



# Oak Brook Park District Board Packet

October 17, 2022

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

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**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**October 17, 2022 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL
2. OPEN FORUM
3. CONSENT AGENDA
  - a. APPROVAL OF THE OCTOBER 17, 2022 AGENDA
  - b. APPROVAL OF MINUTES
    - i. September 12, 2022 Regular Board Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING SEPTEMBER 30, 2022
    - i. Warrant 664
4. STAFF RECOGNITION
  - a. None
5. COMMUNICATIONS/PROCLAMATIONS
  - a. Board of Commissioners to share communications.
  - b. Presentation of the Annual Comprehensive Financial Report for the fiscal year ended April 30, 2022, by Lauterbach and Amen, LLP
  - c. Discussion of the intent to sell General Obligation Limited Tax Park Bonds in an amount not to exceed \$3,060,000.
6. REPORTS:
  - a. Communications, IT, and Administration Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report

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**BOARD OF COMMISSIONERS**  
**October 17, 2022 – 6:30 p.m.**  
**Canterberry Room**

7. UNFINISHED BUSINESS

- a. Agreement for Professional Civil Engineering Services for the Ginger Creek Bridge
- b. Synthetic Turf Replacement
- c. Approval of the OSLAD Grant Agreement

8. NEW BUSINESS

- a. Cori's Way Preschool Door Bid
- b. Approval of a Travel Expense for Commissioner Attendance at the 2023 IAPD/IPRA Annual Conference, January 26 - 28, 2023 at the Hyatt Regency Chicago
- c. Employee Insurance, EAP, and FSA Benefits (\*\*Requires Waiving the Board's Rules to Approve at this Meeting.)
- d. Resolution 22-1017: A Resolution authorizing the Park Board President to order calling a public hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds. (\*\*Requires waiving the Board's Rules to Approve at this meeting.)
- e. Resolution 22-1018: A Resolution authorizing the Park Board President to order calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds. (\*\*Requires waiving the Board's Rules to Approve at this meeting.)

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON NOVEMBER 14, 2022, 6:30 P.M.

10. ADJOURNMENT

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.

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**BOARD OF COMMISSIONERS**  
**October 17, 2022 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE 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 a 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 a Second) to approve the Consent Agenda, as presented. **Roll Call Vote...**]*
  - a. APPROVAL OF THE OCTOBER 17, 2022 AGENDA
  - b. APPROVAL OF MINUTES
    - i. September 12, 2022 Regular Board Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING SEPTEMBER 30, 2022
    - i. Warrant 664
4. STAFF RECOGNITION
  - a. None
5. COMMUNICATIONS/PROCLAMATIONS *[For Review and Discussion Only.]*
  - a. Board of Commissioners to share communications.
  - b. Presentation of the Annual Comprehensive Financial Report for the fiscal year ended April 30, 2022, by Lauterbach and Amen, LLP
  - c. Discussion of the intent to sell General Obligation Limited Tax Park Bonds in an amount not to exceed \$3,060,000.
6. REPORTS: *[For Review and Discussion Only.]*
  - a. Communications, IT, and Administration Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report

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**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**October 17, 2022 – 6:30 p.m.**  
**Canterberry Room**

**7. UNFINISHED BUSINESS**

- a. Agreement for Professional Civil Engineering Services for the Ginger Creek Bridge *[Request a motion and a second to accept the proposal from Engineering Resource Associates for a not-to-exceed cost of \$63,603.75 and to approve an agreement between the Oak Brook Park District and Engineering Resource Associates for Professional Consulting Services. **Roll Call Vote...**]*
- b. Synthetic Turf Replacement *[Request a motion and a second to accept the proposal from Field Turf USA, Inc. for the synthetic field turf replacement, and to approve an agreement between the Oak Brook Park District and Field Turf USA, Inc. for a not-to-exceed cost of \$671,755.40. **Roll-Call-Vote...**]*
- c. Approval of the OSLAD Grant Agreement *[Request a motion and a second to approve the agreement between the Oak Brook Park District and the Illinois Department of Natural Resources for OSLAD grant #OS-22-2213. **Roll-Call-Vote...**]*

**8. NEW BUSINESS**

- a. Cori's Way Preschool Door Bid *[For Review and Discussion Only.]*
- b. Approval of a Travel Expense for Commissioner Attendance at the 2023 IAPD/IPRA Annual Conference, January 26 - 28, 2023 at the Hyatt Regency Chicago *[For Review and Discussion Only.]*
- c. Employee Insurance, EAP, and FSA Benefits (\*\*\*)Requires Waiving the Board's Rules to Approve at this Meeting.) *[Request a motion and a second to waive the Board's Rules to approve at this meeting to provide notice to the Village of Oak Brook to terminate the intergovernmental agreement effective January 1, 2023, and to proceed with executing the necessary plan documents to replace current insurance and related services, effective January 1, 2023. **Roll-Call-Vote...**]*  
*Then request a motion and a second to approve at this meeting to provide notice to the Village of Oak Brook to terminate the intergovernmental agreement effective January 1, 2023, and to proceed with executing the necessary plan documents to replace current insurance and related services, effective January 1, 2023. **Roll-Call-Vote...**]*



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**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
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NEW BUSINESS continued

- d. Resolution 22-1017: A Resolution authorizing the Park Board President to order calling a public hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds. (\*\*\*)Requires waiving the Board's Rules to Approve at this meeting.)

*[Request a motion and a second to waive the Board's rules to approve at this meeting, Resolution 22-1017: A Resolution authorizing the Park Board President to order calling a public hearing concerning the intent of the Board of Park Commissioner of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds. **Roll-Call-Vote...**]*

*Then request a motion and a second to approve Resolution 22-1017: A Resolution authorizing the Park Board President to order calling a public hearing concerning the intent of the Board of Park Commissioner of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds. **Roll-Call-Vote...**]*

- e. Resolution 22-1018: A Resolution authorizing the Park Board President to order calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds. (\*\*\*)Requires waiving the Board's Rules to Approve at this meeting.) *[Request a motion and a second to waive the Board's Rules to approve at this meeting, Resolution 22-1018: A Resolution authorizing the Park Board President to order calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds. **Roll-Call-Vote...**]*

*Then request a motion and a second to approve at this meeting, Resolution 22-1018: A Resolution authorizing the Park Board President to order calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds. **Roll-Call-Vote...**]*

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON NOVEMBER 14, 2022, 6:30 P.M. *[Announce the Next Regular Meeting of the Oak Brook Park District Board of Park Commissioners will be held on November 14, 2022, 6:30 p.m. (Second Monday in November due to the Thanksgiving Holiday)]*

10. ADJOURNMENT *[Request a Motion and a Second to adjourn the October 17, 2022 Regular Meeting of the Oak Brook Park District Board of Commissioners. **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.

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## Minutes



**Minutes**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**September 12, 2022 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

President Knitter called to order the regular meeting of the Oak Brook Park District Board of Commissioners at the hour of 6:31 pm. Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter answered "present" from the Oak Brook Park District Family Recreation Center, Canterbury Conference Room. Also present in Canterbury Conference Room was Laure Kosey, Executive Director; 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 were any public comments. No one addressed the Board.

3. CONSENT AGENDA

- a. APPROVAL OF THE SEPTEMBER 12, 2022 AGENDA
- b. APPROVAL OF MINUTES
  - i. August 15, 2022, Regular Board Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING AUGUST 31, 2022
  - i. Warrant 663

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

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

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

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

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the Consent Agenda, and the motion passed by roll call vote.

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

4. STAFF RECOGNITION

- a. None

5. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to share communications.

Commissioner Suleiman stated that residents are concerned about the overcrowding of the outdoor pickleball courts. To help with overcrowding issues, residents were interested in adding lights to extend gameplay into the evening hours.

President Knitter stated that the main concern with the overuse of the courts is due to non-resident usage. Many of the players are from the surrounding communities and are part of traveling pickleball clubs. They know where all the free courts are and rotate between all of them throughout the day. Some clubs are more friendly than others. A few groups are letting additional players rotate into play. However, a growing number of Oak Brook residents are becoming irritated.

Dr. Kosey stated that while at the NRPA National Conference, staff will explore with other park and recreation professionals to seek solutions.

Commissioner Suleiman would like to see the satellite parks advertised to the residents.

President Knitter believes the players will find the courts whether advertised or not.

- b. Oak Brook Park District Master Vision Biannual Review

Dr. Kosey stated that the Master Vision is reviewed twice a year.

- c. Oak Brook Park District Strategic Plan Biannual Review

Dr. Kosey stated that the Park District's Strategic Plan is from 2020 through 2024. There are several items that will be accomplished by November, 2022.

President Knitter asked how the Park District could explore new trends in the next ten years—citing solar or electric opportunities for the Park District to consider as we approach 2030.

6. REPORTS:

- a. Communications, IT, and Administration Report

Dr. Laure Kosey presented her report, which can be found in the Park District's records.

Dr. Kosey reported on the completion of CAPRA and Distinguished Agency, with final interviews coming in early October.

Dr. Kosey stated that the staff has been interviewing civil engineers about the bridge over Ginger Creek. Creating a more sustainable bridge has been needed for some time, as the water levels are unpredictable and the current system floods.

Dr. Kosey informed the Board that there would be additional measures to tighten security in the Preschool Purple Room. These measures will fully enclose the outstanding door inside Cori's Way.

Dr. Kosey invited the Board Members to the annual Friends of the Oak Brook Park District Appreciation Night.

b. Finance & Human Resources Report

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

Mr. Salinas reported on the last four months of the fiscal year. The Personal Property Replacement Taxes came in almost double the collections received the previous year.

Mr. Salinas stated that programming and the aquatic center financials had increased over the last year due to fewer covid-19 related restrictions.

Mr. Salinas stated that the general and recreation funds look better, whereas the Tennis Center has been experiencing fewer group lessons.

President Knitter stated that room rentals at the Family Recreation Center were down.

Staff will follow up on the decrease in room rentals.

c. Recreation & Facilities Report

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

Mr. Thommes stated that the Family Recreation floors have been refinished and are now fully operational.

Mr. Thommes stated that the Halloween Trick or Treat Trail, created initially in light of the covid-19 restrictions, is sold out more than a month before the event.

President Knitter stated that the event is cost-efficient and well attended compared to the Haunted Trail.

Mr. Thommes stated that several healthcare memberships at the Family Recreation Center had been activated, and they had begun offering them to the public.

Dr. Kosey stated that the health care memberships at the Family Recreation Center and repairing the HVAC in the aquatic center were both comments from the Community Wide Attitude and Interest Assessment Survey.

d. Parks & Planning Report

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

Mr. Johnson reported that permitting for the outdoor restrooms and concession were submitted to the Village of Oak Brook for reviewing and permitting.

Mr. Johnson stated that asphalt replacement had been completed, and staff is working on restoring the terrain.

Mr. Johnson reported that the entry gate installation at the Dean Nature Sanctuary is almost complete.

Mr. Johnson stated there had been warranty repairs to the Sandlot playground surface.

Commissioner Ivkovic Kelley asked about the repair of the second-floor fan at the Tennis Center.

Mr. Thommes stated that Craig Tuley from the Tennis Center Maintenance Department was addressing the situation.

7. UNFINISHED BUSINESS

a. Saddle Brook Playground Equipment Purchase

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to accept the proposal from Illinois Play, LLC. for the purchase and installation of playground equipment and surfacing for Saddle Brook Park and to approve an agreement between the Park District and Illinois Play, LLC for a not-to-exceed cost of \$178,028.88.

Mr. Johnson stated that the Park District would keep the fitness equipment at Saddle Brook Park. The equipment would be placed in a separate container.

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

b. Ordinance No. 22-0912 An Ordinance Declaring Surplus Personal Property and Authorizing Conveyance or Sale Thereof

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve Ordinance 22-0912: An Ordinance Declaring Surplus Property and Authorizing Conveyance or Sale Thereof.

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

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

8. NEW BUSINESS

a. Agreement for Professional Civil Engineering Services for the Ginger Creek Bridge

Dr. Kosey stated that the Park District is seeking qualified engineering firms to evaluate the current bridge crossing and design a solution to create accessible access across the creek for pedestrians and small maintenance vehicles.

b. Architect and Engineering Agreement for HVAC System and Pool Deck Replacement at the Aquatic Center. (\*\*\*)Requires Waiving the Board Rules to Approve at this Meeting.)

