ 29,992</b>	<b>\$ 302,688</b>	<b>1009.2%</b>

**Note>** Fiscal year 2018/2019 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.





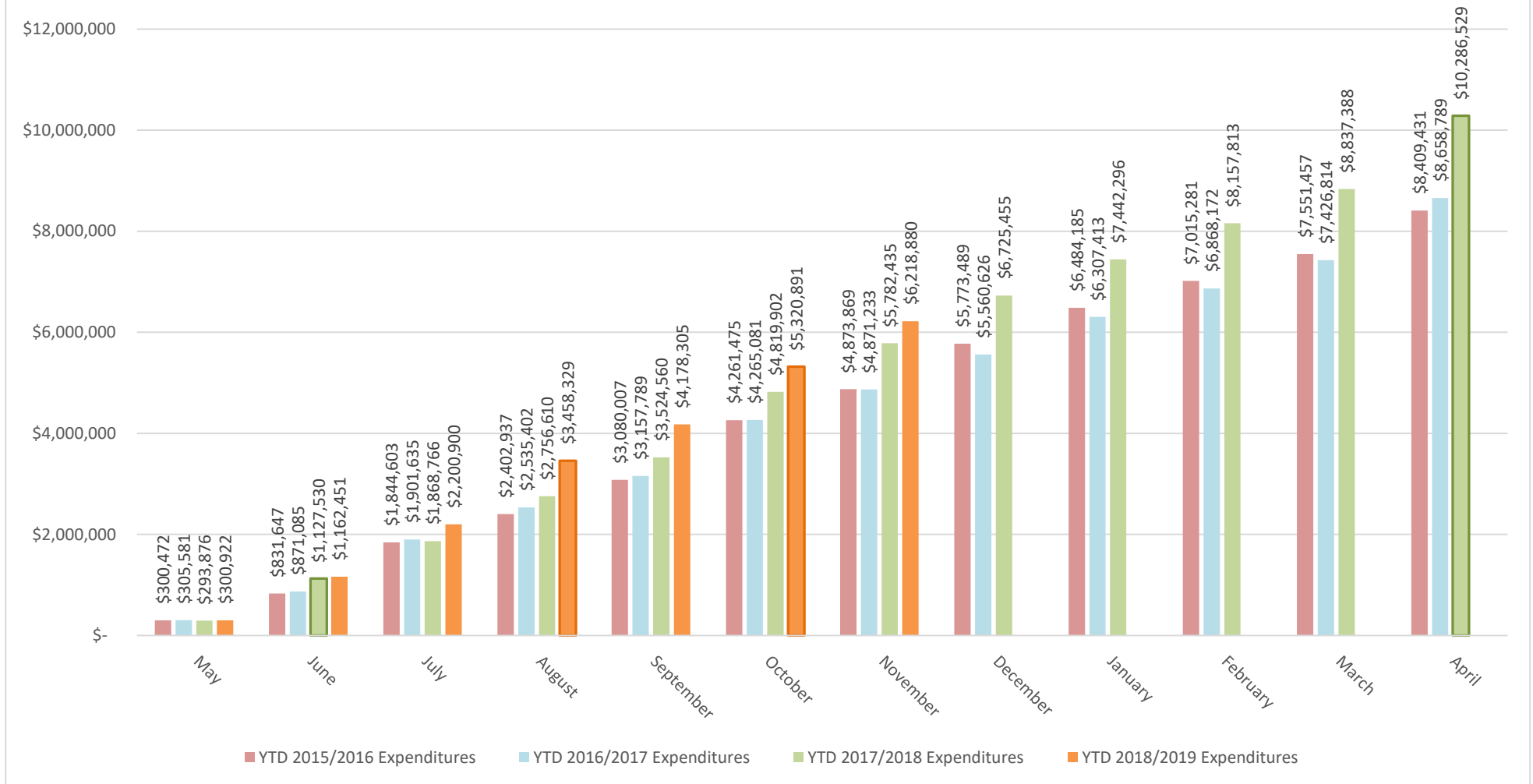
#### NOTES

**2016/2017:** In December 2016 we recorded \$1,163,610 in bond proceeds in the Capital Projects Fund. This is the primary reason for the large increase in YTD revenues during FY 2016/2017.

**2017/2018:** In February 2018 we recorded \$500,000 in debt certificate proceeds in the Capital Projects Fund and such proceeds are being used to fund the construction of the universal playground. This is one reason for the large increase in YTD revenues.

**2018/2019:** Historically, we have received the largest portions of our property taxes in June and September. In FY 2018/2019 we received approximately \$418,000 in property taxes in May and another \$522,000 in August; a month earlier than usual. In addition, this fiscal year is benefitting from approximately \$213,000 in new revenues related to our management of the Village's aquatic center.

## Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)

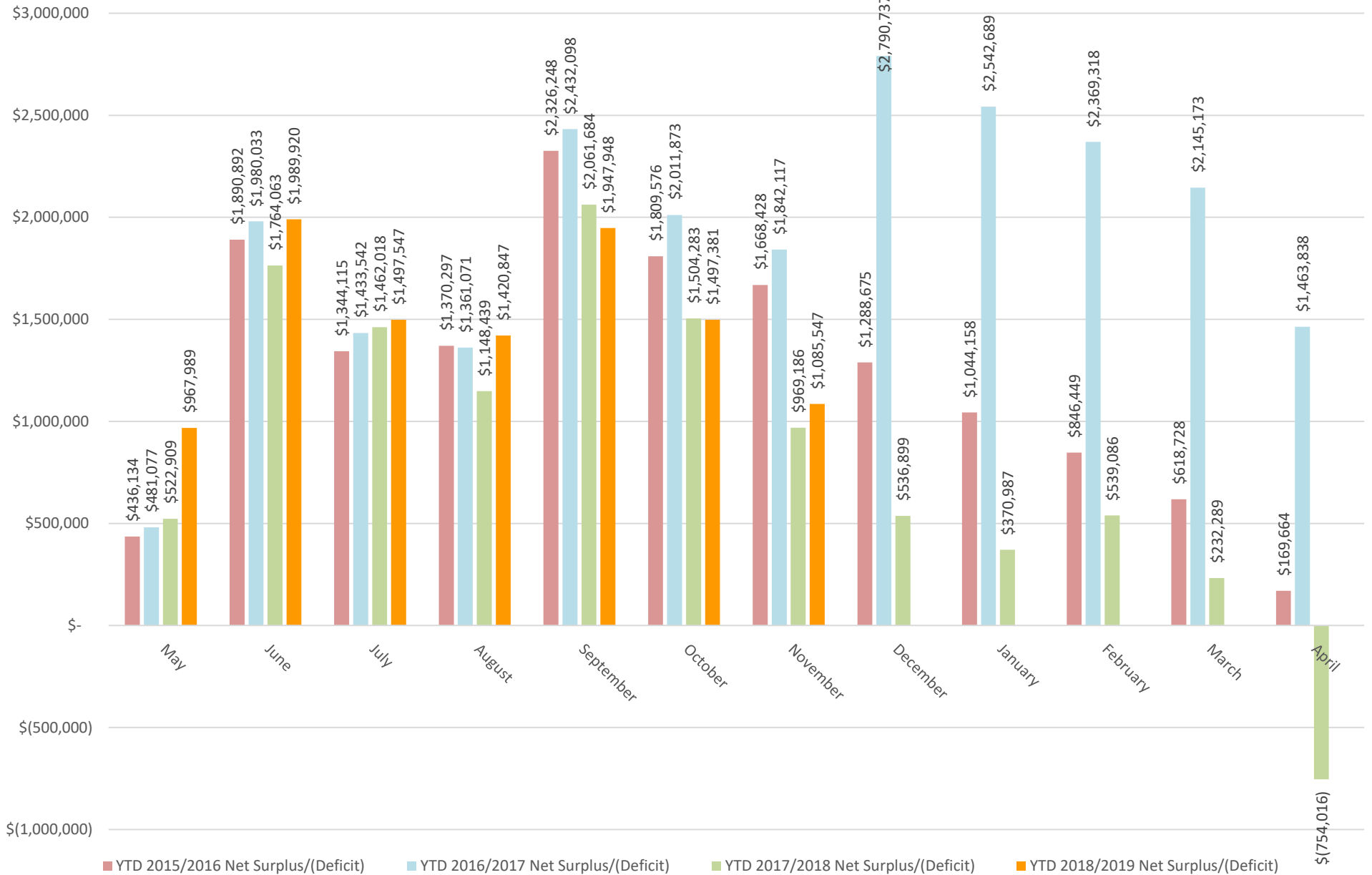


### NOTES

**2017/2018:** During June 2017 and 2018 the Park District recognized three payroll disbursements when compared to two disbursements in June of 2015 & 2016. This is one of the reasons for the increased Y-T-D expenditures in June 2017 and 2018 over the same period in 2016 and 2015. The increased expenditures as of April 30, 2018 are primarily due to increased capital expenditures in our Capital Projects Fund (family locker room) and Tennis Center (HVAC upgrade, reflective ceiling).

**2018/2019:** The large increase in expenditures during August 2018 is due to the additional capital costs incurred for our Central Park improvement project. During this month we recognized \$502,035 in capital costs which brings the YTD total to \$896,177. In the prior year we had only recognized \$43,525 in capital costs as of the end of August 2017. Additionally, this fiscal year includes new expenditures related to our management of the Village's aquatic center.

# Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT  
NOVEMBER, 2018

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
GENERAL CORPORATE FUND			
REVENUE	\$ 176,062	\$ 2,058,267	\$ 2,559,606
EXPENSES	\$ 231,200	\$ 1,355,543	\$ 2,840,316
SURPLUS/(DEFICIT)	\$ (55,137)	\$ 702,724	\$ (280,710)
RECREATION FUND			
REVENUE	\$ 159,668	\$ 2,637,777	\$ 3,694,164
EXPENSES	\$ 397,908	\$ 2,043,716	\$ 4,137,858
SURPLUS/(DEFICIT)	\$ (238,240)	\$ 594,061	\$ (443,694)
IMRF FUND			
REVENUE	\$ 1,726	\$ 176,451	\$ 189,312
EXPENSES	\$ 24,018	\$ 122,640	\$ 205,000
SURPLUS/(DEFICIT)	\$ (22,292)	\$ 53,811	\$ (15,688)
LIABILITY INSURANCE FUND			
REVENUE	\$ 2,347	\$ 230,255	\$ 236,563
EXPENSES	\$ 12,531	\$ 85,230	\$ 161,836
SURPLUS/(DEFICIT)	\$ (10,184)	\$ 145,025	\$ 74,727
AUDIT FUND			
REVENUE	\$ 19	\$ 136	\$ 201
EXPENSES	\$ 1,500	\$ 13,013	\$ 13,263
SURPLUS/(DEFICIT)	\$ (1,481)	\$ (12,877)	\$ (13,062)
DEBT SERVICE FUND			
REVENUE	\$ 3,190	\$ 308,777	\$ 412,409
EXPENSES	\$ -	\$ 342,730	\$ 411,999
SURPLUS/(DEFICIT)	\$ 3,190	\$ (33,953)	\$ 410



OAK BROOK PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT  
NOVEMBER, 2018

FUND NAME	CURRENT MONTH ACTUAL	Y-T-D ACTUAL	ANNUAL BUDGET
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
REVENUE	\$ 138,716	\$ 1,281,440	\$ 1,551,200
EXPENSES	\$ 202,920	\$ 948,759	\$ 1,895,442
SURPLUS/(DEFICIT)	\$ (64,204)	\$ 332,680	\$ (344,242)
SPORTS CORE FUND			
REVENUE	\$ -	\$ 213,191	\$ 265,000
EXPENSES	\$ 17,421	\$ 223,354	\$ 265,000
SURPLUS/(DEFICIT)	\$ (17,421)	\$ (10,163)	\$ -
SPECIAL RECREATION FUND			
REVENUE	\$ 1,301	\$ 126,277	\$ 144,155
EXPENSES	\$ 5,029	\$ 42,913	\$ 129,200
SURPLUS/(DEFICIT)	\$ (3,728)	\$ 83,364	\$ 14,955
CAPITAL PROJECT FUND			
REVENUE	\$ 528	\$ 13,248	\$ 686,500
EXPENSES	\$ (41,188)	\$ 883,140	\$ 1,289,806
SURPLUS/(DEFICIT)	\$ 41,716	\$ (869,891)	\$ (603,306)
SOCIAL SECURITY FUND			
REVENUE	\$ 2,599	\$ 258,610	\$ 271,133
EXPENSES	\$ 28,275	\$ 157,843	\$ 253,000
SURPLUS/(DEFICIT)	\$ (25,676)	\$ 100,767	\$ 18,133
SUMMARY			
REVENUE	\$ 486,156	\$ 7,304,428	\$ 10,010,243
EXPENSES	\$ 879,611	\$ 6,218,880	\$ 11,602,720
SURPLUS/(DEFICIT)	\$ (393,455)	\$ 1,085,548	\$ (1,592,477)

OAK BROOK PARK DISTRICT		
CONSOLIDATED AGENCY TREASURER'S REPORT		
NOVEMBER, 2018		
		<b>CONSOLIDATED</b>
		<b>TOTALS</b>
<b>REVENUES</b>		
	Property Taxes	\$ 33,994
	Back Taxes	-
	Replacement Taxes	-
	Recreation Program Fees	195,181
	Rec/Fitness Center Fees	33,015
	Rec/Aquatic Center Fees	58,164
	Sports Core - Bath & Tennis	-
	FRC/Building Rental Fees	48,948
	Theme Party Rental Fees	903
	Recreation Center Fees	96,943
	CPW Building Rentals	5,088
	Field Rentals	7,653
	Interest	4,076
	Debt Certificate Proceeds	-
	Transfers	-
	Donations	-
	Sponsorship	-
	Miscellaneous	2,191
<b>TOTAL- REVENUES</b>		<b>\$ 486,156</b>
<b>DISBURSEMENTS</b>		
	Warrant No.617	\$ 407,871
	October Payroll	471,739
<b>TOTAL DISBURSEMENTS</b>		<b>\$ 879,611</b>



**Oak Brook Park District  
Consolidated Agency Balance Sheet  
as of November 30, 2018**

	<u>ASSETS</u>	
		Consolidated Totals
Current Assets		
Cash and Investments	\$ 6,314,394	
Receivables - Net of Allowances	-	
Property Taxes	3,351,979	
Accounts	360,416	
Due from Other Funds	-	
Prepays	1,275	
Inventories	15,238	
Total Current Assets	<u>\$ 10,043,300</u>	
Noncurrent Assets		
Capital Assets		
Nondepreciable	40,475	
Construction in Process	-	
Depreciable	4,608,995	
Accumulated Depreciation	<u>(3,051,661)</u>	
Total Noncurrent Assets	1,597,809	
<b>Total Assets</b>	<b>11,641,110</b>	
	DEFERRED OUTFLOWS OF RESOURCES	
Deferred Items-IMRF	<u>96,253</u>	
Total Assets and Deferred outflows of Resources	<u>11,737,363</u>	
	<u>LIABILITIES</u>	
Accounts Payable	16,459	
Accrued Payroll	11,762	
Other Payables	707,327	
Due To Other Funds	-	
Compensated Absences Payable	<u>2,827</u>	
Total Liabilities	738,375	
Noncurrent Liabilities		
Compensated Absences Payable	11,310	
Net Pension Liability - IMRF	<u>21,014</u>	
Total Noncurrent Liabilities	32,324	
<b>Total Liabilities</b>	<b>770,699</b>	
	DEFERRED INFLOWS OF RESOURCES	
Deferred Items - IMRF	182,013	
Property Taxes	<u>3,351,979</u>	
Total Liabilities and Deferred Inflows of Resources	<u>4,304,690</u>	
	<u>FUND BALANCES</u>	
Net Investment in Capital Assets	1,597,808	
Nonspendable	925	
Restricted	591,477	
Committed	2,672,168	
Unassigned	<u>2,570,294</u>	
<b>Total Fund Balances</b>	<b><u>7,432,672</u></b>	
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 11,737,363</u>	

[illegible]



Oak Brook Park District  
Capital Expenditures  
As of November 30, 2018

DESCRIPTION	VENDOR	DB/CR	CAPITAL ASSET REPLACEMENT	FACILITY/PARK IMPROVEMENTS
Shade Structure for CP Playground	Parkreation, Inc	\$ 23,331.00	\$ -	\$ 23,331.00
Central Park Improvement - Landscaping	Allied Landscaping Corp	133,884.00		133,884.00
Central Park Improvement - Excavation & Site Utilities	Clauss Brothers	237,415.47		237,415.47
Central Park Improvement - Grading of Sled Hill	Lee Werner Excavating	9,885.00		9,885.00
Central Park Improvement - Playground Equipment Pkg 6	The Kenneth Company	218,619.00		218,619.00
Gabian Wier Bid Documents	Manhard Consulting	3,094.30		3,094.30
Legal Fees	Robbins Schwartz	1,653.00		1,653.00
Trees for Central Park Improvement	Hinsdale Nurseries	7,724.00		7,724.00
Central Park Improvements Mgmt Services	Wight and Company	25,900.00		25,900.00
Central Park Improvements	Wight and Company	19,915.00		19,915.00
Central Park Improvements - Fencing	Peerless Enterprise	43,200.00		43,200.00
Central Park Improvements - Electrical Outlet Install	Barton Electric Inc.	4,790.00		4,790.00
Central Park Improvements	Dawson's Tree Service	530.00		530.00
Court Resurfacing	Construction By Camco	9,425.00		9,425.00
Parking Lot Cameras	Construction By Camco	2,175.00		2,175.00
Paver Installation ->Playground Parking	LPS Paving Company	74,970.00		74,970.00
Ballfield Lighting	Musco Lighting	86,975.10		86,975.10
Ballfield Light Measurement	Hugh Lighting	968.75		968.75
Locker Room Mirrors	House of Glass	1,004.00		1,004.00
Countertop Men's Locker Room	Premiere Woodworking Concepts	2,150.00		2,150.00
Exhaust Return Grates Locker Room	Air Products Equipment	200.00		200.00
Directional Borings - Central Park	Richmond Electric Co. Inc	22,400.00		22,400.00
Parking Lot Security Camera	Lucky Locators Inc	645.00		645.00
Gabian Wier Project	Nettle Creek Nursery, Inc.	115,405.09		115,405.09
Bleachers & Benches	Kay Park Rec Corp	5,815.00		5,815.00
Athletic Court Resurfacing	Perma-Seal	42,276.00		42,276.00
Axis P1447-LE Camera	SHI International	5,576.00		5,576.00
	Cyberdyne Masonry	9,477.50		9,477.50
Capital expense allocation to 02-81 per budget.		(207,263.82)		(207,263.82)
Capital expense allocation to 07-80 per budget.		(19,000.00)		(19,000.00)
	Subtotal-Capital Improvement Fund	\$ 883,139.39	\$ -	\$ 883,139.39
Capital expense allocation to 02-81 per budget.		207,263.82		207,263.82
Cardio Fitness Equipment Payment 3 of 3	Lease Servicing Center Inc	32,760.71		32,760.71
	Subtotal-Recreation Fund Capital	\$ 240,024.53	-	\$ 240,024.53
	TOTAL BALANCE	\$ 1,123,163.92	\$ -	\$ 1,123,163.92

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 POST DATES 11/12/2018 - 12/07/2018  
 BOTH JOURNALIZED AND UNJOURNALIZED

Inv Ref#	Vendor	WARRANT NO. 618		Inv Amt	Amt Due	Status	Jrnlized
		Inv Date	Due Date				
36901	ADVANCED AUTO PARTS	11/27/2018	12/17/2018	90.99	90.99	Open	N
36978	AIRPORT ELECTRIC	11/21/2018	12/17/2018	377.13	377.13	Open	N
36961	ALESIA COTMAN	11/27/2018	12/17/2018	193.00	193.00	Open	N
36960	ALIN POP	12/04/2018	12/17/2018	176.00	176.00	Open	N
36904	AMLINGS FLOWERLAND	11/16/2018	12/17/2018	65.99	65.99	Open	N
36929	ANTHONY VENETICO	11/27/2018	12/17/2018	250.00	250.00	Open	N
36875	AQUA PURE ENTERPRISES, INC.	10/26/2018	12/17/2018	812.99	812.99	Open	N
36917	AQUA PURE ENTERPRISES, INC.	11/13/2018	12/17/2018	1,279.17	1,279.17	Open	N
36962	BRIAN PANEK	12/04/2018	12/17/2018	2,132.00	2,132.00	Open	N
36883	BUTTREY RENTAL SERVICE INC.	11/14/2018	12/17/2018	1,199.96	1,199.96	Open	N
36983	CARDMEMBER SERVICE	11/27/2018	12/17/2018	298.60	298.60	Open	N
36984	CARDMEMBER SERVICE	11/27/2018	12/17/2018	7,465.51	7,465.51	Open	N
36985	CARDMEMBER SERVICE	11/27/2018	12/17/2018	3,041.52	3,041.52	Open	N
36986	CARDMEMBER SERVICE	11/27/2018	12/17/2018	166.85	166.85	Open	N
36987	CARDMEMBER SERVICE	11/27/2018	12/17/2018	264.00	264.00	Open	N
36988	CARDMEMBER SERVICE	11/27/2018	12/17/2018	74.42	74.42	Open	N
36989	CARDMEMBER SERVICE	11/27/2018	12/17/2018	75.00	75.00	Open	N
36990	CARDMEMBER SERVICE	11/27/2018	12/17/2018	19.05	19.05	Open	N
36992	CARDMEMBER SERVICE	11/27/2018	12/17/2018	1,170.92	1,170.92	Open	N
36993	CARDMEMBER SERVICE	11/27/2018	12/17/2018	16.13	16.13	Open	N
36994	CARDMEMBER SERVICE	11/27/2018	12/17/2018	643.41	643.41	Open	N
36995	CARDMEMBER SERVICE	11/27/2018	12/17/2018	100.99	100.99	Open	N
36999	CARDMEMBER SERVICE	11/27/2018	12/17/2018	638.50	638.50	Open	N
37000	CARDMEMBER SERVICE	11/27/2018	12/17/2018	820.90	820.90	Open	N
37001	CARDMEMBER SERVICE	11/27/2018	12/17/2018	5,330.96	5,330.96	Open	N
37002	CARDMEMBER SERVICE	11/27/2018	12/17/2018	345.00	345.00	Open	N
37003	CARDMEMBER SERVICE	11/27/2018	12/17/2018	649.36	649.36	Open	N
37004	CARDMEMBER SERVICE	11/27/2018	12/17/2018	934.73	934.73	Open	N
37005*	CARDMEMBER SERVICE	11/27/2018	12/17/2018	427.22	427.22	Open	N
37006	CARDMEMBER SERVICE	11/27/2018	12/17/2018	1,964.47	1,964.47	Open	N
37007	CARDMEMBER SERVICE	11/27/2018	12/17/2018	(74.90)	(74.90)	Open	N
37015*	CARDMEMBER SERVICE	11/27/2018	12/17/2018	1,284.12	1,284.12	Open	N
37016	CARDMEMBER SERVICE	11/27/2018	12/17/2018	3,211.83	3,211.83	Open	N
37017	CARDMEMBER SERVICE	11/27/2018	12/17/2018	1,151.05	1,151.05	Open	N
36899	CHICAGO FILTER SUPPLY	10/16/2018	12/17/2018	231.54	231.54	Open	N
36951	CHICAGO TRIBUNE MEDIA GROUP	10/31/2018	12/17/2018	18.69	18.69	Open	N
36871	CLASSIC LANDSCAPE, LTD.	12/01/2018	12/17/2018	4,116.00	4,116.00	Open	N
36942	COM ED	11/26/2018	12/17/2018	41.62	41.62	Open	N
36971	COMCAST CABLE	11/20/2018	12/17/2018	589.11	589.11	Open	N
36919	COMMERICAL SPECIALITIES	11/02/2018	12/17/2018	771.00	771.00	Open	N
36975	CONSERVATION LAND STEWARDSHIP	10/29/2018	12/17/2018	5,800.93	5,800.93	Open	N
36882	DAWSONS TREE SERVICE	05/25/2018	12/17/2018	1,125.00	1,125.00	Open	N
36940	DIRECT ENERGY BUSINESS	11/26/2018	12/17/2018	2,735.68	2,735.68	Open	N
36941	DIRECT ENERGY BUSINESS	11/26/2018	12/17/2018	171.52	171.52	Open	N
36998	DIRECT FITNESS SOLUTIONS, INC.	11/21/2018	12/17/2018	300.00	300.00	Open	N
36958	DORIN IACOB	08/29/2018	12/17/2018	79.50	79.50	Open	N
36970	DREISILKER ELECTRIC MOTORS INC	10/25/2018	12/17/2018	49.99	49.99	Open	N

POST DATES 11/12/2018 - 12/07/2018

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
36902	DUPAGE SECURITY SOLUTIONS INC.	11/20/2018	12/17/2018	52.00	52.00	Open	N
36884	EBEL'S ACE HARDWARE #8313	11/27/2018	12/17/2018	3.06	3.06	Open	N
36885	EBEL'S ACE HARDWARE #8313	10/31/2018	12/17/2018	49.11	49.11	Open	N
36886	EBEL'S ACE HARDWARE #8313	11/19/2018	12/17/2018	18.88	18.88	Open	N
36887	EBEL'S ACE HARDWARE #8313	11/15/2018	12/17/2018	26.98	26.98	Open	N
36888	EBEL'S ACE HARDWARE #8313	11/01/2018	12/17/2018	17.97	17.97	Open	N
36889	EBEL'S ACE HARDWARE #8313	11/14/2018	12/17/2018	78.88	78.88	Open	N
36890	EBEL'S ACE HARDWARE #8313	10/22/2018	12/17/2018	28.31	28.31	Open	N
36891	EBEL'S ACE HARDWARE #8313	10/24/2018	12/17/2018	82.26	82.26	Open	N
36957	ENVISION HEALTHCARE INC	12/01/2018	12/17/2018	37.00	37.00	Open	N
36955	FED EX	11/28/2018	12/17/2018	58.70	58.70	Open	N
36881	FIRST COMMUNICATION LLC	11/01/2018	12/17/2018	994.10	994.10	Open	N
36923	FLAGG CREEK WATER RECLAMATION	11/15/2018	12/17/2018	1,752.25	1,752.25	Open	N
36924	FLAGG CREEK WATER RECLAMATION	11/26/2018	12/17/2018	27.15	27.15	Open	N
36925	FLAGG CREEK WATER RECLAMATION	11/26/2018	12/17/2018	113.11	113.11	Open	N
36926	FLAGG CREEK WATER RECLAMATION	11/26/2018	12/17/2018	29.85	29.85	Open	N
36977	FOOD SAFETY SEMINARS INC	12/03/2018	12/17/2018	280.00	280.00	Open	N
36944	GEORGELO PIZZA - CHICAGO, INC.	11/01/2018	12/17/2018	184.50	184.50	Open	N
36981	GEORGELO PIZZA - CHICAGO, INC.	11/29/2018	12/17/2018	192.50	192.50	Open	N
36982	GEORGELO PIZZA - CHICAGO, INC.	10/28/2018	12/17/2018	187.50	187.50	Open	N
36976	GREG WOOLEY	10/04/2018	12/17/2018	342.20	342.20	Open	N
36968	HAGG PRESS	10/30/2018	12/17/2018	8,967.54	8,967.54	Open	N
36905	HI TOUCH BUSINESS SERVICES	11/19/2018	12/17/2018	33.74	33.74	Open	N
36906	HI TOUCH BUSINESS SERVICES	11/16/2018	12/17/2018	144.08	144.08	Open	N
36907	HI TOUCH BUSINESS SERVICES	11/28/2018	12/17/2018	72.03	72.03	Open	N
36965	HI TOUCH BUSINESS SERVICES	11/02/2018	12/17/2018	124.52	124.52	Open	N
37018	HI TOUCH BUSINESS SERVICES	11/13/2018	12/17/2018	236.01	236.01	Open	N
36932	HP PRODUCTS	11/10/2018	12/17/2018	2,270.23	2,270.23	Open	N
36933	HP PRODUCTS	11/08/2018	12/17/2018	359.60	359.60	Open	N
36934	HP PRODUCTS	11/07/2018	12/17/2018	231.70	231.70	Open	N
36935	HP PRODUCTS	10/01/2018	12/17/2018	215.76	215.76	Open	N
36936	HP PRODUCTS	10/15/2018	12/17/2018	55.12	55.12	Open	N
36967	HP PRODUCTS	10/29/2018	12/17/2018	27.56	27.56	Open	N
36915	HSM - STANLEY CONVERGENT	11/26/2018	12/17/2018	3,420.84	3,420.84	Open	N
36948	ILLINOIS PARK & RECREATION	11/13/2018	12/17/2018	70.00	70.00	Open	N
36969	J.B METAL WORKS INC	10/30/2018	12/17/2018	1,140.00	1,140.00	Open	N
36974	JAMES LEZATTE	11/29/2018	12/17/2018	564.00	564.00	Open	N
36877	JONES TRAVEL	11/13/2018	12/17/2018	895.00	895.00	Open	N
36908	JONES TRAVEL	11/20/2018	12/17/2018	809.00	809.00	Open	N
36996	KEEPIPSAFE INC.	11/30/2018	12/17/2018	530.61	530.61	Open	N
36954	KIM CATRIS	11/08/2018	12/17/2018	175.78	175.78	Open	N
36872	KLUBER ARCHITECTS & ENGINEERS	10/31/2018	12/17/2018	560.00	560.00	Open	N
36949	KONICA MINOLTA BUSINESS	11/02/2018	12/17/2018	467.53	467.53	Open	N
36950	KONICA MINOLTA BUSINESS	10/31/2018	12/17/2018	46.25	46.25	Open	N
36979	LESLIE' S POOLMART, INC.	11/01/2018	12/17/2018	139.98	139.98	Open	N
36927	LIZ LITTWIN	11/21/2018	12/17/2018	85.34	85.34	Open	N
36928	LIZ LITTWIN	11/27/2018	12/17/2018	61.13	61.13	Open	N

User: mkorman

POST DATES 11/12/2018 - 12/07/2018

DB: Oak Brook Park

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
37014	MARKET ACCESS CORP.	12/05/2018	12/17/2018	700.00	700.00	Open	N
36953	MARTIN IMPLEMENT SALES, INC.	11/08/2018	12/17/2018	121.00	121.00	Open	N
36946	MASTERBLEND INTERNATIONAL LLC	10/11/2018	12/17/2018	430.00	430.00	Open	N
36959	MATTHEW WRIGHT	11/02/2018	12/17/2018	79.50	79.50	Open	N
36943	NEOPOST USA INC.	11/29/2018	12/17/2018	20.00	20.00	Open	N
36997	NEXT GENERATION	11/20/2018	12/17/2018	282.00	282.00	Open	N
36920	NICOR GAS	11/20/2018	12/17/2018	987.79	987.79	Open	N
36921	NICOR GAS	11/20/2018	12/17/2018	215.96	215.96	Open	N
36878	NORMAN J. LANDRUM	10/16/2018	12/17/2018	688.00	688.00	Open	N
36966	OAKBROOK TERRACE PARK DISTRICT	11/03/2018	12/17/2018	91.80	91.80	Open	N
36956	P.D.R.M.A.	11/30/2018	12/17/2018	130.00	130.00	Open	N
36964	PETTY CASH - CORPORATE ADMIN.	12/04/2018	12/17/2018	121.92	121.92	Open	N
37019	PETTY CASH - RACQUET CLUB	11/30/2018	12/17/2018	50.53	50.53	Open	N
36963	PETTY CASH-RECREATION DEPT.	12/04/2018	12/17/2018	134.23	134.23	Open	N
36910	PUBLIC COMMUNICATIONS INC	10/31/2018	12/17/2018	4,741.36	4,741.36	Open	N
36903	QUENCH	12/01/2018	12/17/2018	111.24	111.24	Open	N
37008	QUEST DIAGNOSTICS	11/27/2018	12/17/2018	144.40	144.40	Open	N
36900	REGIONAL TRUCK EQUIPMENT CO.	11/26/2018	12/17/2018	231.27	231.27	Open	N
36909	ROBBINS SCHWARTZ	10/31/2018	12/17/2018	7,315.00	7,315.00	Open	N
36913	RUSSO POWER EQUIPMENT	11/20/2018	12/17/2018	802.06	802.06	Open	N
36914	RUSSO POWER EQUIPMENT	11/20/2018	12/17/2018	151.97	151.97	Open	N
36918	SAFEGUARD	11/12/2018	12/17/2018	734.89	734.89	Open	N
36939	SERVICE SANITATION, INC.	11/16/2018	12/17/2018	60.50	60.50	Open	N
37009	SHAW MEDIA	10/31/2018	12/17/2018	150.00	150.00	Open	N
37010	SHAW MEDIA	10/31/2018	12/17/2018	150.00	150.00	Open	N
36947	SITEONE LANDSCAPE SUPPLY LLC	10/23/2018	12/17/2018	8.73	8.73	Open	N
36879	SONITROL CHICAGOLAND WEST	11/10/2018	12/17/2018	1,341.00	1,341.00	Open	N
36880	SONITROL CHICAGOLAND WEST	11/10/2018	12/17/2018	162.00	162.00	Open	N
37011	SOUTHWEST ELECTRIC	12/06/2018	12/17/2018	255.00	255.00	Open	N
36973	SPRINT PHONE	11/29/2018	12/17/2018	17.25	17.25	Open	N
37012	STERLING NETWORK INTEGRATION	11/27/2018	12/17/2018	848.00	848.00	Open	N
37013	STERLING NETWORK INTEGRATION	12/03/2018	12/17/2018	1,750.00	1,750.00	Open	N
36980	SWANK MOTION PICTURES, INC.	11/05/2018	12/17/2018	238.00	238.00	Open	N
36922	TAMELING INDUSTRIES INC.	11/15/2018	12/17/2018	706.00	706.00	Open	N
36952	TAMELING INDUSTRIES INC.	11/08/2018	12/17/2018	260.00	260.00	Open	N
36874	TAYLOR PLUMBING	10/17/2018	12/17/2018	555.00	555.00	Open	N
36937	TOTAL FIRE & SAFETY, INC.	11/08/2018	12/17/2018	205.00	205.00	Open	N
36938	TOTAL FIRE & SAFETY, INC.	11/08/2018	12/17/2018	295.00	295.00	Open	N
36991	TOTAL FIRE & SAFETY, INC.	11/08/2018	12/17/2018	225.00	225.00	Open	N
36930	TYCO INTEGRATED SECURITY LLC	11/10/2018	12/17/2018	253.53	253.53	Open	N
36931	TYCO INTEGRATED SECURITY LLC	11/10/2018	12/17/2018	273.00	273.00	Open	N
36916	ULINE, INC.	11/02/2018	12/17/2018	2,052.34	2,052.34	Open	N
36876	UNDERGROUND IMAGING	11/10/2018	12/17/2018	3,545.05	3,545.05	Open	N
36972	VERIZON WIRELESS	11/15/2018	12/17/2018	1,030.07	1,030.07	Open	N
36892	VILLA PARK ELECTRICAL SUPPLY	10/29/2018	12/17/2018	150.36	150.36	Open	N
36893	VILLA PARK ELECTRICAL SUPPLY	10/09/2018	12/17/2018	390.00	390.00	Open	N
36894	VILLA PARK ELECTRICAL SUPPLY	10/19/2018	12/17/2018	390.00	390.00	Open	N

12/07/2018 01:25 PM  
User: mkorman  
DB: Oak Brook Park

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
POST DATES 11/12/2018 - 12/07/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

Page: 4/5

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
36895	VILLA PARK ELECTRICAL SUPPLY	11/19/2018	12/17/2018	24.20	24.20	Open	N
36896	VILLA PARK ELECTRICAL SUPPLY	11/19/2018	12/17/2018	92.95	92.95	Open	N
36897	VILLA PARK ELECTRICAL SUPPLY	11/12/2018	12/17/2018	451.60	451.60	Open	N
36898	VILLA PARK ELECTRICAL SUPPLY	11/21/2018	12/17/2018	390.00	390.00	Open	N
36870	VILLAGE OF OAK BROOK	11/21/2018	12/17/2018	688.50	688.50	Open	N
36873	WASTE MANAGEMENT OF ILLINOIS I	10/29/2018	12/17/2018	166.51	166.51	Open	N
36911	WIGHT & COMPANY	07/31/2018	12/17/2018	36,350.00	36,350.00	Open	N
36912	WIGHT & COMPANY	08/31/2018	12/17/2018	26,190.00	26,190.00	Open	N
36945	WILSON SPORTING GOODS	11/17/2018	12/17/2018	338.91	338.91	Open	N

# of Invoices: 149 # Due: 149  
# of Credit Memos: 1 # Due: 1

Totals: 177,250.43 177,250.43  
Totals: (74.90) (74.90)

Net of Invoices and Credit Memos: 177,175.53 177,175.53

\* 2 Net Invoices have Credits Totalling: (124.18)