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to waive the Board Rules to Approve at this Meeting, the Architect and Engineering Agreement for the Replacement of the HVAC System and Pool Deck at the Aquatic Center and to approve a contract between the Oak Brook Park District and Kluber Architects + Engineers for a not-to-exceed cost of \$60,750.00

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

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter  
Nays: None  
Absent: Commissioner Trombetta

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the Architect and Engineering Agreement for the Replacement of the HVAC System and Pool Deck at the Aquatic Center and to approve a contract between the Oak Brook Park District and Kluber Architects + Engineers for a not-to-exceed cost of \$60,750.00.

President Knitter asked if the price was just for the design.

Mr. Thommes stated they are concerned about lead time.

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter  
Nays: None  
Absent: Commissioner Trombetta

c. Synthetic Turf Replacement

President Knitter stated the current turf has been in use for ten years and wanted to know if any new turf products were available to better assist the athlete's safety.

Mr. Johnson stated that there are new field turf products available. The old fill will be recycled, and the new carpet will be reinstalled, which will be safer and better for the heat. They are scheduled to replace the current turf in July or August of 2023 and are hoping to lock in the pricing.

Commissioner Suliman inquired about the best time to install new turf, as July and August seemed busy.

Dr. Kosey stated that the project would be completed during a break between programming.

Mr. Johnson stated that the project would take three weeks.

President Knitter asked how the new turf would be funded.

Dr. Kosey stated that the turf and the HVAC upgrades would be part of the 2023 bond issue.

d. R22-0913: A Resolution Authorizing and Approving a Change Order Involving an Increase in the Contract Price with Chicagoland Paving Contractors, Inc. for the Asphalt Replacement Project. (\*\*\*)Requires Waiving the Board Rules to Approve at this Meeting.)

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to waive the Board Rules, to approve at this meeting, Resolution 22-0913: A Resolution Authorizing and Approving a Change Order Involving an Increase in the Contract with Chicagoland Paving Contractors, Inc, for the Asphalt Replacement Project.

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

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter  
Nays: None  
Absent: Commissioner Trombetta

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve Resolution 22-0913: A Resolution Authorizing and Approving a Change Order Involving an Increase in the Contract with Chicagoland Paving Contractors, Inc, for the Asphalt Replacement Project.

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

Ayes: Commissioners Ivkovic Kelley, Suleiman, Truedson, and President Knitter

Nays: None

Absent: Commissioner Trombetta

9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON OCTOBER 17, 2022, 6:30 P.M.

President Knitter announced that the next Regular Meeting of the Oak Brook Park District of Park Commissioners would be held on October 17, 2022, at 6:30 p.m.

10. ADJOURNMENT

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to adjourn the September 12, 2022, regular meeting of the Oak Brook Park District Board of Commissioners. The motion passed by voice vote, and the meeting adjourned at the hour of 7:00 p.m.

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Laure L. Kosey, Executive Director

## Financial Statement

**Oak Brook Park District**  
**General Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through September 30 2022 and 2021**  
**41.67% completed (5 out of 12 months)**

	Fiscal Year 2022/2023- Highlighted items reflect more than 8.33% variance						FY 2022/2023 compared to FY 2021/2022- Highlighted items reflect more than 10% variance		
	Original Annual Budget	September 2022 Actual	Year-To-Date (YTD) Actual	Year-To-Date Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2021/2022 YTD Actual	Actual Higher/(Lower) than 2021/2022 YTD Actual	Percent Change
<b>REVENUES</b>									
Administration	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
<b>Finance</b>									
Property Taxes	1,444,422	512,024	1,418,828	-	1,418,828	98.2%	1,530,431	(111,602)	-7.3%
Personal Prop. Repl. Taxes	164,900	-	126,766	-	126,766	76.9%	66,851	59,915	89.6%
Investment Income	3,000	584	1,870	-	1,870	62.3%	1,031	838	81.3%
Other	18,350	271	6,405	-	6,405	34.9%	11,875	(5,470)	-46.1%
Central Park North	105,500	6,725	92,271	-	92,271	87.5%	63,106	29,165	46.2%
Central Park	205,500	8,757	166,545	-	166,545	81.0%	175,341	(8,796)	-5.0%
Saddlebrook Park	500	-	-	-	-	0.0%	-	-	N/A
Forest Glen Park	500	-	-	-	-	0.0%	-	-	N/A
Chillem Park	500	-	-	-	-	0.0%	-	-	N/A
Dean Property	500	(3,000)	(3,000)	-	(3,000)	-600.0%	-	(3,000)	N/A
Building-Recreation Center	889,916	22,739	322,534	-	322,534	36.2%	352,043	(29,509)	-8.4%
Central Park West	76,075	4,058	34,209	-	34,209	45.0%	29,360	4,850	16.5%
<b>TOTAL REVENUES</b>	<b>\$ 2,909,662</b>	<b>\$ 552,157</b>	<b>\$ 2,166,429</b>	<b>\$ -</b>	<b>\$ 2,166,429</b>	<b>74.5%</b>	<b>\$ 2,230,038</b>	<b>\$ (63,609)</b>	<b>-2.9%</b>
<b>EXPENDITURES</b>									
Administration	\$ 506,537	\$ 51,203	\$ 198,640	\$ 3,193	201,833	39.2%	\$ 170,496	\$ 28,144	16.5%
Finance	449,301	37,312	142,243	10,524	152,768	31.7%	137,052	5,191	3.8%
Central Park North	36,520	2,185	23,899	1,350	25,249	65.4%	14,329	9,570	66.8%
Central Park	800,337	65,109	311,710	54,772	366,482	38.9%	253,197	58,513	23.1%
Saddlebrook Park	17,116	1,096	4,163	7,548	11,711	24.3%	12,944	(8,781)	-67.8%
Forest Glen Park	26,129	2,048	14,349	6,457	20,806	54.9%	10,926	3,423	31.3%
Chillem Park	8,889	-	2,882	1,184	4,065	32.4%	1,589	1,293	81.4%
Dean Property	14,632	1,555	12,122	3,371	15,493	82.8%	2,879	9,243	321.0%
Professional Services	55,500	860	8,041	2,270	10,311	14.5%	7,203	839	11.6%
Contracts- Maint. DNS	26,000	5,372	13,429	1,000	14,429	51.7%	17,275	(3,846)	-22.3%
Building-Recreation Center	976,449	101,314	368,309	65,008	433,317	37.7%	286,328	81,981	28.6%
Central Park West	73,707	4,580	20,498	11,895	32,393	27.8%	13,665	6,833	50.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,991,117</b>	<b>\$ 272,634</b>	<b>\$ 1,120,286</b>	<b>\$ 168,570</b>	<b>\$ 1,288,856</b>	<b>37.5%</b>	<b>\$ 927,882</b>	<b>\$ 192,403</b>	<b>20.7%</b>
<b>TRANSFERS OUT</b>	\$ 382,575	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	N/A
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 3,373,692</b>	<b>\$ 272,634</b>	<b>\$ 1,120,286</b>	<b>\$ 168,570</b>	<b>\$ 1,288,856</b>	<b>33.2%</b>	<b>\$ 927,882</b>	<b>\$ 192,403</b>	<b>20.7%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ (464,030)</b>	<b>\$ 279,522</b>	<b>\$ 1,046,144</b>	<b>\$ (168,570)</b>	<b>\$ 877,573</b>	<b>-225.4%</b>	<b>\$ 1,302,156</b>	<b>\$ (256,012)</b>	<b>-19.7%</b>

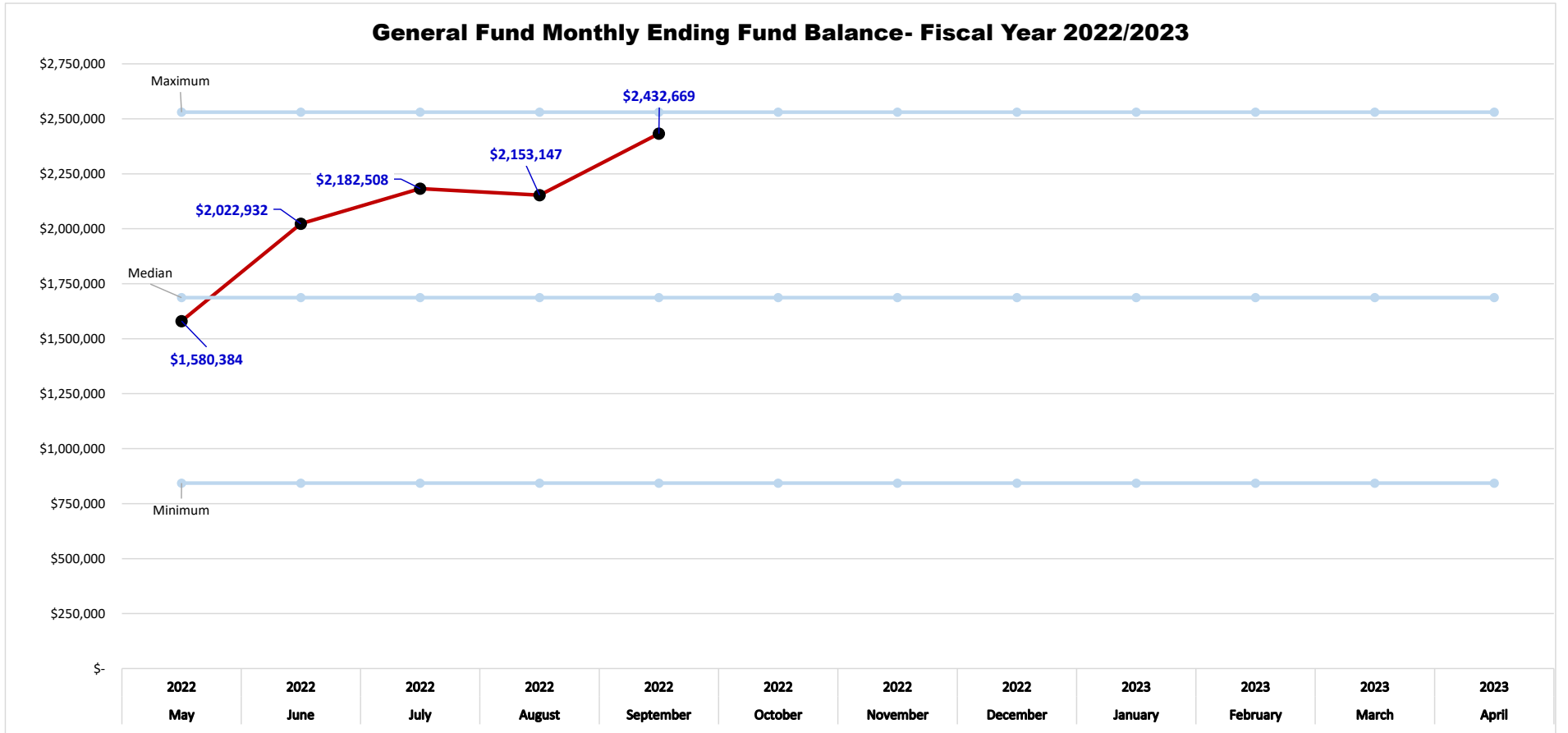
**Note>** Fiscal year 2022/2023 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2021/2022, the highlighted items reflect a variance of +/-10.00% or greater.



**Oak Brook Park District**  
**Schedule of Ending Monthly Fund Balance- General Fund**

Actuals- Unaudited

	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023
Beginning Unassigned	\$ 1,386,526	\$ 1,580,384	\$ 2,022,932	\$ 2,182,508	\$ 2,153,147							
Monthly Net Surplus/(Deficit)	193,858	442,548	159,576	(29,361)	279,522							
Ending Unassigned	\$ 1,580,384	\$ 2,022,932	\$ 2,182,508	\$ 2,153,147	\$ 2,432,669							



Minimum (3 months Exp.)	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423	\$ 843,423
Median (6 months Exp.)	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846	\$ 1,686,846
Maximum (9 months Exp.)	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269	\$ 2,530,269

**Oak Brook Park District**  
**Recreation Fund Revenue and Expenditure Summary - Unaudited**  
**Fiscal Year-to-Date Activity through September 30 2022 and 2021**  
**41.67% completed (5 out of 12 months)**

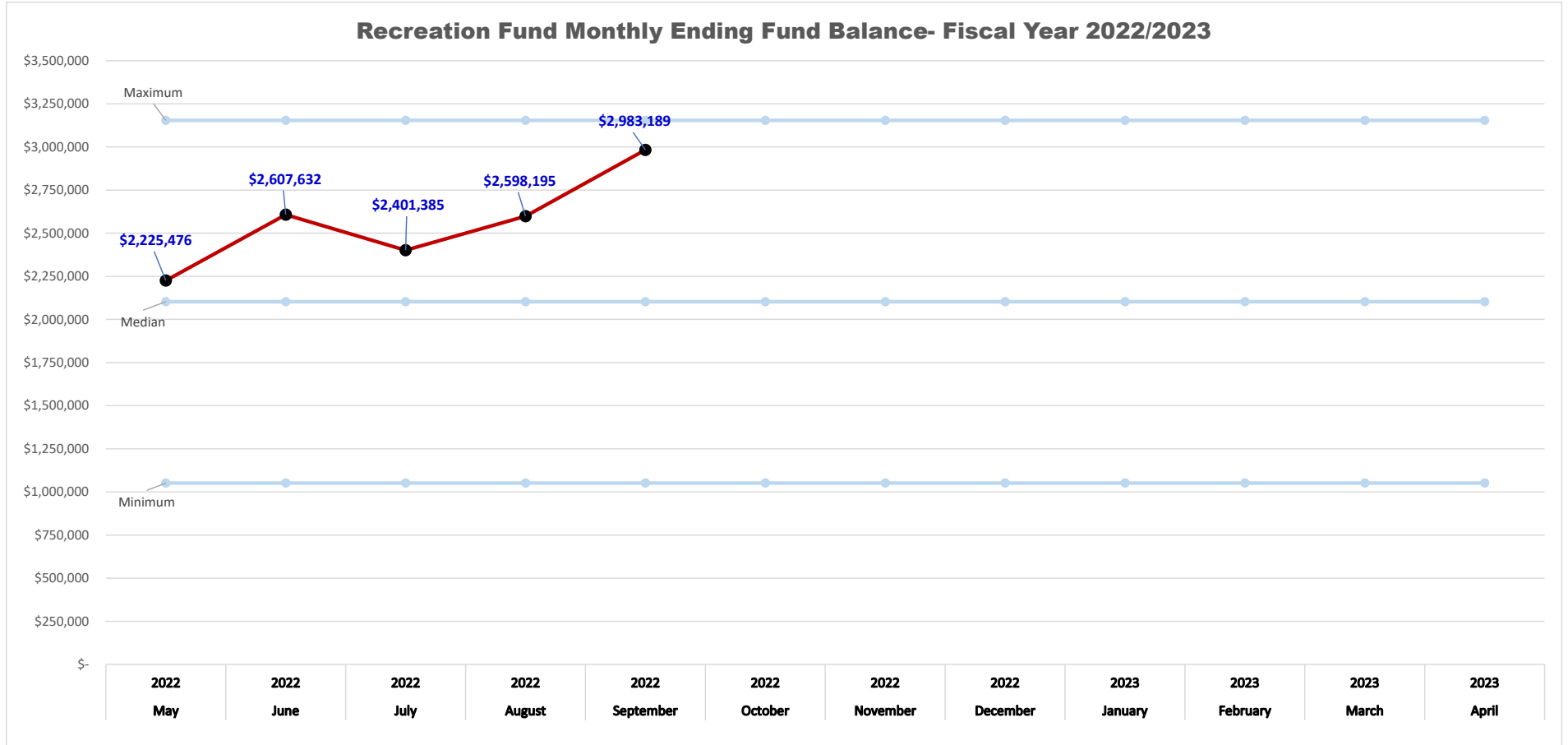
	Fiscal Year 2022/2023- Highlighted items reflect more than 8.33% variance						FY 2022/2023 compared to FY 2021/2022- Highlighted items reflect more than 10% variance		
	Original Annual Budget	September 2022 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2021/2022 YTD Actual	Actual Higher/(Lower) than 2021/2022 YTD Actual	Percent Change
<b>REVENUES</b>									
<b>Administration</b>									
Property Taxes	\$ 1,244,269	\$ 440,827	\$ 1,221,540	\$ -	\$ 1,221,540	98.2%	\$ 1,188,903	\$ 32,637	2.7%
Personal Prop. Repl. Taxes	51,913	-	39,908	-	39,908	76.9%	21,046	18,862	89.6%
Investment Income	5,500	1,211	3,947	-	3,947	71.8%	1,158	2,790	241.0%
Other	2,000	259	1,773	-	1,773	88.7%	923	850	92.1%
<b>Fitness Center</b>	531,393	45,187	237,966	-	237,966	44.8%	149,813	88,153	58.8%
<b>Aquatic Center</b>	421,187	35,019	222,269	-	222,269	52.8%	131,749	90,520	68.7%
<b>Aquatic Recreation Prog.</b>	600,033	17,834	219,592	-	219,592	36.6%	211,753	7,838	3.7%
<b>Children's Programs</b>	375,820	44,491	346,755	-	346,755	92.3%	241,720	105,035	43.5%
<b>Preschool Programs</b>	312,646	36,212	109,601	-	109,601	35.1%	70,831	38,770	54.7%
<b>Youth Programs</b>	222,904	6,336	205,783	-	205,783	92.3%	136,721	69,062	50.5%
<b>Adult Programs</b>	49,235	2,290	40,812	-	40,812	82.9%	21,611	19,200	88.8%
<b>Pioneer Programs</b>	73,675	2,393	21,211	-	21,211	28.8%	24,540	(3,328)	-13.6%
<b>Special Events and Trips</b>	115,370	5,635	40,548	-	40,548	35.1%	30,778	9,771	31.7%
<b>Marketing</b>	49,000	1,100	7,950	-	7,950	16.2%	1,750	6,200	354.3%
<b>Capital Outlay</b>	-	-	-	-	-	N/A	-	-	N/A
<b>TOTAL REVENUES</b>	<b>\$ 4,054,945</b>	<b>\$ 638,794</b>	<b>\$ 2,719,657</b>	<b>\$ -</b>	<b>\$ 2,719,657</b>	<b>67.1%</b>	<b>\$ 2,233,296</b>	<b>\$ 486,361</b>	<b>21.8%</b>
<b>EXPENDITURES</b>									
<b>Administration</b>	\$ 896,944	\$ 61,494	\$ 280,051	\$ 38,118	\$ 318,169	31.2%	\$ 256,527	\$ 23,524	9.2%
<b>Fitness Center</b>	411,456	25,324	109,547	39,946	149,494	26.6%	121,419	(11,871)	-9.8%
<b>Aquatic Center</b>	958,416	77,343	370,945	72,721	443,666	38.7%	197,095	173,849	88.2%
<b>Aquatic Recreation Prog.</b>	293,015	8,712	87,845	4	87,848	30.0%	80,434	7,411	9.2%
<b>Children's Programs</b>	269,006	13,071	78,618	8,935	87,552	29.2%	65,897	12,721	19.3%
<b>Preschool Programs</b>	292,792	23,004	57,067	4	57,071	19.5%	38,108	18,959	49.8%
<b>Youth Programs</b>	171,426	2,853	92,773	4	92,777	54.1%	40,896	51,877	126.8%
<b>Adult Programs</b>	29,540	2,030	8,254	596	8,850	27.9%	3,212	5,042	157.0%
<b>Pioneer Programs</b>	141,389	8,687	31,200	1,600	32,800	22.1%	37,814	(6,613)	-17.5%
<b>Special Events and Trips</b>	90,002	7,912	44,306	5,228	49,534	49.2%	19,756	24,551	124.3%
<b>Marketing</b>	262,458	23,370	90,463	311	90,774	34.5%	70,074	20,389	29.1%
<b>Capital Outlay</b>	211,250	-	39,112	95,000	134,112	18.5%	130,036	(90,924)	-69.9%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,027,692</b>	<b>\$ 253,799</b>	<b>\$ 1,290,182</b>	<b>\$ 262,465</b>	<b>\$ 1,552,647</b>	<b>32.0%</b>	<b>\$ 1,061,267</b>	<b>\$ 228,915</b>	<b>21.6%</b>
<b>TRANSFERS OUT</b>	\$ 177,972	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	N/A
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 4,205,664</b>	<b>\$ 253,799</b>	<b>\$ 1,290,182</b>	<b>\$ 262,465</b>	<b>\$ 1,552,647</b>	<b>30.7%</b>	<b>\$ 1,061,267</b>	<b>\$ 228,915</b>	<b>21.6%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ (150,719)</b>	<b>\$ 384,994</b>	<b>\$ 1,429,475</b>	<b>\$ (262,465)</b>	<b>\$ 1,167,010</b>	<b>-948.4%</b>	<b>\$ 1,172,029</b>	<b>\$ 257,446</b>	<b>22.0%</b>

**Note>** Fiscal year 2022/2023 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2021/2022, the highlighted items reflect a variance of +/-10.00% or greater.

**Oak Brook Park District**  
**Schedule of Ending Monthly Fund Balance- Recreation Fund**

Actuals- Unaudited

	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023
Beginning Committed	\$ 1,553,714	\$ 2,225,476	\$ 2,607,632	\$ 2,401,385	\$ 2,598,195							
Monthly Net Surplus/(Deficit)	671,762	382,156	(206,247)	196,810	384,994							
Ending Committed	\$ 2,225,476	\$ 2,607,632	\$ 2,401,385	\$ 2,598,195	\$ 2,983,189							



Minimum (3 months Exp.)	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416	\$ 1,051,416
Median (6 months Exp.)	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832	\$ 2,102,832
Maximum (9 months Exp.)	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248	\$ 3,154,248

**Oak Brook Park District**  
**Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited**  
**Fiscal Year-to-Date Activity through September 30 2022 and 2021**  
**41.67% completed (5 out of 12 months)**