12/07/2018 01:25 PM

User: mkorman

DB: Oak Brook Park

## INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 5/5

POST DATES 11/12/2018 - 12/07/2018

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			47,701.00	47,701.00		
	02 - RECREATION FUND			45,501.45	45,501.45		
	07 - RECREATIONAL FACILITIES FUND			20,919.42	20,919.42		
	08 - SPORTS CORE			36.53	36.53		
	09 - SPECIAL RECREATION FUND			100.00	100.00		
	12 - CAPITAL PROJECTS FUND			62,917.13	62,917.13		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			19,075.99	19,075.99		
	02 - FINANCE			2,749.78	2,749.78		
	05 - CENTRAL PARK			9,207.43	9,207.43		
	06 - SADDLEBROOK PARK			474.30	474.30		
	07 - FOREST GLEN PARK			1,492.20	1,492.20		
	08 - CHILLEM PARK			138.00	138.00		
	09 - DEAN PROPERTY			271.51	271.51		
	10 - PROFESSIONAL SERVICES			7,315.00	7,315.00		
	12 - CONTRACTS. MAINTENANCE DNS			5,800.93	5,800.93		
	15 - BUILDING/RECREATION CENTER			14,120.51	14,120.51		
	20 - CENTRAL PARK WEST			1,522.66	1,522.66		
	21 - FITNESS CENTER			3,706.77	3,706.77		
	25 - AQUATIC CENTER			11,055.59	11,055.59		
	26 - AQUATIC-RECREATION PROGRAMS			554.89	554.89		
	31 - PRESCHOOL PROGRAMS			1,419.01	1,419.01		
	32 - YOUTH PROGRAMS			358.25	358.25		
	40 - ADULT PROGRAMS			3,046.68	3,046.68		
	50 - PIONEER PROGRAMS			5,961.03	5,961.03		
	60 - SPECIAL EVENTS & TRIPS			1,500.88	1,500.88		
	71 - BUILDING/RACQUET CLUB			8,333.98	8,333.98		
	75 - PROGRAMS/RACQUET CLUB			5,723.99	5,723.99		
	80 - MARKETING			10,429.02	10,429.02		
	95 - CAPITAL PROJECTS FUND			62,917.13	62,917.13		



12/07/2018 12:13 PM

User: mkorman

DB: Oak Brook Park

## INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 1/1

POST DATES 11/12/2018 - 12/07/2018

BOTH JOURNALIZED AND UNJOURNALIZED

PAID  
INTERIM AND REFUNDS

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
36861	COMCAST	11/01/2018	11/21/2018	577.03	0.00	Paid	Y
36868	DIRECT ENERGY BUSINESS	11/06/2018	11/26/2018	15,032.34	0.00	Paid	Y
36862	FIRST STUDENT	06/28/2018	11/21/2018	250.75	0.00	Paid	Y
36863	FIRST STUDENT	08/02/2018	11/21/2018	206.50	0.00	Paid	Y
36864	FIRST STUDENT	08/06/2018	11/21/2018	280.25	0.00	Paid	Y
36865	FIRST STUDENT	08/20/2018	11/21/2018	250.75	0.00	Paid	Y
36866	FIRST STUDENT	08/08/2018	11/21/2018	354.00	0.00	Paid	Y
36867	FIRST STUDENT	08/10/2018	11/21/2018	236.00	0.00	Paid	Y
36860	KONICA MINOLTA PREMIER FINANCE	09/30/2018	11/15/2018	784.00	0.00	Paid	Y
36869	PATRICA DALTON	11/19/2018	11/30/2018	86.00	0.00	Paid	Y
36855	VILLAGE OF OAK BROOK	11/08/2018	11/21/2018	4,540.00	0.00	Paid	Y
36856	VILLAGE OF OAK BROOK	11/08/2018	11/21/2018	70.00	0.00	Paid	Y
36857	VILLAGE OF OAK BROOK	11/08/2018	11/21/2018	60.00	0.00	Paid	Y
36858	VILLAGE OF OAK BROOK	11/08/2018	11/21/2018	300.00	0.00	Paid	Y
36859	VILLAGE OF OAK BROOK	11/08/2018	11/21/2018	150.00	0.00	Paid	Y

# of Invoices:	15	# Due:	0	Totals:	23,177.62	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos:	23,177.62	0.00
-----------------------------------	-----------	------

## --- TOTALS BY FUND ---

01 - GENERAL CORPORATE FUND	6,456.93	0.00
02 - RECREATION FUND	12,153.29	0.00
07 - RECREATIONAL FACILITIES FUND	4,567.40	0.00

## --- TOTALS BY DEPT/ACTIVITY ---

01 - ADMINISTRATION CORPORATE	3,346.24	0.00
02 - FINANCE	200.93	0.00
05 - CENTRAL PARK	1,812.97	0.00
07 - FOREST GLEN PARK	366.42	0.00
15 - BUILDING/RECREATION CENTER	3,495.51	0.00
20 - CENTRAL PARK WEST	581.10	0.00
21 - FITNESS CENTER	2,818.52	0.00
25 - AQUATIC CENTER	4,804.31	0.00
32 - YOUTH PROGRAMS	1,578.25	0.00
71 - BUILDING/RACQUET CLUB	4,173.37	0.00



## Oak Brook Park District

1450 Forest Gate Road  
Oak Brook, IL 60523

### Petty Cash      Corporate

Petty Cash for      Dec. 2018

Received By	Date	Description	Account Number	Amount
L. Kosey	11/11/18	Coffee, Tea, Filters	01-01-730-002	\$53.94
		Total		\$53.94
K. Basile	11/11/18	Coffee Filters	01-15-840-006	\$17.98
		Total		\$17.98
L. Kosey	11/14/18	Coach Bus Tip - Teambuilding	01-01-690-000	\$50.00
		Total		\$50.00



## Oak Brook Park District

1450 Forest Gate Road  
Oak Brook, IL 60523

### Petty Cash      Recreation

Petty Cash for      Dec. 2018

Received By	Date	Description	Account Number	Amount
D. Thommes	10/31/18	Preschool Supplies	02-31-765-001	\$22.95
	11/6/18	Preschool Supplies	02-31-765-001	\$15.00
	11/16/18	Preschool Supplies	02-31-765-001	\$10.49
	11/28/18	Preschool Supplies	02-31-765-001	\$26.36
	12/3/18	Preschool Supplies	02-31-765-001	\$6.57
	12/4/18	Preschool Supplies	02-31-765-001	\$10.98
		Total		\$92.35
L. Kosey	12/3/18	Valet - Sponsor Event	02-80-740-020	\$1.00
				\$1.00
L. Pizzello	11/12/18	Costco and GFS	02-01-660-002	\$4.09
D. Thommes	11/16/18	Tinley Park Convention Center- Risk Management	02-01-660-002	\$36.79
		Total		\$40.88

**NOTICE OF PROPOSED  
PROPERTY TAX LEVY FOR  
OAK BROOK PARK DISTRICT,  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**

- I. A public hearing to approve a proposed property tax levy for Oak Brook Park District for 2018 will be held on Monday, December 17, 2018, at 6:30 p.m. at the Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois 60523.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Laure Kosey, Executive Director, 1450 Forest Gate Road, Oak Brook, Illinois 60523, 630-645-9535.

- II. The corporate and special purpose property taxes extended or abated for 2017 were \$3,040,416.55.

The proposed corporate and special purpose property taxes to be levied for 2018 are \$3,213,229.00. This represents a 5.68% increase over the previous year.

- III. The debt service and public building commission leases property taxes extended or abated for 2017 were \$311,562.12.

The proposed debt service and public building commission leases property taxes to be levied for 2018 are \$308,031.00. This represents a 1.13% decrease over the previous year.

- IV. The total property taxes extended or abated for 2017 were \$3,351,978.67. The proposed total property taxes to be levied for 2018 are \$3,521,260.00. This represents a 5.05% increase over the previous year.

## Project Final Report

<b>Project Name</b>	<b>Family Locker Room and Front Desk Relocation</b>
<b>Description</b>	Renovate all existing locker room spaces and add a 5 <sup>th</sup> locker room space for family, inclusive and group changing needs. Renovate and relocate desk to improve check-in flow and security. Replace two aging HVAC units that serve the locker room spaces and various public and administrative areas of the Family Recreation Center.
<b>Project Manager</b>	Dave Thommes, Deputy Director
<b>Project Team</b>	<ul style="list-style-type: none"> <li>• Laure Kosey, Executive Director</li> <li>• Bob Johnson, Director of Parks &amp; Planning</li> <li>• Matt Murtaugh, Building Engineer</li> <li>• Family Recreation Center Facility Manager</li> <li>• Family Aquatic Center Manager</li> </ul>
<b>Date</b>	November 20, 2018

### Project Successes

<b>Name</b>	<b>Description</b>
Energy Efficiency Upgrades	<ul style="list-style-type: none"> <li>• Automatic, low flow faucets in all sinks</li> <li>• Low flow showerheads in all shower spaces</li> <li>• Automatic dispensing hand towels</li> <li>• Upgraded automatic hand dryers</li> <li>• LED lighting installed throughout all locker room spaces</li> <li>• New Building Automation System which allows for greater control, efficient scheduling and use and cost savings</li> <li>• Occupancy sensors throughout all locker room spaces</li> </ul>
Customer Service Improvements	<ul style="list-style-type: none"> <li>• Relocation of front desk allows for greater security creating more of a bottleneck to slow customers down who are trying to sneak in</li> <li>• Reconfiguration of front desk allows for new member self-check-in stations</li> <li>• Reconfiguration of front desk allowed for registration services to be moved from the administration office to the front desk, allowing for program registration during all operating hours</li> <li>• Large youth groups and camps filtered through inclusive family locker room to ease congestion in other locker room spaces</li> <li>• Additional locker room options better serve a great percentage of our user population</li> <li>• Installation of deck showers allows for quick rinse showering for those that don't need a full shower after swimming</li> </ul>

### **Project Successes - continued**

<b>Name</b>	<b>Description</b>
Inclusion Improvements	<ul style="list-style-type: none"><li>• Two ADA accessible customer service stations added to the front desk.</li><li>• One fully-accessible wet changing areas added to the Family Locker Room.</li><li>• Adult changing table added to the Family Locker Room.</li><li>• Creation of an inclusive, full-service changing space that serves all, regardless of age or ability.</li></ul>

### **Significant Unexpected Events**

<b>Description</b>	<b>Impact</b>	<b>Actions Taken</b>
Men's Locker Room Sight Line Issues	Sight-lines allowed for direct viewing from multiple angle into men's locker room complex.	Built an additional wall to eliminate visible sight-lines into men's locker room complex.
Shower Room Partition Frames	During demolition, it was discovered that the existing wall partition frames were in too bad of condition to re-use.	Install new metal stud partitions in both women's and men's shower rooms.
Backerboard in Men's and Women's bathrooms and shower rooms.	Backerboard needed for tile installation after partitions were reconstructed.	Install new backerboard in men's and women's bathrooms and shower rooms.
Building Automation System Issues	Obsolete software and building automation system could not communicate with the two roof-top new units. Option was to have two new units on different system than the seven other roof top units or invest in software that would handle all rooftop units on one system.	Purchased and installed new building automation software, which added greater building automation control and efficiencies for the roof top units, keeping all on the same software.

### **Lessons Learned**

<b>Description</b>	<b>Recommendation</b>
Tennis Center construction and subsequent locker room shutdown at their facility negatively impacted our customers.	Tennis Center construction was put on hold due to high bids and rescheduled during the Family Locker Room timeline. Potentially budget for mobile locker rooms and changing areas. When at all possible, do not have similar project timelines when undergoing major renovations at both facilities.
Field changes are expected and need to be decided upon quickly in order to keep construction progressing however, corresponding paperwork lagged.	Set paperwork and change order delivery expectations upfront with Construction Manager.
Helicopter pick and install of rooftop HVAC units proved to be a more cost and time efficient option.	Request quotes for traditional crane along with helicopter pick and install when replacing future HVAC units.
During construction, temporary lockers were set-up down the studio hallway for patron use. It was discovered that patrons from group fitness classes utilized the temporary lockers regularly.	After construction, permanent wood lockers were installed down the studio hallway based on patron use and feedback during construction.

### **Project Performance**

<i>Schedule</i>					
<b>Planned Finish Date</b>	<b>Actual Finish Date</b>	<b>Variance (in days)</b>	<b>On Schedule</b>	<b>Ahead of Schedule</b>	<b>Behind Schedule</b>
11-21-2017	12-1-2017	9	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>Budget</i>					
<b>Approved Budget</b>	<b>Spent Budget</b>	<b>Variance Under/(over)</b>	<b>On Budget</b>	<b>Under Budget</b>	<b>Over Budget</b>
\$1,051,549	\$1,049,274	\$2,274.90	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



# Memo

To: Oak Brook Park District Board of Commissioners  
From: Laure Kosey, Executive Director  
Date: December 7, 2018  
Re: November/December 2018: Admin., Corporate Relations, IT & Marketing

---

## **November Board Meeting Follow Up:**

### **Referendum Question on November ballot**

On November 27<sup>th</sup>, the election ballot was certified. The park district referendum had a 68.2% approval rating and has the approval of the residents to issue bonds up to \$17.9 million for the purchase of the McDonald's soccer fields.

### **Village Pool Management Services**

The Village Trustees have approved the IGA for OBPD to manage their outdoor pool again in 2019.

## **December Board Meeting Discussion Points:**

### **Truth in Taxation Act**

The tax levy for Fiscal Year 2019-20 was published in the Daily Herald on December 6, 2018. The ordinance is on the board agenda for approval.

### **McDonald's Soccer Fields**

The Park District and McDonald's Corporation will be entering into a contract for the sale of the "McDonald's Soccer Fields" to the Oak Brook Park District.

### **Parameters Ordinance**

An ordinance authorizing the sale of bonds not to exceed \$17,900,000 for the purchase and improvement of the "McDonald's Soccer Fields".

## **November Corporate & Community Relations Report**

	<b>FY 2017</b>	<b>FY 2018</b>
<b>Sponsorships</b>	\$44,925.00	\$30,990.00
<b>Ad Space</b>	\$20,075.01	\$17,550.00
<b>Vendors</b>	\$4,643.95	\$9,350.00
<b>In-Kind Donations</b>	\$16,667.00	\$34,704.10
<b>Oak Brook Park District Foundation</b>	\$12,889.64	\$35,636.08

### **November Revenues**

**Sponsorships:** \$0.00    **Advertising:** \$0.00    **Vendors:** \$600.00    **In-Kind Donations:** \$ 1,453.80  
**Oak Brook Park District Foundation:** \$ 1,964.39



## November Marketing & IT Report

### obparks.org November Audience Report



### November Facebook Analytics

Facebook Page	Total Likes	Total Posts	Reach
OBPARKS	2271 (29 new)	43	34,556

The referendum announcement was our highest performing Facebook post this month. Posts covering our Candy Buy Back, November 5<sup>th</sup> Celebration, Open Swim, and Snowshoeing also (organically) reached more than 1000 people each.

**Oak Brook Park District**  
Published by Jessica Cannaday · November 7

Unofficial totals from DuPage County report that more than 68 percent of the votes have come back in favor of the Oak Brook Park District Open Space Referendum. We are grateful for your continued support and look forward to working with residents so the future of this property reflects your vision for the community.

<https://www.obparks.org/.../oak-brook-park-district-open-spac...>

Illinois Association of Park Districts Illinois Park and Recreation Association National Recreation and Park Association

**OBPARKS.ORG**  
**Oak Brook Park District Open Space Referendum Passes | Oak Brook Park District**

**Get More Likes, Comments and Shares**  
Boost this post for \$35 to reach up to 6,800 people.

**1,126** People Reached  
**188** Engagements

**Boost Post**

Annie Retzer Tandy, Thomas Pham and 46 others · 2 Comments · 2 Shares



**Oak Brook**  
Park District  
www.obparks.org  
1450 Forest Gate Road • Oak Brook, IL 60523-2151  
Providing the very best in park and recreational opportunities, facilities and open lands for our community.

### November

#### Audience Analysis

We saw a dip in several of our KPI this month, which can be attributed to the early delivery of the Winter/Spring Brochure and the referendum campaign.

#### Top Referral Sites:

Facebook, Tennis Source, mykidlist.com.

#### Nov. Ecommerce Total:

**\$31,002 (up 81.98% from Nov. 2017)**

### IT Initiatives

We renewed our contract with PC Connection for PCI compliance services. Part of the contract is conducting quarterly audits of internal and external penetration tests.

ActiveNet is getting updated to remove Java from all its applications in order to run correctly on Microsoft Edge. This includes point of sale, pass validation and member pass production. This process will be complete by the end of December.

### Obparks.org acquisition value

Referral Values	Nov.	Oct.	Sept.
Direct:	\$27,621	\$42,937	\$44,174
External Refs:	\$1,767	\$1,285	\$3,372
Organic Search:	\$1,252	\$1,182	\$1,685
Social Media:	\$362	\$297	\$93
Email:	\$0	\$0	\$0

### November Top Pages

1. Home
2. Facilities/FRC
3. Facilities/FAC
4. Programs/aquatics
5. Programs/tennis-programs

### Email Marketing

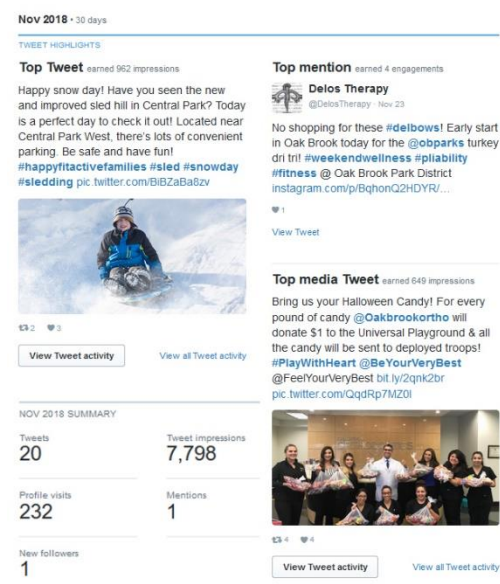
Email	Date	Open	Clicks
General eNews	11/30	31%	8%

### November Instagram Reach

536 followers



### October Twitter Analytics



We have revised our Pinterest account and are developing a plan to better utilize this top search engine in 2019.





# Memo

To: Board of Commissioners and Executive Director, Laure Kosey  
From: Marco Salinas, Chief Financial Officer  
Date: December 10, 2018  
Re: November 2018 Financials

---

## General Fund

We have now completed seven months of our current fiscal year. Year-to-date (YTD) revenues and expenditures in this fund equal \$2,058,267 and \$1,355,543, respectively, which is resulting in a YTD net surplus of \$702,724. This surplus is \$189,724 lower than prior year's surplus of \$892,448. Following is additional commentary:

- YTD property tax revenues have decreased \$120,305; from \$1.486 million in the prior year, to \$1.366 million in the current year. This decrease has been expected due to the fact that we decreased our tax levy for corporate purposes in order to increase our levies for liability insurance, social security, and special recreation purposes (i.e. a re-distribution of our 2017 tax levy);
- YTD Personal Property Replacement Tax (PPRT) revenues have decreased from \$56,233 in the prior year, to \$47,793 in the current year. Last fiscal year we benefitted from a one-time increase in revenues of approximately \$12K. This one-time increase also impacted several other funds that also collect PPRT revenues;
- Revenues in the Building-Recreation Center department are slightly unfavorable to budget. Building rental revenue has decreased from \$106,734 in the prior year, to \$91,607 in the current year. Finance is following-up on the causes for such decrease. Child care revenue has also decreased from \$6,540 to \$3,271 due to decreased participation. In response to this, we have curtailed staffing in the mornings which has led to a corresponding reduction in expenses for this program;
- Expenditures are currently on target or favorable against budget across all departments. In our Saddlebrook Park department, expenditures are higher than prior year due to the costs of removing 7 trees and trimming several others adjacent to the tennis courts;
- Our Professional Services department has experienced increased expenditures when compared to prior year. In the current year we have incurred \$4,500 in fees for continued work on our Master Plan whereas no such costs were incurred in the prior year. In addition, this year we have incurred costs related to the general election referendum question.

## Recreation Fund

YTD revenues and expenditures in this fund are currently at \$2,637,777 and \$2,043,716, respectively. This is resulting in a YTD net surplus of \$594,062, which is \$186,136 lower than prior year's net surplus of \$780,198. Following is additional commentary over this fund's activities:

- The Other revenue category reflects receipt of a \$29,533 donation from the Foundation. This donation will be used to partially fund the current year debt service payments on our \$500K debt certificates;
- Aquatic Center and Children's Program revenues have increased 11.6% and 10.4%, respectively, over the prior year;
- Revenues for our Preschool program have decreased approximately \$15,222 (10.30%);
- Expenditures are currently on target or favorable against budget across all departments;
- As expected, capital expenditures have increased significantly over prior year. The \$240,025 in YTD expenditures are comprised of \$207,264 for our Central Park Improvement project, and a \$32,761 lease payment for various fitness equipment. The prior year's activity only reflects the fitness equipment lease payment.

### **Recreational Facilities Fund (Tennis Center)**

YTD revenues and expenses in this fund are currently at \$1,281,439 and \$948,759, respectively. This is resulting in a YTD net surplus of \$332,680, which is an increase of \$302,688 over prior year's net surplus of \$29,992. This surplus is primarily being driven by the following activity:

- Earlier collection of season court time fees for the current tennis season which runs from September 2018 through May 2019. We expect another spike in this revenue in December 2018 when the second and final installment will be due. The tennis center increased its efforts to have members pay their fees via credit card versus direct billing which has resulted in quicker collections;
- Increased indoor daily court time revenue- \$99,630 in the current year versus \$81,595 in the prior year, an increase of 22%;
- Increased private lesson revenue- \$143,337 in the current year versus \$112,334 in the prior year, an increase of 28%;
- Increased group lesson revenues- \$709,023 in the current year versus \$586,789 in the prior year, an increase of 21%;
- The above is partially offset by increased programming costs such as instructor wages, and instruction/program supplies.

---

### **FINANCE OPERATIONS:**

- Finance staff evaluated three proposals for financial services related to the upcoming bond issuance. Piper Jaffray has been selected to assist us with this process.
- The Illinois Municipal Retirement Fund (IMRF) recently notified us that the 2019 employer contribution rate for our pension plan will be decreasing from the existing 9.05% of pensionable wages to 7.45%.
- Marco and Linda N. will be attending the annual regional user group training sponsored by BS&A. This free training provides all local BS&A clients the ability to meet to discuss the various year-end tax reporting processes as well as receive hands-on training on newly available software functionality.

### **HUMAN RESOURCES:**

- Linda N. met with staff to discuss changes to our confined space policies and procedures. These revised procedures should facilitate safe entry into such spaces by authorized personnel.



# Memo

To: Oak Brook Park District Board of Commissioners  
From: Dave Thommes, Deputy Director  
Date: December 12, 2018  
Re: Recreation & Facilities Report

---

## Recreation

- Sixteen Pioneers traveled to New Orleans, Lafayette and Natchez for our fall Travel Club trip. They enjoyed the sites of New Orleans, Avery Island with the Tabasco Factory, Antebellum Mansions and lots of Cajun/Creole food!
- Monthly Pioneer programs held included: Bingo, Mah Jongg on Friday Mornings, Brain Games and The Greatest Showman Movie Matinee.
- Seventeen Pioneers attended the Rules of the Road class given by the State of Illinois.
- Pioneer day trips included a Chocolate Lovers Tour and a visit to the Museum of Science and Industry for the Trees Around the World Exhibit.
- Karen Spandikow is on the Board of Regents for Professional Development School. The school took place November 11-14. Mike Azzaretto also attended and graduated this year.
- The preschool Thanksgiving Feast took place on November 16<sup>th</sup>. Sixty children and their families enjoyed a full Thanksgiving meal.

## Aquatics

- Swim lesson numbers are slightly down (down approximately 10% compared with Fall '17) but it is promising that the numbers for the second half of Fall '18 (525 registered) is 70% greater than the same time period for Fall '17 (332 registered).
- Swim lesson web pages are updated to include better information and easy registration.
- We are adding pre-session evaluations for swimmers new to our lesson program to ease the chaos of placement evaluations on the first day of a new session. Dates and times are published on website. We will include the dates in future brochure publications as well.
- Parent/Tot swim time has been changed to simply Weekday Daytime rates. We are allowing open swim with play features turned on at request. This will eliminate a great deal of confusion and encourage facility use on days off from school for patrons of all ages.
- The Dive in Movie for November was Coco. We had approximately 40 participants attend. The next Dive in Movie is Arthur Christmas on December 21<sup>st</sup> at 7pm
- Members of Midtown Athletic in Willowbrook are able to use our pool for lap swimming during open swim hours as we work in cooperation with them during a major pool renovation.

## Fitness

- 2<sup>nd</sup> Annual Turkey Dri Tri was a great success with 50 participants. Our 2019 Series will begin with the first event on Sunday, February 3<sup>rd</sup>, 2019 and include triathlons in July and November. AMITA has confirmed that AMITA will sponsor the series through February of 2020.
- Choose to Lose registration is underway. The program begins January 9<sup>th</sup>.

## Tennis

- Member appreciation week took place at the Tennis Center with 140 participants during the weekend events.
- A \$7500 rebate from Nicor was approved for the boiler project.



## Athletics

- Youth Basketball League registration is complete for 1<sup>st</sup>-4<sup>th</sup> grade and we are at our max of 160 kids! Little Dribblers (Kindergarten age group) is still ongoing until our final five available spots fill up. In total, we are at 175 kids signed up for our basketball leagues. Last year we had a total of 153 kids.
- New this year for our Youth Basketball League, we have added an extra optional practice for those who are signed up for the league. This is run through Breakaway Basketball and is an extra source of revenue for the program. Breakaway offers this training at a much-discounted rate for our league which has helped attract new kids to the league.
- Open Pickleball has been a huge hit with attendance averaging around 20 people per date! We currently offer Tuesday and Fridays from 9am-11am.

## Facilities

- VAV air filters were replaced throughout administration offices, studios, and classrooms.
- Cove baseboard was installed around front desk areas.
- Progress is ongoing to convert gym's 1 & 3 over to LED bulbs to conserve electric and maintenance repair costs of standard florescent lights.
- Spa pump leak was repaired in house with surplus parts on a short turnaround at the least inconvenience to the patrons.
- Full length mirrors were installed in the locker rooms.
- Fire alarm panel, sprinkler system and extinguishers annual inspection was conducted with no issues to report.

## Retention Results

- We gained 67 new members in November.

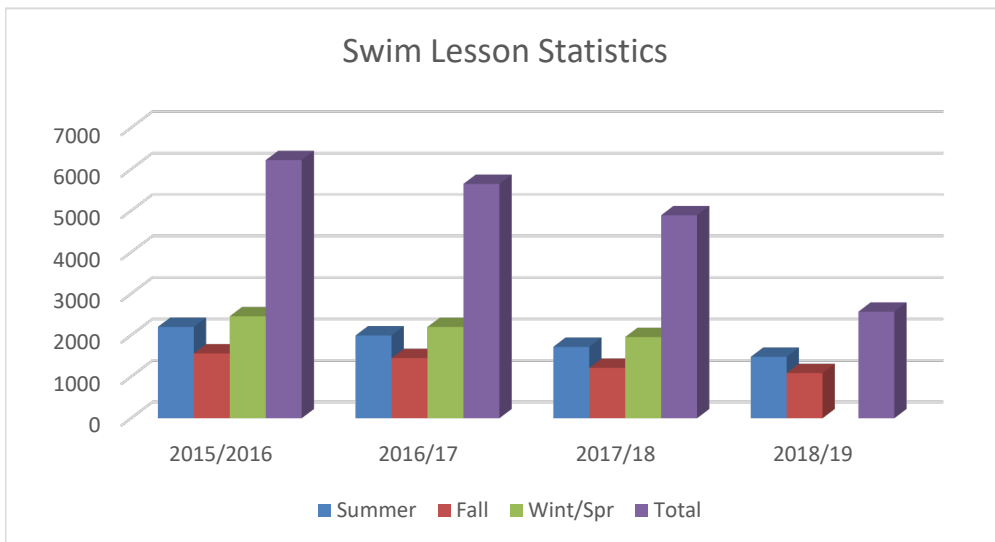
November-18			
	Retained	Total	Rate
Aquatic	175	179	97.8%
Aqua/Ten	1	1	100.0%
Fitness	332	340	97.6%
Fit/Aqua	175	185	94.6%
Fit/Ten	12	12	100.0%
Premiere	31	31	100.0%
Yearly Total	726	748	97.1%
EFT Aqua	662	680	97.4%
EFT Aqua/Ten	52	52	100.0%
EFT Fitness	1112	1125	98.8%
EFT Fit/Aqua	600	616	97.4%
EFT Fit/Ten	95	97	97.9%
EFT Premiere	141	141	100.0%
Yearly & EFT	3388	3459	97.9%



# Oak Brook Park District Aquatic Center Swim Lesson and Swim Team Statistics

Swim Lesson Statistics				
	Summer	Fall	Wint/Spr	Total
2015/2016	2202	1562	2457	6221
2016/17	1995	1451	2201	5647
2017/18	1721	1214	1957	4892
2018/19	1480	1088		2568

Swim Team Statistics			
	Summer	Fall/Winter	Spring
2015/2016	34	56	27
2016/17	32	51	21
2017/18	25	50	73
2018/19	55	80	





# Oak Brook Park District Aquatic Center Aquatic Party Statistics

2018 Aquatic Party Statistics													
Total # Parties	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Splash Birthday	20	21	25	23	19	17	14	7	19	14	24		203
Super Splash Birthday	10	8	7	14	9	13	8	10	12	4	13		108
Group (by day)	7	6	6	6	8	5	10	7	2	3	6		66
Private (indoors only)	5	3	4	6	2	5	1	3	2	2	3		36
Private (indoor/outdoor combo)	0	0	0	0	0	0	1	1	0	0	0		2
Splash Island Birthday	0	0	0	0	0	4	7	5	1	0	0		17
Camp Rentals	2	3	5	2	3	13	9	6	0	0	0		43
Lane Rental (lap only)	3	1	1	0	5	0	0	0	0	3	0		13
Scout	2	3	1	5	2	1	0	1	0	0	1		16
<b>Total # Parties</b>	<b>49</b>	<b>45</b>	<b>49</b>	<b>56</b>	<b>48</b>	<b>58</b>	<b>50</b>	<b>40</b>	<b>36</b>	<b>26</b>	<b>47</b>	<b>0</b>	<b>504</b>

<b>2017</b>	<b>46</b>	<b>52</b>	<b>59</b>	<b>55</b>	<b>47</b>	<b>60</b>	<b>98</b>	<b>37</b>	<b>2</b>	<b>44</b>	<b>31</b>	<b>63</b>	<b>594</b>
<b>2016</b>	65	60	61	80	84	90	80	68	34	49	44	46	761
<b>2015</b>	52	58	71	51	65	77	82	47	37	44	49	42	675



# Oak Brook Park District Athletic Fields Rental Report

## Athletic Field Usage 2017/2018 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	17/18 YTD	16/17 Actual
Hours	177	103	109	180	188	183	109	8	7.5	3	80.5	168	1,316	1,233
Revenue	\$13,262	\$5,222	\$2,103	\$10,385	\$11,120	\$12,907	\$8,985	\$739	\$750	\$205	\$7,238	\$14,722	\$87,638	\$80,718

## Athletic Field Usage 2017/2018 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	17/18 YTD	16/17 Actual
Hours	159	140	133	202	211	200	1	0	0	0	0	73	1,119	1,106
Revenue	\$4,203	\$2,248	\$833	\$1,138	\$6,713	\$2,088	\$25	\$0	\$0	\$0	\$0	\$1,742	\$18,987	\$9,850

## Athletic Field Usage 2017/2018 Fiscal Year Baseball Fields

	May	June	July	August	September	October	November	December	January	Feb	March	April	17/18 YTD	16/17 Actual
Hours	88	148	151	209	183	81	2	0	0	0	0	79.25	941	987
Revenue	\$2,778	\$4,157	\$1,284	\$2,425	\$4,235	\$2,079	\$150	\$0	\$0	\$0	\$0	\$1,053	\$18,160	\$16,645

## Athletic Field Usage 2018/2019 Fiscal Year Evergreen Bank Group Athletic Field

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 YTD
Hours	172	126	79	168	203	210	81						1,038	1,049
Revenue	\$15,258	\$9,005	\$3,813	\$12,280	\$12,714	\$15,670	\$5,880						\$74,618	\$63,985

## Athletic Field Usage 2018/2019 Fiscal Year Natural Grass Soccer Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 YTD
Hours	91	154	131	145	195	80	0						794	1,046
Revenue	\$3,156	\$2,081	\$725	\$1,625	\$2,688	\$1,413	\$0						\$11,688	\$17,245

## Athletic Field Usage 2018/2019 Fiscal Year Baseball Fields

Month	May	June	July	August	September	October	November	December	January	Feb	March	April	18/19 YTD	17/18 YTD
Hours	116	96	37	24	116	89	12						489	862
Revenue	\$1,740	\$595	\$100	\$75	\$200	\$800	\$475						\$3,985	\$17,107





## Oak Brook Park District Facility Usage

Facility Usage													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<b>2017</b>	43,582	37,431	45,170	31,760	31,932	35,136	33,194	27,695	17,587	15,789	24,693	24,856	368,825
<b>Weekday Avg.</b>	1,355	1,252	1,597	1,107	1,069	1,342	1,165	911	637	853	976	1,174	1,120
<b>Weekend Avg.</b>	1,531	1,551	1,054	1,071	736	700	944	887	467	672	896	1,037	962
<b>2018</b>	27,978	41,768	44,831	40,154	37,099	41,229	51,465	41,786	33,111	15,789	NA		375,210
<b>Weekday Avg.</b>	1,453	1,397	1,510	1,338	1,283	1,522	1,646	1,368	1,150	853	NA		1,352
<b>Weekend Avg.</b>	1,499	1,729	1,291	1,339	949	1,031	1,693	1,145	1,011	672	NA		1,236



# Oak Brook Park District Family Recreation Center Membership Usage Data

*Members												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>2015</b>	2,368	2,412	2,467	2,489	2,520	2,572	2,628	2,464	2,636	2,564	2,534	3,299
<b>Resident</b>	67%	67%	67%	67%	67%	66%	66%	64%	65%	65%	63%	54%
<b>Non Resident</b>	33%	33%	33%	33%	33%	34%	34%	36%	35%	35%	37%	46%
<b>EFT</b>	2,123	2,141	2,195	2,192	2,149	2,243	2,207	2,263	2,318	2,277	2,556	2,492
<b>2016</b>	3,524	3,456	3,704	3,623	4,053	4,204	4,333	4,220	3,603	3,571	3,600	3,757
<b>Resident</b>	54%	53%	54%	56%	54%	52%	52%	52%	56%	55%	57%	56%
<b>Non Resident</b>	46%	47%	46%	44%	46%	48%	48%	48%	44%	45%	43%	44%
<b>EFT</b>	2,216	2,674	2,188	2,170	2,205	2,177	2,212	2,207	2,207	2,197	2,209	2,329
<b>2017</b>	3,901	3,715	3,686	3,848	4,150	4,230	4,283	3,812*	3711*	3,665*	3,751	3,859
<b>Resident</b>	55%	53%	53%	54%	53%	52%	52%	54%	55%	55%	53%	52%
<b>Non Resident</b>	45%	47%	47%	46%	47%	48%	48%	46%	45%	45%	47%	48%
<b>EFT</b>	2,481	2,495	2,514	2,538	2,499	2,499	2,511	2,529	2,513	2,520	2,617	2,736
<b>2018</b>	3,902	3,888	4,015	4,132	4,283	4,422	4,457	4,252	3,888	3,816	3,808	
<b>Resident</b>	52%	52%	52%	52%	51%	50%	51%	52%	53%	53%	53%	
<b>Non Resident</b>	48%	48%	48%	48%	49%	50%	49%	48%	47%	47%	47%	
<b>EFT</b>	2,827	2,836	2,845	2,829	2,810	2,781	2,765	2,763	2,756	2,705	2,724	
Usage												
	January	February	March	April	May	June	July	August	September	October	November	December
<b>2015</b>	10,055	8,974	9,813	8,938	8,713	9,082	8,655	8,545	7,911	8,612	8,261**	10,880
<b>2016</b>	13,418	13,216	12,915	12,360	11,828	11,750	11,538	10,900	9,097	10,625	10,233	10,034
<b>2017</b>	12,631	11,559	12,351	11,245	14,711	16,596	17,065	12,568*	8238*	12,812	13,327	14,178
<b>2018</b>	15,909	13,043	16,047	14,383	14,333	14,782	15,768	13,472	11,150	13,441	13,424	

\*Locker Room Renovation began August 14, 2017

Re-opened December 1st, 2017



# Oak Brook Park District Facility Statistics and Data

Facility Rentals													
	JAN	Feb	March	April	May	June	July	AUG	SEPT	OCT	NOV	DEC	Total
2017	231	198	224	200	147	158	154	163	149	135	178	178	2,115
Gym Rentals	164	132	136	112	82	81	81	89	90	107	124	117	1,315
Gym Revenue								\$ 11,855.00	\$ 11,040.00	\$ 13,125.00	\$ 17,702.50	\$ 16,137.00	\$ 69,859.50
Room Rentals	57	56	69	77	55	56	57	58	45	51	54	47	682
Room Revenue								\$ 4,580.00	\$ 2,565.00	\$ 4,350.00	\$ 2,612.00	\$ 2,854.00	\$ 16,961.00
CPW Rentals	10	10	19	11	10	21	16	16	14	7	13	14	161
CPW Revenue	\$3,745.00	\$3,360.00	\$6,412.50	\$4,330.00	\$2,395.00	\$9,430.00	\$7,142.50	\$5,575.00	\$6,892.50	\$3,590.00	\$6,027.50	\$7,410.00	\$66,310.00
2018	217	188	216										621
Gym Rentals	152	131	137	101	78	73	70	96	98	119	139		1,194
Gym Revenue	\$ 19,245.00	\$ 18,237.00	\$ 14,510.00	\$ 11,025.00	\$ 6,490.00	\$ 7,412.50	\$ 7,340.00	\$ 20,500.00	\$ 8,950.00	\$ 15,396.00	\$ 17,165.00		\$ 146,270.50
Room Rentals	57	48	66	64	45	56	47	45	52	52	48		
Room Revenue	\$ 4,409.00	\$ 4,202.00	5,385	4,430	1,900	5,180	4,170	\$ 3,117.00	\$ 4,569.00	\$ 2,980.00	\$ 3,365.00		\$ 43,707.00
CPW Rentals	8	9	13	12	9	20	11	17	8	8	13		128
CPW Revenue	\$4,307.50	\$3,457.50	\$5,501	\$4,950	\$4,590	\$10,325	\$5,780	\$5,340	\$6,182	\$4,720	\$6,013		\$61,166.00
Theme Parties													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
2017	4	2	4	7	5	4	9	2	5	6	2	2	52
2018	5	5	8	2	5	5	2	1	4	4	3		44



**Oak Brook**  
Park District  
www.obparks.org  
1450 Forest Gate Road • Oak Brook, IL 60523-2151  
Providing the very best in park and recreational opportunities, facilities and open lands for our community.

# Memo

To: Board of Commissioners  
From: Bob Johnson, Director of Parks and Planning  
Date: December 12, 2018  
Re: Board Report

- 
- The annual athletic field light measurement is scheduled to take place Monday, December 17<sup>th</sup> following the Board meeting.
  - Although the ice rink is not yet open due to mild weather conditions, the sledding hill was in use after the first substantial snowfall in late November.
  - Parks Department staff has completed fall outdoor tasks for the season.
  - The honeybee apiary has been winterized, and approximately 13 gallons of honey was collected during the 2018 season.
  - There are 2 new change orders this month.
    1. A change order for Allied Landscape, Inc. in the amount of \$10,815 for additional seeding on the sled hill due to the revised size and shape of the hill. This cost is being allocated to the contractor's allowance, and no Board action is necessary.
    2. A deductive change order for Allied Landscape, Inc. in the amount of \$4,620 for new plant watering service that was not completed.
  - Please see agenda the agenda histories in the packet for change orders requiring Board action.

# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

**CHANGE ORDER NUMBER:** AL-05**INITIATION DATE:****OWNER:** ☒**CONSTRUCTION MANAGER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☐**FIELD:** ☐**OTHER:** ☐**TO CONTRACTOR** (Name and address):

Allied Landscaping Corp  
3197 S. Chicago Street  
Joliet, IL 60436

**PROJECT NUMBERS:** /**CONTRACT DATE:** 01/15/18**CONTRACT FOR:** Landscaping**THE CONTRACT IS CHANGED AS FOLLOWS:**

This owner finds this Change Order germane to the original contract signed with Allied Landscaping Corp., and in the best interest of the owner.

**Allowance: \$10,815.00****This amount: \$10,815.00****Remaining Allowance: \$0**

The original Contract Sum was	\$	160,830.00
Net change by previously authorized Change Orders	\$	11,730.00
The Contract Sum prior to this Change Order was	\$	172,560.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	172,560.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Wight Construction Services, Inc.

2500 North. Frontage Road

Darien, IL 60561

**CONSTRUCTION MANAGER** (Firm name)

Wight &amp; Company

2500 North Frontage Road

Darien, IL 60561

**ARCHITECT** (Firm name)**ADDRESS****ADDRESS**

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)

DATE:

Allied Landscaping Corp  
3197 S. Chicago Street  
Joliet, IL 60436

\_\_\_\_\_  
CONTRACTOR (Firm name)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)

DATE:

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)

DATE:

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

\_\_\_\_\_  
OWNER (Firm name)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Typed name)

DATE:





# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

**CHANGE ORDER NUMBER:** AL-06

**INITIATION DATE:**

**OWNER:** ☒

**CONSTRUCTION MANAGER:** ☒

**ARCHITECT:** ☒

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

**TO CONTRACTOR** (Name and address):

Allied Landscaping Corp.  
3197 S. Chicago Street  
Joliet, IL 60436

**PROJECT NUMBERS:** 07-5645-04 /

**CONTRACT DATE:** 01/15/18

**CONTRACT FOR:** Landscaping

### THE CONTRACT IS CHANGED AS FOLLOWS:

This owner finds this Change Order germane to the original contract signed with Allied Landscaping Corp., and in the best interest of the owner.

The original Contract Sum was	\$	160,830.00
Net change by previously authorized Change Orders	\$	11,730.00
The Contract Sum prior to this Change Order was	\$	172,560.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	4,620.00
The new Contract Sum including this Change Order will be	\$	167,940.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Wight Construction Services, Inc.  
2500 N. Frontage Road  
Darien, IL 60561

**CONSTRUCTION MANAGER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Allied Landscaping Corp.  
3197 S. Chicago Street  
Joliet, IL 60436

**CONTRACTOR** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Wight & Company  
2500 N. Frontage Road  
Darien, IL 60561

**ARCHITECT** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

**OWNER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

AIA Document G701/CMa™ – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:11:04 ET on 11/13/2018 under Order No. 6143157985 which expires on 05/30/2019, and is not for resale.

User Notes:

(3B9ADAB6)



**AGENDA**  
**CLOSED SESSION OF THE REGULAR MEETING OF**  
**THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS**  
**1450 FOREST GATE ROAD**  
**OAK BROOK, IL 60523**  
**December 17, 2018**  
**6:30 p.m.**

- 1) **TURN ON DIGITAL RECORDER**
- 2) **CALL TO ORDER-ROLL CALL**
- 3) **APPROVAL**
  - A.) December 17, 2018 Agenda of the Closed Session of the Regular Meeting
  - B.) Discussion and Approval of Closed Meeting Minutes, November 12, 2018
  - C.) Discussion and Approval of Closed Special Meeting Minutes, November 29, 2018
- 4) **THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY (IN ACCORDANCE WITH THE OPEN MEETINGS ACT 5ILCS 120/2 c5)**
- 5) **ADJOURN THE CLOSED SESSION AND RECONVENE TO OPEN SESSION**







**AGENDA**  
**CLOSED SESSION OF THE REGULAR MEETING OF**  
**THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS**  
**1450 FOREST GATE ROAD**  
**OAK BROOK, IL 60523**  
**December 17, 2018**  
**6:30 p.m.**

- 1) **TURN ON DIGITAL RECORDER** *[Turn on digital recorder.]*
- 2) **CALL TO ORDER-ROLL CALL**  
*[Call to Order the Closed Session of the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*
- 3) **APPROVAL**
  - A.) December 17, 2018 Agenda of the Closed Session of the Regular Meeting *[Request a motion and a second to approve the December 17, 2018 Agenda of the Closed Session of the Regular Meeting. **Roll Call Vote...**]*
  - B.) Discussion and Approval of Closed Meeting Minutes, November 12, 2018 *[Request a motion and a second to approve the Closed Meeting Minutes, November 12, 2018. **Roll Call Vote...**]*
  - C.) Discussion and Approval of Closed Special Meeting Minutes, November 29, 2018 *[Request a motion and a second to approve the Closed Special Meeting Minutes, November 29, 2018. **Roll Call Vote...**]*
- 4) **THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY (IN ACCORDANCE WITH THE OPEN MEETINGS ACT 5ILCS 120/2 c5)** *[Review and Discussion Only.]*
- 5) **ADJOURN THE CLOSED SESSION AND RECONVENE TO OPEN SESSION** *[Request a motion and a second to adjourn the Closed Session of the December 17, 2018 Regular Meeting. **Voice Vote "All in favor..."** Then request a motion and a second to reconvene the Open Session of the December 17, 2018 Special Meeting. **Roll Call Vote.**]*





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE NO. 18-1217: AN ORDINANCE  
LEVYING TAXES AND ASSESSING TAXES FOR FISCAL YEAR  
2019-2020 OF THE OAK BROOK PARK DISTRICT OF DUPAGE  
AND COOK COUNTIES, ILLINOIS**

**AGENDA NO.:** 11 A.

**MEETING DATE:** DECEMBER 17, 2018

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

#### **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

The State of Illinois Truth in Taxation Act (Tax Act) requires that no less than twenty days prior to any taxing body adopting its tax levies, it must determine how many dollars in property tax extensions will be necessary. This tax levy is for the 2018 levy year that will be collected in 2019 and beyond. The Park District Board previously reviewed this tax levy at the November 12, 2018 Board meeting.

#### **ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The total 2018 tax levy for the Park District is \$3,521,260. Of this amount, \$3,213,229 is comprised of the corporate and special purpose levies (i.e. aggregate levy) and \$308,031 represents the debt service levy for our 2012 General Obligation Limited Tax Park bonds. Although the aggregate levy amount represents a 5.68% increase over prior year's final levy amount of \$3,040,417, such amount will be reduced by DuPage and Cook County in accordance with the Property Tax Extension Limitation Law (PTELL). Under PTELL, our final levy extension should increase approximately 2.11% over prior year, plus any new growth in Equalized Assessed Value (EAV). Our levy for debt service has decreased slightly, from \$311,562 in the prior year to \$308,031.

A public hearing for our 2018 property tax levy has been scheduled for December 17, 2018 with final adoption of the levy scheduled subsequent to the public hearing on that same day. Notice of this public hearing has been published in the Thursday December 6, 2018 edition of the Daily Herald newspaper, in accordance with the Tax Act.

#### **ACTION PROPOSED:**

A Motion (and a second) to approve Ordinance 18-1217: An Ordinance Levying Taxes and Assessing Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois.

**ORDINANCE NO 18-1217**

**AN ORDINANCE LEVYING TAXES AND ASSESSING TAXES FOR FISCAL  
YEAR 2019-2020 OF THE OAK BROOK PARK DISTRICT OF DUPAGE AND  
COOK COUNTIES, ILLINOIS**

---

Be it ordained by the Board of Park Commissioners of the Oak Brook Park District,  
DuPage and Cook Counties, Illinois, that:

**SECTION 1:** A tax for the following sum of money, totaling \$3,521,260 or as much  
thereof as may be authorized by law, to defray expenses and liabilities of the Park District, be and  
the same, is hereby levied commencing on the 1<sup>st</sup> day of May, 2019 and ending on the 30<sup>th</sup> day of  
April, 2020.

**ARTICLE I - GENERAL CORPORATE FUND**

A. ADMINISTRATIVE EXPENSES	\$ 700,000
B. PARK EXPENSES	500,000
C. PROFESSIONAL SERVICES	40,000
D. BUILDING EXPENSES	<u>323,229</u>
TOTAL - GENERAL CORPORATE FUND	\$1,563,229

**ARTICLE II - RECREATION FUND**

A. ADMINISTRATIVE EXPENSES	\$695,000
B. RECREATION/FITNESS & AQUATIC PROGRAM EXPENSES	<u>230,000</u>
TOTAL - RECREATION FUND	\$925,000

**ARTICLE III - ILLINOIS MUNICIPAL RETIREMENT FUND**

ADMINISTRATIVE EXPENSES	\$155,000
-------------------------	-----------

**ARTICLE IV - SOCIAL SECURITY FUND**

ADMINISTRATIVE EXPENSES	\$275,000
-------------------------	-----------

**ARTICLE V - LIABILITY INSURANCE FUND**

ADMINISTRATIVE EXPENSES	\$180,000
-------------------------	-----------

**ARTICLE VI - AUDIT FUND**

CONTRACTUAL & PROFESSIONAL SERVICES	\$0
-------------------------------------	-----

**ARTICLE VII - DEBT SERVICE FUND**

PRINCIPAL & INTEREST EXPENSES	\$308,031
-------------------------------	-----------

**ARTICLE VIII – SPECIAL RECREATION FUND**

ADMINISTRATION EXPENSES	\$40,000
PROGRAM EXPENSES	<u>75,000</u>
TOTAL – SPECIAL RECREATION FUND	\$115,000

**ARTICLE IX - RECAPITULATION**

GENERAL CORPORATE FUND	\$1,563,229
RECREATION FUND	925,000
ILLINOIS MUNICIPAL RETIREMENT FUND	155,000
SOCIAL SECURITY FUND	275,000
LIABILITY INSURANCE FUND	180,000
AUDIT FUND	0
DEBT SERVICE FUND	308,031
SPECIAL RECREATION FUND	115,000
 TOTAL TAXES LEVIED	 \$3,521,260

Section 2. The secretary of the Park District is hereby directed to file a certified copy of this Ordinance with the County Clerk of DuPage County, Illinois and Cook County, Illinois as provided by law.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 17th day of December, 2018.

APPROVED this 17th day of December, 2018.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
PRESIDENT

ATTEST: \_\_\_\_\_  
SECRETARY

**TRUTH IN TAXATION**  
**CERTIFICATE OF COMPLIANCE**

I, Sharon Knitter, hereby certify that I am the Presiding Officer of the Oak Brook Park District, and as such Presiding Officer, I certify that the tax levy ordinance, a copy of which is attached, was adopted pursuant to, and is in all respects in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85, as amended.

This certificate applies to the 2018 tax levy.

---

Sharon Knitter, President  
Board of Park Commissioners

Dated: December 17, 2018

STATE OF ILLINOIS )  
 ) SS  
COUNTIES OF COOK AND DUPAGE )

# CERTIFICATE

I, Sharon Knitter, do hereby certify that I am the duly qualified President, and the presiding officer of the corporate authorities of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

I further certify compliance with the provisions of Sections 18-60 through 18-85 of the Truth in Taxation Law (35ILCS 200/18-60, et seq.), in connection with the 2018 Tax Levy Ordinance of the Oak Brook Park District, being Ordinance No. 18-1217, “An Ordinance Levying Taxes and Assessing Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois”, passed and approved on December 17, 2018.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Oak Brook Park District, at Oak Brook, Illinois, this 17th day of December, 2018.

Presiding Officer

SEAL

STATE OF ILLINOIS )  
 ) SS  
COUNTIES OF COOK AND DUPAGE )

# CERTIFICATE

I, Laure L. Kosey, do hereby certify that I am the Secretary in and for the Oak Brook Park District; that the foregoing is a true and correct copy of an Ordinance duly passed by the President and Board of Park Commissioners being entitled: "An Ordinance Levying Taxes and Assessing Taxes for Fiscal Year 2019-2020 of the Oak Brook Park District of DuPage and Cook Counties, Illinois" at its regular meeting held on the 17<sup>th</sup> day of December, 2018, the Ordinance being a part of the official records of said Oak Brook Park District.

DATED: This 17th day of December, 2018.

Secretary, Board of Commissioners  
Oak Brook Park District



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: IAPD CREDENTIALS: AN APPOINTMENT OF CERTAIN DISTRICT REPRESENTATIVE(S) TO SERVE AS DELEGATE(S) TO THE ANNUAL BUSINESS MEETING OF THE ILLINOIS ASSOCIATION OF PARK DISTRICTS**

**AGENDA NO.: 11 B**

**MEETING DATE: DECEMBER 17, 2018**

STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

A handwritten signature in dark ink, appearing to read "Laure Kosey", is written over the signature line and extends into the "ITEM HISTORY" section.

**ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Constitutional By-Laws of the Illinois Association of Park Districts (IAPD) entitles all member park districts to be represented at the Association's meetings and conferences by delegate(s) designated by each park district. Each delegate must present proper credentials consisting of a certificate by the Secretary of the member park district that the delegate represents the park district.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The attached document grants the proper credentials to the individual appointed to represent the Oak Brook Park District at the Association's Annual Business Meeting held during the IPRA/IAPD Conference, Saturday, January 26, 2019 at 3:30 p.m.

The Commissioners may wish to discuss their availability to attend conference and represent the District at the Annual Meeting.

The Commissioners may also appoint the Executive Director or her delegate to attend the meeting on their behalf.

The Board will be asked to make a motion during its December 17, 2018 Board Meeting to appoint the District's delegate for the Annual Business Meeting of the Illinois Association of Park Districts.

**ACTION PROPOSED:**

Motion (and a second) to Appoint Laure Kosey, Executive Director, as the District's delegate for the Annual Business Meeting of the Illinois Association of Park Districts.





TO: ALL MEMBER DISTRICTS

FROM: Peter M. Murphy, President/CEO

DATE: October 10, 2018

RE: **CREDENTIALS CERTIFICATE**

The IAPD/IPRA Soaring to New Heights Conference will be held at the Hyatt Regency Hotel, Chicago, Illinois, January 24-26, 2019.

Article V, Section 3 and 4 of the Constitutional By-Laws of the Illinois Association of Park Districts provides as follows:

"Section 3. Each member district shall be entitled to be represented at all Association meetings and conferences by a delegate or delegates. Delegates of the Association meetings or conference may include members of the governing boards of member districts, the Secretary, Attorney, Treasurer, Director or any paid employee of the member district. Each delegate shall present proper credentials consisting of a certificate by the Secretary of the member district said delegate or delegates represent, with seal of office affixed, showing that the governing board at a special or regular meeting authorized said delegate or delegates to represent said member district. On all questions each member district represented shall have one vote which shall be the majority expression of the delegation from that member district."

"Section 4. No member district shall be entitled to vote by proxy and only delegates of a member district shall cast a ballot for that member district."

Accordingly, we enclose herewith a certificate, which, when properly certified by the Secretary of your agency after its governing board authorizes such delegate and alternates at a regular or special meeting, shall be mailed to the Association's office, 211 East Monroe Street, Springfield, IL 62701.

This certificate will entitle the delegate or, in their absence, an alternate listed thereon to vote on matters presented during the Association's Annual Business meeting to be held on Saturday, January 26, 2019 at 3:30 p.m. in the Grand Ballroom A/B of the Hyatt Regency Hotel, 151 E. Upper Wacker Dr. in Chicago, Illinois.

Your agency must be in good standing, the Credentials Certificate must be signed by the Board President and Secretary with your agency seal affixed.

**NOTE:** If your agency does not have a seal, then write the word "SEAL" and circle it where indicated on the certificate.

Your careful and prompt attention to this important matter is requested.

## CREDENTIALS CERTIFICATE

This is to certify that at a meeting of the Governing Board of the

Oak Brook Park District held at \_\_\_\_\_  
(Name of Agency)  
1450 Forest Gate Rd, Oak Brook on \_\_\_\_\_ at \_\_\_\_\_  
(Location) (Month/Day/Year) (Time)

the following individuals were designated to serve as delegate(s) to the Annual Business Meeting of the ILLINOIS ASSOCIATION OF PARK DISTRICTS to be held at the Hyatt Regency Hotel, Chicago, Illinois on **Saturday, January 26, 2019 at 3:30 p.m. in the Grand Ballroom A/B:**

*Title*

Delegate: Laure L. Kosey, Executive Director

1st Alternate: \_\_\_\_\_

2nd Alternate: \_\_\_\_\_

3rd Alternate:

This is to certify that the foregoing is a statement of action taken at the board meeting cited above.

**Affix Seal:**

Signed: \_\_\_\_\_  
(President of Board)

Attest: \_\_\_\_\_  
(Board Secretary)

Return this form to: Illinois Association of Park Districts  
211 East Monroe Street  
Springfield, IL 62701-1186



TO: ALL MEMBER DISTRICTS  
FROM: Peter M. Murphy, President/CEO  
DATE: October 10, 2018  
RE: **RESOLUTIONS**

To ensure our membership a voice in the Association, Article X, of the Constitutional By-Laws provides as follows:

"Section 1. Resolutions for presentation at the Annual Meeting of the Association may be proposed by any member district, the Honors and Resolutions Committee and by the Board of Trustees.

(a) Resolutions must be submitted to the President/CEO no later than sixty (60) days prior (November 27, 2018) to the Annual Business Meeting of the Association. All resolutions submitted shall be mailed to the membership not less than forty-five (45) days prior (December 12, 2018) to the Annual Business Meeting.

(b) The Honors and Resolutions Committee shall have the prerogative to determine which resolutions submitted by member districts shall be presented at the Annual Business Meeting of the Association; however, all resolutions received must be submitted to the membership. Any governing board of a member district shall have the right to appeal the Committee's decision to the delegates at the Annual Business Meeting of the Association.

(c) Notice of appeal by a member district for the resolution must be served by mail on the members of the Honors and Resolutions Committee so as to be received not less than forty-eight (48) hours in advance of the start of the Annual Conference. A majority of the official delegates present and voting at the Annual Business Meeting of the Association during the Annual Conference is required for consideration of appeals. Approval by a two-thirds (2/3rds) majority vote of the official delegates present and voting is required at the Annual Business Meeting of the Association for the introduction of additional resolutions. A member district seeking authority at the Annual Business Meeting of the Association to present an additional resolution must provide duplicated copies in number sufficient for all delegates present."

**NOTE: All resolutions must be received in the Association's office no later than November 27, 2018.**





TO: ALL MEMBER DISTRICTS  
FROM: Peter M. Murphy, President/CEO  
DATE: October 10, 2018  
RE: **RECOMMENDATIONS**

In order to comply with the provisions of the IAPD Constitutional By-Laws, recommended changes and/or amendments to the Constitutional By-Laws must be on file in the Association's office on or before November 27, 2018 to be considered by the committee.

This schedule has been adopted by the committee in order to provide adequate time for the office to publish and distribute the committee report to all member districts forty-five (45) days (December 12, 2018) in advance of the Annual Business Meeting. For your information, we list the following section of the Association's Constitutional By-Laws:

### **ARTICLE XIII -- AMENDMENTS TO CONSTITUTIONAL BY-LAWS**

"Section 1. These Constitutional By-Laws may be amended at the Annual Meeting of the association by a majority vote of the official delegates of the member districts present and voting subject to the compliance with the following procedure:

(a) Any member district, or the Board of Trustees, desiring to suggest an amendment to the Constitutional By-Laws, shall submit the proposed amendment to the President/CEO in writing not less than sixty (60) days prior to the Annual Business Meeting of the Association.

(b) The President/CEO shall thereupon cause a copy of the proposed amendment to be mailed to each member district of the Association not less than forty-five (45) days prior to the Annual Meeting of the Association."

**NOTE: November 27, 2018 is the deadline for all changes and/or amendments to be received in the Association's office.**



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RECORDS MANAGEMENT AND DISPOSAL:  
APPLICATION FOR AUTHORITY TO DISPOSE OF LOCAL  
RECORDS NO. 15:098, RECORDS DISPOSAL CERTIFICATE FOR  
MARCH 22, 2019**

**AGENDA NO.: 11 C**

**MEETING DATE: DECEMBER 17, 2018**

#### STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

A handwritten signature in black ink, appearing to read "Laure Kosey", is written over the text "Executive Director, Laure Kosey:".

#### **ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The *Illinois Local Records Act* establishes that the Local Records Commission will determine how long records are to be retained and it is the Commission that approves the destruction/disposal of records. Under the authority of the Local Records Act, the Secretary of State serves as the State Archivist. One of the duties of the State Archivist is to assist state and local government agencies with the disposal of records. In Illinois, no public record may be disposed without the approval of the appropriate Records Commission.

During 2009, an inventory of all the District's paper records was conducted. Upon completion, the inventory was consolidated into record retention categories, from which the State's Local Records Unit created the District's "Application for Authority to Dispose of Local Records." The Application for Authority to Dispose of Local Records identifies the categories and the required retention period for each.

Records that have been retained for their individual required retention periods, and are not required for litigation, are listed on a "Records Disposal Certificate", and are submitted to be approved by the Local Records Commission 60 days prior to disposal. The "Records Disposal Certificates" are attached for records that have reached the end of their required retention period and are eligible for disposal.

#### **ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The attached "Records Disposal Certificates" are presented to the Board for information and discussion, if any. If the Board approves the Certificates at its December Board Meeting, the District will submit the paperwork to the Local Records Commission for approval. Commission rules require that a "Records Disposal Certificate" be filed with the Records Management Section of the Office of the Secretary of State sixty (60) days prior to disposal of any records. Once final approval is received, the District can dispose of the old records identified on the Records Disposal Certificate.

#### **ACTION PROPOSED:**

Motion (and a second) to Approve the Application for Authority to Dispose of Local Records No 15:098, Records Disposal Certificate for March 22, 2019.

# RECORDS DISPOSAL CERTIFICATE

TO: Local Records Commission  
Illinois State Archives Building  
Springfield, Illinois 62756  
(217) 782-7075

**Directions:**

1. Fill in all blanks and columns
2. Sign and send certificate to above address sixty (60) days prior to disposal date.
3. Retain records until approved copy is returned.

APPLICATION # 15:098

COUNTY: DuPage

AGENCY: Oak Brook Park District  
(Agency Division)

ADDRESS: 1450 Forest Gate Road  
(Street, P.O. Box)

Oak Brook, IL 60523  
(City, Zip Code)

TELEPHONE: 630-990-4233

APPLICATION ITEM NO.	RECORD SERIES	INCLUSIVE DATES	CUBIC FEET TO BE DISPOSED
2	Accident/Incident Reports	2011-2011	Negligible
3	Administrative/Miscellaneous, email correspondence	2017-2017	1 cu ft
4	Applications for Employment & electronic	2016-2016	Negligible
5	Applications for usage of Park District Facilities	2016-2016	Negligible
6	Aquatic Center Manager's Log	2016-2016	Negligible
7	Audits (1 copy retained, surplus copies destroyed)	2016-2016	Negligible
8	Backflow Test Results	2015-2015	Negligible
9	Bids, Specifications/RFP's - unsuccessful	2015-2015	1 cu ft
9	Bid, Specifications/RFP's - successful	2008-2008	Negligible
11	Budgets and/or Budget Worksheets	2011-2011	Negligible
12	Cancelled Bonds and Coupons	-	None
13	Cancelled Cks, Bnk Stmtns, Deposits & Reconcils	2011-2011	1 cu ft.
14	Certificate of Insurance	2015-2015	Negligible
15	Certs of Publications, Newspaper Clippings, Notice	2017-2017	Negligible
16	Certificate of Status of Exempt Property	-	None
18	Contracts, Leases & Agreements	2008-2008	1 cu ft
19	Customer Disputes & Complaints	2014-2014	Negligible
19	Customer Suggestions	2016-2016	Negligible
20	Election Records	2015-2015	Negligible
21	Electronic Fund Transfers	2011-2011	1 cu ft.
22	Elevator Inspections	2013-2013	Negligible
23	Employee Medical Records	2013-2013	Negligible
24	Employee's Sign-in Sheets for Training	2016-2016	Negligible
25	Employee Wage Reports & Statements	2011-2011	Negligible
26	Employer's Injury Summary for Employees Accidents	2011-2011	Negligible
27	Event Information (Park Openings, Ribbon Cuttings)	2011-2011	Negligible
28	Financial Aid Applications - Prgrm Fee Assistance	-	None
29	Fixed Asset Reports	2011-2011	Negligible
30	"Freedom of Information Act" Requests & Denials	2016-2016	Negligible

If any of the above records are filmed, I hereby certify that the film on which the records were reproduced complies with the standards given in Sections 4000.50 and 4000.60 of the Regulations of the Local Records Commission. If records are digitized, I certify that the original is reproduced accurately and legibly in all details in a medium that does not permit additions, deletions, or changes to the images.

I hereby certify that in compliance with authorization received from the Local Records Commission the records listed above will be disposed of on or after

March 22, 2019

Signature

Date

Laure L. Kosey, Executive Director

(Signature required only if records have been microfilmed or digitized)

Please print name and title on the line above

# RECORDS DISPOSAL CERTIFICATE

**TO:** Local Records Commission  
Illinois State Archives Building  
Springfield, Illinois 62756  
(217) 782-7075

**Directions:**

1. Fill in all blanks and columns
2. Sign and send certificate to above address sixty (60) days prior to disposal date.
3. Retain records until approved copy is returned.

APPLICATION # 15:098

COUNTY: DuPage

AGENCY: Oak Brook Park District  
(Agency Division)

ADDRESS: 1450 Forest Gate Road  
(Street, P.O. Box)

Oak Brook, IL 60523  
(City, Zip Code)

TELEPHONE: 630-990-4233

APPLICATION ITEM NO.	RECORD SERIES	INCLUSIVE DATES	CUBIC FEET TO BE DISPOSED
32	Grant Records	2015-2015	Negligible
33	Group Lesson Records	2016-2016	Negligible
34	Illinois Municipal Retirement Fund Records	2011-2011	Negligible
35	Inspections (All Types)	2014-2014	Negligible
36	Insurance Claims	2011-2011	Negligible
37	Intergovernmental Agency Agreements	-	None
38	Internship Records	2011-2011	Negligible
39	Investment Records	2011-2011	Negligible
40	Invoices, Vouchers, Paid Bills (P.O's and Payables	2011-2011	6 cu ft
41	Job Descriptions	2013-2013	Negligible
42	Journal Entries and Worksheets	2016-2016	2 cu ft
43	Legal Case Files	2015-2015	Negligible
44	Licenses and Permits	2017-2017	Negligible
45	Lifeguard's Rescue Reports	2011-2011	Negligible
46	Lifeguard's Training Records	2013-2013	Negligible
47	Lists of Vendors Used	2016-2016	Negligible
48	Lost and Found Record Sheets	2011-2011	Negligible
49	Material Safety Data Sheets/Safety Data Sheets	-	None
50	Membership Database - retained until superceded	2018-2018	Negligible
52	Monthly, Annual, Year to Date Reports	2011-2011	Negligible
53	O.S.H.A Logs	2013-2013	Negligible
54	Park District Brochures Newsletters, Pamphlets	2017-2017	Negligible
55	Prk Dist Given Gift Certs & Donation - Public Grps	2015-2015	Negligible
56	Prk Dist Mission Statements, Strategic Planning	2015-2015	Negligible
58	Patron Attendance Sign-in Sheets	2016-2016	Negligible
59	Payroll Records	2011-2011	Negligible
60	PDRMA Risk Assessment Reprts	2011-2011	Negligible
61	Personnel Files	2013-2013	Negligible
62	Playground Audits	2008-2008	Negligible

If any of the above records are filmed, I hereby certify that the film on which the records were reproduced complies with the standards given in Sections 4000.50 and 4000.60 of the Regulations of the Local Records Commission. If records are digitized, I certify that the original is reproduced accurately and legibly in all details in a medium that does not permit additions, deletions, or changes to the images.

I hereby certify that in compliance with authorization received from the Local Records Commission the records listed above will be disposed of on or after

March 22, 2019

Signature

Date

Laure L.Kosey, Executive Director

(Signature required only if records have been microfilmed or digitized)

Please print name and title on the line above

# RECORDS DISPOSAL CERTIFICATE

TO: Local Records Commission  
Illinois State Archives Building  
Springfield, Illinois 62756  
(217) 782-7075

**Directions:**

1. Fill in all blanks and columns
2. Sign and send certificate to above address sixty (60) days prior to disposal date.
3. Retain records until approved copy is returned.

APPLICATION # 15:098

COUNTY: DuPage County

AGENCY: Oak Brook Park District  
(Agency Division)

ADDRESS: 1450 Forest Gate Road  
(Street, P.O. Box)

Oak Brook, IL 60523  
(City, Zip Code)

TELEPHONE: 630-990-4233

APPLICATION ITEM NO.	RECORD SERIES	INCLUSIVE DATES	CUBIC FEET TO BE DISPOSED
63	Potential Capital Projects Lists	2017-2017	Negligible
64	Program & Membership Cancellation & Refund Records	2016-2016	Negligible
65	Program & Membership Registrations & Waivers	2015-2015	12 cu. ft.
66	Prgm Reg. Database- retained until superceded	2018-2018	Negligible
67	Questionnaires & Surveys & Electronic	2016-2016	Negligible
68	Receipts	2016-2016	12 cu. ft.
69	Referendum Records	2017-2017	Negligible
70	Sales Tax Returns/Records	2011-2011	.5 cu ft.
71	Special Use Applications	-	None
72	Statements of Economic Interest	2016-2016	Negligible
73	Tax Objections	2015-2015	Negligible
74	Time Records (Employee)	2016-2016	2 cu. ft.
75	Tree & Park Bench Donations to Park District	-	None
76	U.S., Immigration & Naturalization Form I-9	2017-2017	Negligible
77	Vehicle & Equipment Maint Records Manuals	2017-2017	Negligible
78	Volunteer Records	2013-2013	Negligible
79	Water Sample Test Results- bacteriological	2013-2013	Negligible
79	Water Sample Test Results - Chemical	2007-2007	None
80	Work Orders & Electronic	2017-2017	Negligible
81	Worker's Compensation Records	2011-2011	Negligible
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	

If any of the above records are filmed, I hereby certify that the film on which the records were reproduced complies with the standards given in Sections 4000.50 and 4000.60 of the Regulations of the Local Records Commission. If records are digitized, I certify that the original is reproduced accurately and legibly in all details in a medium that does not permit additions, deletions, or changes to the images.

I hereby certify that in compliance with authorization received from the Local Records Commission the records listed above will be disposed of on or after

March 22, 2019

Signature

Date

Laure L. Kosey, Executive Director

(Signature required only if records have been microfilmed or digitized)

Please print name and title on the line above





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: APPROVAL OF A TRAVEL EXPENSE FOR COMMISSIONER ATTENDANCE AT THE 2019 IAPD/IPRA ANNUAL CONFERENCE, JANUARY 24 – 26, 2019 AT THE HYATT REGENCY CHICAGO.**

**AGENDA No.: 11 D**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

In accordance with the Local Government Travel Expense Act (ILCS 50/150 *et. seq.*) the Board of Commissioners must approve any commissioner travel expenses by roll call vote during an open meeting.

The 2019 Illinois Association of Park Districts (IAPD) and the Illinois Park and Recreation Association (IPRA) annual conference will be held January 24 – 26, 2019 at the Hyatt Regency Chicago. The conference brings together more than 4,200 professionals and elected officials for educational programming, networking and professional development.

The 2019 IAPD/IPRA Conference features over 160 educational sessions and workshops providing attendees with accredited Continuing Education Units to maintain certification.

The exhibit hall features more than 300 exhibitors showcasing the latest recreational products and services.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

A cost estimate for commissioner travel by auto, conference registration, hotel accommodations and meals is presented on the attached travel cost form.

Commissioners Tan and Truedson have expressed their desire to attend the 2019 IAPD/IPRA conference.

**ACTION PROPOSED:**

Motion (and a second) to Approve the Travel Expense for Commissioners Tan and Truedson to attend the 2019 IAPD/IPRA Annual Conference, held on January 24 – 26, 2019 at the Hyatt Regency Chicago.

# OAK BROOK PARK DISTRICT

## Travel, Meal, and Lodging Expense & Reimbursement Form

<b>Name:</b> Commissioner	<b>Department:</b> Board of Commissioners	<b>Date:</b> 11/12/18	<b>Purpose for Travel:</b> IAPD/IPRA Annual Conference - Hyatt Regency
---------------------------	---	-----------------------	--

ESTIMATED EXPENSES											
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Estimated Costs	Notes
					Breakfast	Lunch	Dinner				
01/25/18	\$ 325.00		\$ 11.33	\$ 133.00	\$ 15.00	\$ 25.00	\$ 35.00	\$ 34.50		\$ 578.83	2 day full conference package
01/26/18			11.33	133.00	\$15	25.00	\$35	34.50		253.83	
										-	
										-	
										-	
										-	
<b>Total:</b>	\$ 325.00	\$ -	\$ 22.66	\$ 266.00	\$ 30.00	\$ 50.00	\$ 70.00	\$ 69.00	\$ -	\$ 832.66	

<b>Department Director Approval:</b>	<b>Date:</b>
--------------------------------------	--------------

ACTUAL EXPENSES													
Travel/ Event Date (xx/xx/xx)	Registration	Airfare	Taxi/Bus/ Train/ Mileage (\$)	Lodging	Meals			Parking	Misc. (Tolls)	Total Actual Costs	Paid With P-Card	Reimb. Amount	Notes
					Breakfast	Lunch	Dinner						
										\$ -		\$ -	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

<b>Requestor Signature:</b>	<b>Date:</b>	
By signing this form, I hereby certify that the expenses listed above were incurred for official business or for any training, professional development or education, beneficial to the Park District and are allowed pursuant to Park District policy.		

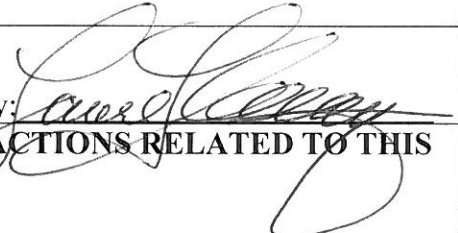
**2018 Mileage Reimbursement Rate: \$ .545 per mile**  
**Scan final approved form and supporting documentation to [travel@obparks.org](mailto:travel@obparks.org)**

<b>Department Director Approval:</b>	<b>Date:</b>	<b>Executive Director Approval:</b>	<b>Date:</b>
--------------------------------------	--------------	-------------------------------------	--------------

Attach Accounts Payable Voucher(s), original receipts for all expenses, supporting documentation describing the nature of the official business, event or program, and any other documentation that would assist the Board in considering your request for reimbursement, to this form. At the discretion of the Board, additional documentation relevant to the request for reimbursement may be required prior to action by the Board.



## Oak Brook Park District

<b>BOARD MEETING</b> <b>AGENDA ITEM –HISTORY/COMMENTARY</b>	
<b>ITEM TITLE: 2019 BOARD MEETING DATES</b>	<b>AGENDA NO.: 11 E</b> <b>MEETING DATE: DECEMBER 17, 2018</b>
<b>STAFF REVIEW:</b>	
<b>RECOMMENDED FOR BOARD ACTION:</b> Executive Director, Laure Kosey: 	
<b>ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):</b>  In preparation for the publication notice of the Regularly Scheduled Board Meeting Dates, attached are the 2019 dates.  Meetings are scheduled for the third Monday of the month except when the third Monday would occur during a holiday week. In that event, the Board Meeting would be scheduled for the second Monday of the month. For the 2019 calendar, it is not necessary to adjust the Board Meeting Schedule as no dates are affected by holidays.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> Staff recommends approval of the meeting dates as presented.	
<b>ACTION PROPOSED:</b> Motion (and a second) to Approve the 2019 Board Meeting Dates.	



**2019 Calendar of the Regularly Scheduled Meeting Dates  
of the  
Oak Brook Park District Board of Commissioners**

The Board Meetings are held on the third Monday of the month. The meetings begin at 6:30 p.m. and are held at the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

January 21, 2019  
February 18, 2019  
March 18, 2019  
April 15, 2019  
May 20, 2019  
June 17, 2019  
July 15, 2019  
August 19, 2019  
September 16, 2019  
October 21, 2019  
November 18, 2019  
December 16, 2019

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact Laure Kosey, Executive Director at 630-645-9535.

We strive to provide the **very best** in **park** and **recreational opportunities, facilities, and open lands** for **our community**.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379

Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 18-1221: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR POOL MANAGEMENT SERVICES BETWEEN THE VILLAGE OF OAK BROOK AND THE OAK BROOK PARK DISTRICT**

**AGENDA No.: 11 F**

**MEETING DATE: DECEMBER 17, 2018**

STAFF REVIEW:

Deputy Director, Dave Thommes:

A handwritten signature in black ink, appearing to read "Dave Thommes", is written over the text.