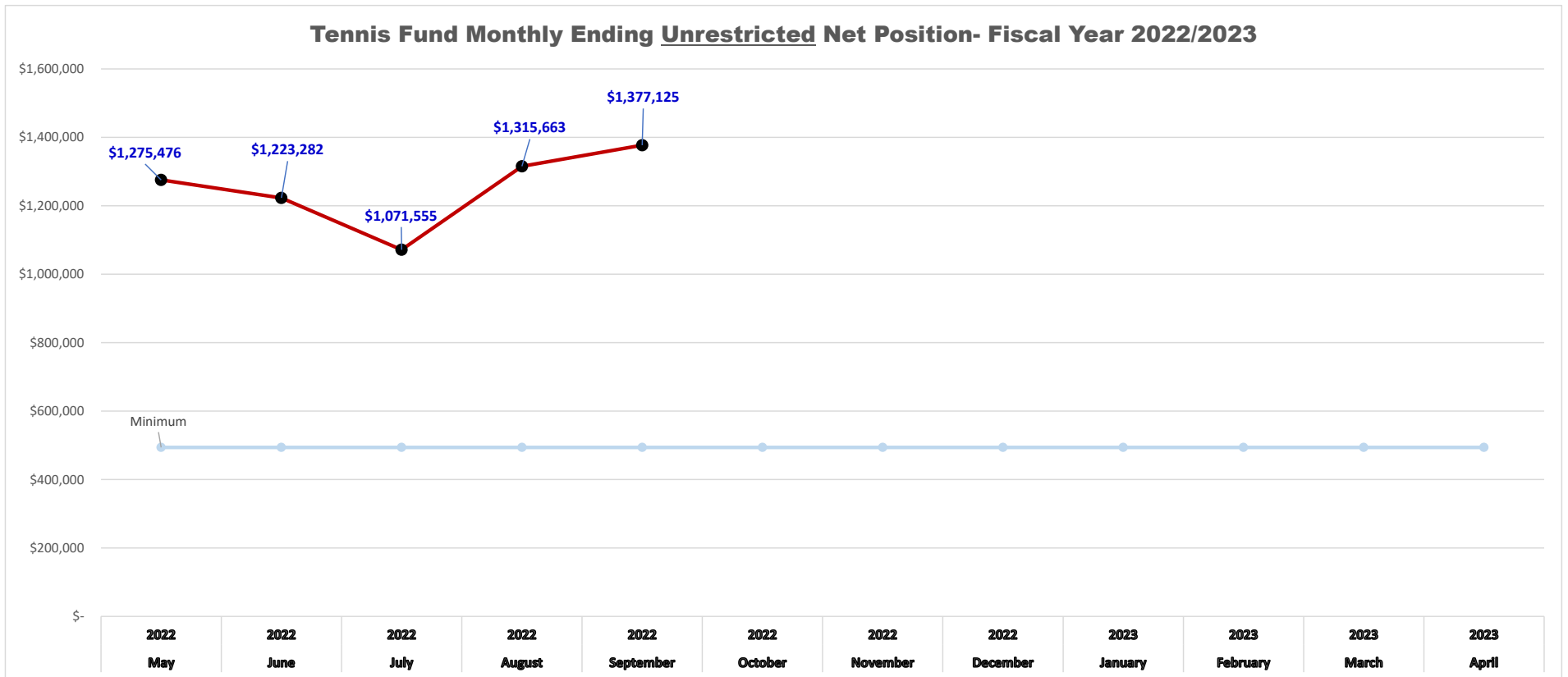
	Fiscal Year 2022/2023- Highlighted items reflect more than 8.33% variance						FY 2022/2023 compared to FY 2021/2022- Highlighted items reflect more than 10% variance		
	Original Annual Budget	September 2022 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2021/2022 YTD Actual	FY 2022/2023 YTD Actual Higher/(Lower) than 2021/2022 YTD Actual	Percent Change
<b>REVENUES</b>									
Administration	\$ 16,000	\$ 13,545	\$ 18,375	\$ -	\$ 18,375	114.8%	\$ 28,449	\$ (10,074)	-35.4%
Building- Racquet Club	500	-	-	-	-	0.0%	-	-	N/A
Programs- Racquet Club	1,886,500	217,026	830,049	-	830,049	44.0%	749,514	80,536	10.7%
<b>TOTAL REVENUES</b>	<b>\$ 1,903,000</b>	<b>\$ 230,572</b>	<b>\$ 848,424</b>	<b>\$ -</b>	<b>\$ 848,424</b>	<b>44.6%</b>	<b>\$ 777,962</b>	<b>\$ 70,462</b>	<b>9.1%</b>
<b>EXPENSES</b>									
Administration	\$ 760,230	\$ 85,170	\$ 255,326	\$ 2,552	\$ 257,878	33.6%	\$ 203,791	\$ 51,535	25.3%
Building- Racquet Club	387,912	21,852	98,065	78,699	176,764	25.3%	95,773	2,292	2.4%
Programs- Racquet Club	827,500	62,088	231,336	5,603	236,938	28.0%	186,091	45,245	24.3%
Capital Outlay	180,000	-	61,900	-	61,900	34.4%	37,834	24,066	N/A
<b>TOTAL EXPENSES</b>	<b>\$ 2,155,641</b>	<b>\$ 169,110</b>	<b>\$ 646,627</b>	<b>\$ 86,854</b>	<b>\$ 733,480</b>	<b>30.0%</b>	<b>\$ 523,489</b>	<b>\$ 123,138</b>	<b>23.5%</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (252,641)</b>	<b>\$ 61,461</b>	<b>\$ 201,798</b>	<b>\$ (86,854)</b>	<b>\$ 114,944</b>	<b>-79.9%</b>	<b>\$ 254,473</b>	<b>\$ (52,676)</b>	<b>-20.7%</b>

**Note>** Fiscal year 2022/2023 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2021/2022, the highlighted items reflect a variance of +/-10.00% or greater.

**Oak Brook Park District**  
**Schedule of Ending Monthly Net Position- Tennis Fund**

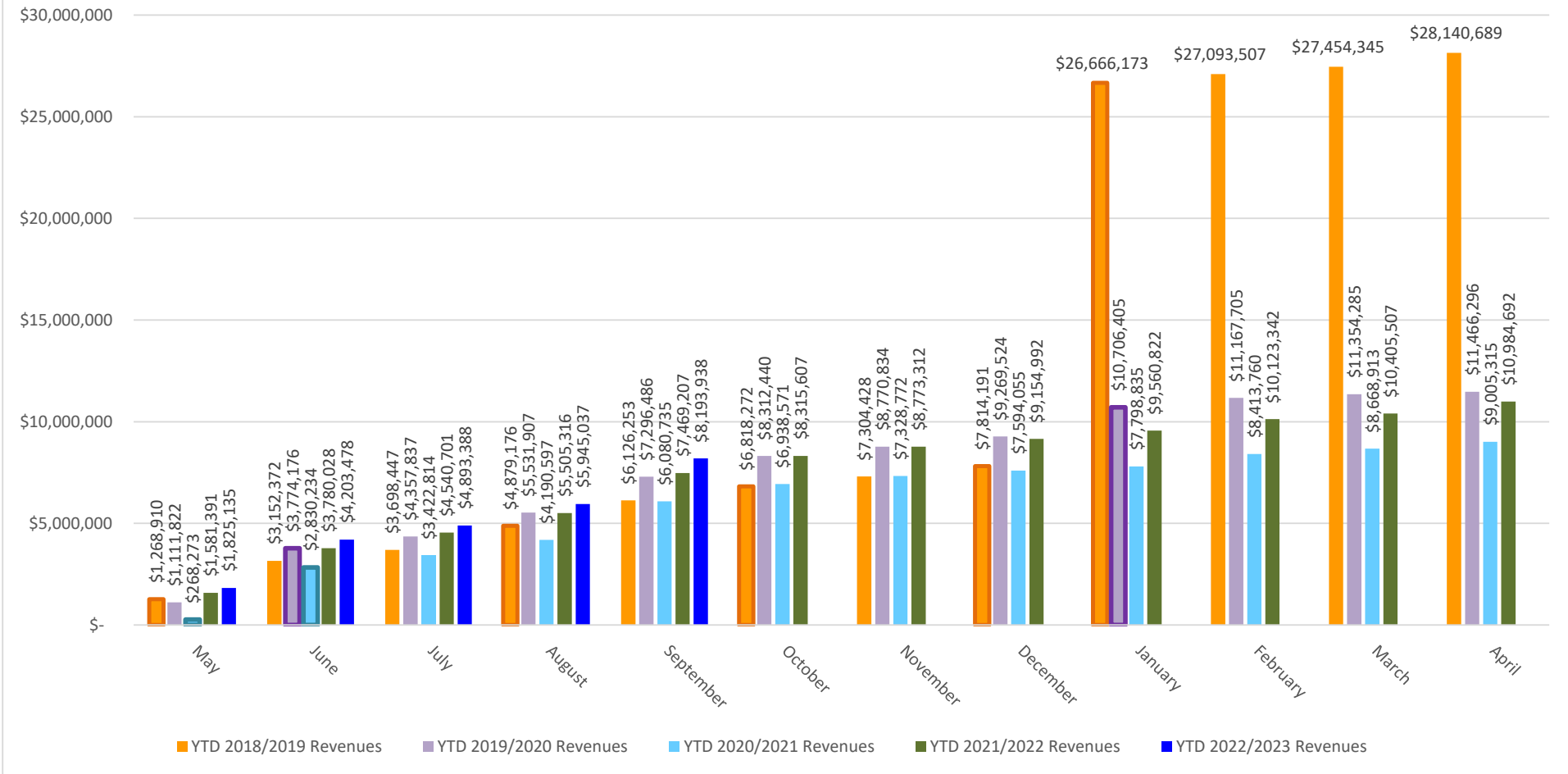
Actuals- Unaudited

	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023
Beginning Investment in Capital Assets	\$ 1,656,416	\$ 1,820,731	\$ 1,820,731	1,882,631	1,718,316							
Beginning Unrestricted	1,237,227	1,275,476	1,223,282	1,071,555	1,315,663							
Monthly Net Surplus/(Deficit)	270,522	(42,479)	(81,730)	(5,977)	61,461							
Ending Investment in Capital Assets	1,820,731	1,820,731	1,882,631	1,718,316	1,718,316							
<b>Ending Unrestricted</b>	<b>1,275,476</b>	<b>1,223,282</b>	<b>1,071,555</b>	<b>1,315,663</b>	<b>1,377,125</b>							



Minimum (3 months Exp.)	\$	493,910	\$	493,910	\$	493,910	\$	493,910	\$	493,910	\$	493,910	\$	493,910	\$	493,910
Median (6 months Exp.)		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A
Maximum (9 months Exp.)		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A

## Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



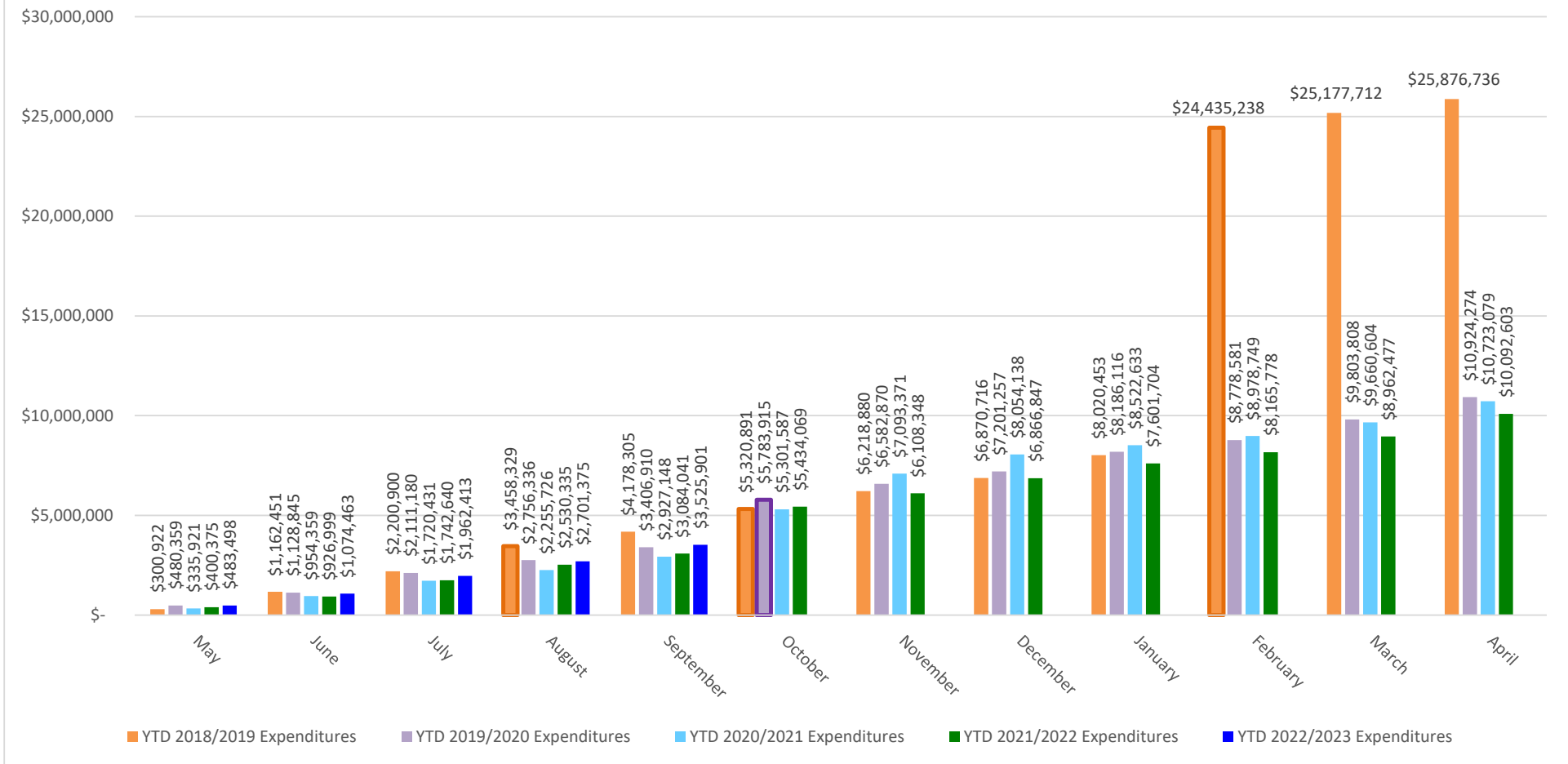
### NOTES

**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 \$229,000 in new revenues related to our management of the Village's aquatic center. Tennis group lesson revenue is also significantly higher than prior year. In January 2019 the District received approximately \$18.1 million in bond proceeds to be used for the purchase of 34 acres of land.