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

A handwritten signature in black ink, appearing to read "Laure Kosey", is written over the text.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners approved an Intergovernmental Agreement and a resolution at the January 15, 2018 board meeting for Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District for the 2018 outdoor pool season.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff was pleased with the management experience this past summer at the Bath & Tennis Club. A post season survey was conducted by Park District staff which revealed that a majority of users were happy with the service the Park District provided and also highlighted a few areas that could be improved. Several of these items were noted by staff and incorporated into the new agreement.

Park District staff met with the Village Sports Core Advisory Committee in October to present the updated agreement for the 2019 outdoor pool season, which also includes the option to renew for up to two additional years. The Committee was pleased with the updated agreement and was in favor of the Park District continuing to manage the aquatic operations at the Bath & Tennis Club.

The Park District's attorneys updated the 2019 Intergovernmental Agreement for the Pool Management Services. On December 11<sup>th</sup>, 2018, the Village voted in favor of accepting the terms of the 2019 IGA and is prepared to enter into the Agreement pending Park District Board approval.

**ACTION PROPOSED:**

Request a motion (and a second) to approve Resolution 18-1221: A Resolution Approving an Intergovernmental Agreement for Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District.

## RESOLUTION NO. R18-1221

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR POOL MANAGEMENT SERVICES BETWEEN THE VILLAGE OF OAK BROOK AND THE OAK BROOK PARK DISTRICT

---

WHEREAS, Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/1, *et seq.*) authorize units of local government to contract or otherwise associate among themselves to exercise, combine or transfer any power or function, in any manner not prohibited by law; and to contract with any one or more other public agencies to perform any governmental service, activity or undertaking, or to combine, transfer or exercise any powers, functions, privileges or authority which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Article VII, §10 of the 1970 Illinois Constitution further provides that units of local government may contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, such provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois encourage mutual cooperation for matters of mutual concern; and

WHEREAS, the Oak Brook Park District (the “Park District”) and the Village of Oak Brook (the “Village”) are “units of local government” as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, The Village owns the Village Pool located at 800 Oak Brook Road, Oak Brook Illinois (“Village Pool”), and desires to engage the Park District to perform management services at the Village Pool as described in the Intergovernmental Agreement For Pool Management Services; and.

WHEREAS, The Park District desires to perform management services at the Village Pool for the recreational benefit of the residents of the Village and the Park District.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

**Section 1.** An “Intergovernmental Agreement For Pool Management Services Between the Village of Oak Brook and the Oak Brook Park District” (the “Agreement”), is hereby approved, and the President and Secretary of the Park District are hereby, respectively, authorized to execute and attest the Agreement in substantially the form attached hereto as Exhibit "A".

**Section 2.** All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF DECEMBER, 2018.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure Kosey, Secretary

Exhibit A  
Intergovernmental Agreement for Pool Management Services  
Between the Village of Oak Brook and the Oak Brook Park District



**INTERGOVERNMENTAL AGREEMENT FOR POOL MANAGEMENT SERVICES  
VILLAGE OF OAK BROOK—OAK BROOK PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") is by and between the VILLAGE OF OAK BROOK, 1200 Oak Brook Road, Oak Brook Illinois 60523, an Illinois municipal corporation ("Village") and the OAK BROOK PARK DISTRICT, 1450 Forest Gate Road, Oak Brook, Illinois 60523, an Illinois unit of local government ("Park District"). The Village and the Park District are sometimes referred to herein as "Party" and collectively as "Parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS.**

- A. The Village owns the Village Pool located at 800 Oak Brook Road, Oak Brook Illinois ("Village Pool"), and desires to engage the Park District to perform management services at the Village Pool as described in this Agreement. Whenever reference is made in this Intergovernmental Agreement to the Village Pool, it shall be a reference to all Pools presently located at 800 Oak Brook Road.
- B. The Park District desires to perform management services at the Village Pool for the recreational benefit of the residents of the Village and the Park District.
- C. The services to be provided by the Park District consist generally of management of the Village Pool including membership services, pool staffing, pool cleaning, pool repair, winterization and de-winterization of the Village Pool (collectively, "Services"), which Services are more fully described in Exhibit A.

**SECTION 2. RETENTION, COMMENCEMENT AND REPORTING.**

- A. Retention. The Village hereby retains the Park District and the Park District agrees to perform the Services.
- B. Services. The Park District shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. Commencement; Time of Performance. The Park District shall commence performance of the Services on February 1, 2019 ("Commencement Date") and shall continue to perform the Services until their completion, but in no event after October 1, 2019 ("Time of Performance"). Unless terminated earlier pursuant to the terms and conditions of this Agreement, the term of this Agreement shall be February 1, 2019 to October 1, 2019, inclusive. ("Term"). The Parties may mutually agree to renew this Agreement for up to three additional one-year terms as follows: 1) February 1, 2020 to October 1, 2020; 2)

February 1, 2021 to October 1, 2021; and 3) February 1, 2022 to October 1, 2022 (individually referred to as "Renewal Term"). The Parties must agree to any Renewal Term on or before November 15 of each year.

- D. Reporting. The Park District shall regularly report to the Village Manager, or his designee, regarding the performance of the Services during the Term and any Renewal Term of this Agreement.

### **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

A. Cost of Services, Payment.

1. On or before the Effective Date, the Village shall pay to the Park District the sum of \$230,000 ("Agreement Amount"), the Parties having determined that said sum approximates the actual cost of providing the Services for the Term ("Cost of Services").
2. In the event the Parties agree to renew this Agreement for any Renewal Term, the Cost of Services may be increased by up to three percent (3%) each Renewal Term upon the Parties' mutual written agreement.
3. The Village shall collect and retain fees for all pool memberships, daily guest passes, morning lap swim and any Village programs, lessons or events conducted at the Village Pool including, but not limited to, swim team and water polo. The Park District shall retain all fees from any Park District programs, lessons or events conducted at the Village Pool, including but not limited to Fluid Running classes, water aerobics and the masters swim team (collectively, "Park District Programs"). The Village agrees to collect and reimburse the Park District for all "drop-in" fees received for any Park District Programs. Such reimbursement shall be made on July 15th and September 15th of the Term and each Renewal Term of this Agreement and shall include an itemized accounting of all drop in fees received for Park District Programs.

- B. Taxes, Benefits and Royalties. The Agreement Amount and the Cost of Services includes all federal, state, and local taxes of every kind and nature, including unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits paid to Park District employees providing Services. The Park District shall have no duty to pay any such taxes, benefits, premiums or other expenses described herein for Village employees or the employees of any contractor, subcontractor, supplier, or any other third party, or the successors or assigns of any of them.

- C. Completion of Services. The Park District shall complete all Services on or before the date of termination.

#### **SECTION 4. STAFFING: SUBCONTRACTORS.**

- A. Staffing. The Park District shall provide all personnel necessary to perform the Services, including the “key personnel” identified in Exhibit B attached hereto and incorporated herein by this reference.
- B. Subcontractors. If any personnel or subcontractor engages in any illegal conduct or whose performance is unsatisfactory to the Village in the course of performance of the Services, the Village and the Park District shall meet and discuss said employee or subcontractor within 5 days of notice from the Village. Following said meeting the Park District shall determine whether removal or replacement of said employee or subcontractor is warranted and if it so determines, the Park District shall remove or replace said employee or subcontractor. Park District shall, within 14 days after its receipt of notice from the Village, remove and replace such personnel or subcontractor. Unless approved in advance by the Village, the Park District shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.
- C. Criminal Background Checks. The Park District shall obtain a criminal background check as required by applicable law for any Park District employee providing Services on Village property.

#### **SECTION 6. INDEMNIFICATION; INSURANCE.**

- A. Indemnification. To the fullest extent permitted by law, each Party shall each indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, attorneys, volunteers and agents (collectively, the “Indemnitees”), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys’ and paralegals’ fees and court costs), incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party (“Indemnitor”), or of any employee, agent, contractor or volunteer of the Indemnitor, but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor.
- B. Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the Term and any Renewal 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 or through self-insurance risk pools as are reasonably acceptable to the Village and the District, but, in any event, no less than \$1,000,000.00 per occurrence. Such insurance shall be evidenced by annually providing to the other

Party certificates of insurance. Each Party's policy (or in the event of self-insurance, coverage evidenced by certificate) will name the other Party, its board, board members, employees, volunteers and agents as an additional insureds. The Cost of Services provided in Section 3.A will be paid upon presentation of a Certificate of Insurance.

2. 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.
  3. The Village shall maintain property insurance for the full replacement cost of the Village Pool. The Park District will maintain insurance protecting against damage, destruction, theft or loss of any of its equipment located at the Village Pool.
  4. The Village shall maintain liquor liability insurance against damages, claims and liability arising under the Illinois Dram Shop Act and Liquor Control Act in amounts not less than those required in section 6.B.1 above for comprehensive general public liability insurance, and shall also extend that coverage to the Park District as an additional insured.
- C. No Personal Liability. No elected or appointed official or employee of either Party shall be personally liable, in law or in contract, to the other Party, as the result of the execution of this Agreement.

#### **SECTION 7. RESPONSIBILITIES OF THE VILLAGE.**

- A. Lighting, HVAC, Power, Water. The Village shall furnish, at its expense, all utilities, including but not limited to, lighting, heating, cooling, power, hot and cold water, local telephone services, pest control, and trash and garbage disposal for the Village Pool. The Village is responsible for having all utilities turned on and removing trash from curbside.
- B. Keys. The Village shall provide to Park District 12 sets of keys to the Village Pool and all locations in the Village Pool during the Term and any Renewal Term of this Agreement. Park District shall take all reasonable steps necessary to insure that the Village's keys are not used for any purpose other than for providing Services. The Park District shall not copy or provide keys to the Village Pool to someone other than a manager of Park District or the Park District's Executive Director.
- C. Facility Maintenance. The Village shall maintain the Village Pool in accordance with all applicable federal, state and local laws, regulations, ordinances or rules. Prior to April 1 of the Term and each Renewal Term, the Village shall complete all annual maintenance and repair work identified in Exhibit C attached to this Agreement and incorporated

herein by this reference to the satisfaction of the Park District. The Park District will create a list of other major repairs and capital projects that must be completed, prior to commencement of the season or by another date specified by the Park District. Any other major repair prior to or during the pool season estimated to cost \$500 or more, will be the responsibility of the Village. The Village shall maintain the portable electric lift in fully functioning order for the duration of this Agreement. The Park District shall utilize the portable electric lift pursuant to applicable law and charge the battery for same nightly.

- D. Concession Stand. The Village will maintain and operate the Concession Stand, at its sole cost and expense for the season. The Village will be entitled to all revenues generated by the Concession Stand. The Park District will have access to the ice machine at all times that the Village Pool is open, during the summer season. The Village will notify the Park District of any significant issues or early closures that will affect the operation of the pool.
- E. Thorguard System. The Village will provide and maintain a Thorguard Lightning Detection System at the Village Pool.
- F. Golf Cart. The Village will provide the Park District with a golf cart to be used at the Village Pool between May 1st and September 15th of the Term and each Renewal Term. The Village shall be responsible to repair and maintain the golf cart.
- G. Office Space. The Village will provide an air-conditioned space for Park District staff.

#### **SECTION 8. RELATIONSHIP OF THE PARTIES, DEFAULT, COOPERATION.**

- A. Relationship of the Parties. The Park District shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Park District; or (ii) to create any relationship between the Village and any subcontractor of the Park District.
- B. Conflict of Interest. The Park District represents and certifies to the Village that, to the best of its knowledge, (i) no Village employee or agent is interested in the business of the Park District or this Agreement; (ii) as of the date of this Agreement neither the Park District nor any person employed or associated with the Park District has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Park District nor any person employed by or associated with the Park District will at any time during the Term or any Renewal Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement. The Village represents and certifies to the Park District that, to the best of its knowledge, (i) no Park District employee or agent is interested in the business of the Village or this Agreement; (ii) as of the date of this Agreement neither the Village nor any person employed or associated with the Village has any interest that would conflict in any manner or degree with the performance

of the obligations under this Agreement; and (iii) neither the Village nor any person employed by or associated with the Village will at any time during the Term or any Renewal Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

- C. Sexual Harassment Policy. Each Party hereby certifies to the other Party that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- D. Compliance with Laws and Grants. Each Party shall give all notices, pay all fees, and take all other action that may be necessary to ensure that their respective duties under this Agreement are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with said duties, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Each Party shall also comply with all conditions of any federal, state, or local grant received by the Village or Park District with respect to this Agreement or the Services. Each Party shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise out of or in connection with that Party's, or its subcontractors', performance of, or failure to perform, its duties hereunder, or any part thereof.
- E. Default. If it should appear at any time that the Park District has failed or refused to prosecute, or has materially delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in compliance with the requirements of this Agreement, ("Event of Default") and fails to cure any such Event of Default within ten business days after the Park District's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any and all legal and equitable remedies, to pursue any one or more of the following remedies:
  - 1. Cure by Park District. The Village may require the Park District, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Park District and the Services into compliance with this Agreement.
  - 2. Termination of Agreement by Village. The Village may terminate this Agreement if the Park District does not cure an "Event of Default" within 14 days' notice. The Term and any Renewal Term of the Agreement shall be divided into four quarters. If the Village terminates the Agreement in one of these quarters, the Park District shall return to the Village either 3/4, 1/2 or 1/4 of the remaining unspent Cost of

Services, as the case may be, depending on which quarter the termination occurs. The Park District shall have no duty to repay the Village any portion of the Agreement Amount or Cost of Services that the Park District has already spent providing the Services. The Park District shall retain the full Cost of Services for all completed quarters and for the quarter in which the termination occurs.

- F. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Park District, or with any vendor solicited or recommended by the Park District.
- G. Mutual Cooperation. The Village agrees to cooperate with the Park District in the performance of the Services, including meeting with the Park District and providing the Park District with such information that the Village may have that may be relevant and helpful to the Park District's performance of the Services. Promptly after the Effective Date, the Village shall provide the Park District with operating manuals, operating checklists, safety information, audits, health department inspection data and financial statements, income/operating statements, warranty and any other information related to operation of the Village Pool over the last three years. Notwithstanding the foregoing, the Village acknowledges and agrees that the Park District will retain full operational control of the Village Pool for the Term and any Renewal Term.

#### **SECTION 9. GENERAL PROVISIONS.**

- A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved by both Parties, in accordance with applicable procedures, and executed.
- B. Assignment. This Agreement may not be assigned by the Village or by the Park District without the prior written consent of the other Party.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery

of actual notice in the manner described in either (i), (ii) or above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, Illinois 60523

Attention: Rick Ginex, Village Manager  
E-mail: [rginex@oak-brook.org](mailto:rginex@oak-brook.org)

Notices and communications to the Park District shall be addressed to, and delivered at, the following address:

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523

Attention: Rob Bond, Aquatic Manager  
Manager Email: [rbond@obparks.org](mailto:rbond@obparks.org)

- E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than a Party shall be made or be valid against either Party.
- F. 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.
- G. Time. Time is of the essence in the performance of this Agreement.
- H. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.



- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Park District with respect to the Services.
- J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Exhibits. Exhibits A through C are attached hereto and, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided to either Party by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first above written.

**VILLAGE OF OAK BROOK**

---

By: Village President

ATTEST:

---

By: Village Clerk

**OAK BROOK PARK DISTRICT**

---

By: President, Board of Park Commissioners

ATTEST:

---

By: Secretary, Board of Park Commissioners

**EXHIBIT A**  
**SCOPE OF SERVICES**

**The Services shall include:**

1. Hours of Operation.
  - A. The Park District will operate the Village Pool and make the Village Pool available for public recreational use, during the hours set forth in Appendix No 1 to this Exhibit A, attached hereto and incorporated herein by this reference (collectively, "Hours of Operation).
  - B. The Park District may close the Village Pool per regulations and directives of the Illinois Department of Public Health ("IDPH") Swimming Facility Code (Title 77, Ch.1, Subch. N, Part 820) as amended from time to time, or at the discretion of the Park District's managers.
2. Village Pool Management. Park District shall manage the Village Pool, which includes, without limitation, the associated deck areas, restrooms, mechanical and pump rooms, which management shall include, without limitation, managing the daily opening, closing, and maintenance of the Village Pool. Park District shall assign personnel to the Village Pool who shall be responsible for monitoring its lifeguards and other staff, coordinating the provision of the Services, and monitoring the operation of the Village Pool. At least one Park District supervisor shall be on duty during all Hours of Operation. The Park District shall provide an employee at the area known as the Beach during the times noted in Exhibit A, Appendix No.1. Notwithstanding the foregoing, the Park District shall have no liability or responsibility for supervising, managing, inspecting or maintaining the Beach area or any activities at that location.
3. Lifeguards. Park District shall provide lifeguards to the Village Pool in accordance with applicable IDPH regulations during all Hours of Operation. Lifeguards shall provide cleaning and maintenance to the Village Pool. Lifeguards shall wear distinguishing and appropriate attire at all times while on duty during the Hours of Operation. All lifeguards shall be certified by Starfish Aquatics. The Park District shall retain all lifeguard licenses on site.
4. De-winterization; Opening of Pool(s). Park District shall facilitate the opening of the Village Pool. Park District will start up pools in advance of Memorial Day weekend and pursuant to a schedule approved of in advance by the Parties. Park District will fill the pool and remain responsible for the water level and turning the water off when the pool has been filled. It is the responsibility of Park District to inspect and clean the pool in advance of Memorial Day weekend. In addition, Park District is responsible for obtaining a pre-season inspection by the applicable county's health department and taking all steps that may be necessary to obtaining a passing inspection. Park District shall collect any and

all trash in the Village Pool and deposit it at the designated curbside location or in the Village's dumpster. The Park District will not be responsible for any physical damage to the pool(s), pipes (whether above ground or underground) , drains, or other equipment allegedly related to or resulting from attempts at winterization or de-winterization of the pool(s) and/or the alleged failure to properly winterize or de-winterize the pool(s).

Prior to Memorial Day weekend, Park District will remove all Village deck furniture from storage and place on pool deck. Park District will return all Village furniture to storage at the end of the Pool Season.

5. Pool Chemicals. Park District will supply any and all necessary chemicals to the Village for the operation of the Village's pools in sufficient quantity to comply with all applicable federal, state, county, and local regulations for the duration of the Pool Season. The cost of these chemicals is included in the Cost of Services and Agreement Amount.
6. Pool Cleaning; Restroom Cleaning. During the Pool Season, Park District will clean the pool(s) at the Village Pool. Park District employees will check on the cleanliness of the Village Pool's restrooms and pool deck throughout each day of operation and clean or otherwise address any deficiencies as necessary. Park District shall not be responsible for providing cleaning supplies, which shall be provided by, and at the sole cost of, the Village.
7. Inspections. Park District shall exercise reasonable efforts to inspect the Village Pool and all equipment, personal property, and fixtures therein ("Inspections") and promptly notify the Village of any items relating to the Village Pool, including furniture and any pool equipment, which require repair or replacement. The Inspections shall include inspections of the pools by technicians certified as Certified Pool Operators or Aquatic Facility Operators. All inspections shall meet applicable standards established by IDPH.
8. Winterization of Pools. Park District shall perform the winterization of the Village Pool following standard operating procedures (the "Winterization"). Winterization of the pool(s) shall not constitute a guarantee against damage by freezing or other causes, and the Park District will not be responsible for any physical damage to the pool(s), pipes (whether above ground or underground), drains, or other equipment allegedly related to or resulting from attempts at winterization or dewinterization of the pool(s) and/or the alleged failure to properly winterize or dewinterize the pool(s). The Park District shall not be responsible for winterizing the Village Pool's restrooms or other plumbing fixtures.
9. Safety Equipment. The Village shall furnish all portable pool safety equipment required by IDPH, including automated electronic defibrillator(s) ("AEDs"). Village will supply lifeguard raised chairs and umbrellas in sufficient quantity to comply with the applicable laws and regulations.
10. Programming. Programming will be provided solely and exclusively by the Park District to benefit Village Pool users. The Village will conduct all swim team activities during specified

swim team hours of 8:30– 11:00 AM and 3:30 – 4:45 PM, Monday through Friday plus two home swim team meets starting a 4:00pm on two specified Thursday afternoons. The Park District will supply all lifeguards required for programming. All waivers for programming shall include language waiving all claims against the Village and the Park District.

11. Marketing. Park District shall also have the ability to market, promote, conduct programs, cross-market Park District Programs and otherwise market Village Pool activities with the exception of swim team. The Village will have sole and exclusive authority and control over all marketing, promotions, programs, cross-marketing related to swim team. Village may also market and cross-market Park District programs and activities at the Village Pool in Village marketing outlets, as agreed by the Parties. The Village shall be responsible for all costs for production and distribution of marketing publications.
12. Membership and Program Registration. The Park District shall be responsible for and have sole control and authority over all Park District program registration. The Village shall be responsible for and have sole control and authority over all Village pool membership registration and all Village program registration. When authorized by the Park District, Bath and Tennis Club members may access the Park District's Indoor Family Aquatic Center when the Village Pool is closed due to repairs, inclement weather or other unforeseen circumstances.

## APPENDIX 1 Hours of Operation

### Early Season Hours (May 25-31)

	Main Pool	Diving Well	Wading Pool	Beach
May 25-26	12pm-6pm	12pm-6pm	12pm-6pm	12pm-5pm
May 27 <sup>th</sup> (Memorial Day)	12pm-6pm	12pm-6pm	12pm-6pm	12pm-5pm
May 28-31	4pm-7pm	4pm-7pm	4pm-7pm	closed

### Regular Season Hours Week Days (June 1 - August 18)

	Main Pool	Diving Well	Wading Pool	Beach
June 1 - July 2	11am-7pm	11am-7pm	11am-6pm	12pm-6pm
July 3 <sup>rd</sup>	12pm-6pm	12pm-6pm	12pm-6pm	12pm-5pm
July 4 <sup>th</sup>	12pm-6pm	12pm-6pm	12pm-6pm	12pm-5pm
July 5- August 18	11am-7pm	11am-7pm	11am-6pm	12pm-6pm

### Regular Season Hours Saturday/Sunday (June 1 - August 18)

	Main Pool	Diving Well	Wading Pool	Beach
Weekends Only	10am-7pm	10am-7pm	10am-6pm	12pm-6pm

### Late Season Hours (August 19 - September 1)

	Main Pool	Diving Well	Wading Pool	Beach
August 19-23	4pm-7pm	4pm-7pm	4pm-7pm	closed
August 24-25	12pm-6pm	12-6pm	12-6pm	12-5pm
August 26-30	4pm-7pm	4pm-7pm	4pm-7pm	closed
August 31 - September 1	12pm-6pm	12pm-6pm	12pm-6pm	12pm-5pm

**EXHIBIT B**  
**KEY PERSONNEL**

Park District Key Personnel

- A. Deputy Director
- B. Aquatic Manager
- C. Building Technician
- D. Aquatic Coordinator

**EXHIBIT C**  
**MAINTENANCE AND REPAIR WORK TO BE COMPLETED**  
**BY VILLAGE PRIOR TO APRIL 1**

1. Repair or replace all diving boards and corresponding diving board structures found to be faulty during inspection prior to opening the pool.
2. Inspect and update all VGB grates, pool inlets and gutters to ensure that they are in compliance with Illinois Swimming Facility Code and applicable federal law.
3. Ensure that depth markers on fence and deck are uniform in appearance, easy to read per Illinois Swimming Facility Code and accurately reflect the depth at point of positioning.
4. Inspect, repair or replace any broken concrete in or around the pool area including pool gutters and deck.
5. Inspect, repair or replace any other physical features of the pool and the surrounding area including, but not limited to the shade structures, security fence/gates and landscaping.
6. Inspect and repaint any pool features requiring paint in or around the pool area including no diving and depth indicators on deck.
7. Update any changes to rules and regulation signage posted throughout the pool area as well as for around the pond.
8. Repair or replace any pumps, motors, gaskets, valves or other major parts critical to proper pool circulation and operation found to be faulty during the de-winterizing of the pool and inspecting for opening by the Park District and/or their contracted providers.
9. Any unexpected or mutually agreed upon capital improvements as decided by both the Village and Park District.



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 18-1218: A RESOLUTION APPROVING AND AUTHORIZING CHANGE ORDERS INVOLVING AN INCREASE IN THE CONTRACT PRICE WITH CLAUSS BROTHERS, INC. FOR THE CENTRAL PARK IMPROVEMENT PROJECT - EXCAVATION AND SITE UTILITIES**

**AGENDA No.: 11 G**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):** On May 21<sup>st</sup> 2018, the Board approved an add change order #1 in the amount of \$8,385 from Clauss Brothers, Inc., a contractor that is performing earth work on the Central Park project. The change order involved moving an additional pile of spoils from a location at Central Park to the sled hill, where it could be incorporated into the hill along with the spoils that were already being stockpiled from the project.

The pile was to be moved after all the spoils from the project had been moved to the hill, however, it became apparent that the hill design was not able to accommodate any additional materials beyond that of the excavated spoils from the Central Park project.

The work outlined in the change order was never executed, and the pile of spoils will remain untouched.

Deductive change order #2 in the amount of \$8,385 reverses change order #1.

As part of the Central Park project, additional earth work on the outfield of field #1 became necessary in order to achieve proper drainage. The result is an add change order #3 in the amount of \$9,250 with Clauss Brothers, Inc.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff recommends approval of the change orders as outlined above.

**ACTION PROPOSED:**

Motion (and a second) to approve Resolution 18-1218, A Resolution Authorizing Change Orders Involving an Increase in the Contract Price with Clauss Brothers, Inc. for the Central Park Improvement Project – Excavation and Site Utilities, in the amount of \$9,250 for a new total cost not-to-exceed \$325,810.



**RESOLUTION NO. 18-1218**

**A RESOLUTION AUTHORIZING AND APPROVING CHANGE ORDERS  
INVOLVING AN INCREASE IN THE CONTRACT PRICE  
WITH CLAUSS BROTHERS, INC.  
(CENTRAL PARK IMPROVEMENTS PROJECT – EXCAVATION & SITE UTILITIES)**

---

**WHEREAS**, during the January 15, 2018 Board Meeting, the Board of Commissioners accepted the bids and authorized agreements between the lowest responsible bidders and the Oak Brook Park District for the Central Park Improvements Project, and

**WHEREAS**, the bid from Claus Brothers, Inc. for the Central Park Improvement excavation and site utilities work was accepted by the Board of Commissioners as the lowest responsible bid and the Board of Commissioners authorized a contract between the Oak Brook Park District and Claus Brothers, Inc. in the amount of \$316,560.00, and

**WHEREAS**, at a prior Board Meeting of the Oak Brook Park District, the Board of Commissioners (“Board”) approved a change order with Clauss Brothers, Inc, as set forth in the following chart; and

<b><u>Change Order #</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1 Approved at the May 21, 2018 Board Meeting	Additional cost for moving clay spoils to sled hill.	\$8,385.00

**WHEREAS**, the Executive Director has presented and recommended the following proposed change orders to the contract between the District and Clauss Brothers, Inc. for the following amounts:

<b><u>Change Order #</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
2	Deduct to reverse Change Order #1 for moving additional spoils to the sled hill. This work was not performed by this contractor.	(\$8,385.00)
3	Additional cost for additional grading on Field # 1	\$9250.00

and copies of said change orders being attached hereto as Exhibit “A” and made part hereof, to the District’s Board of Park Commissioners (“Board”), and

**WHEREAS**, upon the approval of the change orders the new total for the contract price would be \$325,810.00.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** That after reviewing the explanation of the Executive Director as to the necessity of and reason for the change orders attached hereto as Exhibit "A", the Board finds as follows:

- A. That the circumstances which necessitated said change orders were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change orders was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interest of the District to approve the change orders in its proposed forms.
- D. That the change orders are germane to the original contract.

**SECTION 2.** That having made the findings set forth in Section 1 above, the Board hereby approves the change orders attached hereto as Exhibit "A," and directs and authorizes the Board's President to execute said change orders on behalf of the District.

PASSED AND APPROVED THIS 17th DAY OF DECEMBER, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

OTHER: \_\_\_\_\_

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure Kosey, Secretary

Exhibit A  
Change Orders



# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):

Oak Brook Park District  
Central Park Renovations

**CHANGE ORDER NUMBER:** CB-02

**INITIATION DATE:**

**OWNER:** ☒

**CONSTRUCTION MANAGER:** ☒

**ARCHITECT:** ☒

**TO CONTRACTOR** (Name and address):

Clauss Brothers, Inc.  
12N330 Switzer Road  
Elgin, IL 60124

**PROJECT NUMBERS:** 07-5646-04 /

**CONTRACT DATE:** 1/15/18

**CONTRACT FOR:** Excavation

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

### THE CONTRACT IS CHANGED AS FOLLOWS:

The owner finds this Change Order germane to the original contract signed with Clauss Brothers, Inc., and in the best interest of the owner.

The original Contract Sum was

\$ 316,560.00

Net change by previously authorized Change Orders

\$ 8,385.00

The Contract Sum prior to this Change Order was

\$ 324,945.00

The Contract Sum will be decreased by this Change Order in the amount of

\$ 8,385.00

The new Contract Sum including this Change Order will be

\$ 316,560.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Wight Construction Services, Inc.

2500 N. Frontage Road

Darien, IL 60561

**CONSTRUCTION MANAGER** (Firm name)

Wight & Company

2500 N. Frontage Road

Darien, IL 60561

**ARCHITECT** (Firm name)

**ADDRESS**

**ADDRESS**

**BY** (Signature)

**BY** (Signature)

(Typed name)

**DATE:**

(Typed name)

**DATE:**

Clauss Brothers, Inc.

12N330 Switzer Road

Elgin, IL 60124

**CONTRACTOR** (Firm name)

Oak Brook Park District

1450 Forest Gate Road

Oak Brook, IL 60523

**OWNER** (Firm name)

**ADDRESS**

**ADDRESS**

**BY** (Signature)

**BY** (Signature)

(Typed name)

**DATE:**

(Typed name)

**DATE:**

AIA Document G701/CMa™ – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 16:57:22 on 10/15/2018 under Order No. 6143157985 which expires on 05/30/2019, and is not for resale.

User Notes:

(3B9ADA9D)



# Document G701/CMa™ - 1992

## Change Order - Construction Manager-Adviser Edition

<b>PROJECT</b> (Name and address): Oak Brook Park District Central Park Reconfiguration	<b>CHANGE ORDER NUMBER:</b> 001 <b>INITIATION DATE:</b> 5/3/18	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Clauss Brothers, Inc. 12N330 Switzer Road Elgin, IL 60124	<b>PROJECT NUMBERS:</b> 07-5646-04 / <b>CONTRACT DATE:</b> 1/15/18 <b>CONTRACT FOR:</b> Excavation	

### THE CONTRACT IS CHANGED AS FOLLOWS:

The owner finds this Change Order germane to the original contract signed with Clauss Brothers, Inc., and in the best interest of owner.

The original Contract Sum was  
Net change by previously authorized Change Orders  
The Contract Sum prior to this Change Order was  
The Contract Sum will be increased by this Change Order in the amount of  
The new Contract Sum including this Change Order will be

\$	316,560.00
\$	0.00
\$	316,560.00
\$	8,385.00
\$	324,945.00

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Wight Construction Services, Inc.  
**CONSTRUCTION MANAGER** (Firm name)  
2500 N. Frontage Road  
Darien, IL 60561  
**ADDRESS**

BY (Signature)  
Craig Polte  
(Typed name)

**DATE:**

Wight & Company  
**ARCHITECT** (Firm name)  
2500 N. Frontage Road  
Darien, IL 60561  
**ADDRESS**

BY (Signature)  
Robert Ijams  
(Typed name)

**DATE:**

Clauss Brothers, Inc.  
**CONTRACTOR** (Firm name)  
12N330 Switzer Road  
Elgin, IL 60124  
**ADDRESS**

BY (Signature)  
(Typed name)

**DATE:**

Oak Brook Park District  
**OWNER** (Firm name)  
1450 Forest Gate Road  
Oak Brook, IL 60523  
**ADDRESS**

BY (Signature)  
(Typed name)

**DATE:**



# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):

Oak Brook Park District  
Central Park Renovations

**CHANGE ORDER NUMBER:** CB-03

**INITIATION DATE:**

**OWNER:** ☒

**CONSTRUCTION MANAGER:** ☒

**ARCHITECT:** ☒

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

**TO CONTRACTOR** (Name and address):

Clauss Brothers, Inc.  
12N330 Switzer Road  
Elgin, IL 60124

**PROJECT NUMBERS:** 07-5646-04 /

**CONTRACT DATE:** 1/15/18

**CONTRACT FOR:** Excavation

### THE CONTRACT IS CHANGED AS FOLLOWS:

This owner finds this Change Order germane to the original contract signed with Clauss Brothers, Inc., and in the best interest of the owner.

The original Contract Sum was	\$ 316,560.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 316,560.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,250.00
The new Contract Sum including this Change Order will be	\$ 325,810.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Wight Construction Services, Inc.  
2500 N. Frontage Road  
Darien, IL 60561

**CONSTRUCTION MANAGER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Clauss Brothers, Inc.  
12N330 Switzer Road  
Elgin, IL 60124

**CONTRACTOR** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Wight & Company  
2500 N. Frontage Road  
Darien, IL 60561

**ARCHITECT** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

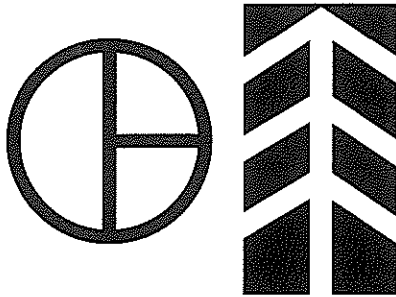
**OWNER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**



**CLAUSS BROTHERS, Inc.**  
**Landscape Architects & Contractors**

12N330 Switzer Rd.  
Elgin, IL. 60124  
TEL (847) 488-0711  
FAX (847) 488-0551

**Work Authorization Request # 1**

To: Wight Construction Services  
2500 N. Frontage Rd.  
Darien, IL. 60561  
Phone: 630-969-7000  
Attn: Adam Tomsha

Date: 7-27-2016

---

Oakbrook Park District Central Park Improvements

Scope of Work:

- 1) To Complete Re Grading of the Outfield per Design Change – Haul Off Extra to Sled Hill  
1 L.S.

**\$ 9,250.00**

Respectfully Submitted: \_\_\_\_\_  
Peter A. Stevenson , Senior Construction Manager

---

**ACCEPTANCE OF THIS WORK ORDER**

The above pricing is satisfactory and are hereby accepted. The proposed work has been authorized and shall be completed as specified. The amount accepted will be deducted from the allowance provided under this contract.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company / Organization:** \_\_\_\_\_



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 18-1219: A RESOLUTION APPROVING AND AUTHORIZING A CHANGE ORDER INVOLVING AN INCREASE IN THE CONTRACT PRICE WITH M&J ASPHALT PAVING COMPANY FOR THE CENTRAL PARK IMPROVEMENT PROJECT**


**AGENDA No.: 11 H**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson: 

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey: 

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):** As part of the Central Park project, backstop fencing was installed on field #1. The posts for the backstop were set in concrete with a concrete barrier curb surrounding them.

During a visit from the Village building inspector, the Park District and Wight Construction were instructed to widen the concrete curbing to provide additional support and to prevent post movement.

The cost of the additional concrete curbing is \$3,594.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff recommends approval of the change order as outlined above.

**PROPOSED ACTION:**

Motion (and a second) to approve Resolution 18-1219: A Resolution Approving and Authorizing a Change Order Involving an Increase in The Contract Price with M&J Asphalt Paving Company in the amount of \$3,594 for a new total cost not-to-exceed \$96,147.68.



## RESOLUTION NO. 18-1219

### **A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER INVOLVING AN INCREASE IN THE CONTRACT PRICE WITH M & J ASPHALT PAVING COMPANY. (CENTRAL PARK IMPROVEMENTS PROJECT)**

---

**WHEREAS**, during the January 15, 2018 Board Meeting, the Board of Commissioners accepted the bids and authorized agreements between the lowest responsible bidders and the Oak Brook Park District for the Central Park Improvements Project, and

**WHEREAS**, M & J Asphalt Paving Company's Base Bid and Alternate 1 Paver Parking Lot bid for the Concrete Work for the Central Park Improvements was accepted by the Board of Commissioners as the lowest responsible bid and the Board of Commissioners authorized a contract between the Oak Brook Park District and Allied Landscaping Corporation in the amount of \$92,942.00, and

**WHEREAS**, at a prior Board Meeting of the Oak Brook Park District, the Board of Commissioners ("Board") approved a change order with M & J Asphalt Paving Company, as set forth in the following chart, and

<b><u>Change Order #</u></b>	<b><u>Description</u></b>	<b><u>Notes</u></b>	<b><u>Amount</u></b>
1 – Approved at the June 18, 2018 Board Meeting.	Deduction to eliminate the 29ft section of concrete curbing	The concrete curbing work was eliminated as landscape block retaining wall will be built instead by Allied Landscape. The retaining wall prevents steep grass slope adjacent to the playing surface which may not be suitable for barrier-free playground	\$ -388.32

**WHEREAS**, the Executive Director has presented and recommended a proposed change order to the contract between the District and Allied Landscaping Corporation. for the following amount:

<b><u>Change Order #</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
2	Additional cost for the installation of wider curbing around field # 1 backstop.	\$3,594.00

and a copy of said change order being attached hereto as Exhibit "A" and made part hereof, to the District's Board of Park Commissioners ("Board"); and

**WHEREAS**, upon the approval of said change order, the new total for the contract price would be \$96,147.68.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DuPage and Cook Counties, Illinois**, as follows:

**SECTION 1.** That after reviewing the explanation of the Executive Director as to the necessity of and reason for the change order attached hereto as Exhibit "A", the Board finds as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the District to approve the change order in its proposed forms.
- D. That the change order is germane to the original contract.