**2019/2020:** The large increase in YTD revenues beginning in June 2019 is attributed to the increase in property tax receipts in our Debt Service Fund for the repayment of our 2019 "referendum" bonds. The 1st payment on these bonds is scheduled for October 30, 2019. In January 2020, we recorded \$450,000 in proceeds from the issuance of our 2020 debt certificates plus another \$500,000 in proceeds from a promissory note. These proceeds to fund various outdoor lighting upgrades.

**2020/2021** The large decreases in May and June 2020 revenues is attributed to the closure of all our indoor and outdoor recreation facilities as a result of the COVID-19 pandemic. Such closure began in Mid-March and extended through the end of June 2020, with the resumption of limited on-site programming during the month of June.

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

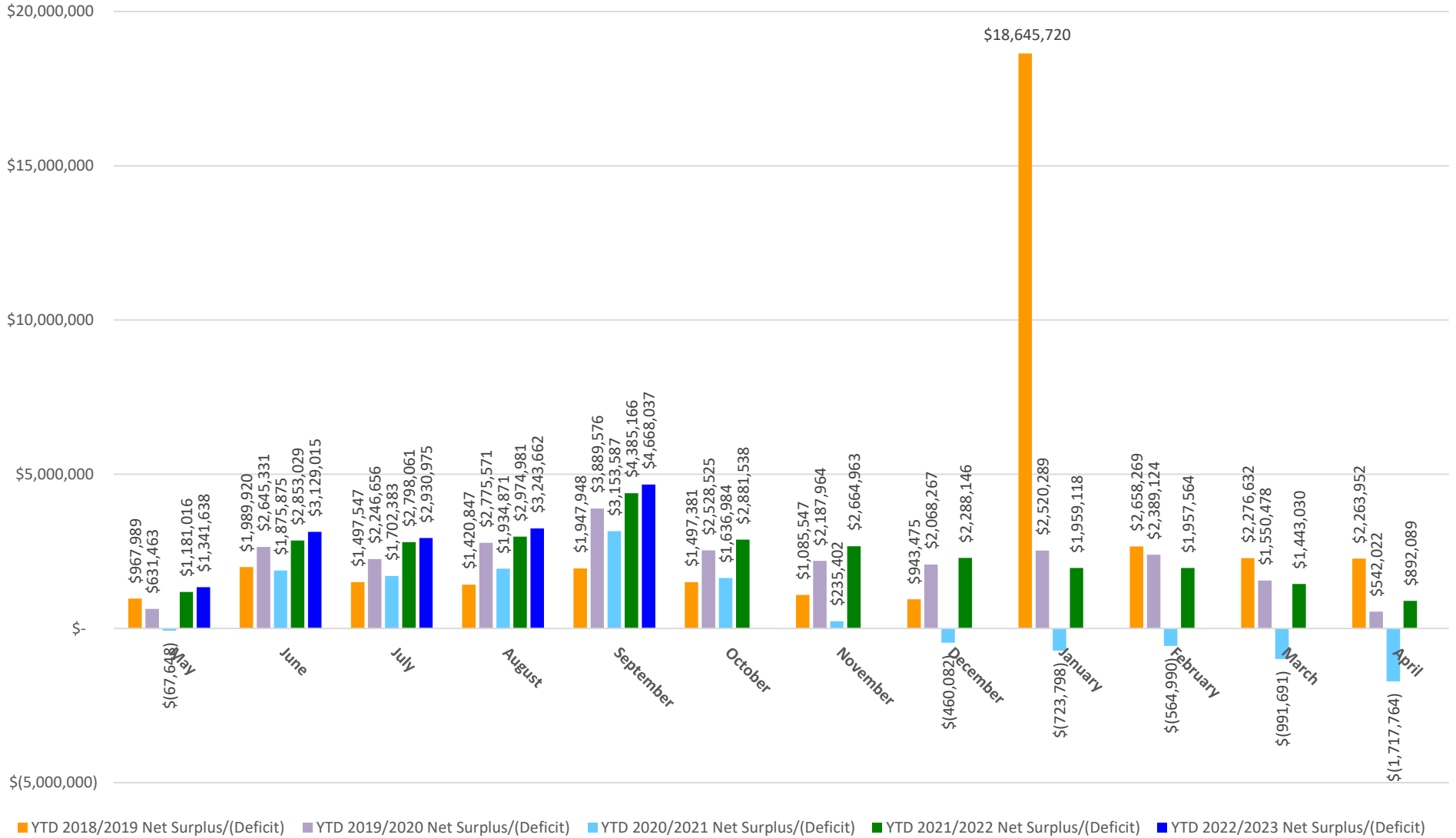


### NOTES

**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 that month we recognized \$502,035 in capital costs which brings the YTD total to \$936,997. 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. In February 2019 the District recorded \$15.8 million in capital expenditures for the purchase of 34 acres of land.

**2019/2020:** During October 2019, we made a \$1,226,621 payment on our 2019 G.O. bonds as well as a \$334,605 payment on our 2016/2012 G.O. bonds.

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







**OAK BROOK PARK DISTRICT**  
**SUMMARIZED REVENUE & EXPENSE REPORT**  
**September 2022**

FUND NAME	FY 2022/2023 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (5 months)
<b>GENERAL CORPORATE FUND</b>			
REVENUES	\$ 2,909,662	\$ 552,157	\$ 2,166,429
EXPENDITURES	3,373,692	272,634	1,120,286
SURPLUS/(DEFICIT)	\$ (464,030)	\$ 279,522	\$ 1,046,144
<b>RECREATION FUND</b>			
REVENUES	\$ 4,054,945	\$ 638,794	\$ 2,719,657
EXPENDITURES	4,205,664	253,799	1,290,182
SURPLUS/(DEFICIT)	\$ (150,719)	\$ 384,994	\$ 1,429,475
<b>IMRF FUND</b>			
REVENUES	\$ 157,555	\$ 39,800	\$ 145,522
EXPENDITURES	195,000	20,248	75,211
SURPLUS/(DEFICIT)	\$ (37,445)	\$ 19,553	\$ 70,311
<b>LIABILITY INSURANCE FUND</b>			
REVENUES	\$ 149,199	\$ 48,675	\$ 144,278
EXPENDITURES	158,808	4,258	72,163
SURPLUS/(DEFICIT)	\$ (9,609)	\$ 44,416	\$ 72,116
<b>AUDIT FUND</b>			
REVENUES	\$ 12,240	\$ 4,762	\$ 13,201
EXPENDITURES	13,295	400	12,175
SURPLUS/(DEFICIT)	\$ (1,055)	\$ 4,362	\$ 1,026
<b>DEBT SERVICE FUND</b>			
REVENUES	\$ 1,843,916	\$ 538,749	\$ 1,492,896
EXPENDITURES	1,828,422	7,101	10,101
SURPLUS/(DEFICIT)	\$ 15,494	\$ 531,648	\$ 1,482,795
<b>RECREATIONAL FACILITIES FUND (TENNIS CENTER)</b>			
REVENUES	\$ 1,903,000	\$ 230,572	\$ 848,424
EXPENSES	2,155,641	169,110	646,627
SURPLUS/(DEFICIT)	\$ (252,641)	\$ 61,461	\$ 201,798
<b>SPECIAL RECREATION FUND</b>			
REVENUES	\$ 325,473	\$ 104,430	\$ 289,380
EXPENDITURES	290,977	3,931	63,215
SURPLUS/(DEFICIT)	\$ 34,496	\$ 100,498	\$ 226,165
<b>CAPITAL PROJECT FUND</b>			
REVENUES	\$ 3,520,500	\$ 174	\$ 100,656
EXPENDITURES	1,108,100	65,175	115,465
SURPLUS/(DEFICIT)	\$ 2,412,400	\$ (65,001)	\$ (14,809)



**OAK BROOK PARK DISTRICT**  
**SUMMARIZED REVENUE & EXPENSE REPORT**  
**September 2022**

<b>FUND NAME</b>	<b>FY 2022/2023 ANNUAL BUDGET</b>	<b>CURRENT MONTH ACTUAL</b>	<b>Y-T-D ACTUAL (5 months)</b>
<b>SOCIAL SECURITY FUND</b>			
REVENUES	\$ 284,184	\$ 90,220	\$ 273,494
EXPENDITURES	272,000	27,864	120,477
SURPLUS/(DEFICIT)	\$ 12,184	\$ 62,356	\$ 153,017
<b>CONSOLIDATED SUMMARY</b>			
REVENUES	\$ 15,160,674	\$ 2,248,332	\$ 8,193,938
EXPENDITURES/EXPENSES	13,601,599	824,521	3,525,901
SURPLUS/(DEFICIT)	\$ 1,559,075	\$ 1,423,811	\$ 4,668,037

**OAK BROOK PARK DISTRICT  
CONSOLIDATED REVENUES AND EXPENDITURES REPORT  
Month: September 2022**

	<b>CONSOLIDATED TOTALS</b>
<b>REVENUES</b>	
Property Taxes	\$ 1,779,328
Replacement Taxes	-
Recreation Program Fees	314,383
Fitness Center Fees	45,187
Aquatic Center & Program Fees	52,852
Marketing	1,100
FRC Rental/Member Fees	22,739
CPW Building Rentals	4,058
Field Rentals- Central Park	8,757
Field Rentals- Central Park North	6,725
Satellite Parks & DNS	(3,000)
Interest	3,088
Grant Proceeds	-
Transfers	-
Donations	-
Sponsorship	-
Overhead Revenue	-
Miscellaneous	13,115
<b>TOTAL- REVENUES</b>	<b>\$ 2,248,332</b>
<b>EXPENDITURES/EXPENSES</b>	
Accounts Payable and Other	\$ 99,557
Overhead Expenditures	-
September Payroll and Related Benefits	724,964
<b>TOTAL EXPENDITURES/EXPENSES</b>	<b>\$ 824,521</b>
 <b>NET REVENUES/(EXPENDITURES/EXPENSES)</b>	 <b>\$ 1,423,811</b>

**Oak Brook Park District  
Consolidated Balance Sheet  
As of September 30, 2022**

**ASSETS**

	<b>Consolidated Totals</b>
<b>Current Assets</b>	
Cash and Investments	\$ 9,911,984
Receivables - Net of Allowances	
Property Taxes	5,122,622
Accounts	535,370
Due from Other Funds	-
Prepays	31,732
Inventories	<u>22,977</u>
Total Current Assets	<u>\$ 15,624,685</u>
<b>Noncurrent Assets</b>	
Capital Assets	
Non-depreciable	\$ 41,275
Depreciable	5,277,485
Accumulated Depreciation	<u>(3,662,343)</u>
Total Noncurrent Assets	<u>\$ 1,656,417</u>
Total Assets	<u>\$ 17,281,102</u>

**DEFERRED OUTFLOWS OF RESOURCES**

Deferred Items-IMRF	\$ 57,447
<b>Total Assets and Deferred outflows of Resources</b>	<b><u>\$ 17,338,549</u></b>

**LIABILITIES**

<b>Current Liabilities</b>	
Accounts Payable	\$ 43,291
Accrued Payroll	12,014
Retainage Payable	-
Unearned Revenue	584,808
Due To Other Funds	-
Unclaimed Property	<u>7,108</u>
Total Current Liabilities	<u>\$ 647,221</u>
<b>Noncurrent Liabilities</b>	
Compensated Absences Payable	\$ 23,589
Net Pension Liability - IMRF	(274,756)
Total OPEB Liability - RBP	<u>58,097</u>
Total Noncurrent Liabilities	<u>\$ (193,070)</u>
Total Liabilities	<u>\$ 454,151</u>

**DEFERRED INFLOWS OF RESOURCES**

Deferred Items - IMRF	\$ 302,415
Property Taxes	5,122,622
<b>Total Liabilities and Deferred Inflows of Resources</b>	<b><u>\$ 5,879,188</u></b>

**FUND/NET POSITION BALANCES**

Net Investment in Capital Assets	\$ 1,718,316
Non-spendable	-
Restricted	2,208,951
Committed	3,722,299
Unassigned/Unrestricted	<u>3,809,794</u>
<b>Total Fund Balances</b>	<b><u>\$ 11,459,361</u></b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b><u>\$ 17,338,549</u></b>

**OAK BROOK PARK DISTRICT**  
**Treasurer's Report- As of September 30, 2022**

<b>Investment Type</b>	<b>Bank/Institution</b>	<b>Balance</b>	<b>Rate/APY</b>	<b>Description/Note</b>	<b>Concentration Percentage</b>
<b><u>Money Market</u></b>					
	Evergreen Bank	\$ 5,055,770.45	0.600%	Interest-bearing	89.87%
	Hinsdale Bank	263,637.98	2.540%	Interest-bearing	4.69%
	Sub-Total:	<u>\$ 5,319,408.43</u>			<u>94.56%</u>
<b><u>Savings</u></b>					
	Evergreen Bank	\$ 97,473.21	0.650%	Interest-bearing (Insured Cash Sweep)	1.73%
<b><u>Checking</u></b>					
	Fifth Third Bank	\$ 153,255.02	0.450%	Interest-bearing	2.72%
<b><u>Investment Pool</u></b>					
	The Illinois Funds	\$ 55,537.92	2.516%	Illinois Public Treasurers' Investment Pool	0.99%
	<b>Grand Total Investments:</b>	<u><u>\$ 5,625,674.58</u></u>			<u><u>100.00%</u></u>

<b><u>Benchmark</u></b>					
<b>Three-month U.S. Treasury Bill</b>			3.267%	Highly liquid short-term security. Payment of principal and interest guaranteed by the full faith and credit of the U.S. government. Rate is as of the day's close on 9/30/2022.	

**Oak Brook Park District**  
**Schedule of Capital Expenditures/Expenses**  
**As of September 30, 2022**

DESCRIPTION	VENDOR	Year-to-Date Expenditures
<b>Capital Project Fund</b>		
Central Park North Phase 2- Design & engineering, soil borings, etc. (82% allocation)	Charles Vincent George; Geocon Professional Services	\$ 62,974.30
Central Park North Phase 2- Legal fees	Robbins Schwartz	9,412.00
FRC preschool playground	Perfect Turf, Peerless Enterprise	42,235.00
FRC roof improvements- Legal fees	Robbins Schwartz	844.00
	<b>SUBTOTAL BALANCE</b>	<b>\$ 115,465.30</b>
<b>Recreation Fund</b>		
Fitness equipment- capital lease payment No. 3 of 3	Lease Servicing Center	\$ 39,111.66
	<b>SUBTOTAL BALANCE</b>	<b>\$ 39,111.66</b>
<b>Tennis Fund</b>		
Outdoor tennis court resurfacing and coating	American Sealcoating, Inc.	\$ 61,900.00
	<b>SUBTOTAL BALANCE</b>	<b>\$ 61,900.00</b>
<b>Special Recreation Fund</b>		
Central Park North Phase 2- Design & engineering, soil borings, etc. (18% allocation)	Charles Vincent George	\$ 4,887.90
FRC preschool playground	Perfect Turf	20,000.00
	<b>SUBTOTAL BALANCE</b>	<b>\$ 24,887.90</b>
<b>TOTAL YEAR-TO-DATE CAPITAL EXPENDITURES</b>		<b>\$ 241,364.86</b>

Warrant

WARRANT #664  
INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
POST DATES 10/17/2022 - 10/17/2022  
UNJOURNALIZED  
OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44466	ANDERSON ELEVATOR CO.	09/01/2022	10/17/2022	608.00	608.00	Open	N
44556	ANDERSON ELEVATOR CO.	09/22/2022	10/17/2022	245.00	245.00	Open	N
44561	ANDERSON ELEVATOR CO.	09/22/2022	10/17/2022	245.00	245.00	Open	N
44421	AQUA PURE ENTERPRISES, INC.	07/13/2022	10/17/2022	1,125.47	1,125.47	Open	N
44628	AQUA PURE ENTERPRISES, INC.	10/05/2022	10/17/2022	1,477.89	1,477.89	Open	N
44633	AQUA PURE ENTERPRISES, INC.	09/14/2022	10/17/2022	1,228.37	1,228.37	Open	N
44430	BATTERIES PLUS LLC	09/01/2022	10/17/2022	144.29	144.29	Open	N
44428	BEST OFFICIALS	09/01/2022	10/17/2022	492.00	492.00	Open	N
44429	BEST OFFICIALS	09/01/2022	10/17/2022	574.00	574.00	Open	N
44590	BEST OFFICIALS	10/04/2022	10/17/2022	984.00	984.00	Open	N
44591	BEST OFFICIALS	10/04/2022	10/17/2022	584.00	584.00	Open	N
44623	BOB JOHNSON	09/12/2022	10/17/2022	508.98	508.98	Open	N
44517	BSN SPORTS	08/25/2022	10/17/2022	508.00	508.00	Open	N
44568	BUTTREY RENTAL SERVICE INC.	09/09/2022	10/17/2022	328.50	328.50	Open	N
44595	CARDMEMBER SERVICE	09/27/2022	10/17/2022	1,547.19	1,547.19	Open	N
44596	CARDMEMBER SERVICE	09/27/2022	10/17/2022	1,245.37	1,245.37	Open	N
44597	CARDMEMBER SERVICE	09/27/2022	10/17/2022	804.56	804.56	Open	N
44598	CARDMEMBER SERVICE	09/27/2022	10/17/2022	336.49	336.49	Open	N
44599	CARDMEMBER SERVICE	09/27/2022	10/17/2022	2,391.17	2,391.17	Open	N
44600	CARDMEMBER SERVICE	09/27/2022	10/17/2022	363.80	363.80	Open	N
44601	CARDMEMBER SERVICE	09/27/2022	10/17/2022	53.97	53.97	Open	N
44602	CARDMEMBER SERVICE	09/27/2022	10/17/2022	2,148.05	2,148.05	Open	N
44603	CARDMEMBER SERVICE	09/27/2022	10/17/2022	240.74	240.74	Open	N
44604	CARDMEMBER SERVICE	09/27/2022	10/17/2022	337.31	337.31	Open	N
44605	CARDMEMBER SERVICE	09/27/2022	10/17/2022	273.58	273.58	Open	N
44606*	CARDMEMBER SERVICE	09/27/2022	10/17/2022	990.07	990.07	Open	N
44607	CARDMEMBER SERVICE	09/27/2022	10/17/2022	321.10	321.10	Open	N
44608	CARDMEMBER SERVICE	09/27/2022	10/17/2022	1,665.52	1,665.52	Open	N
44609	CARDMEMBER SERVICE	09/27/2022	10/17/2022	11,567.75	11,567.75	Open	N
44610	CARDMEMBER SERVICE	09/27/2022	10/17/2022	954.91	954.91	Open	N
44611	CARDMEMBER SERVICE	09/27/2022	10/17/2022	50.79	50.79	Open	N
44612	CARDMEMBER SERVICE	09/27/2022	10/17/2022	188.47	188.47	Open	N
44613	CARDMEMBER SERVICE	09/27/2022	10/17/2022	15.03	15.03	Open	N
44614*	CARDMEMBER SERVICE	09/27/2022	10/17/2022	784.56	784.56	Open	N
44615	CARDMEMBER SERVICE	09/27/2022	10/17/2022	5,203.21	5,203.21	Open	N
44616	CARDMEMBER SERVICE	09/27/2022	10/17/2022	2,667.69	2,667.69	Open	N
44617	CARDMEMBER SERVICE	09/27/2022	10/17/2022	506.52	506.52	Open	N
44618	CARDMEMBER SERVICE	09/27/2022	10/17/2022	401.50	401.50	Open	N
44619	CARDMEMBER SERVICE	09/27/2022	10/17/2022	2,457.90	2,457.90	Open	N
44620	CARDMEMBER SERVICE	09/27/2022	10/17/2022	1,222.93	1,222.93	Open	N
44621	CARDMEMBER SERVICE	09/27/2022	10/17/2022	2,160.80	2,160.80	Open	N
44622*	CARDMEMBER SERVICE	09/27/2022	10/17/2022	435.08	435.08	Open	N
44474	CATAPULT	09/20/2022	10/17/2022	112.00	112.00	Open	N
44495	CHARLES VINCENT GEORGE ARCHITECTS	09/21/2022	10/17/2022	6,163.80	6,163.80	Open	N
44505	CHARLES VINCENT GEORGE ARCHITECTS	09/21/2022	10/17/2022	1,950.00	1,950.00	Open	N
44588	CHICAGOLAND PAVING CONTRACTORS INC	09/14/2022	10/17/2022	100,575.00	100,575.00	Open	N
44498	CLASSIC LANDSCAPE, LTD.	08/31/2022	10/17/2022	7,203.00	7,203.00	Open	N



Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44537	CLASSIC LANDSCAPE, LTD.	09/30/2022	10/17/2022	9,003.75	9,003.75	Open	N
44457	COM ED	08/31/2022	10/17/2022	346.24	346.24	Open	N
44458	COM ED	08/29/2022	10/17/2022	30.69	30.69	Open	N
44630	COM ED	09/30/2022	10/17/2022	443.88	443.88	Open	N
44631	COM ED	09/28/2022	10/17/2022	25.87	25.87	Open	N
44431	CONSTRUCTION BY CAMCO	09/12/2022	10/17/2022	9,950.00	9,950.00	Open	N
44464	CTUC	09/26/2022	10/17/2022	535.00	535.00	Open	N
44500	DAILY HERALD	08/27/2022	10/17/2022	110.40	110.40	Open	N
44533	DAWSONS TREE SERVICE	09/09/2022	10/17/2022	3,480.00	3,480.00	Open	N
44571	DAWSONS TREE SERVICE	09/27/2022	10/17/2022	580.00	580.00	Open	N
44473	DIRECT ENERGY BUSINESS	09/06/2022	10/17/2022	9,901.27	9,901.27	Open	N
44475	DREISILKER ELECTRIC MOTORS INC	09/20/2022	10/17/2022	687.49	687.49	Open	N
44471	EBEL'S ACE HARDWARE #8313	09/12/2022	10/17/2022	29.23	29.23	Open	N
44472	EBEL'S ACE HARDWARE #8313	09/09/2022	10/17/2022	40.49	40.49	Open	N
44516	EBEL'S ACE HARDWARE #8313	09/23/2022	10/17/2022	2.65	2.65	Open	N
44427	ENERGIZE SPORTZ	09/01/2022	10/17/2022	1,227.10	1,227.10	Open	N
44525	ENERGIZE SPORTZ	09/29/2022	10/17/2022	3,350.90	3,350.90	Open	N
44526	ENERGIZE SPORTZ	09/29/2022	10/17/2022	2,869.20	2,869.20	Open	N
44449	ENVISION HEALTHCARE INC	08/31/2022	10/17/2022	43.00	43.00	Open	N
44499	FED EX	09/20/2022	10/17/2022	26.75	26.75	Open	N
44594	FED EX	10/04/2022	10/17/2022	40.34	40.34	Open	N
44434	FERGUSON FACILITY #3400	08/18/2022	10/17/2022	466.07	466.07	Open	N
44539	FERGUSON FACILITY #3400	05/18/2022	10/17/2022	903.90	903.90	Open	N
44540	FERGUSON FACILITY #3400	05/05/2022	10/17/2022	(106.00)	(106.00)	Open	N
44557	FERGUSON FACILITY #3400	06/17/2022	10/17/2022	311.04	311.04	Open	N
44592	FERGUSON FACILITY #3400	09/08/2022	10/17/2022	2,587.18	2,587.18	Open	N
44546	FIRST STUDENT	06/23/2022	10/17/2022	865.00	865.00	Open	N
44547	FIRST STUDENT	07/07/2022	10/17/2022	455.00	455.00	Open	N
44548	FIRST STUDENT	07/14/2022	10/17/2022	650.00	650.00	Open	N
44549	FIRST STUDENT	07/21/2022	10/17/2022	487.50	487.50	Open	N
44550	FIRST STUDENT	07/28/2022	10/17/2022	520.00	520.00	Open	N
44551	FIRST STUDENT	08/04/2022	10/17/2022	570.00	570.00	Open	N
44454	FITNESS EQUIPMENT SERVICES	09/20/2022	10/17/2022	280.00	280.00	Open	N
44518	FLAGG CREEK WATER RECLAMATION	09/27/2022	10/17/2022	1,548.50	1,548.50	Open	N
44519	FLAGG CREEK WATER RECLAMATION	09/27/2022	10/17/2022	47.72	47.72	Open	N
44520	FLAGG CREEK WATER RECLAMATION	09/27/2022	10/17/2022	38.67	38.67	Open	N
44521	FLAGG CREEK WATER RECLAMATION	09/27/2022	10/17/2022	44.57	44.57	Open	N
44527	FULLIFE SAFETY CENTER	09/09/2022	10/17/2022	278.50	278.50	Open	N
44554	HAGG PRESS	09/09/2022	10/17/2022	203.00	203.00	Open	N
44573	HAGG PRESS	08/31/2022	10/17/2022	60.00	60.00	Open	N
44575	HAGG PRESS	09/14/2022	10/17/2022	170.00	170.00	Open	N
44419	HALOGEN SUPPLY COMPANY, INC.	09/07/2022	10/17/2022	2,061.00	2,061.00	Open	N
44468	HALOGEN SUPPLY COMPANY, INC.	08/29/2022	10/17/2022	144.00	144.00	Open	N
44469	HALOGEN SUPPLY COMPANY, INC.	08/29/2022	10/17/2022	1,330.90	1,330.90	Open	N
44439	HI TOUCH BUSINESS SERVICES	09/15/2022	10/17/2022	37.26	37.26	Open	N
44440	HI TOUCH BUSINESS SERVICES	09/15/2022	10/17/2022	285.45	285.45	Open	N
44445	HI TOUCH BUSINESS SERVICES	08/29/2022	10/17/2022	37.73	37.73	Open	N