**SECTION 2.** That having made the findings set forth in Section 1 above, the Board hereby approves the change order attached hereto as Exhibit "A," and directs and authorizes the Board's President to execute said change order on behalf of the District.

PASSED AND APPROVED THIS 17th DAY OF DECEMBER, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

OTHER: \_\_\_\_\_

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure Kosey, Secretary

Exhibit A  
Change Order



# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):

Oak Brook Park District  
Central Park Renovations

**CHANGE ORDER NUMBER:** MJ-02

**INITIATION DATE:**

**OWNER:** ☒

**CONSTRUCTION MANAGER:** ☒

**ARCHITECT:** ☒

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

**TO CONTRACTOR** (Name and address):

M&J Asphalt Paving Company, Inc.  
3124 S. 60th Court  
Cicero, IL 60804

**PROJECT NUMBERS:** 07-5646-04 /

**CONTRACT DATE:** 01/15/18

**CONTRACT FOR:** Concrete

### THE CONTRACT IS CHANGED AS FOLLOWS:

This owner finds this Change Order germane to the original contract signed with M&J Asphalt Paving Company, Inc., and in the best interest of the owner.

The original Contract Sum was	\$	92,942.00
Net change by previously authorized Change Orders	\$	-388.32
The Contract Sum prior to this Change Order was	\$	92,553.68
The Contract Sum will be increased by this Change Order in the amount of	\$	3,594.00
The new Contract Sum including this Change Order will be	\$	96,147.68

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Wight Construction Services, Inc.  
2500 N. Frontage Road  
Darien, IL 60561

**CONSTRUCTION MANAGER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

M&J Asphalt Paving Company, Inc.  
3124 S. 60th Court  
Cicero, IL 60804

**CONTRACTOR** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Wight & Company  
2500 N. Frontage Road  
Darien, IL 60561

**ARCHITECT** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

**OWNER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**



#2,099.00

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

PROJECT:	CHANGE ORDER NUMBER:	CO-3
Oak Brook Park District Central Park Reconfiguration	DATE:	7/5/2018
	M & J PROPOSAL NO.:	2018-0002
	CONTRACT DATE:	1/17/2018
CONTRACTOR:	CONTRACT FOR:	Oak Brook Park District
Wight Construction Services, Inc.		

The Contract is changed as follows:

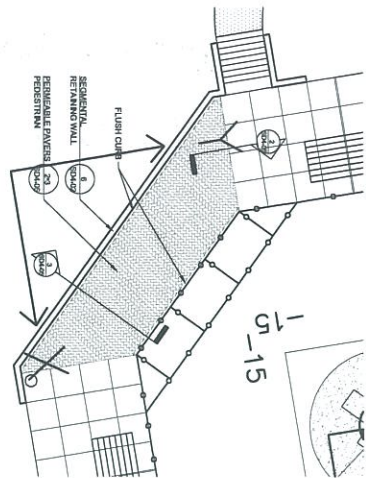
Strip sidewalk along fence posts and side boards. 200' framing  
one and compact 1' area along fence posts and side boards. 200' grading  
Reframe sidewalk along fence posts and side boards that was extended 4" beyond the fence posts per the architects change.  
Dig 30 fence posts per Wright Constructions request to solid concrete foundation base.  
Reframe and retie 40' curb and rebar due to not enough stone base under curb. 160' of rebar to be retied

NOTE: A signed Change Order will be Required before we can proceed.

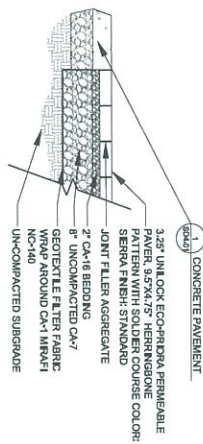
The original (Contract Sum) was	\$92,942.00
Net change by previously authorized Change orders	\$2,099.68
The (Contract Sum) prior to this Change order was	\$95,041.68
The (Contract Sum) will be (increased/decreased) by this Change Order in the amount of	\$3,594.00
The new (Contract Sum) including this Change order will be	\$98,635.68

GENERAL CONTRACTOR	M & J Asphalt Paving Co., Inc.
Address	SUBCONTRACTOR
	3124 S. 60th Ct., Cicero, IL 60804
PRINT NAME	Address
	Nicholas Distasio, VP of Operations
SIGN	PRINT NAME
	SIGN
DATE	DATE

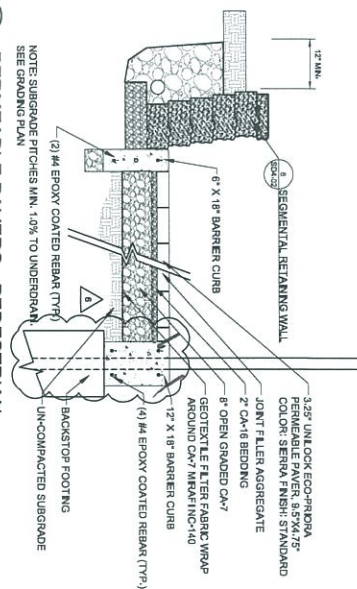




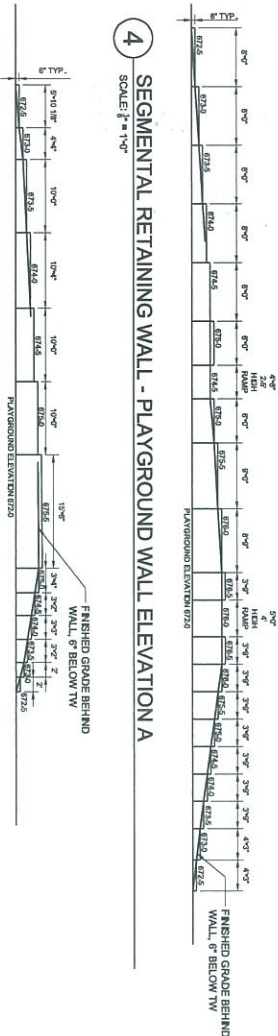
1 PERMEABLE PEDESTRIAN PAVERS  
 SCALE: 1"=10'



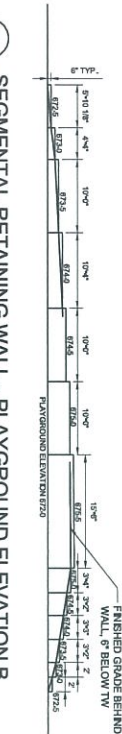
2 PERMEABLE PAVERS - PEDESTRIAN  
 SCALE: 3/4"=1'-0"



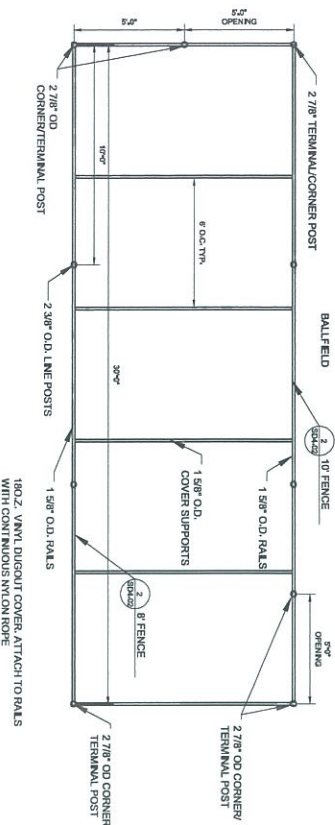
3 PERMEABLE PAVERS - PEDESTRIAN  
 SCALE: 3/4"=1'-0"



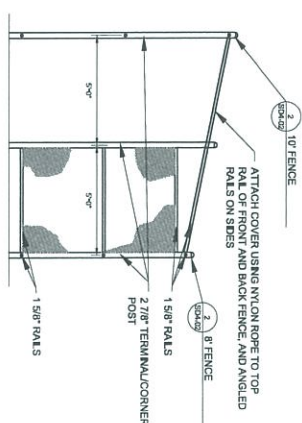
4 SEGMENTAL RETAINING WALL - PLAYGROUND WALL ELEVATION A  
 SCALE: 1"=10'



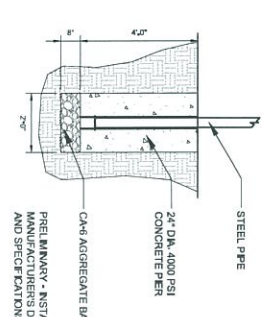
5 SEGMENTAL RETAINING WALL - PLAYGROUND ELEVATION B  
 SCALE: 1"=10'



6 DUGOUT FRAME PLAN  
 SCALE: 1/2"=1'-0"

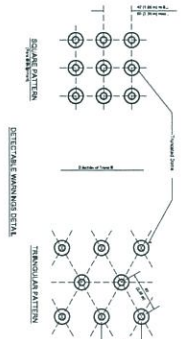


7 DUGOUT ELEVATION  
 SCALE: 1/2"=1'-0"



8 BARRIER NET FOOTING  
 SCALE: 1/2"=1'-0"

9 DETECTIBLE WARNING DETAIL  
 NTS



**OAK BROOK PARK DISTRICT**  
 1450 Forest Gate Road  
 Oak Brook, IL 60523

**Wight & Company**  
 2500 North Frontage Road  
 Darien, IL 60531  
 P 815.960.7000  
 F 815.960.7879

**SD4.02**

**1450 FOREST GATE ROAD OAK BROOK, IL 60523**

REV	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	2-14-18
2	PERMANENT RESPONSE #2	1-8-18
3	ADDITIONAL	12-14-17
4	ISSUED FOR BID	12-14-17

**CENTRAL PARK IMPROVEMENTS**



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 18-1220: A RESOLUTION APPROVING AND AUTHORIZING A CHANGE ORDER INVOLVING AN INCREASE IN THE CONTRACT PRICE WITH PEERLESS ENTERPRISES, INC. FOR THE CENTRAL PARK IMPROVEMENT PROJECT**

**AGENDA No.: 11 I**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):** As part of the Central Park project, a 4-foot-wide fence gate was to be installed for access along the east side of the Universal Playground.

It became apparent that due to the layout of the walkways and fencing, a gate measuring 5-foot-wide would be more appropriate for the space.

The cost of the wider fence gate is \$715.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**  
Staff recommends approval of the change order as outlined above.

**ACTION PROPOSED:**

Motion (and a second) to approve Resolution 18-1220: A Resolution Approving and Authorizing a Change Order Involving an Increase in the Contract Price with Peerless Enterprises, Inc. for the Central Park Improvement Project in the amount of \$715 for a new total cost not-to-exceed \$121,526.

**RESOLUTION NO. 18-1220**

**A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER  
INVOLVING AN INCREASE IN THE CONTRACT PRICE  
WITH PEERLESS ENTERPRISES, INC.  
(CENTRAL PARK IMPROVEMENTS PROJECT)**

---

**WHEREAS**, during the January 15, 2018 Board Meeting, the Board of Commissioners accepted the bids and authorized agreements between the lowest responsible bidders and the Oak Brook Park District for the Central Park Improvements Project, and

**WHEREAS**, Peerless Enterprises, Inc.'s Base Bid and Alternate 1 Paver Parking Lot bid for the Fencing Work for the Central Park Improvements was accepted by the Board of Commissioners as the lowest responsible bid and the Board of Commissioners authorized a contract between the Oak Brook Park District and Peerless Enterprises, Inc. in the amount of \$120,811.00, and

**WHEREAS**, the Executive Director has presented and recommended a proposed change order to the contract between the District and Peerless Enterprises, Inc. for the following amount:

<b><u>Change Order #</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1	Increase to install a wider access gate in playground fencing.	\$ 715.00

and a copy of said change order being attached hereto as Exhibit "A" and made part hereof, to the District's Board of Park Commissioners ("Board"); and

**WHEREAS**, upon the approval of said change order, the new total for the contract price would be \$121,526.00.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DuPage and Cook Counties, Illinois**, as follows:

**SECTION 1.** That after reviewing the explanation of the Executive Director as to the necessity of and reason for the change order attached hereto as Exhibit "A", the Board finds as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.



- B. That the basis of the change order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the District to approve the change order in its proposed forms.
- D. That the change order is germane to the original contract.

**SECTION 2.** That having made the findings set forth in Section 1 above, the Board hereby approves the change order attached hereto as Exhibit “A,” and directs and authorizes the Board’s President to execute said change order on behalf of the District.

PASSED AND APPROVED THIS 17th DAY OF DECEMBER, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

OTHER: \_\_\_\_\_

\_\_\_\_\_  
Sharon Knitter, President

ATTEST:

\_\_\_\_\_  
Laure Kosey, Secretary

Exhibit A  
Change Order



# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):

Oak Brook Park District  
Central Park Renovations

**CHANGE ORDER NUMBER:** PF-01

**INITIATION DATE:**

**OWNER:** ☒

**CONSTRUCTION MANAGER:** ☒

**ARCHITECT:** ☒

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

**TO CONTRACTOR** (Name and address):

Peerless Fence  
33 W 401 Roosevelt Road  
West Chicago, IL 60185

**PROJECT NUMBERS:** 07-5646-04 /

**CONTRACT DATE:** 01/15/18

**CONTRACT FOR:** Fencing

### THE CONTRACT IS CHANGED AS FOLLOWS:

This owner finds this Change Order germane to the original contract signed with Peerless Fence, and in the best interest of the owner.

The original Contract Sum was	\$	120,811.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	120,811.00
The Contract Sum will be increased by this Change Order in the amount of	\$	715.00
The new Contract Sum including this Change Order will be	\$	121,526.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Wight Construction Services, Inc.  
2500 N. Frontage Road  
Darien, IL 60561

**CONSTRUCTION MANAGER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Peerless Fence  
33 W. 401 Roosevelt Road  
West Chicago, IL 60185

**CONTRACTOR** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Wight & Company  
2500 N. Frontage Road  
Darien, IL 60561

**ARCHITECT** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**

Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

**OWNER** (Firm name)

**ADDRESS**

**BY** (Signature)

(Typed name)

**DATE:**



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 18-1222: A RESOLUTION FOR THE APPROVAL OF A REAL ESTATE SALES CONTRACT FOR REAL PROPERTY COMMONLY KNOWN AS "McDONALDS SOCCER FIELDS." (\*\*REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS MEETING.)**

**AGENDA NO.: 12 A**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:**

Chief Financial Officer, Marco Salinas:

Handwritten signature of Marco Salinas in blue ink.

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

Handwritten signature of Laure Kosey in blue ink.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The attorneys have prepared the attached resolution and contract for the purchase of the McDonalds Soccer Fields.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

**ACTION PROPOSED:**

Motion (and a second) to waive the Board Rules to approve at this meeting, Resolution 18-1222: A Resolution for the Approval of a Real Estate Sales Contract for Real Property Commonly Known as "McDonalds Soccer Fields."

Motion (and a second) to approve Resolution 18-1222: A Resolution for the Approval of a Real Estate Sales Contract for Real Property Commonly Known as "McDonalds Soccer Fields."

**RESOLUTION NO. 18-1222**

**RESOLUTION FOR THE APPROVAL OF A REAL ESTATE SALES CONTRACT FOR REAL PROPERTY  
COMMONLY KNOWN AS "MCDONALDS SOCCER FIELDS"**

**WHEREAS**, the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "Park District") is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois and operating under the provisions of the Park District Code, 70 ILCS 1205/1-1 et seq. as amended (the "Park Code"); and

**WHEREAS**, the Park District's Board of Park Commissioners (the "Park Board") caused a question to be placed on the ballot for the November 6,, 2018 general consolidated election (the "Election") asking for approval from the Park District's qualified voters to purchase and improve the approximately 34 acres commonly known as the "McDonald's Soccer Fields" located north of the Park District's Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard (the "Property"), legally described in **Exhibit A** attached hereto and incorporated by this reference, and to issue its bonds to the amount of \$17,900,000 for the purpose of paying the costs therefore (the "Proposition"); and

**WHEREAS**, it has been found and determined that a majority of votes cast on the Proposition at the Election were in favor of the Proposition; and

**WHEREAS**, following voter approval of the Proposition at the Election, the Park District and McDonald's have been in negotiations regarding the possible purchase of the Property; and

**WHEREAS**, the Park District and McDonalds have reached agreement on the terms and conditions of a Real Estate Sales Contract under which McDonald's will convey the Property to the Park District; and

**WHEREAS**, a copy of the Agreement is attached hereto as **Exhibit B** and incorporated herein by this reference; and

**WHEREAS**, The Park Board has reviewed the Agreement and is prepared to approve the Agreement, direct execution of the Agreement by the designated officers of the Park District, and authorize and direct staff and the Park District's legal counsel to proceed with actions required to effectuate the transaction.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section 1:** The above recitals are incorporated herein by reference as though fully set forth in their entirety in this Section 1.

**Section 2:** The Park Board hereby finds and determines that it is necessary, convenient and in the public interest for the Oak Brook Park District to acquire the real estate described in **Exhibit A** attached hereto and incorporated herein by this reference, for public park and recreational purposes.

**Section 3:** The Park Board hereby approves the Real Estate Sale Contract attached hereto as **Exhibit B**, and authorizes and directs the Park Board President to execute and the Park District Secretary to attest to said document in substantially the form attached hereto.

**Section 4:** Park District staff and legal counsel are hereby authorized and directed to take any and all necessary and proper lawful action required to execute and close the transaction, including but not by limitation, obtain and exchange such additional documentation as may be necessary to: (i) deliver the Agreement to McDonald's and conduct or cause to be conducted such due diligence pursuant to the terms of the Agreement; (ii) upon successful completion of said due diligence, secure title to the Property in the name of the Oak Brook Park District as provided in the Agreement; (iii) obtain an owner's title insurance policy on terms specified in the Agreement; (iv) exempt the transaction from transfer taxes; and (v) exempt the Subject Property from general real estate taxes after closing.

**Section 5:** This resolution shall take effect and be in full force and effect from and after the date of its passage. All prior resolutions, motions and orders in conflict herewith, are hereby repealed to the extent of said conflict. The provisions of this Resolution are severable, and in the event a court of competent jurisdiction determines that a portion of this Resolution is in violation of applicable law, the offending portion thereof shall be excised and the remainder of the Resolution shall remain in full force and effect.

Passed and approved this \_\_\_\_ day of December 2018, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS**  
**OAK BROOK PARK DISTRICT**  
DuPage and Cook Counties, Illinois

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

**ATTEST:**

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

**(SEAL)**

**EXHIBIT A**  
**[Legal Description]**

**EXHIBIT B**  
**[Real Estate Sale Contract]**





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE 18-1223: AN ORDINANCE PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$17,900,000 GENERAL OBLIGATION PARK BONDS, SERIES 2019, FOR THE PURPOSE OF PURCHASING AND IMPROVING THE APPROXIMATELY 34 ACRES COMMONLY KNOWN AS THE “MCDONALD’S SOCCER FIELDS,” LOCATED NORTH OF THE DISTRICT’S CENTRAL PARK AND BETWEEN KINGERY HIGHWAY (ROUTE 83), KENSINGTON ROAD AND JORIE BOULEVARD, PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF. (REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS MEETING)**

**AGENDA NO.: 12 B.**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

The results of the November 6, 2018 general election gave the Park District the authority to issue up to \$17.9 million in bonds to purchase land commonly known as the “McDonald’s soccer fields”.

The proceeds of this bond issue will be used to fund the purchase of 34 acres of land, carry-out the necessary improvements to this land, and pay various fees for professional services received in conjunction with the bond issuance. The bonds will be sold via a competitive bid process and such bidding is tentatively scheduled for January 10, 2019.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The District’s bond counsel, Chapman and Cutler LLP, has prepared the attached Ordinance.

**ACTION PROPOSED:**

Request a motion (and a second) to waive the Board Rules to approve at this meeting: Ordinance 18-1223: An Ordinance providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

A motion (and a second) to approve Ordinance 18-1223: An Ordinance providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

MINUTES of a regular public meeting of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, held in the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois, in said Park District at 6:30 o'clock P.M., on the 17th day of December, 2018.

\* \* \*

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

Upon the roll being called, Sharon Knitter, the President, and the following Park Commissioners were physically present at said location: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

The President announced that the next item for consideration was the issuance of not to exceed \$17,900,000 general obligation park bonds approved at the November 6, 2018, referendum for the purpose of purchasing and improving the approximately 34 acres commonly known as the "McDonald's Soccer Fields," located north of the District's Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, and that the Board of Park Commissioners would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon.

The President then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon Park Commissioner \_\_\_\_\_ presented and the Secretary read by title an ordinance as follows, a copy of which was provided to each Park Commissioner prior to said meeting and to everyone in attendance at said meeting who requested a copy:

## ORDINANCE NO. 18-1223

AN ORDINANCE providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, of the Oak Brook Park District, DuPage and Cook Counties, Illinois, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of said Park District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

\* \* \*

WHEREAS, the Oak Brook Park District, DuPage and Cook Counties, 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 (the “*Act*”); and

WHEREAS, the Board of Park Commissioners of the District (the “*Board*”), by resolution adopted on 16th day of July, 2018, provided for and required the submission of the following proposition to the voters of the District at the general election held on the 6th day of November, 2018 (the “*Election*”):

Shall the Oak Brook Park District, DuPage and Cook Counties, Illinois, purchase and improve the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of said Park District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, and issue its bonds to the amount of \$17,900,000 for the purpose of paying the costs thereof?

; and

WHEREAS, the Executive Director of the Board of Election Commissioners of The County of DuPage, Illinois (the “*Board of Election Commissioners*”), and the County Clerk (the “*Cook County Clerk*”) of The County of Cook, Illinois (“*Cook County*”), caused proper notice

to be given of the Election, including for Cook County, the Spanish, Chinese and Asian Indian translations thereof as deemed by the Cook County Clerk to be required by law in Cook County (the “*Notice*”), by (i) publishing the Notice once not more than 60 nor less than 10 days prior to the date of the Election in a local, community newspaper having general circulation in the District, and (ii) posting a copy of the Notice at least 10 days before the date of the Election at the principal offices of the Board of Election Commissioners and the Cook County Clerk; and

WHEREAS, the Secretary of the Board (the “*Secretary*”) posted a copy of the Notice at the principal office of the District; and

WHEREAS, the Election was duly held in the manner provided by law, and it has heretofore been found, determined, declared and proclaimed that a majority of all the votes cast at the Election on said proposition was cast in favor of said proposition, and said proposition was properly carried; and

WHEREAS, the Board by the Election has heretofore been authorized to borrow the sum of \$17,900,000 for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard (the “*Project*”), such money to be borrowed upon the credit of the District; and

WHEREAS, the Board deems it advisable, necessary and for the best interests of the District that not to exceed \$17,900,000 of the bonds so authorized be issued at this time (the “*Bonds*”); and

WHEREAS, the Bonds to be issued hereunder shall be payable from a direct annual ad valorem tax levied against all taxable property in the District, without limitation as to rate or amount; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended, imposes certain limitations on the “*aggregate extension*” of certain property taxes levied by the District, but provides that the definition of “*aggregate extension*” applicable to the District contained in Section 18-185 of the Property Tax Code of the State of Illinois, as amended, does not include extensions “made for the taxing district to pay interest or principal on general obligation bonds that were approved by referendum”; and

WHEREAS, the Board does hereby find and determine that the Bonds were approved by referendum; and

WHEREAS, the County Clerk of The County of DuPage, Illinois and the Cook County Clerk (together, the “*County Clerks*”) are therefore authorized to extend and collect said tax so levied for the payment of the Bonds to be issued hereunder without limitation as to rate or amount:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

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

*Section 2. Authorization.* It is hereby found and determined that the District has been authorized by law to borrow the sum of \$17,900,000 upon the credit of the District and as evidence of such indebtedness to issue the Bonds of the District to said amount, the proceeds of the Bonds to be used for the Project, and it is necessary and for the best interests of the District that there be issued at this time not to exceed \$17,900,000 of the Bonds so authorized.

*Section 3. Bond Details.* There be borrowed on the credit of and for and on behalf of the District an amount not to exceed \$17,900,000 for the purposes aforesaid; and that the Bonds

shall be issued to said amount and shall be designated “General Obligation Park Bonds, Series 2019” or such other series designation as set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (not later than June 17, 2019) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof unless otherwise designated in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption on October 30 of each of the years (not later than 2038), in the amounts (not exceeding \$1,325,000 per year) and bearing interest at the rates per annum (not exceeding 5.00%) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on April 30 and October 30 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the President of the Board (the “*President*”) and the Secretary, and shall be countersigned by the manual or facsimile

signature of the Treasurer of the Board (the “*Treasurer*”), as they shall determine, and the seal of the District shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. If the Secretary or the Treasurer is unable to perform the duties of his or her respective office, then their duties under this Ordinance shall be performed by the Assistant Secretary or the Assistant Treasurer of the Board, respectively.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 4. Registration of Bonds; Persons Treated as Owners.* (a) *General.* The District shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District for the Bonds. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.



Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, if so requested by the hereinafter defined Purchaser, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, Secretary or the Executive Director of the District and the Bond Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the District and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence,

the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The District and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

*Section 5. Redemption. (a) Optional Redemption.* All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification (but not later than 10 1/2 years from the date of

issuance of the Bonds), and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on October 30 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board«Boc» shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The District shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or

\$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the District in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

*Section 6. Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the District shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

*Section 7. Form of Bond.* The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [6] and those paragraphs thereafter that shall be appropriate shall be inserted immediately after paragraph [1]:



[Form of Bond - Front Side]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTIES OF DuPAGE AND COOK**

**OAK BROOK PARK DISTRICT**

**GENERAL OBLIGATION PARK BOND, SERIES 2019**

See Reverse Side for Additional Provisions
---

Interest	Maturity	Dated	
Rate: _____%	Date: October 30, 20__	Date: _____, 2019	CUSIP: _____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on April 30 and October 30 of each year, commencing October 30, 2019, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal corporate trust office of UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown

on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month of each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Oak Brook Park District, DuPage and Cook Counties, Illinois, by its Board of Park Commissioners, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the President and Secretary of said Board of Park Commissioners, and to be countersigned by the manual or duly authorized facsimile signature of the Treasurer thereof, and has caused the seal of the District to be affixed hereto or printed hereon, all as of the Dated Date identified above.

(SEAL)

Countersigned:

SPECIMEN  
Treasurer, Board of Park Commissioners

Date of Authentication: \_\_\_\_\_, 20\_\_

CERTIFICATE  
OF  
AUTHENTICATION

SPECIMEN  
President, Board of Park Commissioners

SPECIMEN  
Secretary, Board of Park Commissioners

Bond Registrar and Paying Agent:  
UMB Bank, National Association,  
Kansas City, Missouri

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Park Bonds, Series 2019, of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

UMB BANK, NATIONAL ASSOCIATION,  
as Bond Registrar

By SPECIMEN  
Authorized Officer

[Form of Bond - Reverse Side]

**OAK BROOK PARK DISTRICT**

**DUPAGE AND COOK COUNTIES, ILLINOIS**

**GENERAL OBLIGATION PARK BOND, SERIES 2019**

[6] This Bond is one of a series of bonds issued by the District for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of the District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, pursuant to and in all respects in full compliance with the provisions of the Park District Code of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by a majority of all votes cast on the proposition at an election duly called and held for that purpose in the District, and by the Board of Park Commissioners of the District by an ordinance duly and properly adopted for that purpose, in all respects as provided by law.

[7] Bonds of the issue of which this Bond is one maturing on and after October 30, 20\_\_, are subject to redemption prior to maturity at the option of the District as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the District (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on October 30, 20\_\_, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] [Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the District

maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Kansas City, Missouri, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

**(ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 8. Sale of Bonds.* The Designated Representatives (as hereinafter defined) are hereby authorized to proceed not later than the earlier of (i) the reorganizational meeting of the Board following the April 2, 2019, consolidated election (if changes in Board membership occur) or (ii) June 1, 2019 (if no changes in Board membership occur), without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98% of the principal amount thereof, plus accrued interest, if any, to date of delivery. The Designated Representatives shall be two of the following: the President, the Secretary and the Treasurer. The Purchaser for the Bonds shall be, pursuant to a competitive sale conducted by Piper Jaffray & Co., the District's municipal adviser, the best bidder for such Bonds.

Prior to the sale of the Bonds, the President or the Executive Director of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the President, Secretary, Treasurer and any other officers of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the District and the Purchaser (as evidenced by an executed Official Bid Form, the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find

and determine that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the “*Official Statement*”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

*Section 9. Tax Levy.* In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:



## FOR THE YEAR

## A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2018	\$1,391,250	for interest and principal up to and including April 30, 2020
2019	\$1,391,250	for interest and principal
2020	\$1,391,250	for interest and principal
2021	\$1,391,250	for interest and principal
2022	\$1,391,250	for interest and principal
2023	\$1,391,250	for interest and principal
2024	\$1,391,250	for interest and principal
2025	\$1,391,250	for interest and principal
2026	\$1,391,250	for interest and principal
2027	\$1,391,250	for interest and principal
2028	\$1,391,250	for interest and principal
2029	\$1,391,250	for interest and principal
2030	\$1,391,250	for interest and principal
2031	\$1,391,250	for interest and principal
2032	\$1,391,250	for interest and principal
2033	\$1,391,250	for interest and principal
2034	\$1,391,250	for interest and principal
2035	\$1,391,250	for interest and principal
2036	\$1,391,250	for interest and principal
2037	\$1,391,250	for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the President, Secretary and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any

action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

*Section 10. Filing of Ordinance.* Forthwith upon the passage of this Ordinance, the Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerks, and it shall be the duty of the County Clerks to annually in and for each of the years 2018 to 2037, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for general park purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general park purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Park Bond and Interest Fund of 2019” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

*Section 11. Use of Bond Proceeds.* Accrued interest, if any, received on the delivery of the Bonds is hereby appropriated for the purpose of paying interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Bonds and any premium received from the sale of the Bonds is hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital Improvement

Account of the District (the “*Project Fund*”). The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with the authorization of the voters of the District at the Election and with all of the requirements of the Act. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the District from the proceeds of the Bonds.

*Section 12. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “*Code*”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “*IRS*”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the President, Secretary and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the

Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

*Section 13. Reimbursement.* With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

*Section 14. Designation of Issue.* If any of the Bonds meet the requirements of Section 265(b)(3) of the Code, the Designated Representatives in the Bond Notification are hereby authorized to designate such Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 15. List of Bondholders.* The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

*Section 16. Duties of Bond Registrar.* If requested by the Bond Registrar, the President and Secretary are authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 17. Continuing Disclosure Undertaking.* The President is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking

shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 18. Municipal Bond Insurance.* In the event the payment of principal and interest on any series of the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of said Bonds, subrogation of the rights of said Bondholders to the Bond Insurer upon payment of said Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the President on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

*Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters.* On the 12th day of December, 2016, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

*Section 20. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 21. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted December 17, 2018.

---

President, Board of Park Commissioners

Attest:

---

Secretary, Board of Park Commissioners

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

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

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

---

The following Park Commissioners voted NAY: \_\_\_\_\_

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

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

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

---

Secretary, Board of Park Commissioners



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

**CERTIFICATION OF MINUTES AND ORDINANCE**

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

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 17th day of December, 2018, insofar as the same relates to the adoption of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, of the Oak Brook Park District, DuPage and Cook Counties, Illinois, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of said Park District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

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

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Park District, this 17th day of December, 2018.

---

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DuPAGE         )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 201\_, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, of the Oak Brook Park District, DuPage and Cook Counties, Illinois, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of said Park District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, on the 17th day of December, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
County Clerk of The County of DuPage, Illinois

(SEAL)

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 201\_, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issue of not to exceed \$17,900,000 General Obligation Park Bonds, Series 2019, of the Oak Brook Park District, DuPage and Cook Counties, Illinois, for the purpose of purchasing and improving the approximately 34 acres commonly known as the “McDonald’s Soccer Fields,” located north of said Park District’s Central Park and between Kingery Highway (Route 83), Kensington Road and Jorie Boulevard, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, on the 17th day of December, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
County Clerk of The County of Cook, Illinois

(SEAL)



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AGREEMENT WITH CHAPMAN AND CUTLER, LLP  
FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES  
(REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS  
MEETING)**

**AGENDA NO.:** 12 C

**MEETING DATE:** DECEMBER 17, 2018

**STAFF REVIEW:** Chief Financial Officer, Marco Salinas:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM,  
COMMITTEE ACTION, OTHER PERTINENT HISTORY)**

Chapman Cutler LLP (Chapman) recently assisted the Park District in drafting the resolution for the submission of a proposition to issue General Obligation Park Bonds for the purchase of 34 acres of land. Such proposition was submitted to the voters of the District at the general election held on November 6, 2018. Election results show that the majority of all votes cast at the election were cast in favor of the proposition.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

With the majority of votes cast in favor of the proposition, the District now desires to have Chapman assist with the process of issuing these General Obligation Park Bonds, which includes serving as our bond counsel, as well as preparing the Official Statement for the sale of the bonds.

**ACTION PROPOSED:**

Request a motion (and a second) to waive the Board Rules to approve at this meeting: Agreement with Chapman and Cutler, LLP for bond counsel and disclosure counsel services.

A motion (and a second) to approve: Agreement with Chapman and Cutler, LLP for bond counsel and disclosure counsel services.

December 10, 2018

**Via Email**

Ms. Laure Kosey  
Executive Director  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois 60523

Re: Oak Brook Park District, DuPage and Cook Counties, Illinois (the "*District*")  
General Obligation Park Bonds, Series 2019

---

Dear Laure:

We are pleased to provide an engagement letter for our services as bond counsel and disclosure counsel for the bonds in reference (the "*Bonds*"). For convenience and clarity, we may refer to the District in its corporate capacity and to you, the District officers (including the governing body of the District) and employees and general and special counsel to the District, collectively as "*you*" (or the possessive "*your*"). You have advised us that the purpose of the issuance of the Bonds, briefly stated, is for the payment of the 34 acres commonly known as the "McDonald's Soccer Fields" and for the payment of the expenses incident thereto. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES AS BOND COUNSEL

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the District (all of whom are referred to as the "*Bond Purchasers*"), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the "*Participants*"). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the District or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed (the "*Project*").

3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be sold at competitive sale and that the District will be assisted in the preparation of sale documents and in the process of the sale itself by its municipal advisor. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and, if applicable, the “bank-qualified” status of the Bonds.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the District; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the “*Bond Opinion*”) will be delivered in written form on the date the Bonds are exchanged for their purchase price (the “*Closing*”). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part E. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

B. DESCRIPTION OF SERVICES AS DISCLOSURE COUNSEL

As Disclosure Counsel, we will:

1. Assist in the preparation and compilation of the official statement (the “*Official Statement*”) with respect to the Bonds. To the extent that the District request us to act as the draftsman and compiler of such document, the participants to this transaction, including particularly the District, should understand that the primary obligation for adequate disclosure rests with the District, and recognize that substantial parts of the offering document may be prepared by other participants, who will have their own obligations for adequate and complete information with respect to information that they supply. In compiling such offering document we are *not* undertaking to perform the duties of the District or any other transaction participant to provide full, complete and accurate information. We will not pass upon, and or assume responsibility for, the accuracy or completeness of, and will not independently verify, the underlying facts ultimately included in the Official Statement. In particular, we will not be reviewing or passing upon (i) the information relating to The Depository Trust Company and its book-entry only system; (ii) the information relating to the credit providers, if any, contained or incorporated in any section of, or Appendix to, the Official Statement containing information relating to any credit provider, (iii) any financial statements or other financial, operating, statistical or accounting data contained or incorporated therein, including without limitation, information or omissions with respect to any unfunded pension or other post-employment benefits liabilities; (iv) information concerning any past, pending or threatened litigation against the District or the underwriter of the Bonds; nor (v) the information concerning the District contained in or incorporated by reference.

2. Deliver (a) an opinion to the District to the effect that the Bonds are not required to be registered with the Securities and Exchange Commission and (b) a letter to the District to the effect that, in the course of our engagement on such matter, no facts have come to our attention which lead us to believe that the Official Statement contained as of its date or the date of closing any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

C. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our services as Bond Counsel and Disclosure Counsel described above (the “*Services*”) are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:



1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the District, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the District. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as “EMMA”) to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained therein corresponds to that which you provide independently in your certificates or other transaction documents.

3. Supervising any state, county or local filing of any proceedings held by the governing body of the District incidental to the Bonds.

4. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the “IRS”), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

5. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement 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; opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking. Please see our comments below at Paragraphs (E)(5) and (E)(6).

6. After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to IRS audits.

7. Any other services not specifically set forth above in Parts A and B.

D. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the District will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel and Disclosure Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the District consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the District in this transaction are clients in other unrelated matters. Your acceptance of the winning bid constitutes consent to these other engagements. Neither our representation of the District nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the District or the defense of a claim asserted by the District. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("*Circular 230*") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the District in this matter.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the “*governmental units*”). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the District is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the District and such other governmental unit or withdrawal from representation.

We anticipate that the District will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

E. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the District at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as “securities” under State and federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the District is obligated under the State and federal securities laws and the federal tax laws to disclose all material facts. The District’s lawyers, financial advisers and bankers can assist the District in fulfilling these duties, but the District in its corporate capacity, including your 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. Further, there are complicated federal tax rules applicable to tax-exempt bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the District also have duties under the State and federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

7. We are also concerned about the adoption by the District of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State

Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the District has adopted proceedings that are only as restrictive as such Act. However, if the District has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

F. FEES

As is customary, we will bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges are billed separately and in addition to our fees for professional services. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

As we have discussed, the fees as Bond Counsel and Disclosure Counsel for this transaction are expected to be \$40,000 and \$12,500, respectively.

Our statements of charges are customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned, Kyle Harding and Sharone Levy will be the attorneys primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

G. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the District as the taxpayer for purposes of the examination. As noted in Paragraph 6 of Part C above, the

scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the District in the matter.

H. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the District and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the District will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

Ms. Laure Kosey  
December 10, 2018  
Page 10

We call your attention to the District's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS' website under frequently asked questions related to tax-exempt bonds at [www.irs.gov](http://www.irs.gov) (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Ms. Laure Kosey  
December 10, 2018  
Page 11

I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this engagement letter dated and signed by an authorized officer not later than January 15, 2019. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By   
Kelly K. Kost

Accepted and Approved:

OAK BROOK PARK DISTRICT, DUPAGE  
AND COOK COUNTIES, ILLINOIS

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

Title: President, Board of Park Commissioners

Date: December 17, 2018

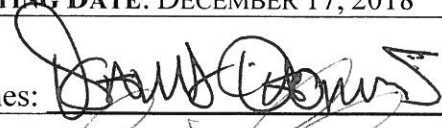
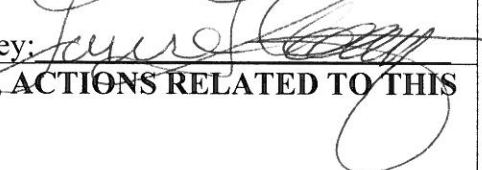
KK/SL  
Enclosure

cc: Mr. Marco Salinas  
Mr. Steven Adams  
Mr. Eric Anderson  
Mr. Kyle Harding  
Ms. Sharone Levy





## Oak Brook Park District

<b>BOARD MEETING</b> <b>AGENDA ITEM –HISTORY/COMMENTARY</b>	
<b>ITEM TITLE: AQUATIC FACILITY COORDINATOR</b>	<b>AGENDA No.: 12 D</b> <b>MEETING DATE: DECEMBER 17, 2018</b>
<b>STAFF REVIEW:</b>	Deputy Director, Dave Thommes: 
<b>RECOMMENDED FOR BOARD ACTION:</b>	Executive Director, Laure Kosey: 
<b>ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):</b>	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> Staff has identified the need to add a new full-time position for the day to day management of aquatic operations at the Village of Oak Brook outdoor pool. With the new intergovernmental agreement including an option to renew for two more years after this summer, staff felt this was the appropriate time to add the additional staff. This past summer, staff used a seasonal, part-time employee in this role at 40 hours per week. This new position would work on bath operations from approximately February until the end of September. Their remaining time would be spent managing Family Recreation Center aquatic parties and assisting with operations at the Family Aquatic Center. The complete job description is on the pages that follow.	
<b>ACTION PROPOSED:</b> For Discussion and Review Only.	

## **Oak Brook Park District Job Description**

**Job Title:** Aquatic Facility Coordinator  
**Classification:** Full-time, (Exempt status to be determined)  
**Department:** Recreation and Facilities

---

### **SUMMARY:**

The Aquatic Facility Coordinator is primarily responsible for the seasonal administration of all tasks related to operating and management of the Oak Brook Bath and Tennis Club (OBBT) pools for the Park District. Additional year-round responsibilities include hiring, training and scheduling of lifeguards and party attendant staff as well as aquatic party coordination for the Family Aquatic Center (FAC). This position will require 15-25 hours weekly as an on-deck pool manager and will require time spent lifeguarding as needed.

### **SUPERVISORY:**

The Aquatic Facility Coordinator directly reports to the FAC Manager.

### **ESSENTIAL JOB DUTIES:**

- Communicate with the FAC Manager regularly on Park District matters.
- Assist the FAC Manager in the planning and maintaining fiscal controls of the FAC and OBBT.
- Lead administrative functions of the OBBT in partnership with the FAC Manager. This includes: seasonal maintenance planning, keeping appropriate records of all daily inspections, safety incidents, emergency closings and scheduling/supervising aquatic parties.
- Manage all aspects of FAC aquatic parties, including maintaining a schedule of events, appropriately staffing lifeguards/attendants and ensuring all supplies are properly available.
- Recruit, interview, hire and train lifeguard and party host/hostess personnel as needed to maintain sufficient staff.
- Schedule, supervise, and direct the work of up to 120 part-time employees.
- Approve payroll for all staff directly reporting to this position.
- Prepare performance appraisals for staff directly reporting to this position.
- Coordinate and conduct monthly in-service lifeguard training programming in cooperation with the Aquatic Facility Supervisor.
- Develop preventive maintenance programs for the OBBT and FAC. Order chemicals, parts, custodial supplies and contracted repairs as needed.
- Assist FAC Manager in inspection, maintenance and repair of aquatic pumps, motors, filters, pools, splash park, slide, spa, pool chemistry systems and all associated components for OBBT and FAC.
- Assist FAC Manager in the inspection of the OBBT and FAC. Document any necessary facility, equipment and custodial repairs. Follow up in correcting any problems.
- Take inventory of supplies and make appropriate purchases or recommendations for OBBT.
- Work with the Marketing Manager to effectively market the OBBT.
- Develop and submit seasonal brochure copy to the Marketing Department for OBBT in coordination with the Village of Oak Brook Sports Core Advisory Board.
- Work with IT Administrator to update and maintain the Park District web page.
- Demonstrate exceptional customer service skills in all communications.
- Communicate with StarGuard to keep up with latest trends.
- Prepare annual reports and data for StarGuard.
- On call for staff phone calls and emails.

- Support the District's safety initiative including adhering to policies and procedures, performing your job in a safe manner, attending required training, seeking additional training as needed, promptly reporting accidents/incidents, and proactively addressing hazards in the workplace.
- Perform the job in compliance with District policies and procedures.
- Perform any duties as assigned by the Executive Director.

**MARGINAL FUNCTIONS:**

- Attend Park District meetings as necessary.
- Conduct regular staff meetings.
- Represent the Park District in various public functions.
- Assist the Recreation Department with special event programs.
- Perform lifeguard duties when necessary.
- Attend conferences and workshops to promote knowledge in related areas of responsibility.
- Perform other duties as assigned.

**PSYCHOLOGICAL REQUIREMENTS:**

- Ability to maintain positive and effective working relationships with supervisors and other staff.
- Ability to work independently in day-to-day operations.
- Ability to work in a team atmosphere.
- Ability to utilize computer skills, including proficiencies in work processing and basic spreadsheet applications.
- Ability to work effectively in a climate of political assertiveness and interaction, requiring timely administrative responsiveness and flexibility.
- Must be able to function effectively in a fast-paced environment.
- Must be able to deal with people under stressful and demanding situations.
- Must be able to function under stressful situations when first aid or CPR is required.

**PHYSICAL REQUIREMENTS:**

- General work area is an outdoor pool environment with an indoor, temperature controlled and smoke-free office under fluorescent lighting available on-site Memorial Day through Labor Day. From Labor Day through Memorial Day the primary work environment is indoors, in a smoke-free environment, with controlled temperature and fluorescent lighting.
- Perform tasks that require walking, bending, stooping, standing, kneeling, climbing, reaching and sitting.
- Drive motorized vehicle to travel to different locations.
- Perform physical work necessary for pool equipment operations or backwash procedures.
- Perform lifting tasks up to 50 pounds.

**HOURS:**

The Aquatic Facility Coordinator is a full-time position working a minimum of 40 hours per week. This position will require schedule flexibility with hours regularly including evenings and weekends.

**EDUCATION, EXPERIENCE AND TRAINING:**

- Bachelor's Degree or two (2) years of experience in a supervisory position with preference given to individuals with parks and recreation and/or aquatics background. A strong understanding of pool pump rooms desired.
- Minimum of one (2) year of experience in facility management and customer service.

- Basic knowledge of computers and Microsoft software products.
- Valid Illinois Driver's License.
- Certifications: CPR/AED, First Aid, StarGuard Lifeguard Instructor and Certified Pool Operator or Aquatic Facility Operator preferred. Must have ability to acquire these certifications within 6 months of hire if not current.

The Oak Brook Park District is an Equal Opportunity Employer



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AMENDMENT TO THE CONSERVATION EASEMENT BETWEEN THE CONSERVATION FOUNDATION AND THE OAK BROOK PARK DISTRICT FOR THE OAK BROOK PARK DISTRICT DOROTHY AND SAM DEAN NATURE SANCTUARY**

**AGENDA NO.: 12 E**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:** Director of Parks and Planning, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

During the acquisition of the Dean Nature Sanctuary, the Park District entered into a Grant of Conservation Right in the Form of an Easement ("Conservation Easement") under the terms of the "Real Property Conservation Rights Act" (765 ILCS 120/0.01 *et. seq.*) with the Conservation Foundation to protect the uniqueness of the Dean Property, in accordance to the covenants, terms, conditions and restrictions set out in the Grant of Conservation Right. The Conservation Easement set forth Dorothy Dean's wishes for the property to be a nature sanctuary and that the Dean home and other buildings could be used to further such purposes as an education center.

In 2011, the District evaluated the possibility of developing the Dean home into a nature education center with the Village of Oak Brook Building and Zoning. Testing was done on the home, and it was discovered that the home contained asbestos and mold, and was in need of many repairs. Unfortunately, the cost to retrofit and restore the home was financially prohibitive. Consulting with the Conservation Foundation, it was determined that the best course of action would be to demolish the Dean Home and to construct a nature education center specifically designed for public use. The home was demolished in 2011.

During October of 2017, the Conservation Foundation was in the process of becoming accredited by the Land Trust Alliance and the accreditation process required a baseline documentation review by the parties of the Conservation Foundation's conservation easements. The Conservation Foundation sent the Dean Nature Sanctuary baseline document to the District which depicted the conditions of the conservation easement as of 2015. It was while reviewing the baseline document, staff realized the need to update information regarding the District's desire to build a future nature education center and as discussed with the Conservation Foundation prior to the demolition of the Dean home in 2011. The baseline document did not provide for this opportunity.

A meeting between the Conservation Foundation and the Park District was held in January 2018 to discuss the possible future plans of the Dean Nature Sanctuary and how the conservation easement may be modified to provide opportunity for future Board of Park Commissioners to build a nature education center, restroom facility and a nature playground, if so desired.

Following the Conservation Foundation's procedures for requesting the amendment, the park district's attorneys have drafted the attached agreement. This agreement will be presented to the Conservation Foundation's Board at their next meeting. The attached agreement also contains the proposed locations of the future nature education center, restroom, and playground amenities.

This past summer, as the District was working on the amendment, the Graue Mill Country Condominiums and the Village of Hinsdale informed the Park District of the urgent need to have an emergency access - grass pave pathway for emergency vehicles to access the north side of the condominiums. (This pathway is noted on the future site amenities diagram.) The Conservation Foundation is receptive to allow this emergency access. Upon the approval of the amendment by the Conservation Foundation's Board and Park District's Board, the Village of Hinsdale and the Graue Mill Homeowner Association would make a request to the Oak Brook Park District Board for the emergency grass pave path, and if approved, would enter into an Intergovernmental Agreement with the Park District for such use. Upon the approval by the Board of Park Commissioners, the grass-pave would be installed by an approved contractor at the expense of the Graue Mill Homeowner Association.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The attorneys from both the Conservation Foundation and the Park District have reviewed the attached agreement. The Conservation Foundation has been receptive to these amendments.

**ACTION PROPOSED:**

For Review and Discussion Only.

## **FIRST AMENDMENT TO CONSERVATION EASEMENT**

**THIS FIRST AMENDMENT TO CONSERVATION EASEMENT** (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”) by and between the Oak Brook Park District, an Illinois unit of local government, 1450 Forest Gate Road, Oak Brook Illinois 60521 (“Park District” or “Grantor”) and The Conservation Foundation, an Illinois not-for-profit corporation, organized and operating pursuant to the Illinois Not-for-profit Corporation Act, 10 S. 404 Knoch Knolls Road, Naperville, Illinois 60565 (“Foundation” or “Grantee”). The Park District and the Foundation are sometimes referred to herein as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. Park District is owner in fee simple to certain real property legally described in **First Amendment Exhibit No. 1** attached hereto and incorporated by this reference (the “Protected Property”).

B. On November 13, 1995, the Park District granted certain rights to the Foundation pursuant to the Real Property Conservation Rights Act, 765 ILCS 120.0.01 *et seq.*, in two documents titled “Grant of Conservation Right in the form of an Easement,” (Conservation Easement”) and “Memorandum of Understanding: Dorothy Dean (“Mrs. Dean”)—Oak Brook Park District—Conservation Foundation of DuPage County” (“MOU”), and a copy of said documents are attached hereto as **First Amendment Exhibit No. 2**, incorporated herein by this reference.

C. The Parties now wish to amend the Conservation Easement in order to further enhance the public experience at the Protected Property and to further the objectives of the Conservation Easement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Grantor and Grantee do hereby amend the Conservation Easement as follows:

1. **Amendment to Conservation Easement.** The Conservation Easement is hereby amended by the deletion of Section 1 of the Grantor’s covenants (commencing at the end of p. 2 of the Conservation Easement) and replacement of said Section 1 with the following:

*[In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely that on the Protected Property, the Grantor, without the prior written consent of the Grantee, shall not]*

*1. Construct or place on the Protected Property any residential, commercial, industrial, office building, camping accommodations, or mobile homes, commercial advertising signs, billboards, dikes, berms, additional utilities (underground or overhead) or any other structures or improvements which are not consistent with the terms of this Conservation Easement. Notwithstanding the foregoing, the Grantor and Grantee agree to the following:*

- A. Pursuant to the terms of the MOU entered into contemporaneously with the Conservation Easement, the Parties and Mrs. Dean intended to use the barn, personal residence (the “Dean Home”) and other buildings then

located on the Protected Property, for the maintenance of the Protected Property and, as the Park District might determine in its discretion, the development of such buildings as a nature center so that the public would have a facility in which it might receive education, instruction and otherwise learn about nature preservation, wildlife, vegetation, husbandry and subjects and matters related to or part of the natural environment and its care.

- B. In 2011, the Park District assessed the possibility of developing the Dean Home into a nature sanctuary for public use, whereupon it was discovered that the Dean Home contained asbestos and mold and was in need of extensive repair and renovation. Grantee further determined that the costs associated with restoration and retrofitting of the Dean Home for use as a Nature Center was financially prohibitive, and with the Foundation's consent, the home was demolished in November of 2011.
- C. Following extensive consultation with Grantee, Grantor developed a conceptual plan to design, construct, operate and maintain a nature center, separate restroom facility, nature playground (adjacent to the nature center), and a "grass grid" driveway to allow emergency access to the Graue Mill Condo Community (collectively, the "Nature Center Improvements"), all where tentatively indicated on the preliminary concept plan ("Concept Plan"), attached to this First Amendment to Conservation Easement hereto as **First Amendment Exhibit No. 3.**
- D. Grantor subsequently prepared and submitted to Grantee an application for amendment to the Conservation Easement, with the requisite Concept Plan and application fee (collectively the "Application"), to secure Foundation approval of the Nature Center Improvements. The Application is attached hereto as **First Amendment Exhibit No. 4.**
- E. Grantee examined the Application and the Concept Plan to determine its sufficiency under Grantee's Conservation Easement Amendments Land Conservation Policy ("Easement Amendment Policy") attached hereto as **First Amendment Exhibit No. 5.** and applicable law, and determined that:
  - 1) The Nature Center Improvements are consistent with the purpose and intent of the Conservation Easement;
  - 2) The level of protection of the conservation values contained in the Conservation Easement will be the same or greater following adoption of this Amendment;
  - 3) This Amendment updates obsolete terms contained in the Conservation Easement pertaining to use of the original barn, house and related buildings;
  - 4) This Amendment meets the requirements of Sections 3 and 6 of Grantee's Easement Amendment Policy;



- 5) This Amendment is consistent with the Real Property Conservation Rights Act and all other governing law applicable to the Conservation Easement as defined therein.
- F. Based on the findings set forth in Subsection E immediately above, Grantee has approved Grantor's Application for the design, construction, operation, and maintenance of the Nature Center Improvements as generally described in **First Amendment Exhibit Nos. 3 and 4** hereof, subject to the following conditions:
- 1) Grantee shall have the right to prior review and approval of all site plans, architectural and engineering plans, and elevations, provided that said approval shall not be unreasonably withheld, delayed or conditioned.
  - 2) Grantee shall have the right to prior review and approval of any and all plans and specifications required by any entity with jurisdiction over the design and construction of the Nature Center Improvements, including but not by limitation, zoning and building codes, stormwater ordinances, and wetlands regulations and all other applicable laws, ordinances, regulations, and codes of the Village of Oak Brook, DuPage County, the state of Illinois or the federal government; provided that no approval under this subsection shall be unreasonably withheld, delayed or conditioned.
  - 3) Grantor will include appropriate interpretative signage.
  - 4) Grantor shall be solely responsible for all costs and expenses related to the permitting, design, construction, operation and maintenance of the Nature Center Improvements.
  - 5) Grantor shall provide Grantee with a current schedule during the construction of the Nature Center Improvements.
  - 6) Grantor shall require its architects, engineers and contractors to comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes in the design and construction of the Nature Center Improvements.
  - 7) Grantor shall notify Grantee of any concealed or unknown conditions promptly upon Grantor's discovery of same.
  - 8) Grantor shall require its contractors to confine its operations to areas that in Grantor's reasonable discretion will minimize the impact on the Protected Property.
  - 9) Grantee agrees to cooperate with Grantor in any attempt by Grantor to secure any third party financial assistance for the design, construction, operation and maintenance of the Nature Center Improvements.
  - 10) Grantor shall indemnify and hold Grantee harmless from any claims, liability, costs, attorney fees, judgments or expenses to Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or claims of any nature by third

parties arising from any work or actions taken under this Amendment by Grantor or any employee, contractor, agent or other person or entity undertaking any work or actions on behalf of Grantor.

G. Subject to the conditions set forth in Subsection F immediately above, Grantor is hereby authorized to proceed with design and construction of any of the Nature Center Improvements at such time as Grantor determines to be appropriate, in its sole and absolute discretion. Grantor and Grantee acknowledge that Grantor has included the restroom facilities in its capital improvements plan to occur within the next ten (10) years, but that no deadline for construction and opening of said restroom facilities or any of the other Nature Center Improvements is established by this Amendment.

H. Grantor and Grantee further acknowledge and agree that:

- 1) Grantor will endeavor to build the education center at a location that minimizes site impact and mitigates disturbances to the hydrological cycle.
- 2) The location of the former Dean Home is an appropriate location for the nature center, acceptable to Grantee.
- 3) The nature center and restroom building will be designed and constructed according to sound environmental practices and in a manner that blends said improvements into the natural surroundings.
- 4) Grantor and its contractors are further granted the authority to do the following to the minimum extent necessary to construct and maintain the Nature Center Improvements:
  - a. Upgrade parking to meet ADA requirements and install a grass access way for adjoining residential development;
  - b. Cut live or standing dead trees, grasses and forbs as needed;
  - c. Cut, and/or fill, grade and/or otherwise change the topography of the Protected Property as needed;
  - d. Excavate and install, and grant easements for the excavation, installation, operation and maintenance of any and all improvements necessary to provide utility services to the Nature Center Improvements, including but not by limitation, services for water, gas, cable, electric, stormwater, sanitary services where required, provided that the Parties agree to locate required utilities along the corridor of the existing roadway to the greatest extent possible;
  - e. Stage vehicles, equipment and materials as required for construction.

- f. Provide for ingress and egress of construction vehicles, material and workers;
    - g. Install temporary construction fencing, water removal;
    - h. Take and perform such other actions as may be reasonably necessary to complete construction in accordance with customary practices.
  - 5) Grantor shall transmit copies of any and all permits, licenses, authorizations, ordinances, and letters of approval pertaining to the design and construction of the Nature Center Improvements upon receipt of same.
  - 6) Grantee shall have the right to review minutes of construction meetings and consult with Grantor's project architect, general contractor or construction manager as the case may be, in order to confirm that construction is proceeding according to approved plans and specifications.
  - 7) Grantor shall require all construction managers, architects, engineers, contractors, subcontractors and suppliers to procure and maintain insurance in such types and amounts as are customarily provided by such entities to Grantor on its public construction projects. Grantor shall require all entities providing labor, material or services for the design or construction of the Nature Center Improvements to name Grantee as an additional insured for applicable coverages. Grantor shall require all contractors to provide performance and payment bonds if and as required by the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*
  - 8) Upon completion of the construction, Grantor shall provide Grantee with a final set of marked-up plans and specifications or as-built drawings for the Nature Center Improvements.
2. Remaining Conservation Easement Provisions. All other provisions, terms and conditions of the Conservation Easement not modified by this Amendment shall remain in full force and effect without revision. In the event of any conflict between the provisions of this Amendment and the provisions of the Conservation Easement, the provisions of this Amendment will control.
3. Nature of Amendment. This First Amendment to Conservation Easement is a conservation right in the form of an easement and shall be recorded in the office of the DuPage County Recorder of Deeds by the Grantee promptly following its execution in full. Once recorded, Grantee shall direct the Recorder to cause a copy of this Amendment to be mailed to the Illinois Department of Natural Resources.
4. Amendment Runs with Land. The covenants, terms, conditions and restrictions set forth in this First Amendment to Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

5. Applicable Law and Attorney Fees. This Amendment shall be governed and construed in accordance with the laws of the State of Illinois, and the parties hereto hereby agree and consent to submit themselves to any court of competent jurisdiction situated in DuPage County, Illinois. In any action to enforce any of the terms of this Amendment, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

**IN WITNESS WHEREOF, THE OAK BROOK PARK DISTRICT**, an Illinois unit of local government, and **THE CONSERVATION FOUNDATION**, an Illinois not-for-profit corporation hereby agree to this First Amendment to Conservation Easement by causing this instrument to be signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2018.

**OAK BROOK PARK DISTRICT**, an Illinois unit of local government

By: \_\_\_\_\_  
Sharon Knitter, President  
Oak Brook Park District  
Board of Park Commissioners

**ATTEST:**

By: \_\_\_\_\_  
Laure Kosey, Secretary  
Oak Brook Park District  
Board of Park Commissioners

**THE CONSERVATION FOUNDATION**, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Brook McDonald, President/CEO  
The Conservation Foundation

**ATTEST:**

By: \_\_\_\_\_  
[Title]

**FIRST AMENDMENT EXHIBIT NO. 1**

THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

**FIRST AMENDMENT EXHIBIT NO. 2**

**[MEMORANDUM OF UNDERSTANDING AND GRANT OF CONSERVATION RIGHT IN  
THE FORM OF AN EASEMENT  
DATED NOVEMBER 13, 1995]**

Dorothy Dean Cavanaugh  
15 Canterbury Lane  
Oak Brook, Illinois 60521

November 10, 1995

Conservation Foundation of  
DuPage County  
c/o Scott M. Day  
Attorneys at Law  
300 E. 5th Avenue  
Suite 365  
Naperville, Illinois 60563

re: Donation of the Dean Farm  
15 Canterbury Lane  
Oak Brook, Illinois  
As the Dorothy and Sam Dean  
Nature Sanctuary

Ladies and Gentlemen:

Per our conversations and understanding, enclosed please find a deed to the Foundation of my interest in the Dean Farm. This deed is a donation to the work of the Foundation and as part of that work, the farm is to be kept as a nature sanctuary. To accomplish this goal, it is understood that the Foundation may, by mesne conveyance, transfer the Farm to the Oak Brook Park District. In such event, the Foundation shall obtain from the Park District an easement, including covenants, conditions and restrictions, providing that the farm will be kept as a nature sanctuary. Any such easement document is to be approved by me before any transfer is consummated. In the event the Foundation obtains funds from the transfer to the Park District, those funds shall be held and expended by the Foundation from the "Dorothy and Sam Dean Nature Sanctuary Endowment." Such Endowment shall be used by the Foundation to acquire and preserve open space in and around the DuPage County area. Further, the Foundation has advised me that it is a charitable, religious or educational foundation having been granted exemption under Section 501(C)(3) of the Internal Revenue Code and that contributions to it are "tax deductible" under that code.

I appreciate the work you are doing in our community to enhance our natural environment, and hope that this donation will enable you to carry on with your efforts in making our community a more healthful and better place.

Very truly yours,

Dorothy Dean Cavanaugh

Accepted and agreed to.  
Date: November 13, 1995

Conservation Foundation of  
DuPage County

By: [Signature]  
President

GRANT OF CONSERVATION RIGHT IN THE FORM OF AN EASEMENT

THIS INDENTURE, made this 13 day of November, 1995, by and between OAK BROOK PARK DISTRICT, a body politic and corporate (hereinafter called "Grantor"), and the CONSERVATION FOUNDATION OF DUPAGE COUNTY (formerly the Forest Foundation), a not-for-profit corporation whose primary purpose includes the conservation of land, natural areas, open space and water areas under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple subject to a life estate of certain real property as described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Protected Property"); and

WHEREAS, the Grantee is dedicated to the preservation of natural areas and resources in DuPage County, and is empowered to acquire an interest in real estate through easement under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., with an office at 703 Warrenville Road, Wheaton, Illinois; and

WHEREAS, the Protected Property has significant natural, scenic, and aesthetic value in its present state to the Grantee and to the general public, and has functional environmental value related to wetland preservation and flood water management; and

WHEREAS, the Grantee further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views, wetland preservation, and flood water management, be preserved and maintained; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right in the form of an Easement under the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Acts 80-584 (Illinois Revised Statutes, Chapter 30, Section 401, et seq.) as 765 ILCS Ch. 120/0.01, et seq., amended from time to time (hereinafter called the "Property Conservation Act"), on, over and across the Protected Property, desire and intend to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property, and the scenic, aesthetic and special natural character of the Protected Property including the mixed hardwood trees, native grass and forbs, wildlife, the ponds,



floodplain and wetlands located therein, and have the common purpose of conserving the natural values of the Protected Property by the conveyance of a Conservation Easement over and across the Protected Property; and

WHEREAS, Grantor and Grantee recognize that the ponds, wetlands and wooded areas located on the Protected Property will provide valuable habitat for wildlife and will maintain water recharge areas; and

WHEREAS, the Grantee is accepting this Conservation Easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby.

NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby convey and grant unto the Grantee and to its successors and assigns, forever, a Conservation Easement in perpetuity on, over, and across the Protected Property consisting solely of the following:

1. The right of the Grantee and the general public to view and traverse the Protected Property in its scenic and present condition on trails and in areas therefore designated and from public areas such as streets, picnic areas, and the like; and

2. The right of the Grantee to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure of Grantee to act; and

3. The right of the Grantee to enter the Protected Property only at reasonable times and with prior notice to Grantor for the limited purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this Conservation Easement. The Grantee shall indemnify the Grantor for any liability, cost or expense related in any way to the Grantee's inspection of the Protected Property.

In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that on the Protected Property, the Grantor, without the prior written consent of the Grantee, shall not:

1. Construct or place on the Protected Property any residential, commercial, industrial, office building, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, additional utilities (underground or overhead) or any other structures or improvements which are not consistent with the terms of this Conservation Easement. This does

not mean, however, that the Grantor or the Life Tenant may not maintain, repair, or preserve, and in so doing alter the existing residence and barn on the Property for permitted uses of those buildings.

2. Construct public roads or dedicate rights of way for roads on the Protected Property other than public access ways and parking for the Grantor's public open space uses.

3. Fill, dredge, mine, dike, or change the topography of the land on the Protected Property except in order to enhance its ecological character or persons to applicable law, rule or regulation.

4. Cut live or standing dead trees, grasses, and forbs, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent non-native species, imminent hazard, disease or fire or to restore natural habitat areas or native vegetation.

5. Subdivide the Protected Property in any manner whether legal or de facto.

6. Dump, place or store, or permit to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material, provided that the Grantor may employ sound conservation practices such as prescribed burning and brush control, in order to restore and manage the natural resources on the Protected Property.

7. Permit any activity on the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees detrimental to land conservation or any use that would change the natural character of the Protected Property; provided, however, the Grantor may from and after the date hereof plant and harvest on the Protected Property native grasses, forbs, shrubs, trees and bushes so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 6 inclusive.

8. Permit the operation of snowmobiles, dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle over the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees except on access ways and parking lots on the Property or when used in conjunction with sound conservation management activities and so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 7, inclusive.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee and its respective successors and assigns forever.

Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space purposes and all other purposes not inconsistent with this Conservation Easement, including passive recreational uses and other recreational use as approved by Grantee.

Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes, and that the Grantee will not assign its respective rights and obligations under this Conservation Easement except to another organization or agency whose primary purposes include the conservation of land, natural areas, open space, or water areas, or the preservation of native plants or animals, and is qualified to hold such interests under applicable state laws and that each instrument of subsequent conveyance shall expressly require the agreement of the assignee or transferee to be bound by the terms and provisions hereof, including, without limitation, the agreements of the Grantee as set forth herein and not in exchange for money, or other property or services.

If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance from time to time of adequate comprehensive general liability coverage relating thereto.

The Grantor and Grantee each agree that the covenants, terms, conditions, and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

The Grantor and, by its acceptance hereof, the Grantee, agree as follows:

1. Whenever the Grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purposes of this Conservation Easement.

2. No right of access by the general public to any portion of the protected Property is conveyed by this Conservation Easement

but this provision shall not be deemed to affect the right of the Grantor to grant such access.

3. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Illinois.

4. The covenants, terms, conditions and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

IN WITNESS WHEREOF, OAK BROOK PARK DISTRICT, a body politic and corporate, hereby grants the foregoing Conservation Easement by causing this instrument to be signed and sealed this 13 day of November, 1995.

OAK BROOK PARK DISTRICT, a body  
corporate and politic

By: John T. O'Brien

President

ATTEST: Cathy Ann Scangraese

Secretary

ACCEPTANCE

The foregoing Conservation Right and restriction is hereby duly accepted by the Grantee, the CONSERVATION FOUNDATION OF DUPAGE COUNTY, this 13 day of November, 1995.

CONSERVATION FOUNDATION OF DU PAGE  
COUNTY, an Illinois not-for-profit  
corporation

By: Robert Schillerstrom

Robert Schillerstrom, President

ATTEST: Betty Brackman

Secretary



GRANT OF CONSERVATION RIGHT IN THE FORM OF AN EASEMENT

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between OAK BROOK PARK DISTRICT, a body politic and corporate (hereinafter called "Grantor"), and the CONSERVATION FOUNDATION OF DUPAGE COUNTY (formerly the Forest Foundation), a not-for-profit corporation whose primary purpose includes the conservation of land, natural areas, open space and water areas under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple subject to a life estate of certain real property as described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Protected Property"); and

WHEREAS, the Grantee is dedicated to the preservation of natural areas and resources in DuPage County, and is empowered to acquire an interest in real estate through easement under the Real Property Conservation Rights Act, as amended from time to time, 765 ILCS 120/0.01, et seq., with an office at 703 Warrenville Road, Wheaton, Illinois; and

WHEREAS, the Protected Property has significant natural, scenic, and aesthetic value in its present state to the Grantee and to the general public, and has functional environmental value related to wetland preservation and flood water management; and

WHEREAS, the Grantee further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views, wetland preservation, and flood water management, be preserved and maintained; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right in the form of an Easement under the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Acts 80-584 (Illinois Revised Statutes, Chapter 30, Section 401, et seq.) as 765 ILCS Ch. 120/0.01, et seq., amended from time to time (hereinafter called the "Property Conservation Act"), on, over and across the Protected Property, desire and intend to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property, and the scenic, aesthetic and special natural character of the Protected Property including the mixed hardwood trees, native grass and forbs, wildlife, the ponds,

EXHIBIT C

floodplain and wetlands located therein, and have the common purpose of conserving the natural values of the Protected Property by the conveyance of a Conservation Easement over and across the Protected Property; and

WHEREAS, Grantor and Grantee recognize that the ponds, wetlands and wooded areas located on the Protected Property will provide valuable habitat for wildlife and will maintain water recharge areas; and

WHEREAS, the Grantee is accepting this Conservation Easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby.

NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby convey and grant unto the Grantee and to its successors and assigns, forever, a Conservation Easement in perpetuity on, over, and across the Protected Property consisting solely of the following:

1. The right of the Grantee and the general public to view and traverse the Protected Property in its scenic and present condition on trails and in areas therefore designated and from public areas such as streets, picnic areas, and the like; and

2. The right of the Grantee to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure of Grantee to act; and

3. The right of the Grantee to enter the Protected Property only at reasonable times and with prior notice to Grantor for the limited purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this Conservation Easement. The Grantee shall indemnify the Grantor for any liability, cost or expense related in any way to the Grantee's inspection of the Protected Property.

In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that on the Protected Property, the Grantor, without the prior written consent of the Grantee, shall not:

1. Construct or place on the Protected Property any residential, commercial, industrial, office building, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, additional utilities (underground or overhead) or any other structures or improvements which are not consistent with the terms of this Conservation Easement. This does

not mean, however, that the Grantor or the Life Tenant may not maintain, repair, or preserve, and in so doing alter the existing residence and barn on the Property for permitted uses of those buildings.

2. Construct public roads or dedicate rights of way for roads on the Protected Property other than public access ways and parking for the Grantor's public open space uses.

3. Fill, dredge, mine, dike, or change the topography of the land on the Protected Property except in order to enhance its ecological character or persons to applicable law, rule or regulation.

4. Cut live or standing dead trees, grasses, and forbs, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent non-native species, imminent hazard, disease or fire or to restore natural habitat areas or native vegetation.

5. Subdivide the Protected Property in any manner whether legal or de facto.

6. Dump, place or store, or permit to be dumped, placed or stored, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material, provided that the Grantor may employ sound conservation practices such as prescribed burning and brush control, in order to restore and manage the natural resources on the Protected Property.

7. Permit any activity on the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees detrimental to land conservation or any use that would change the natural character of the Protected Property; provided, however, the Grantor may from and after the date hereof plant and harvest on the Protected Property native grasses, forbs, shrubs, trees and bushes so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 6 inclusive.

8. Permit the operation of snowmobiles, dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle over the Protected Property by Grantor or its successors and their respective agents and employees, licensees, and invitees except on access ways and parking lots on the Property or when used in conjunction with sound conservation management activities and so long as any such activity does not violate any of the other restrictions set forth in the preceding clauses 1 through 7, inclusive.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee and its respective successors and assigns forever.

Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property to use the Protected Property for open space purposes and all other purposes not inconsistent with this Conservation Easement, including passive recreational uses and other recreational use as approved by Grantee.

Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes, and that the Grantee will not assign its respective rights and obligations under this Conservation Easement except to another organization or agency whose primary purposes include the conservation of land, natural areas, open space, or water areas, or the preservation of native plants or animals, and is qualified to hold such interests under applicable state laws and that each instrument of subsequent conveyance shall expressly require the agreement of the assignee or transferee to be bound by the terms and provisions hereof, including, without limitation, the agreements of the Grantee as set forth herein and not in exchange for money, or other property or services.

If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance from time to time of adequate comprehensive general liability coverage relating thereto.

The Grantor and Grantee each agree that the covenants, terms, conditions, and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute servitudes running with the Protected Property in perpetuity.

The Grantor and, by its acceptance hereof, the Grantee, agree as follows:

1. Whenever the Grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purposes of this Conservation Easement.

2. No right of access by the general public to any portion of the protected Property is conveyed by this Conservation Easement



# MEMORANDUM OF UNDERSTANDING

Dorothy Dean — Oak Brook Park District—Conservation

Foundation of DuPage County

Dorothy and Sam Dean Nature Sanctuary, Canterbury Lane, Oak Brook, Illinois

**Parties:** Oak Brook Park District, an incorporated  
Illinois general park district (the "District")

and

Dorothy Dean ("Mrs. Dean")

and

Conservation Foundation of DuPage County, an  
Illinois not-for-profit corporation (the  
"Foundation")

**Date:** November , 1995

**Subject:** The Dorothy and Sam Dean Nature Sanctuary  
Canterberry Lane  
Oak Brook, Illinois  
(the "Nature Sanctuary")

**Background:** Mrs. Dean is in the process of making a donation of her residence and surrounding property, the Dean Farm, 15 Canterbury Lane, Oak Brook, Illinois as a nature sanctuary. This donation is part of a complex transaction involving the District, the Foundation, McDonald's Corporation and the Harris Trust and Saving Bank as the Trustee of the Sam E. Dean Insurance Trust (the "Trust"). In this transaction, Mrs. Dean is reserving a life estate, the Foundation is receiving the sum of \$1.25 Million, the Trust is receiving the sum \$1.5 Million and the District is obtaining the Nature Sanctuary (which has a fair market value of about \$5 Million) by trading its Autumn Oaks Park to McDonald's in exchange for the Nature Sanctuary and a substantial payment in addition to the amounts stated above. It is contemplated that the Foundation shall purchase and obtain from the District a certain easement including covenants, conditions and restrictions concerning the preservation of the property as a nature sanctuary as set forth in a document between the Foundation and District entitled Grant of Conservation Right in Form of an Easement (the "Nature Easement").

**Name:** The Nature Sanctuary shall be known as the  
"Dorothy and Sam Dean Nature Sanctuary" (the  
"Sanctuary Name."). At the time the District has

the right to possession and the right to use all or a portion of the Nature Sanctuary (as is the case at the end of Mrs. Deans life estate or upon her releasing or conveying the same as contemplated below), the District shall cause appropriate signature to be installed at the entrance thereto identifying the Nature Sanctuary with the Sanctuary Name. Such sign may also provide such other information as is appropriate to a District facility, but in any event, if such sign is installed during Mrs. Deans life time, it shall be first approved in writing by her.

**Future  
Gift:**

It is Mrs. Deans intention to release (or quit claim) her life estate to a substantial part of the Nature Sanctuary (described below as the Released Property) to the District during calendar year 2001 or at another time she designates. The effect of such release or conveyance shall be the termination of her life estate in the Released Property. Such termination shall be a contribution to the District so that the District shall then be the holder of the fee estate unencumbered by the life estate in the Released Property, and the District can then immediately use the Released Property for the public purpose of a nature sanctuary as described in the Nature Easement; upon Mrs. Deans notice to the District of such release or conveyance, the District shall accept the same.

**Released**

**Property:** The Southeast Quarter of the Northeast Quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois excepting there from:

That portion of the East 500.70 feet of the South 435 feet of the North 960 feet of such Quarter Quarter Section (PIN 06-36-202-018) lying West of Salt Creek and an easement for ingress and egress for all forms of conveyance for the benefit of such excepted parcel.