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 POST DATES 10/17/2022 - 10/17/2022  
 UNJOURNALIZED  
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44538	HI TOUCH BUSINESS SERVICES	09/24/2022	10/17/2022	70.54	70.54	Open	N
44569	HINSDALE NURSERIES INC	09/28/2022	10/17/2022	205.15	205.15	Open	N
44626	HINSDALE NURSERIES INC	10/05/2022	10/17/2022	144.05	144.05	Open	N
44507	HOME DEPOT CREDIT SERVICES	09/23/2022	10/17/2022	14.41	14.41	Open	N
44508	HOME DEPOT CREDIT SERVICES	09/20/2022	10/17/2022	90.49	90.49	Open	N
44509	HOME DEPOT CREDIT SERVICES	09/13/2022	10/17/2022	20.55	20.55	Open	N
44510	HOME DEPOT CREDIT SERVICES	09/09/2022	10/17/2022	110.46	110.46	Open	N
44511	HOME DEPOT CREDIT SERVICES	09/07/2022	10/17/2022	17.47	17.47	Open	N
44512	HOME DEPOT CREDIT SERVICES	09/07/2022	10/17/2022	92.37	92.37	Open	N
44513	HOME DEPOT CREDIT SERVICES	09/02/2022	10/17/2022	41.59	41.59	Open	N
44514	HOME DEPOT CREDIT SERVICES	08/29/2022	10/17/2022	41.88	41.88	Open	N
44515	HOME DEPOT CREDIT SERVICES	08/22/2022	10/17/2022	2.24	2.24	Open	N
44534	HOME DEPOT CREDIT SERVICES	09/23/2022	10/17/2022	140.82	140.82	Open	N
44559	HOME DEPOT CREDIT SERVICES	09/20/2022	10/17/2022	55.44	55.44	Open	N
44438	ILLINOIS STATE POLICE	08/31/2022	10/17/2022	160.00	160.00	Open	N
44476	JACKSON-HIRSCH, INC.	09/13/2022	10/17/2022	336.09	336.09	Open	N
44555	JOHNSON CONTROLS SECURITY SOLUTION	09/10/2022	10/17/2022	228.98	228.98	Open	N
44560	JOHNSON CONTROLS SECURITY SOLUTION	09/10/2022	10/17/2022	228.98	228.98	Open	N
44503	KAY PARK-REC CORP	09/21/2022	10/17/2022	460.00	460.00	Open	N
44579	KIM CATRIS	09/30/2022	10/17/2022	138.70	138.70	Open	N
44535	KONICA MINOLTA BUSINESS	09/30/2022	10/17/2022	436.46	436.46	Open	N
44536	KONICA MINOLTA BUSINESS	09/30/2022	10/17/2022	29.42	29.42	Open	N
44420	KONICA MINOLTA PREMIER FINANCE	08/30/2022	10/17/2022	739.00	739.00	Open	N
44441	LAUTERBACH & AMEN LLP	08/31/2022	10/17/2022	860.00	860.00	Open	N
44424	LDL	09/02/2022	10/17/2022	1,487.50	1,487.50	Open	N
44467	LENNO LASN	08/31/2022	10/17/2022	286.00	286.00	Open	N
44541	LENNO LASN	09/30/2022	10/17/2022	564.00	564.00	Open	N
44562	LINTFIGHTERS OF CENTRAL	09/22/2022	10/17/2022	220.00	220.00	Open	N
44578	MARKET ACCESS CORP.	09/15/2022	10/17/2022	1,695.00	1,695.00	Open	N
44582	MARKET ACCESS CORP.	10/04/2022	10/17/2022	545.00	545.00	Open	N
44567	MASTERBLEND INTERNATIONAL LLC	09/14/2022	10/17/2022	651.00	651.00	Open	N
44577	MCHENRY SAVINGS BANK	09/23/2022	10/17/2022	334,605.08	334,605.08	Open	N
44450	McMASTER-CARR	09/14/2022	10/17/2022	132.80	132.80	Open	N
44451	McMASTER-CARR	09/07/2022	10/17/2022	270.34	270.34	Open	N
44425	MEDIA NUT	09/04/2022	10/17/2022	531.25	531.25	Open	N
44463	MODESTO TECHNOLOGIES	06/01/2022	10/17/2022	40.00	40.00	Open	N
44522	MODESTO TECHNOLOGIES	09/22/2022	10/17/2022	1,061.70	1,061.70	Open	N
44433	NEXT GENERATION	09/12/2022	10/17/2022	202.50	202.50	Open	N
44496	NEXT GENERATION	09/26/2022	10/17/2022	243.85	243.85	Open	N
44576	NEXT GENERATION	09/23/2022	10/17/2022	121.15	121.15	Open	N
44459	NICOR GAS	09/09/2022	10/17/2022	233.05	233.05	Open	N
44460	NICOR GAS	09/09/2022	10/17/2022	637.08	637.08	Open	N
44465	NUYEN AWNING COMPANY	09/20/2022	10/17/2022	950.00	950.00	Open	N
44485	OAK BROOK PARK DISTRICT	09/12/2022	10/17/2022	345.09	345.09	Open	N
44437	OAKBROOK TERRACE PARK DISTRICT	09/01/2022	10/17/2022	268.20	268.20	Open	N
44529	O'REILLY AUTO PARTS	09/28/2022	10/17/2022	24.04	24.04	Open	N
44530	O'REILLY AUTO PARTS	08/08/2022	10/17/2022	48.70	48.70	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44627	O'REILLY AUTO PARTS	10/06/2022	10/17/2022	32.98	32.98	Open	N
44444	OZINGA READY MIX CONCRETE INC	08/25/2022	10/17/2022	4,443.38	4,443.38	Open	N
44488	PFEIFFER'S PEST CONTROL	09/16/2022	10/17/2022	100.00	100.00	Open	N
44558	PFEIFFER'S PEST CONTROL	09/16/2022	10/17/2022	300.00	300.00	Open	N
44452	PIONEER MANUFACTURING CO.	09/14/2022	10/17/2022	782.87	782.87	Open	N
44528	PIONEER MANUFACTURING CO.	09/14/2022	10/17/2022	394.57	394.57	Open	N
44585	PORTER PIPE & SUPPLY CO.	09/29/2022	10/17/2022	48.17	48.17	Open	N
44593	PORTER PIPE & SUPPLY CO.	09/29/2022	10/17/2022	50.26	50.26	Open	N
44632	R.A. MAINTENANCE AND CLEANING LLC	09/16/2022	10/17/2022	1,500.00	1,500.00	Open	N
44489	ROBBINS SCHWARTZ	09/13/2022	10/17/2022	40.00	40.00	Open	N
44490	ROBBINS SCHWARTZ	09/13/2022	10/17/2022	180.00	180.00	Open	N
44491	ROBBINS SCHWARTZ	09/13/2022	10/17/2022	40.00	40.00	Open	N
44492	ROBBINS SCHWARTZ	09/13/2022	10/17/2022	20.00	20.00	Open	N
44446	SBC WASTE SOLUTIONS	08/31/2022	10/17/2022	465.00	465.00	Open	N
44447	SBC WASTE SOLUTIONS	08/31/2022	10/17/2022	280.00	280.00	Open	N
44448	SBC WASTE SOLUTIONS	08/31/2022	10/17/2022	140.00	140.00	Open	N
44563	SBC WASTE SOLUTIONS	09/30/2022	10/17/2022	300.00	300.00	Open	N
44564	SBC WASTE SOLUTIONS	09/30/2022	10/17/2022	140.00	140.00	Open	N
44565	SBC WASTE SOLUTIONS	09/30/2022	10/17/2022	280.00	280.00	Open	N
44423	SERVICE MASTER	09/07/2022	10/17/2022	2,080.00	2,080.00	Open	N
44493	SERVICE SANITATION, INC.	09/16/2022	10/17/2022	139.05	139.05	Open	N
44494	SERVICE SANITATION, INC.	09/16/2022	10/17/2022	628.30	628.30	Open	N
44544	SERVICE SANITATION, INC.	09/16/2022	10/17/2022	325.00	325.00	Open	N
44502	SITEONE LANDSCAPE SUPPLY LLC	09/16/2022	10/17/2022	383.19	383.19	Open	N
44552	SITEONE LANDSCAPE SUPPLY LLC	09/26/2022	10/17/2022	452.00	452.00	Open	N
44553	SITEONE LANDSCAPE SUPPLY LLC	09/27/2022	10/17/2022	108.40	108.40	Open	N
44416	SPEAR CORPORATION	09/08/2022	10/17/2022	1,311.18	1,311.18	Open	N
44523	STANLEY CONVEGENT SECURITY SOLUTIC	08/26/2022	10/17/2022	1,360.26	1,360.26	Open	N
44418	STERLING NETWORK INTEGRATION	08/12/2022	10/17/2022	2,170.00	2,170.00	Open	N
44426	STERLING NETWORK INTEGRATION	09/01/2022	10/17/2022	225.15	225.15	Open	N
44589	STERLING NETWORK INTEGRATION	10/03/2022	10/17/2022	221.20	221.20	Open	N
44624	STERLING NETWORK INTEGRATION	09/26/2022	10/17/2022	310.00	310.00	Open	N
44625	STERLING NETWORK INTEGRATION	09/19/2022	10/17/2022	697.50	697.50	Open	N
44574	SUBURBAN FAMILY MAGAZINE	09/01/2022	10/17/2022	340.00	340.00	Open	N
44504	SYLVIAS AMLINGS FLOWERS	08/17/2022	10/17/2022	71.40	71.40	Open	N
44442	TAMELING INDUSTRIES INC.	09/08/2022	10/17/2022	623.00	623.00	Open	N
44443	TAMELING INDUSTRIES INC.	08/25/2022	10/17/2022	1,107.00	1,107.00	Open	N
44453	TAMELING INDUSTRIES INC.	09/15/2022	10/17/2022	393.00	393.00	Open	N
44586	TAMELING INDUSTRIES INC.	09/29/2022	10/17/2022	159.00	159.00	Open	N
44587	TAMELING INDUSTRIES INC.	09/22/2022	10/17/2022	312.00	312.00	Open	N
44461	TOWERSTREAM CORPORATION	10/01/2022	10/17/2022	215.00	215.00	Open	N
44545	TRANE U.S. INC.	09/30/2022	10/17/2022	21.54	21.54	Open	N
44572	TRUGREEN	10/07/2022	10/17/2022	329.70	329.70	Open	N
44501	TURF TANK	09/14/2022	10/17/2022	666.68	666.68	Open	N
44584	U.S. POSTMASTER	09/20/2022	10/17/2022	275.00	275.00	Open	N
44417	UMB BANK N.A.	08/31/2022	10/17/2022	917,356.26	917,356.26	Open	N
44497	UPLAND DESIGN LTD	07/27/2022	10/17/2022	39,906.57	39,906.57	Open	N