**Use During**

**Mrs. Deans**

**Life Time:** Upon the release or conveyance of the Released Property to the District by Mrs. Dean, the Released Property shall be used and maintained by the District in accordance with the Nature Easement for passive recreational uses (no

baseball, football, soccer or other athletic fields), such as, by way of illustration and not limitation, a natural area and nature preserve (as such terms are defined in the Illinois Compiled Statutes, 525 ILCS 30/3.10 and 525 ILCS 30/3.11) where people can walk, cross country ski, horse back ride and otherwise use the trails and pathways located thereon for foot and animal conveyance (no motorized forms of conveyance shall be allowed) to observe and enjoy the vegetation and wildlife there to be found.

Use of  
the

**Buildings:** After the expiration of Mrs. Deans life estate, the District shall, as long as it is economically feasible, use the barns, residence and other buildings on the Nature Sanctuary for the maintenance of the preserve and, as the District determines in its discretion that it has the financial means, develop such buildings as a nature center so that the public has a facility in it may receive education, instruction and otherwise learn about nature preservation, wildlife, vegetation, husbandry, and subjects and matters related to or part of our natural environment and its care. Included in such use may be, at the discretion of the District, childrens activities and interests, matters of interest to older adults and families, all consistent with the intentions expressed in the Nature Easement.

**Enforcement:** During her life, the District acknowledges and grants that Mrs. Dean (in addition to the Foundation) may enforce the Nature Easement. At the expiration of the life estate of Mrs. Dean, the Foundation shall enforce the nature preservation easement, covenants, conditions and restrictions with a view to the intents and purposes expressed in this Memorandum of Understanding.

**Upkeep:** For that portion of the Nature Sanctuary subject to Mrs. Deans life estate, she shall keep and maintain the same as is consistent with a nature sanctuary as provided above, but subject to the reasonable use of the property for residential purposes and, in her discretion, for such other uses that a life tenant may enjoy under applicable law. Mrs. Dean shall pay the real estate taxes on all portions of the Nature Sanctuary subject to her life estate.

**Tax**

**Assess-  
ment:**

The District shall cooperate with Mrs. Dean in requesting the local and county assessment authorities to reduce the tax assessment on the Nature Preserve taking into account the ownership of the District, the life estate of Mrs. Dean, the provisions of this Memorandum of Understanding, the Nature Easement and other relevant matters concerning the assessment of the property for real estate tax purposes.

Conservation Foundation of  
DuPage County, and Illinois  
not-for-profit corporation

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

*[Signature]*  
Its President

*[Signature]*  
Dorothy Dean

Oak Brook Park District, an  
incorporated Illinois general  
park district

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

*[Signature]*  
Its Chairman

I approve the provisions of the Grant of Conservation  
Right in the Form of an Easement a copy of which is attached  
hereto.

Dorothy Dean  
Dorothy Dean

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

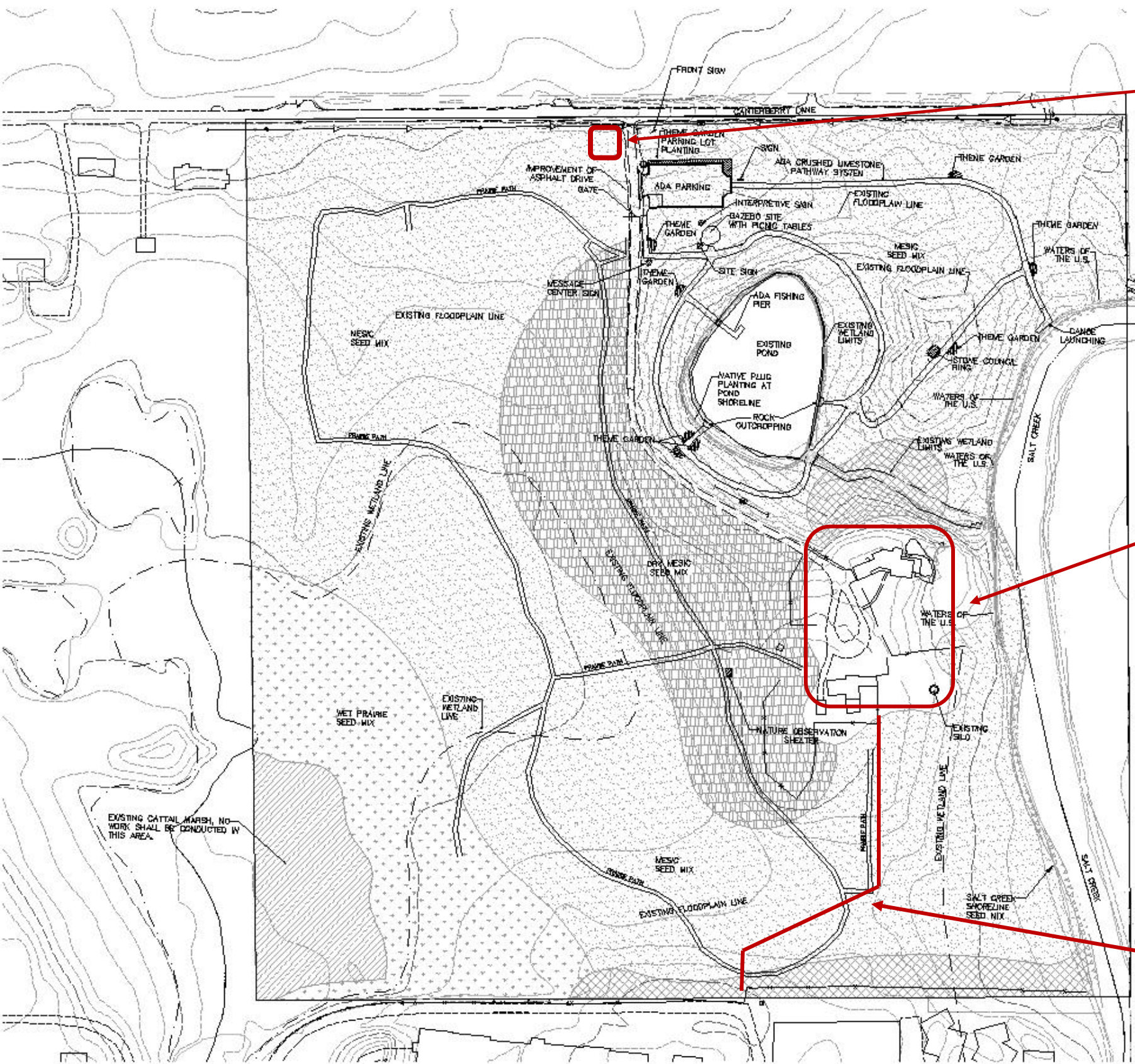
THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH,  
RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY,  
ILLINOIS.

**FIRST AMENDMENT EXHIBIT NO. 3**

**[CONCEPT PLAN]**



Concept Plan



NOTE:  
TOPOGRAPHIC INFORMATION OUTSIDE OF  
THE PROJECT LIMITS IS PER DUPAGE  
COUNTY 2-FOOT CONTOUR MAP.

NOTE:  
AS-BUILT INFORMATION PROVIDED BY  
CGL, LTD., JOB NO. 3782.01 DATED  
10/30/09 AND REVISED 12/10/09

**LEGEND:**

- DRY MESIC SEED MIX 3.79 ACRES
- WET PRAIRIE SEED MIX 29.36 ACRES
- WET PRAIRIE SEED MIX 3.13 ACRES
- DRY SAVANNA SEED MIX 1.58 ACRES
- SALT CREEK SHORELINE SEED MIX 0.25 ACRES
- PROPOSED NATIVE PLANTING AT POND SHORELINE - 3000 PLANTS
- EXISTING CATTAIL MARSH NO WORK SHALL BE CONDUCTED IN THIS AREA
- THEME GARDEN INTERPRETIVE SIGN WILL BE PLACED BY THE GARDENS

The future location of the restroom facilities will be located near the entrance of the sanctuary and gravel pave parking lot. This area has minimal changes in elevation, making it conducive to building the restroom facilities.

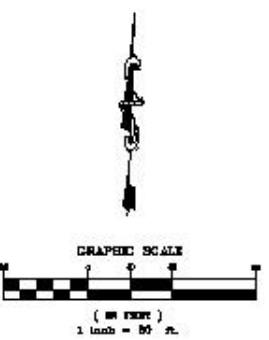
The prior location of the Dean Family Residence has been recommended as the future location of the Dorothy and Sam Dean Nature Education Center and the adjacent nature playground. This location will minimize disturbance to the remnant and restored prairie habitats and is accessible by the existing driveway.

Approximate location of emergency access road.

**NATIVE TREE SCHEDULE**

QTY	SIZE	SCIENTIFIC NAME	COMMON NAME
16	1" DIA.	QUERCUS LACINIA	SHARP POINT OAK
16	1" DIA.	QUERCUS STORACEA	SWAMP WHITE OAK
16	1" DIA.	QUERCUS PRINCEPI	RED OAK

NOTES:  
1.) 8 BLUE BIRD HOUSES ARE INSTALLED  
2.) 60 OAK TREES ARE PLANTED



Dean Nature Sanctuary  
Conservation Easement Amendment  
October 15, 2018

**COWHEY GUDMUNDSON LEDER, LTD.**  
CONSULTING ENGINEERS \* LAND SURVEYORS \* NATURAL RESOURCES

330 PARK BOULEVARD  
ITASCA, ILLINOIS 60143  
(830) 250-0505

212 WEST MONROE  
CHICAGO, ILLINOIS 60610  
(312) 760-9090

**REVISIONS**


**DEAN NATURE SANCTUARY**  
OAK BROOK, ILLINOIS

**AS BUILT - RESTORATION AREA**

PROJECT NO. 3782.01  
DATE 01/27/10  
SCALE 1"=50'  
DESIGNED BY SY  
DRAWN BY JP  
CHECKED BY MB

SHEET 1 OF 1  
© COPYRIGHT 2007



**FIRST AMENDMENT EXHIBIT NO. 4**

**[APPLICATION]**

# EXHIBIT 4

## APPLICATION

January 8, 2018

Brook McDonald, President/CEO  
The Conservation Foundation  
10 S 404 Knoch Knolls Road  
Naperville, IL 60565

Re: Request for an amendment to the Conservation Easement at the Dean Nature Sanctuary

Dear Brook McDonald and the Board of Trustees of the Conservation Foundation,

When Dorothy Dean generously agreed for her property to become the Dorothy and Sam Dean Nature Sanctuary, she envisioned her property to be a sanctuary for the wildlife of DuPage County and her home and other buildings being used as an education center where the public could learn about the nature.

After the Park District obtained stewardship of the property, the Board of Commissioners and staff hired the services of Pizzo and Associates to develop a master plan. With the assistance of an OSLAD Grant from the Illinois Department of Natural Resources and approval by the Conservation Foundation, the master plan restored the Dean Nature Sanctuary land to the native prairie, oak savannah and wetland habitats, and also provided an ADA fishing pier on the pond, a canoe/kayak launch on the Salt Creek, a crushed limestone walking trail which meanders by six interpretive gardens featuring the native plant life. To minimize water runoff and to preserve the water quality of the pond, a gravel pave parking lot was installed. These projects were completed in 2011 and the Dean Nature Sanctuary is currently enjoyed by the many visitors of families, youth groups, and nature enthusiasts.

The Oak Brook Park District evaluated with high hopes for the possible use of the Dean home for a nature education center. Meetings were held with the Village of Oak Brook building and zoning, and additional analyses were completed to understand the requirements of bringing the home into compliance with current building codes. These evaluations determined that it would be financially challenging to bring the home into compliance. The Oak Brook Park District Board of Commissioners and leadership staff discussed the code issues with Conservation Foundation officers and it was determined that it would be more effective to demolish the home and in the future, build a new nature education center. The home was demolished in November 2011 and the home site has become a lovely field. During the 2012 Open House for the Dean Nature Sanctuary, this open field, was utilized for educational purposes. The event was well attended and confirmed the public's benefit of having an education center as Dorothy Dean envisioned.

The Oak Brook Park District looks forward to future improvements at the Dean Nature Sanctuary, which is the reason for this letter. Currently, the conservation easement with the Conservation Foundation provides for the development of an educational facility by using the Dean Residence. The Oak Brook Park District is seeking an amendment to the conservation easement to permit the building of a nature education center and public restroom facility at the Dean Nature Sanctuary.

The Oak Brook Park District Board of Commissioners has placed the building of the restroom facility on the capital improvements plan to occur within the next ten years. It has been envisioned that this facility would be built near the existing gravel pave parking lot, to minimize site impact and provide ease of access for Dean Nature Sanctuary visitors.

A time frame for the building of the educational nature center has not yet been identified. It is envisioned for the education center to be built at a location that minimizes site impact and mitigates disturbances to the hydrological cycle. Though not yet identified by an engineering analysis, it is thought the prior location of the home may be a good location for the nature center. The nature education center's orientation and building exterior will maximize the use of natural lighting and passive strategies to lower energy use; and demonstrate ways to use resources like solar energy and water through the use of rainwater harvesting and building integrated photovoltaics. It is the park district's intent to create the nature learning center to maximize these learning opportunities as much as our financial resources will allow.

The nature education center and restroom buildings will demonstrate sound environmental practice and designed to blend into the natural surroundings and topography.

The Oak Brook Park District appreciates its partnership with the Conservation Foundation which has brought forth the amenities already being enjoyed by Dean Nature Sanctuary visitors.

The Oak Brook Park District Board of Commissioners are respectfully requesting the Conservation Foundation Board's consideration of an amendment to the conservation easement to permit the building of these facilities for the educational benefit of visitors at the Dean Nature Sanctuary.

Sincerely,

Laure L. Kosey, Executive Director

**FIRST AMENDMENT EXHIBIT NO. 5**

**[EASEMENT AMENDMENT POLICY]**

## Conservation Easement Amendments

The success of The Conservation Foundation's conservation easement program is dependent on landowner confidence that the Foundation will meet its obligation to monitor and enforce the terms of its easements. This confidence would be seriously eroded if the Foundation allowed modifications of its conservation easements that reduce the conservation values of the protected land. Easement amendments could also conflict with policies of the Internal Revenue Service.

Therefore, it is the policy of The Conservation Foundation to hold and enforce its conservation easements as written. As such, it will permit amendments to easements only in exceptional circumstances. It is the expressed intent that this policy be based on the premise that an amendment reflects a change for the better. **The amendment must never result in a net degradation of the conservation values the easement is designed to protect.** Any request for an easement amendment will be reviewed according to the procedures set forth in this policy, and will be implemented where the Board of Trustees determines that:

- 1) The requested modification is warranted under one or more of the Purposes set forth below;
- 2) There are no feasible alternatives available to achieve that purpose; and
- 3) It is the minimum change necessary to satisfy that purpose.

Unless the amendment is requested by The Conservation Foundation, the landowner requesting the amendment shall pay all staff costs for the amendment, whether or not the request is approved; and, if approved, all additional costs for its implementation, if any.

### Purpose of Requested Amendment

The Conservation Foundation will consider amendments to easements only if they satisfy one or more of the following circumstances:

- 1) **Enhanced protection.** The proposed amendment would significantly enhance the resource protection of the easement.
- 2) **Prior agreement.** In a few cases, a conservation easement may have a specific provision allowing modification of the easement at a future date under specific circumstances. Such agreements must be set forth in the conservation restriction document or in a separate document at the time the conservation agreement was executed.
- 3) **Correction of an error or ambiguity.** The Foundation may authorize an amendment to correct an error or oversight made at the time the conservation easement was executed. This may include, but is not limited to, a misspelling, correction of a legal description, inclusion of standard language or exhibits unintentionally omitted, and clarification of ambiguous language or obsolete terms.
- 4) **Clarification or upgrade of easements.** The Foundation or Grantor may seek to modify an easement in such a way as to conform to current standards and/or formats.
- 5) **Settlement of condemnation proceedings.** Easements held by the Foundation may become subject to condemnation proceedings. Where it appears that the condemnation power would be properly exercised, the Foundation may enter into a settlement agreement with the condemning authority in order to avoid the expense of litigation. In reaching such an agreement, the Foundation shall attempt to preserve the intent of the

original conservation easement to the greatest extent possible. In the event that the Foundation is compensated for the extinguishment or amendment of a conservation easement, the Foundation shall use the funds to further conservation activities in its service area.

- 6) **Amendments consistent with conservation purpose and values.** The Foundation may authorize other modifications of a conservation easement if the modification is consistent with the statement of purpose contained within the easement document, and if the new level of protection of conservation values provided by the amended easement is the same or greater than that provided by the easement before the amendment.

#### **Procedures for Requesting an Amendment**

Either The Conservation Foundation or the landowner may propose an amendment. Any landowner seeking a modification of an existing conservation easement shall file a request in writing with the Foundation stating what change is being sought and the specific reasons it is needed or warranted. Where appropriate, the request shall also be accompanied by a map and other documentation. Unless waived by the Board of Trustees, the request shall also be accompanied by a payment of \$500 to cover the Foundation's costs. *Any unexpended portion of the fee shall be refunded; the landowner shall be responsible for all costs exceeding the initial fee, including staff and legal costs.*

The President/CEO shall review all requests and, where appropriate, refer them to the staff for evaluation, site visit and recommendation. The review shall include consultation with the Foundation's legal counsel and, when feasible, with the principal parties to the original agreement, including the landowner who donated or sold the easement, any town or state agency that contributed funds to the acquisition, and any persons who supported the acquisition through financial gifts.

TCF staff, President/CEO and legal counsel will review the amendment to determine if the proposed amendment is consistent with the terms of this Land Preservation Policy and will make a recommendation to the Board of Trustees for final action.

The Board of Trustees shall approve, approve with modification, or reject the request for amendment at its next regularly scheduled meeting or at a special meeting called for that purpose. Notification of the decision by the Board of Trustees will be forwarded in writing to the party proposing the amendment.



The Conservation Foundation  
10 S 404 Knoch Knolls Road · Naperville, Illinois 60565 · (630) 428-4500



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AMENDMENT: SAFETY MANUAL CHAPTER 10,  
CONFINED SPACE PROGRAM**

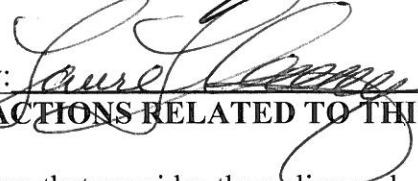
**AGENDA NO.: 12 F**

**MEETING DATE: DECEMBER 17, 2018**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson: 

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey: 

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

Section 10 of the Safety Manual contains the District's Confined Space Program that provides the policy and procedures for the entry into the District's confined space locations.

The District's Confined Space Program was reviewed in 2018 and updated to clarify employee responsibilities, improve compliance with established procedures, and update space profiles. Following is a summary of changes:

- Added Employee Responsibilities (pages 2-3) Section to clarify employee training requirements and establish equipment inspection, maintenance and storage.
- Updated Confined Space Identification Options (pages 11-15):
  - Option #1: Permit-Required (Level 2) - Entry by outside contractor only
  - Option #2: Permit-Required (Level 1) – Entry by authorized, trained staff
  - Option #3: Alternate Confined Space Entry
- Updated Confined Space Profiles:
  - Updated profile contents (i.e., classification, equipment requirements, PPE)
  - Profile classifications were revised to permit authorized employee entry: 6, 12, 13, 16, 18, and 21.
  - Removed Ozone Tank Profile -- no longer in service
  - Added Oak Brook Bath & Tennis Facility Profiles 22, 23, 24 and 25
- Updated the Confined Space Entry Permits in Appendix B and Appendix C
- Removed the Confined Space Inventory Section as this information is already included in the Confined Space Profiles Section.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

In addition to the Confined Space Program document, the following enhancements are being implemented to facilitate compliance with procedures:

- New confined space signage is being prepared.
- A confined space entry flowchart has been developed to facilitate compliance with established procedures.

- A ready-reference binder for use by authorized entrants is being created containing the space profiles, entry procedures, permit forms and equipment calibration forms

PDRMA recommends the District's Confined Space Program is reviewed and approved by the Board of Park Commissioners. Upon the Board's approval of the Confined Space Program, page one of the Confined Space Program shall be signed by the President of the Board and the Board Secretary/Executive Director.

The attached document is presented for the Board's review and discussion at this meeting and will be presented for approval at the January 21, 2019 Board Meeting.

**ACTION PROPOSED:**

For Review and Discussion Only.



## 10: Confined Space Program

### TABLE OF CONTENTS

---

Confined Space Program Endorsement by Board of Commissioners	1
Employee Responsibilities	2
Definitions	4
Hazards of Confined Spaces	7
Hazard Control	10
Confined Space Identification	11
Entry Permit	15
General Training Requirements	16
Duties of Authorized Entrants	17
Duties of the Attendant	18
Duties of the Entry Supervisor	19
Outside Rescue Services	19
Program Review	20
Attachments	21
<i>Appendix A – Confined Space Profiles (25 Space Profiles)</i>	
<i>Appendix B – Confined Space Alternate Entry Permit</i>	
<i>Appendix C – Confined Space Entry Permit</i>	
<i>Appendix D - Confined Space Hot Work Permit</i>	
<i>Appendix E - Confined Space Protection Program Reviews</i>	
<i>Appendix F - Gas Monitor Calibration Log</i>	

## **OAK BROOK PARK DISTRICT CONFINED SPACE PROGRAM**

The following guidelines have been approved by the Board of Commissioners of the Oak Brook Park District on May 18, 2015. They are based on the requirements established by the Occupational Safety and Health Administrations 29 CFR Parts 1910.146-Permit-Required Confined Spaces for General Industry, as well as regulations adopted by the Illinois Department of Labor (IDOL). These guidelines may be revised from time to time, if deemed appropriate by the Board of Commissioners, as additional information becomes available.

The Oak Brook Park District recognizes that confined spaces pose significant risks and that the development of the confined space program is reasonably necessary to protect affected employees from those risks.

Attest:

---

President  
Board of Commissioners

---

Laure Kosey  
Secretary, Board of Commissioners

## **EMPLOYEE RESPONSIBILITIES**

The District has identified specific confined spaces that may be entered by District personnel as well as which full-time job positions are authorized to enter those spaces. Entry into any other confined space by any other District personnel is strictly prohibited. Confined spaces classified for entry by a “Contractor Only” may be entered in emergency situations, with prior authorization by the Deputy Director or Director of Parks and Planning, only by an employee with in-depth confined space training.

The following full-time job positions are authorized to enter confined spaces identified for employee entry and are required to attend in-depth Confined Space training at time of hire (*conducted by a District designated outside vendor or other trained employee*) as well as attend in-depth retraining every two years (*conducted by the outside vendor*):

- Deputy Director
- Director of Parks and Planning
- Superintendent of Enterprise Operations
- Assistant Director of Recreation
- Facility Manager (Aquatic Center, Family Recreation Center, Tennis Center)
- Assistant Facility Manager (Tennis Center)
- Facility Supervisor (Aquatic Center, Family Recreation Center)
- Human Resource Manager (Safety Coordinator)
- Building Engineer
- Building Technician
- Tennis Center Lead Custodian
- Landscape Specialist
- Park Specialist
- Park Technician

**Managers/Supervisors/Directors** are responsible for:

- Scheduling in-depth Confined Space training for their authorized department staff positions allowed to enter confined spaces;
- Ensuring only authorized department staff who have completed in-depth Confined Space training enter confined spaces;
- Keeping accurate and complete records of required training;
- Ensuring confined space permit paperwork is completed and records maintained for their department;
- Ensuring staff authorized to enter confined spaces are following proper procedures; and

- Selecting only outside contractors qualified to enter confined spaces and making sure they are provided a copy of the space profile and ensuring they complete the applicable permit paperwork.

**Employees authorized to enter confined spaces** are responsible for:

- Attending the required training and retraining;
- Informing their department supervisor when planning to enter a confined space;
- Following proper procedure for entering a confined space;
- Completing and submitting required confined space permit paperwork to their supervisor; and
- Inspecting, maintaining, and storing confined space testing, rescue and PPE equipment.

### **District Designated Training Vendor**

The following vendor shall be used for initial and refresher in-depth Confined Space training:

FullLife Safety LLC (Phone: 630-671-1140)  
177 W. Irving Park Road  
Roselle, IL

### **Inspection, Maintenance and Storage of Confined Space Equipment**

The following confined space testing and rescue equipment is located in the storage closet across the hall from the break room at the Family Recreation Center. It is to be returned to this location after each use.

- Air quality monitor (Calibration is required every 6 months.)
- Ventilation fan
- Tripod, Harness and Winch
- Respirator (fitted to specific employee and maintained by that employee)

**NOTE:** This equipment is to be inspected before and after use and necessary maintenance performed before it is returned to storage.

## **DEFINITIONS**

*Acceptable Entry Conditions* means the conditions that must exist in a confined space to allow entry and to ensure that employees involved with an alternate entry and/or permit-required confined space entry can safely enter into and work within the space.

*Alternate Entry Confined Space* means a confined space with only a reasonable or actual potential for hazardous atmosphere. Continued ventilation alone is sufficient to maintain that the space is safe to enter.

*Attendant* means a trained individual stationed outside one or more alternate entry and/or permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

*Authorized Entrant* means a trained employee who is authorized by the employer to enter an alternate entry and/or permit-required confined space.

*Blanking or Blinding* means the absolute closure of a pipe, line, or duct by the fastening of a solid plate that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

*Confined Space* means a space that:

1. Is large enough and so configured that an employee can bodily enter and perform assigned work; and
2. Has limited or restricted means for entry or exit; and
3. Is not designed for continuous human occupancy.

*Emergency* means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the confined space that could endanger entrants.

*Engulfment* means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated or cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction or crushing.

*Entry* means the action by which a person passes through an opening into an alternate entry and/or permit-required confined space. Entry includes ensuing work activities in that space and is

considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

*Entry Permit* means the written or printed document that is provided by the employer to allow and control entry into an alternate entry and/or permit-required confined space and that contains the information specified in OSHA 1910.146, paragraph (f).

*Entry Supervisor* means the trained person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry if required.

*Hazardous Atmosphere* means an atmosphere that may expose employees to the risk of death, incapacitation, impairment or ability to self-rescue, injury or acute illness from one or more of the following causes:

1. Flammable gas, vapor, or mist in excess of 10 percent of its Lower Flammable Limit (LFL); (Note: LFL is the same as LEL, Lower Explosive Limit)
2. Airborne combustible dust at a concentration that meets or exceeds LFL;
3. Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
4. Atmospheric concentration of any substance for which a dose of a permissible exposure limit is published in Subpart G, Occupational Health and Environmental Control, or in Subpart Z, Toxic and Hazardous Substances, of this part and which could result in employee exposure in excess of its dose of permissible exposure limit;
5. Any other atmospheric condition that is immediately dangerous to life or health.

*Hot Work Permit* means the employer's written authorization to perform operations capable of providing a source of ignition.

*Immediately Dangerous to Life or Health (IDLH)* means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.

*Isolation* means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout and/or tagout of all sources of energy; or blocking or disconnecting all mechanical linkages.

*Line Breaking* means the intentional opening of a pipe, line, or duct that is or has been carrying flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.

*Non-Permit Confined Space* means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

*Oxygen Deficient Atmosphere* means an atmosphere containing less than 19.5 percent oxygen by volume.

*Oxygen Enriched Atmosphere* means an atmosphere containing more than 23.5 percent oxygen by volume.

*Permit-Required Confined Space* means a confined space that has one or more of the following characteristics:

1. Contains or has the potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward or tapers to a smaller cross section; or
4. Contains any other recognized serious safety or health hazard.

*Permit-Required Confined Space Program* means the employer's overall program for controlling, and, where appropriate, for protecting employees from, confined permit space hazards and for regulating employee entry into alternate entry or permit-required confined spaces.

*Permit System* means the employer's written procedure for preparing and issuing permits for entry and for returning the alternate entry and/or confined permit space to service following termination of entry.

*Prohibited Condition* means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

*Rescue Service* means the personnel designated to rescue employees from alternate entry and/or permit-required confined spaces.

*Retrieval System* means the equipment used for non-entry rescue of persons from alternate entry and/or permit-required confined spaces.

*Testing* means the process by which the hazards that may confront entrants of an alternate entry and/or permit-required space are identified and evaluated. Testing includes specifying the tests that are to be performed prior to entry into the confined space, but also during entry in the space (i.e., atmospheric monitoring).

## **HAZARDS OF CONFINED SPACES**

### **Atmospheric Hazards**

#### **Oxygen Deficiency**

Oxygen deficiency occurs from chemical or biological reactions which displace or consume oxygen from a confined space. The consumption of oxygen takes place during combustion of flammable substances, as in welding, cutting, or braising. A more subtle form of consumption of oxygen occurs during bacterial action, as in the fermentation process. Oxygen deficiency can result from bacterial action in excavations and manholes which are near garbage dumps, landfills, or swampy areas. Oxygen may also be consumed during slow chemical reactions, as in the formation of rust on the exposed surface of metal tanks, vats, and manholes.

Ambient air has an oxygen content of 21%. When the oxygen level drops below 17%, the first sign of hypoxia is a deterioration of night vision, which is usually not noticed. Physiological effects included increased breathing volume and accelerated heart beat. Between 14% and 16% physiologic effects are increased breathing volume; accelerated heart beat, poor muscular coordination, rapid fatigue, and intermitted respiration. Between 6% and 10%, the effects are nausea, vomiting, inability to perform, and unconsciousness. At concentrations less than 6%, there is rapid loss of consciousness, and death in minutes.

#### **Oxygen Displacement**

##### ***Inert Gases and Simple Asphyxiants***

A simple asphyxiating atmosphere contains a gas or gases that are physiologically inert and which do not produce any ill affects on the body. However, in sufficient quantity, a simple asphyxiant will displace oxygen and may result in an atmosphere unable to support respiration. The ambient or normal atmosphere is composed of approximately 21% oxygen, 78% nitrogen, and 1% argon with small amounts of various other gases. For example, if 100% nitrogen - a non-toxic, colorless, odorless gas is used to inert (displaced oxygen in) a confined space, it will cause immediate collapse and death to the worker if the confined space is not adequately ventilated before worker entry. Other



examples of simple asphyxiants which have claimed lives in confined spaces include carbon dioxide, argon and helium.

### **Flammable Atmospheres**

A flammable atmosphere generally results from vaporization of flammable liquids, by-products of chemical reaction, enriched oxygen atmospheres, or concentrations of combustible dust. Three components are necessary for an atmosphere to become flammable: fuel and oxygen in the proper mixture and a source of ignition. The proper mixture of fuel and oxygen will vary from gas to gas within a fixed range and is referred to as the lower flammability limit (LFL) and upper flammability limit (UFL). These terms are synonymous with the lower exposure limit (LEL) and upper explosive limit (UEL). For example, the explosive range for methane is between 5% and 15% in air. Concentrations below 5% methane are below the explosive range, and concentrations above 15% are too rich to support combustion. If a confined space contains 27% methane, and forced air is started, the introduction of air into the confined space may dilute the methane in air, taking it into the explosive range.

### **Toxic Gases**

Toxic gases may be present in confined spaces because:

1. There are biological or chemical processes occurring in the products stored in the confined space. For example, decomposing organic material in a tank or sump can liberate hydrogen sulphate.
2. The operation performed in the confined space can liberate a toxic gas. For example, welding can liberate oxides of nitrogen, ozone and carbon monoxide.

Some toxic gases such as carbon monoxide are particularly insidious because of their poor warning properties. Toxic gases that have been reported to cause death in workers in confined spaces include carbon monoxide, hydrogen cyanide, hydrogen sulphide, chlorine, oxides of nitrogen, and ammonia.

Toxic gases may be evolved when acids are used for cleaning the interior of a confined space.

### **Physical Hazards**

In addition to the atmospheric hazards in a confined space, physical hazards must also be addressed. Physical hazards cover the entire spectrum of hazardous energy and its control. These hazards include those associated with mechanical, electrical, and hydraulic energy; engulfment; communication problems; noise; and the size of openings into the confined space.

## **Engulfment**

Engulfment in loose materials is one of the leading cause of death from physical hazards in confined spaces. Engulfment and suffocation are hazards associated with storage bins, silos, and hoppers where grain, sand, gravel, or other loose material are stored, handled or transferred. The behavior of such materials is unpredictable and entrapment and burial can occur in a matter of seconds. In some cases, material being drawn from the bottom of storage bins can cause the surface to act like quicksand. When a storage bin is emptied from the bottom, the flow of materials forms a funnel-shaped path over the outlet. The rate of material flow increases towards the center of the funnel. During a typical unloading operation, the flow rate can become so great that once a worker is drawn into the flow path, escape is virtually impossible. The same engulfment hazard is true in regards to wet wells and surge pits.

## **Other Physical Hazards**

The nature of a confined space work may make it difficult to separate the worker from hazardous forms of energy such as powered machinery, electrical energy, and hydraulic or pneumatic lines.

Examples of physical hazards often encountered in a confined space include the following:

1. Activation of electrical or mechanical equipment can cause injury to workers in a confined space. Therefore, it is essential to de-energize and lock-out all electrical circuits and physically disconnect mechanical equipment prior to any work in confined spaces.
2. Release of material through lines which are an integral part of the confined space pose a life-threatening hazard. All lines should be physically disconnected, blanked off, or should use a double block and bleed system.
3. Falling objects can pose a hazard in confined spaces, particularly in spaces which have top side openings for entry, through which tools and other objects may fall and strike a worker.
4. Extremely hot or cold temperatures can make work inside a confined space hazardous. Communication between the entrant and attendee should monitor temperature and employee conditions.
5. Wet or slick surfaces can cause falls in confined spaces. In addition, wet surfaces can provide a grounding path and increase the hazard of electrocution in areas where electrical equipment, circuits, and tools are used.
6. Noise within confined spaces can be amplified because of the design and acoustic properties of the space. Excessive noise is not only harmful to the worker's hearing, but can also affect communication and cause shouted warnings to go unheard.

## **Conclusions**

Confined spaces can be hazardous, and they can be hazardous in varied ways. Often times the confined space will not appear to be hazardous; it may have been entered on prior occasions without incident, and may give no apparent sign of danger. At other times, there may be ready indications of danger: the distinct odor of irritating or toxic atmospheres, the presence of arcing electrical equipment, continued mild shocks, or flowing grain or water. By their nature, confined spaces concentrate hazards: atmospheric hazards, in that certain gases will displace breathable air, or that the confined space will allow the accumulation of toxic hazards or flammable or explosive atmospheres; and physical hazards, in that confined spaces limit the ability to avoid contact with electricity, moving mechanical components or machinery, or unstable substances.

The following guidelines are intended to assist the Oak Brook Park District in maintaining a safe working environment for those employees whose job tasks require working in or around confined spaces.

## **HAZARD CONTROL**

1. The Oak Brook Park District has determined that permit-required confined spaces exist within the District. The District shall inform employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces.
2. Before any confined space entry, it must be determined by the Director of Parks and Planning as a necessary entry. If at all possible, the needed work will be completed without entry.
3. The District shall provide training so that all employees associated with working in or around permit-required spaces acquire the understanding, knowledge, and skills necessary to maintain a safe work environment and meet all compliance regulations.
4. The District will provide all personal protective equipment at no cost to the employees, maintain that equipment properly, and ensure that employees use the equipment properly. The equipment may include:
  - a. Testing and monitoring equipment needed to comply with the standard;
  - b. Ventilating equipment needed to obtain acceptable entry conditions;
  - c. Communication equipment necessary for compliance;
  - d. Personal protective equipment insofar as feasible; engineering and work practice controls that adequately protect employees;

- e. Lighting equipment needed to enable employees to see well enough to work safely and to exit the space quickly in an emergency;
  - f. Barriers and shields needed to protect the entrants from overhead hazards;
  - g. Equipment such as ladders for safe ingress and egress by authorized entrants;
  - h. Rescue and emergency equipment needed to comply with the standard; and
  - i. Any other equipment necessary for safe entry into and rescue from permit spaces.
5. Smoking in or around a confined space is prohibited.

### **CONFINED SPACE IDENTIFICATION**

At each facility and work area, involving employees of the Oak Brook Park District the Safety Coordinator and Director of Parks and Planning shall perform an inventory to identify and classify confined spaces as either “Non-Permit”, “Alternate Entry”, or “Permit-Required (Level 1)” or “Permit-Required (Level 2)”. Upon completion of this survey, a "Confined Space Profile" form shall be completed for each identified space (Appendix A). Each profile will indicate whether or not employees will be allowed to enter the space.

It is the responsibility of the Safety Coordinator to maintain a current file of all "Confined Space Profile Sheets" and to notify affected employees of any change in status of a confined space. The completed “Confined Space Profile” forms shall give an employee pertinent information relative to safe entry into that particular confined space.

After reviewing the "Confined Space Profile" for a particular confined space to be entered, a determination will be made to use one of the following options:

#### **Option #1 – Permit-Required (Level 2) – Entry by outside contractor ONLY**

**The District will not enter Permit-Required (Level 2) confined spaces** and will secure the site to prevent unauthorized entry. Employees and patrons will be warned off of the site by appropriate signage. An outside contractor will be used to enter the space.

The Department Director (**or in the absence of the Department Director**, another department director or the facility manager, respectively) of the employee hiring the contractor will apprise the contractor of the hazards, history, and precautions of the confined space as identified by the "Confined Space Profile". In addition, the Department Director (or alternate) shall:

1. Inform the contractor that the workplace contains permit spaces and that they must have their own Confined Space Program that meets or exceeds OSHA 1910.146 in order to perform work in the District's permit-required spaces.
2. Complete the applicable Entry Permit (Appendix B or C) and apprise the contractor of the elements, including the hazards identified and the host employer's experience with the space, that make the space in question a permit space.
3. Apprise the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near permit spaces where contractor personnel will be working.
4. Coordinate entry operations with the contractor, when both District personnel and contractor personnel will be working in or near permit spaces, as required.
5. Debrief the contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.
6. The entry permit is to be canceled by the employee's Department Director (or alternate) upon completion of the work. The confined space shall then be returned to its working condition and secured to prohibit unauthorized entry.

In addition, the contractor shall:

1. Obtain any available information regarding permit space hazards and entry operations from the host employer.
2. Coordinate entry operations with the District, when both District personnel and contractor personnel will be working in or near permit spaces, as required.
3. Inform the Department Director (or alternate) of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

#### **Option #2 – Permit-Required (Level 1) -- Entry by authorized trained staff**

Complete the Confined Space Permit-Required Entry Permit (Appendix C) and then follow the same procedures as Alternate Entry listed below in Option #3. Reference the applicable Confined Space Profile for a list of hazards and entry requirements (i.e., attendant, equipment, PPE).

### **Option #3 – Alternate Entry**

**Authorized employees of the District may enter Alternate Entry (Level 1) confined spaces that have a "Hazardous Atmosphere Only" or potential hazardous atmosphere, as determined by the "Confined Space Profile".** The space may be entered following alternative entry procedures.

1. Prior to an entry, the Department Director (**or in the absence of the Department Director**, another department director or the facility manager, respectively) will:
  - a. Complete the Confined Space Alternate Entry Permit (Appendix B), review it in detail with the authorized Entrant(s) and Attendant, and post it outside at the entry point to the space.
  - b. Contact the Oak Brook Fire Department to inform them of the entry.
2. Prior to entry, complete the following activities:
  - a. Safely open the hatchway, access door, or access cover to the space.
  - b. Place a barricade, open hatch cover, or a warning device with appropriate signs at the point of entry. If entry is to be performed where pedestrian or vehicle traffic poses a danger, appropriate traffic control measures shall be used.
  - c. Complete atmospheric testing for oxygen concentration, combustibility, and toxicity (minimally for carbon monoxide and hydrogen sulfide, along with any other toxic that may be reasonably found in the space).
    - i. The atmosphere outside of the confined space shall be tested to determine if any hazards are present.
    - ii. The atmosphere within the confined space shall then be tested using a properly calibrated gas detector.

Vertical spaces must be tested at 4-foot increments in the direction of the entrant and side-to-side for a minimum response time as specified by the manufacturer of the testing equipment, down to the level where work is being performed.

- . Test readings must be taken simultaneously or in the order shown below. Acceptable atmospheric readings are to be regarded as follows:

Oxygen Concentration at > 19.5% and < 23.5 %

Combustibility

- 1) < 10% of LEL
- 2) > 5' of obscured vision due to dust

Toxicity

- 1) Hydrogen Sulfide < 10ppm
- 2) Carbon Monoxide < 35ppm

- d. Ventilate the confined space (for securing safe atmospheric levels) using a confined space ventilator or other appropriate air movement equipment. Sample air quality at the point of air intake for the ventilator (whenever possible). Retest the air quality for oxygen concentration, combustibility and toxicity (carbon monoxide and hydrogen sulfide) in the same manner indicated above.
  - e. Assure that all personnel entering the space wear appropriate protective clothing (at least: a hard hat, gloves, and safety glasses). All appropriate personal protective equipment shall be worn while entry is in progress.
  - f. Artificial lighting shall be explosion proof, if the space contains or has the potential to contain and explosive atmosphere.
3. For the entire duration of the entry, complete the following activities:
- a. An attendant shall be stationed outside the space while there are workers inside the space. The ratio of three entrants to one attendant shall not be exceeded. Constant communication shall be maintained between the entrants inside the space and the attendant.
  - b. Complete continuous atmospheric monitoring using a device that warns the entrant whenever the air quality deteriorates within the space.
  - c. Complete continuous ventilation of the space.
  - d. If a problem develops with the confined space, the attendant must be prepared to complete the following **non-entry rescue** activities:
    - i. Ventilation using the confined space entry ventilator (preferably at the victim's breathing zone).
    - ii. Retrieval using a mechanical advantage system and lifelines (for multiple entrants) meeting the following requirements:

1. Each authorized entrant shall use the appropriate type harness, with a retrieval line attached at the center of the entrant's back near shoulder level, or above the entrant's head.
2. The other end of the retrieval line shall be attached to a mechanical device or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device shall be available to retrieve personnel from vertical type permit spaces more than 5 feet deep.
- iii. Call for emergency rescue and medical assistance (usually 911). If an injured entrant is exposed to a substance for which a SDS or other similar written information is required to be kept at the worksite, that SDS or written material shall be made available to the medical facility treating the exposed entrant.
4. Once the entry has been completed, return the completed permit to the Department Director.
5. The entry permit is to be canceled by the Department Director upon completion of assigned duties. The confined space shall then be returned to its working condition and secured to prohibit unauthorized entry.

### **ENTRY PERMIT**

The entry permit shall identify:

1. The permit space to be entered;
2. The purpose of the entry;
3. The date and the authorized duration of the entry permit; (*Note: The duration of the permit may not exceed the time required to complete the assigned task or job identified on the permit.*)
4. The authorized entrants within the permit space by name to enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space;
5. The personnel, by name, currently serving as attendants;
6. The name of the individual currently serving as entry supervisor, with a space for the signature or initials of the entry supervisor who originally authorizes entry;



7. The hazards of the permit space to be entered;
8. The measures used to isolate the permit space and to eliminate or control permit space hazards before entry;
9. The acceptable entry conditions;
10. The results of initial and periodic tests, accompanied by the names or initials of the testers and by an indication of when the tests were performed;
11. The rescue and emergency services that can be summoned and the means for summoning those services;
12. The communication procedures used by the authorized entrants and attendants to maintain contact during the entry;
13. Equipment, such as personal protective equipment, communications equipment, alarm systems, and rescue equipment, to be provided for compliance;
14. Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety; and
15. Any additional permits, such as for hot work (Appendix D), that have been issued to authorize work in the permit space.
16. The District shall retain each canceled entry permit for at least one (1) year to facilitate the review of the permit-required confined space program requirements. Any problems encountered during an entry operation shall be noted on the pertinent permit so that appropriate revisions to the permit space program can be made during the management required annual review of the permit process.

### **GENERAL TRAINING REQUIREMENTS**

1. The District shall provide training so that all employees associated with working in or around permit-required confined spaces acquire the understanding, knowledge, and skills necessary to maintain a safe work environment and meet all compliance regulations.
2. Training shall be provided to each affected employee:
  - a. Before their first assignment;

- b. Before any change in duties;
- c. Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained; and
- d. Whenever any deviations in permit space procedures have been noted or if there are inadequacies in employee's knowledge of procedures.
- e. The District shall document all training including names and dates. This documentation should be available for review by employees and authorized personnel.

### **Duties of Authorized Entrants**

- 1. The District shall ensure that all employees whose job task includes entering a permit-space:
  - a. Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
  - b. Properly use equipment as required.
  - c. Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space as required.
  - d. Alert the attendant whenever:
    - i. The entrant recognizes any warning sign or symptoms of exposure to a dangerous situation, or
    - ii. The entrant detects a prohibited condition.
  - e. Exit from the permit space as quickly as possible whenever:
    - i. An order to evacuate is given by the attendant or the entry supervisor;
    - ii. The entrant recognizes any warning sign or symptom of exposure to a dangerous situation;
    - iii. The entrant detects a prohibited condition; or
    - iv. An evacuation alarm is activated.

### **Duties of the Attendant**

1. The District shall ensure that each attendant:
  - a. Know the hazards and behavioral effects that may be faced by the entrant, including information about the signs and symptoms, and consequences of the exposure;
  - b. Maintain an accurate count of all authorized entrants.
  - c. Remains outside the permit space during entry operations until relieved by another attendant. Keeps unauthorized persons out of the space, is alert to possible hazards, and is able to provide information to rescue services.
  - d. Communicates with authorized entrants as necessary to monitor entrant status and is able to alert entrants of the need to evacuate when needed.
  - e. Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the entrant to evacuate the permit space immediately under any of the following conditions:
    - i. Detects a prohibited condition.
    - ii. Detects the behavioral effects of hazard exposure in an entrant.
    - iii. Detects a situation outside the permit space that could endanger entrants in the space.
    - iv. Cannot effectively and safely perform all the duties required under the standard.
  - f. Summon rescue and other emergency services as soon as the attendant determines that the entrant may need assistance to escape from the permit space.
  - g. Prevent unauthorized entrant from entering the permit space. The following actions should be taken when unauthorized persons approach or enter a permit space while entry is underway:
    - i. Warn unauthorized persons to stay away from the permit space.
    - ii. Advise unauthorized persons to exit immediately if they have entered the permit space.
    - iii. Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.
  - h. Must be able to perform non-entry rescue as indicated by the District's rescue procedure.

### **Duties of the Entry Supervisor**

1. Any employee designated by the Director of Parks and Planning who may authorize or supervise permit entry operations, would be designated the entry supervisor.
2. The entry supervisor must determine before entry that entry permit procedures are followed and that acceptable entry conditions exist. The District must ensure that each entry supervisor:
  - a. Knows the potential hazards during entry and work, including signs or symptoms, and consequences of the exposure;
  - b. Verifies, by checking that the appropriate entries have been made on the permit, that all test specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin;
  - c. Terminates the entry and cancels the permit when:
    - i. The entry operations covered by the entry permit have been completed; or a condition that is not allowed under the entry permit arises in or near the permit space.
    - ii. Verifies that rescue services are available and that the means for summoning them are operable;
    - iii. Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations; and
    - iv. Determines that entry and work operations remain consistent with entry permit terms and that acceptable entry conditions are maintained.

### **OUTSIDE RESCUE SERVICES**

The District shall:

1. Provide the Oak Brook Fire Department with a copy of the District's Confined Space Program.
2. Provide the Oak Brook Fire Department with access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.

## **PROGRAM REVIEW**

In order to keep the "Confined Space Protection Program" current, and make sure it protects employees from confined space hazards, the Director of Parks and Planning shall review the program on an annual basis. This includes review of all "Confined Space Profile Sheets", canceled "Entry Permits", Confined Space Equipment inspection and calibration logs, as well as the written program.

## **ATTACHMENTS**

Appendix A – Confined Space Profiles

Appendix B – Confined Space Alternate Entry Permit

Appendix C – Confined Space Entry Permit

Appendix D - Confined Space Hot Work Permit

Appendix E - Confined Space Protection Program Reviews

Appendix F - Gas Monitor Calibration Log

Appendix A

**CONFINED SPACE PROFILES**

Oak Brook Park District  
Confined Space Inventory and Profiles

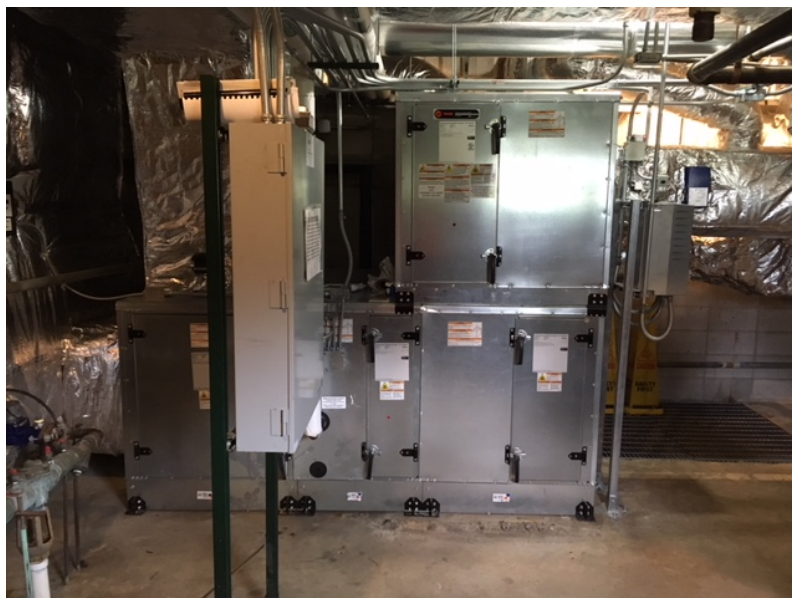
Location (facility/address): <b>Tennis Center – Interior (Door 7)</b>		
General Description: <b>OBPD – 1 Elevator Shaft Pit</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input checked="" type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Vertical access		
Confined space related hazards: Isolation		
Additional potential hazards:		
Confined Space Equipment needed: lockout/tagout equipment, “out of order” sign, barrier		
Additional equipment needed: As required by contractor		
Personal protective equipment needed to enter space: As required by contractor		
Warning signs posted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other pertinent information: <span style="color: red;">Space should only be entered by a licensed contractor performing elevator service.</span>		





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Tennis Center – Mechanical Room</b>		
General Description: <b>OBPD – 2 HVAC Ductwork</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input checked="" type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit Required (Level 1) <input type="checkbox"/> Permit Required (Level 2)		
Entrance/Exits – Type/Location: Horizontal access		
Confined space related hazards: Isolation		
Additional potential hazards:		
Confined Space Equipment needed:		
Additional equipment needed:		
Personal protective equipment needed to enter space: safety glasses, gloves		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Oak Brook Park District – Outside Throughout property</b>		
General Description: <b>OBPD – 3 Catch Basin and Storm Sewer</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input checked="" type="checkbox"/> Permit Required (Level 1) <input type="checkbox"/> Permit Required (Level 2)		
Entrance/Exits – Type/Location: Vertical access		
Confined space related hazards: Air Quality and Engulfment		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, atmospheric monitor, ventilator, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: safety glasses, hard hat, gloves		
Warning signs posted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Family Recreation Center</b>		
General Description: <b>OBPD – 4 Attic Area</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input checked="" type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Hatch door – horizontal access		
Confined space related hazards: None		
Additional potential hazards:		
Confined Space Equipment needed:		
Additional equipment needed:		
Personal protective equipment needed to enter space:		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Central Park West – Mechanical Room</b>		
General Description: <b>OBPD – 5 HVAC Ductwork</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input checked="" type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Horizontal access		
Confined space related hazards: Isolation		
Additional potential hazards:		
Confined Space Equipment needed:		
Additional equipment needed:		
Personal protective equipment needed to enter space:		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other pertinent information:		





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Central Park West – Mechanical Room</b>		
General Description: <b>OBPD – 6 Sump Pit</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input checked="" type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Vertical access		
Confined space related hazards: Air Quality and Engulfment		
Additional potential hazards: slick/wet surface.		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: safety glasses, gloves		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Oak Brook Park District – Outside Throughout Property</b>		
General Description: <b>OBPD – 7 Sanitary Sewer</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input checked="" type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Vertical access		
Confined space related hazards: Air Quality and Engulfment		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: As required by contractor		
Warning signs posted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other pertinent information: Contractor entry ONLY		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Baseball Fields between Fields 3 and 4</b>		
General Description: <b>OBPD – 8 Main Water Shutoff</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input checked="" type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: 12' vertical access w/ ladder		
Confined space related hazards: Air Quality		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: safety glasses, gloves		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Baseball Fields 1,2,3 and 4</b>		
General Description: <b>OBPD – 9 Individual Water Valve Vaults</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input checked="" type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: 8' vertical access		
Confined space related hazards: Air Quality		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: safety glasses, gloves		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Aquatic Center – Mechanical Room</b>		
General Description: <b>OBPD – 10 Sand Filters (2)</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input checked="" type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Horizontal access		
Confined space related hazards: Air Quality, Isolation and Engulfment		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline		
Additional equipment needed:		
Personal protective equipment needed to enter space: As required by contractor		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other pertinent information: Contractor entry ONLY		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Aquatic Center – Mechanical Room</b>		
General Description: <b>OBPD – 11A Surge Tank (<u>without</u> water in tank)</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input checked="" type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: 10' vertical access with built-in ladder		
Confined space related hazards: Air Quality		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod/winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: safety glasses, gloves		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information: Tank must be isolated from the pool. Lockout/Tagout required. Pumps must be off.		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Aquatic Center – Mechanical Room**

General Description: **OBPD – 11B Surge Tank (with water in tank)**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☐ Non-Permit   ☐ Alternate Entry   ☐ Permit-Required (Level 1)   ☒ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** 10' vertical access with built-in ladder

**Confined space related hazards:** Air Quality, Isolation and Engulfment

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod/winch

**Additional equipment needed:**

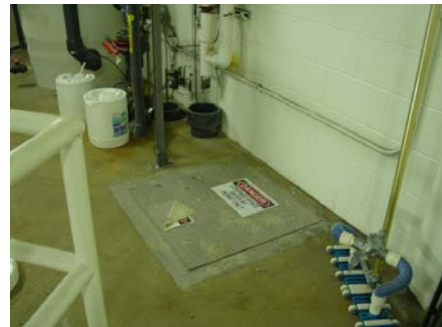
**Personal protective equipment needed to enter space:** As required by contractor

**Warning signs posted?**   ☒ Yes   ☐ No   ☐ No action required

**Is space sealed/locked?**   ☒ Yes   ☐ No   ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**   ☐ Yes   ☒ No

**Other pertinent information:** Contractor entry **ONLY** with water in the tank



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Aquatic Center – Spa Pump Room**

General Description: **OBPD – 12 Sump Pits (2)**

☒ Is large enough and so configured that an employee can bodily enter and perform assigned work; and

☒ Has limited or restricted means of entry or exit; and

☒ Is not designed for continuous human occupancy

**CLASSIFICATION**

☐ Non-Permit   ☐ Alternate Entry   ☒ Permit-Required (Level 1)   ☐ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** Vertical access

**Confined space related hazards:** Air Quality and Isolation

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** safety glasses, gloves

**Warning signs posted?** ☒ Yes   ☐ No   ☐ No action required

**Is space sealed/locked?** ☒ Yes   ☐ No   ☐ No action required

**Is it anticipated that employees will be working in this space at any time?** ☒ Yes   ☐ No

**Other pertinent information:**



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Aquatic Center – Mechanical Room**

General Description: **OBPD – 13 Sump Pit**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☐ Non-Permit    ☐ Alternate Entry    ☒ Permit-Required (Level 1)    ☐ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** Vertical access

**Confined space related hazards:** Air Quality, Isolation and Engulfment

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** safety glasses, hard hat, gloves

**Warning signs posted?** ☒ Yes    ☐ No    ☐ No action required

**Is space sealed/locked?** ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?** ☒ Yes    ☐ No

**Other pertinent information:**





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Aquatic Center – Splash Island**

General Description: **OBPD – 14A Surge Tank (without water in the tank)**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☐ Non-Permit    ☐ Alternate Entry    ☒ Permit-Required (Level 1)    ☐ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** 8' vertical access (ladder built-in)

**Confined space related hazards:** Air Quality and Isolation

**Additional potential hazards:** .

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** safety glasses, gloves

**Warning signs posted?** ☒ Yes    ☐ No    ☐ No action required

**Is space sealed/locked?** ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?** ☒ Yes    ☐ No

**Other pertinent information:** Tank must be isolated off from Splash Island. Lockout/tagout required. Pumps must be off.



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Aquatic Center – Splash Island**

General Description: **OBPD – 14B Surge Tank (with water in the tank)**

☒ Is large enough and so configured that an employee can bodily enter and perform assigned work; and

☒ Has limited or restricted means of entry or exit; and

☒ Is not designed for continuous human occupancy

**CLASSIFICATION**

☐ Non-Permit   ☐ Alternate Entry   ☐ Permit-Required (Level 1)   ☒ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** 8' vertical access (ladder built-in)

**Confined space related hazards:** Air Quality, Isolation and Engulfment

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** As required by contractor

**Warning signs posted?** ☒ Yes   ☐ No   ☐ No action required

**Is space sealed/locked?** ☒ Yes   ☐ No   ☐ No action required

**Is it anticipated that employees will be working in this space at any time?** ☐ Yes   ☒ No

**Other pertinent information:** Contractor entry ONLY with water in the tank



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Family Recreation Center**

General Description: **OBPD – 15 Elevator Shaft Pit**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☒ Non-Permit    ☐ Alternate Entry    ☐ Permit-Required (Level 1)    ☐ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** Vertical access

**Confined space related hazards:** Isolation

**Additional potential hazards:**

**Confined Space Equipment needed:** lockout/tagout equipment, "out of order" sign, barrier

**Additional equipment needed:**

**Personal protective equipment needed to enter space:**

**Warning signs posted?**    ☐ Yes    ☒ No    ☒ No action required

**Is space sealed/locked?**    ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**    ☐ Yes    ☒ No

**Other pertinent information:** Space should only be entered by a licensed contractor performing elevator service.





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Family Recreation Center – Studio D Stairwell**

General Description: **OBPD – 16 Access Under Stairwell to Ejector Pit**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☒ Non-Permit    ☐ Alternate Entry    ☐ Permit-Required (Level 1)    ☐ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** Horizontal access

**Confined space related hazards:** Air Quality

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, ventilator, atmospheric monitor

**Additional equipment needed:**

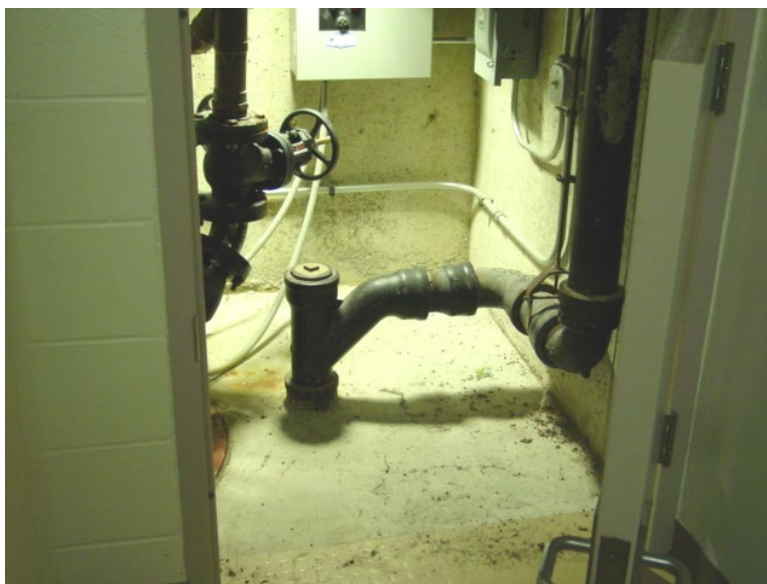
**Personal protective equipment needed to enter space:**

**Warning signs posted?** ☒ Yes    ☐ No    ☐ No action required

**Is space sealed/locked?** ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?** ☒ Yes    ☐ No

**Other pertinent information:**



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Family Recreation Center – Studio D Stairwell**

General Description: **OBPD – 17 Ejector Pit**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☐ Non-Permit    ☐ Alternate Entry    ☐ Permit-Required (Level 1)    ☒ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** Vertical access

**Confined space related hazards:** Air Quality, Isolation and Engulfment

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** As required by contractor

**Warning signs posted?** ☒ Yes    ☐ No    ☐ No action required

**Is space sealed/locked?** ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**    ☐ Yes    ☒ No

**Other pertinent information:** Contractor entry ONLY



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Family Recreation Center – Gym 1 Storage**

General Description: **OBPD – 18 Sump Pits (2)**

<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
--	---	--

**CLASSIFICATION**

☐ Non-Permit    ☐ Alternate Entry    ☒ Permit-Required (Level 1)    ☐ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** Vertical access

**Confined space related hazards:** Air Quality and Isolation

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** safety glasses, gloves

**Warning signs posted?**    ☒ Yes    ☐ No    ☐ No action required

**Is space sealed/locked?**    ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**    ☒ Yes    ☐ No

**Other pertinent information:**



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Maintenance Facility**

General Description: **OBPD – 19 Lift Station**

☒ Is large enough and so configured that an employee can bodily enter and perform assigned work; and

☒ Has limited or restricted means of entry or exit; and

☒ Is not designed for continuous human occupancy

**CLASSIFICATION**

☐ Non-Permit   ☐ Alternate Entry   ☐ Permit-Required (Level 1)   ☒ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** 6' vertical access

**Confined space related hazards:** Air Quality, Engulfment and Isolation

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, lockout/tagout, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** As required by contractor

**Warning signs posted?**   ☒ Yes   ☐ No   ☐ No action required

**Is space sealed/locked?**   ☒ Yes   ☐ No   ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**   ☐ Yes   ☒ No

**Other pertinent information:** Contractor entry ONLY



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Maintenance Facility**

General Description: **OBPD – 20 Triple Garage Basin**

☒ Is large enough and so configured that an employee can bodily enter and perform assigned work; and

☒ Has limited or restricted means of entry or exit; and

☒ Is not designed for continuous human occupancy

**CLASSIFICATION**

☐ Non-Permit   ☐ Alternate Entry   ☐ Permit-Required (Level 1)   ☒ Permit-Required (Level 2)

**Entrance/Exits – Type/Location:** 6' vertical access

**Confined space related hazards:** Air Quality and Isolation

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** As required by contractor

**Warning signs posted?**   ☒ Yes   ☐ No   ☐ No action required

**Is space sealed/locked?**   ☒ Yes   ☐ No   ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**   ☐ Yes   ☒ No

**Other pertinent information:** Contractor entry ONLY





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): **Maintenance Facility**

General Description: **OBPD – 21 Mud Catch Basin**

☒ Is large enough and so configured that an employee can bodily enter and perform assigned work; and

☒ Has limited or restricted means of entry or exit; and

☒ Is not designed for continuous human occupancy

**CLASSIFICATION**

☐ Non-Permit    ☐ Alternate Entry    ☒ Permit Required (Level 1)    ☐ Permit Required (Level 2)

**Entrance/Exits – Type/Location:** 5' vertical access

**Confined space related hazards:** Air Quality, Engulfment and Isolation

**Additional potential hazards:**

**Confined Space Equipment needed:** permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch

**Additional equipment needed:**

**Personal protective equipment needed to enter space:** safety glasses, gloves

**Warning signs posted?**    ☐ Yes    ☒ No    ☒ No action required

**Is space sealed/locked?**    ☒ Yes    ☐ No    ☐ No action required

**Is it anticipated that employees will be working in this space at any time?**    ☒ Yes    ☐ No

**Other pertinent information:**



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Bath and Tennis Club Filter Room</b>		
General Description: <b>OBPD – 22 Chemical Tanks (3)</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input checked="" type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: 5' vertical access		
Confined space related hazards: Air Quality, Engulfment and Isolation		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: As required by contractor		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other pertinent information: Contractor entry ONLY		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Bath and Tennis Club Filter Room</b>		
General Description: <b>OBPD – 23 Sump Pump Pit</b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input checked="" type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: 5' vertical access		
Confined space related hazards: Air Quality, Engulfment and Isolation		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: Safety glasses, gloves		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information:		





Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Bath and Tennis Club Filter Room</b>		
General Description: <b>OBPD – 24 D.E. filter unit <u>without water in unit</u></b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input checked="" type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: Vertical access		
Confined space related hazards: Isolation		
Additional potential hazards:		
Confined Space Equipment needed:		
Additional equipment needed:		
Personal protective equipment needed to enter space:		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Other pertinent information: Unit must be isolated from the pool. Lock-out/tag-out required.		



Oak Brook Park District  
Confined Space Inventory and Profiles

Location (facility/address): <b>Bath and Tennis Club Filter Room</b>		
General Description: <b>OBPD – 25 D.E. filter unit <u>with water in unit</u></b>		
<input checked="" type="checkbox"/> Is large enough and so configured that an employee can bodily enter and perform assigned work; and	<input checked="" type="checkbox"/> Has limited or restricted means of entry or exit; and	<input checked="" type="checkbox"/> Is not designed for continuous human occupancy
<b>CLASSIFICATION</b> <input type="checkbox"/> Non-Permit <input type="checkbox"/> Alternate Entry <input type="checkbox"/> Permit-Required (Level 1) <input checked="" type="checkbox"/> Permit-Required (Level 2)		
Entrance/Exits – Type/Location: vertical access		
Confined space related hazards: Isolation		
Additional potential hazards:		
Confined Space Equipment needed: permit, attendant, barrier, ventilator, atmospheric monitor, harness w/ lifeline, tripod w/ winch		
Additional equipment needed:		
Personal protective equipment needed to enter space: As required by contractor		
Warning signs posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No action required		
Is space sealed/locked? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No action required		
Is it anticipated that employees will be working in this space at any time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other pertinent information: Contractor entry <b>ONLY</b> <u>with water in unit</u>		



# CONFINED SPACE ALTERNATE ENTRY PERMIT

## GENERAL INFORMATION

Permit No. \_\_\_\_\_

Space to be Entered: \_\_\_\_\_

Purpose of Entry: \_\_\_\_\_

Location/Building: \_\_\_\_\_

Authorized Duration of Permit: \_\_\_\_\_

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

to \_\_\_\_\_  
to \_\_\_\_\_

## PERMIT SPACE HAZARDS

- Oxygen levels must be greater than 19.5% and less than 23.5%
- Flammable gases or vapors must be less than 10% LEL/LFL (Lower Explosive Level / Lowest Flammability Limit)
- H<sub>2</sub>S (Hydrogen Sulfide) levels must be less than 10ppm (parts per million). Presence of H<sub>2</sub>S is usually accompanied by a "rotten egg" smell. Over exposure leads to eye and respiratory irritation, nausea, paralysis, and death.
- CO (Carbon Monoxide) levels must be less than 35ppm (parts per million). CO is colorless and odorless. Presence of CO can be determined using the atmospheric monitor.

## EQUIPMENT REQUIRED FOR ENTRY AND WORK

### Personal Protective Equipment:

Safety glasses, gloves

### Respiratory Protection:

None

### Atmospheric Testing/Monitoring:

Atmospheric monitor required

### Communication:

Verbal with attendant

### Ventilation Equipment:

Air ventilator required

## PREPARATION FOR ENTRY (Check after steps are completed)

- ☐ Remove unsafe conditions to remove/open entrance cover.
- ☐ Guard opening with railing or barrier to prevent accidental fall.
- ☐ Test atmosphere prior to entry.
- ☐ Use continuous forced air ventilation during entire entry.
- ☐ Continuously monitor atmosphere during entire entry

### Rescue Equipment:

Tri-pod retrieval system with harness required

### Other:

## EMERGENCY SERVICE NUMBERS TO HAVE READY

Oak Brook Fire 911 Supervisor \_\_\_\_\_  
And Police

## AUTHORIZED ENTRANTS AND ATTENDANTS

## TESTING RECORD Measure at the top of the opening, then into the space in 4-foot increments. Record results below.

Time	Acceptable Conditions	Result Top	Result 4'	Result 8'	Result 12'	Result 16'	Result 20'	Result Vent
Oxygen-min.	>19.5%							
Oxygen-max.	<23.5%							
Flammability	<10% LEL/LFL							
H <sub>2</sub> S	<10 ppm							
CO	<35 ppm							
Cl <sub>2</sub>								
Toxic (specify)								
Heat								
Other								

## AUTHORIZATION BY ENTRY SUPERVISORS

I certify that all required precautions have been taken and necessary equipment is provided for safe entry and work in this confined space.

Printed Name	Signature	Date	Time

THIS PERMIT MUST BE POSTED ON JOB SITE ☐ VALID ONLY ON INDICATED DATE

# CONFINED SPACE ENTRY PERMIT

## GENERAL INFORMATION

Permit No.

Space to be Entered:

Purpose of Entry:

Location/Building:

Authorized Duration of Permit:

Date: to  
Time: to

## PERMIT SPACE HAZARDS

- Oxygen levels must be greater than 19.5% and less than 23.5%
- Flammable gases or vapors must be less than 10% LEL/LFL (Lower Explosive Level / Lowest Flammability Limit)
- H<sub>2</sub>S (Hydrogen Sulfide) levels must be less than 10ppm (parts per million). Presence of H<sub>2</sub>S is usually accompanied by a "rotten egg" smell. Over exposure leads to eye and respiratory irritation, nausea, paralysis, and death.
- CO (Carbon Monoxide) levels must be less than 35ppm (parts per million). CO is colorless and odorless. Presence of CO can be determined using the atmospheric monitor.
- Mechanical hazards may be present which could cause entrant to become tangled or trapped. Some mechanical hazards may include electrical hazards and moving parts.
- Engulfment hazards may be present. Check surroundings.

## EQUIPMENT REQUIRED FOR ENTRY AND WORK

### Personal Protective Equipment:

Safety glasses, gloves

### Respiratory Protection:

None

### Atmospheric Testing/Monitoring:

Atmospheric monitor required

### Communication:

Verbal with attendant

### Ventilation Equipment:

Air ventilator required

### Rescue Equipment:

Tri-pod retrieval system with harness required

Other:

## PREPARATION FOR ENTRY (Check after steps are completed)

- ☐ Remove unsafe conditions to remove/open entrance cover.
- ☐ Guard opening with railing or barrier to prevent accidental fall.
- ☐ Test atmosphere prior to entry.
- ☐ Use continuous forced air ventilation during entire entry.
- ☐ Continuously monitor atmosphere during entire entry.
- ☐ Pre-entry briefing on specific hazards and conditions.
- ☐ Notify contractors of permit and hazard conditions.

## EMERGENCY SERVICE NUMBERS TO HAVE READY

Oak Brook Fire 911 Supervisor \_\_\_\_\_  
And Police

## AUTHORIZED ENTRANTS AND ATTENDANTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TESTING RECORD

Measure at the top of the opening, then into the space in 4-foot increments. Record results below.

Time	Acceptable Conditions	Result Top	Result 4'	Result 8'	Result 12'	Result 16'	Result 20'	Result Vent
Oxygen-min.	>19.5%							
Oxygen-max.	<23.5%							
Flammability	<10% LEL/LFL							
H <sub>2</sub> S	<10 ppm							
CO	<35 ppm							
Cl <sub>2</sub>								
Toxic (specify)								
Heat								
Other								

## AUTHORIZATION BY ENTRY SUPERVISORS

I certify that all required precautions have been taken and necessary equipment is provided for safe entry and work in this confined space.

Printed Name	Signature	Date	Time

THIS PERMIT MUST BE POSTED ON JOB SITE ☐ VALID ONLY ON INDICATED DATE

# Appendix D

Consult the Work Space Profile prior to using this form. Only authorized personnel may conduct confined space entry.

## OAK BROOK PARK DISTRICT CONFINED SPACE HOT WORK PERMIT

<b>INSTRUCTIONS</b>					
<p>***A Hot Work Permit must be completed for all operations performed within a confined space that require workers to weld, cut, or use other open-flame or spark producing devices in a confined space. 1) Complete permit and eliminate or control all hazardous conditions before entry begins. 2) The Hot Work Permit must be signed by the person authorizing entry. 3) Attach signed permit to the Confined Space Entry Permit and post both permits at entrance to confined space. 4) Send permits to the Director of Parks and Maintenance upon completion of the work within the confined space. 5) <b>NOTE: Do not cut, weld, or use other open-flame or spark producing equipment until the proper precautions have been taken.</b></p>					
<b>GENERAL INFORMATION</b>					
CONFINED SPACE LOCATION:					
PERMIT BEGINS: Date: _____ Time: _____ AM/PM      PERMIT EXPIRES: Date: _____ Time: _____ AM/PM					
LOCATION & DESCRIPTION OF CONFINED SPACE:					
PURPOSE OF ENTRY:					
TYPE OF HOT WORK	Cut:	Weld:	Grind:	Repair:	Other:
TYPE OF EQUIPMENT:					
<b>PRECAUTIONS (Please circle YES or NO.)</b>					
Is an air sampling meter used to monitor the presence of flammables/combustibles?					YES NO
Does the confined space contain a flammable/combustible material or atmosphere? ( <i>Flammables/combustibles must <u>not</u> exceed 10% Lower Explosive Limit (LEL).</i> )					YES NO
Does the confined space contain combustible dust or ignitable residue?					YES NO
Have cutting, welding, and other flame/spark producing devices been inspected and are they in good condition?					YES NO
Have flammable/combustible materials been purged from the confined space?					YES NO
Is a fire extinguisher, of the proper type, available and has it been inspected?					YES NO
Is a fire watch posted?					YES NO
Is electrical equipment (lights, air sampling instruments, blowers, etc.) intrinsically safe (explosion proof)?					YES NO
Have sewer and drain openings been covered?					YES NO
Is general ventilation of sufficient capacity (7 air changes per minute) provided and in use?					YES NO
Is local ventilation for welding and cutting arranged so as to remove fumes and smoke at the source?					YES NO
Are respirators, of the proper type, available and in use where required?					YES NO
Have precautions been taken to protect workers from electrical shock?					YES NO
Are welding machine and other equipment safely located, grounded, and spark controlled?					YES NO
<b>TRAINING (Please circle YES or NO.)</b>					
Have all workers been trained to work safely within a confined space?					YES NO
Have all workers completed a pre-entry briefing?					YES NO
Have all workers been trained in emergency procedures?					YES NO
Have all workers been trained to use fire extinguishers?					YES NO
Have all workers been instructed <u>not</u> to bring gas cylinders into the confined space?					YES NO
Have all workers been instructed to remove welding hoses and leads from the confined space when not in use?					YES NO
<b>FIRE WATCH (Please print name clearly.)</b>					
NAME:					
<b>PERSON(S) PERFORMING HOT WORK (Please print name(s) clearly.)</b>					
1)		2)		3)	
<b>SIGNATURE OF PERSON AUTHORIZING ENTRY (ALL ABOVE QUESTIONS <u>MUST</u> BE ANSWERED YES.)</b>					
SIGNATURE:			DATE:		TIME: AM/PM

THIS PERMIT HAS BEEN CANCELED BY: \_\_\_\_\_ TIME: \_\_\_\_\_ DATE: \_\_\_\_\_

## Oak Brook Park District CONFINED SPACE PROTECTION PROGRAM REVIEWS

**In order to keep our "Confined Space Protection Program" current, and make sure it protects our employees from Confined Space hazards, the Safety Coordinator and Director of Parks and Planning of the Oak Brook Park District shall review the program on no less than an annual basis. This includes review of all "Profile Sheets", canceled "Entry Permits", Confined Space Equipment inspection and calibration logs, as well as the written program.**

[illegible]

## OAK BROOK PARK DISTRICT GAS MONITOR CALIBRATION LOG

[illegible]