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 POST DATES 10/17/2022 - 10/17/2022  
 UNJOURNALIZED  
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44532	UPLAND DESIGN LTD	09/07/2022	10/17/2022	31,604.11	31,604.11	Open	N
44462	VC3, INC	09/22/2022	10/17/2022	999.00	999.00	Open	N
44435	VETERANS FLOORS INC	08/31/2022	10/17/2022	9,250.00	9,250.00	Open	N
44436	VETERANS FLOORS INC	08/31/2022	10/17/2022	4,850.00	4,850.00	Open	N
44470	VILLA PARK ELECTRICAL SUPPLY	09/14/2022	10/17/2022	36.26	36.26	Open	N
44432	VILLAGE OF OAK BROOK	08/24/2022	10/17/2022	353.20	353.20	Open	N
44506	VILLAGE OF OAK BROOK	09/21/2022	10/17/2022	375.00	375.00	Open	N
44542	VILLAGE OF OAK BROOK	08/31/2022	10/17/2022	6,009.41	6,009.41	Open	N
44629	VILLAGE OF OAK BROOK	09/26/2022	10/17/2022	1,648.75	1,648.75	Open	N
44566	WAREHOUSE DIRECT INC.	10/04/2022	10/17/2022	44.50	44.50	Open	N
44570	WAREHOUSE DIRECT INC.	10/03/2022	10/17/2022	209.50	209.50	Open	N
44583	WAREHOUSE DIRECT INC.	10/05/2022	10/17/2022	(44.50)	(44.50)	Open	N
# of Invoices:	198	# Due:	198	Totals:	1,610,433.36	1,610,433.36	
# of Credit Memos:	2	# Due:	2	Totals:	(150.50)	(150.50)	
Net of Invoices and Credit Memos:					<u>1,610,282.86</u>	<u>1,610,282.86</u>	
* 3 Net Invoices have Credits Totalling:					(1,113.45)		

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 POST DATES 10/17/2022 - 10/17/2022  
 UNJOURNALIZED  
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			88,462.06	88,462.06		
	02 - RECREATION FUND			59,608.53	59,608.53		
	06 - DEBT SERVICE FUND			1,251,961.34	1,251,961.34		
	07 - RECREATIONAL FACILITIES FUND			19,546.45	19,546.45		
	09 - SPECIAL RECREATION FUND			21,418.40	21,418.40		
	12 - CAPITAL PROJECTS FUND			169,286.08	169,286.08		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			36,750.42	36,750.42		
	02 - FINANCE			2,898.45	2,898.45		
	04 - CENTRAL PARK NORTH			2,888.80	2,888.80		
	05 - CENTRAL PARK			34,350.21	34,350.21		
	06 - SADDLEBROOK PARK			6,353.44	6,353.44		
	07 - FOREST GLEN PARK			1,683.73	1,683.73		
	08 - CHILLEM PARK			543.33	543.33		
	09 - DEAN PROPERTY			1,554.36	1,554.36		
	10 - PROFESSIONAL SERVICES			3,808.75	3,808.75		
	15 - BUILDING/RECREATION CENTER			24,595.61	24,595.61		
	20 - CENTRAL PARK WEST			5,209.68	5,209.68		
	21 - FITNESS CENTER			4,958.62	4,958.62		
	25 - AQUATIC CENTER			21,454.65	21,454.65		
	26 - AQUATIC-RECREATION PROGRAMS			762.84	762.84		
	30 - CHILDRENS PROGRAMS			8,934.70	8,934.70		
	31 - PRESCHOOL PROGRAMS			569.76	569.76		
	32 - YOUTH PROGRAMS			4,297.55	4,297.55		
	40 - ADULT PROGRAMS			3,230.00	3,230.00		
	50 - PIONEER PROGRAMS			140.27	140.27		
	60 - SPECIAL EVENTS & TRIPS			5,656.90	5,656.90		
	71 - BUILDING/RACQUET CLUB			9,334.16	9,334.16		
	75 - TENNIS PROGRAMS			7,052.04	7,052.04		
	80 - MARKETING			2,007.17	2,007.17		
	94 - DEBT SERVICE FUND			1,251,961.34	1,251,961.34		
	95 - CAPITAL PROJECTS FUND			169,286.08	169,286.08		

WARRANT 664  
 INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 POST DATES 09/13/2022 - 10/10/2022  
 JOURNALIZED  
 PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44487	CHESTER ROZANSKI	09/29/2022	09/29/2022	232.00	0.00	Paid	Y
44486	CPR NOW	09/28/2022	09/29/2022	195.00	0.00	Paid	Y
44479	FLAGG CREEK WATER RECLAMATION	09/26/2022	09/29/2022	500.00	0.00	Paid	Y
44477	JOE ADKINS	09/01/2022	09/29/2022	300.00	0.00	Paid	Y
44543	JOSH CHARTRAND	10/05/2022	10/06/2022	95.92	0.00	Paid	Y
44478	MEREDITH WERNER	09/26/2022	09/29/2022	450.00	0.00	Paid	Y
44455	OAK BROOK MECHANICAL SERVICES INC	08/31/2022	09/29/2022	234.58	0.00	Paid	Y
44456	OAK BROOK MECHANICAL SERVICES INC	06/21/2022	09/29/2022	346.00	0.00	Paid	Y
44524	OAK BROOK MECHANICAL SERVICES INC	06/21/2022	09/29/2022	1,227.64	0.00	Paid	Y
44581	SHEILA DUNTEMAN	10/06/2022	10/06/2022	129.00	0.00	Paid	Y
44415	SUPERIOR BEVERAGE, INC.	09/14/2022	09/15/2022	528.60	0.00	Paid	Y
44531	SUSAN ANDREWS	08/29/2022	10/03/2022	135.00	0.00	Paid	Y
44422	THE LIFEGUARD STORE	07/11/2022	09/29/2022	1,058.50	0.00	Paid	Y
44580	TONI HUDECEK	10/06/2022	10/06/2022	129.00	0.00	Paid	Y
44480	VILLAGE OF OAK BROOK	09/26/2022	09/29/2022	46.12	0.00	Paid	Y
44481	VILLAGE OF OAK BROOK	09/09/2022	09/29/2022	130.40	0.00	Paid	Y
44482	VILLAGE OF OAK BROOK	09/09/2022	09/29/2022	106.32	0.00	Paid	Y
44483	VILLAGE OF OAK BROOK	09/09/2022	09/29/2022	142.44	0.00	Paid	Y
44484	VILLAGE OF OAK BROOK	09/09/2022	09/29/2022	4,344.40	0.00	Paid	Y
# of Invoices: 19 # Due: 0				Totals:	10,330.92	0.00	
# of Credit Memos: 0 # Due: 0				Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					10,330.92	0.00	
--- TOTALS BY FUND ---							
01 - GENERAL CORPORATE FUND				1,868.94	0.00		
02 - RECREATION FUND				8,319.54	0.00		
07 - RECREATIONAL FACILITIES FUND				142.44	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
01 - ADMINISTRATION CORPORATE				1,493.88	0.00		
05 - CENTRAL PARK				152.44	0.00		
10 - PROFESSIONAL SERVICES				500.00	0.00		
15 - BUILDING/RECREATION CENTER				1,086.10	0.00		
20 - CENTRAL PARK WEST				130.40	0.00		
21 - FITNESS CENTER				1,063.88	0.00		
25 - AQUATIC CENTER				4,483.18	0.00		
60 - SPECIAL EVENTS & TRIPS				1,278.60	0.00		
71 - BUILDING/RACQUET CLUB				142.44	0.00		

10/10/2022 09:21 AM  
User: NLAWLER  
DB: Oak Brook Park D

WARRANT 664  
INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
POST DATES 09/01/2022 - 09/01/2022  
JOURNALIZED  
PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44413	INSIGHT DIRECT USA INC	04/05/2022	09/01/2022	2,068.00	0.00	Paid	Y
44414	INSIGHT DIRECT USA INC	04/05/2022	09/01/2022	0.23	0.00	Paid	Y
# of Invoices:	2	# Due:	0	Totals:	2,068.23	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				2,068.23	0.00		

--- TOTALS BY FUND ---

01 - GENERAL CORPORATE FUND	1,034.23	0.00
02 - RECREATION FUND	1,034.00	0.00

--- TOTALS BY DEPT/ACTIVITY ---

01 - ADMINISTRATION CORPORATE	2,068.23	0.00
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Staff Recognition

(None)



## Communications and Proclamations

Board of Commissioners to share communications

Presentation of the Annual Comprehensive Financial Report for the Fiscal Year ended April 30, 2022,  
by Lauterbach and Amen, LLP

Discussion of the intent to sell General Obligation Limited Tax Park Bonds in  
an amount not to exceed \$3,060,000

## Reports

Communications, IT, and Administration Report

Finance & Human Resources Report

Recreation & Facilities Report

Parks & Planning Report



# Memo

**To:** Oak Brook Park District Board of Commissioners  
**From:** Laure Kosey, Executive Director  
**Date:** October 10, 2022  
**Re:** September/October 2022: Communications, IT & Administration

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## **September Board Meeting Follow Up:**

### **Distinguished Agency**

The Distinguished Agency Task Force led by Dave Thommes has done a great job preparing for this accreditation. The State Accreditation Team visited Oak Brook on October 5. Our District received a score of 498.91 out of 500. A job well done!

### **Ginger Creek Bridge**

Staff has initiated another Request for Qualifications (RFQ) for civil engineers to assist with the replacement of the pedestrian bridge. ERA Engineering is the staff recommendation.

### **NRPA Conference**

Bob Johnson, Dave Thommes, and Laure Kosey attended the NRPA conference in Phoenix the week of September 19. As well as the opening session by Dr. Sanjay Gupta, who spoke about channeling more resources toward activity, rest, and meditation in America, we met several vendors, speakers and other professionals. We attended several sessions on DEI and learned strategies that can be implemented at the Park District. The three of us also had the honor of hearing one of Time Magazine's 100 most influential people, Dr. Temple Grandin, speak. Dr. Grandin is a renowned advocate of outdoor play.

## **October Board Meeting Discussion Points:**

### **Preschool Door Bid**

Staff is recommending the relocation of the preschool door to be within the safety access of Cori's Way.

### **State Conference**

State conference is January 26 – 28, 2023. Staff is presenting four different sessions and President Knitter is participating in a panel discussion on Saturday.

### **IT Report:**

New TV media content players have been installed in the Family Recreation Center and Tennis Center lobbies. With these new players each TV has much more content displayed and are fully customizable. The TVs are also integrated with ActiveNet scheduling to keep an up-to-date schedule posted of programs and events happening in the facility.

**IT Report (continued):**

The last of the original old phone lines to the Family Recreation Center and Tennis Center have been disconnected. The remaining two lines were for the emergency elevator phones in each facility. They have been upgraded to digital with cellular backup to ensure reliability.

**Corporate and Community Relations:**

Sponsorships	\$ 3,000.00
Advertising	\$ 4,300.00
Vendors	\$ 1,400.00
In-Kind Donations	\$ 4,473.55
Oak Brook Park District Foundation	\$ 55.00
Total for September:	\$ 13,228.55

**Marketing & Communications Report:**

**Facebook Analytics**

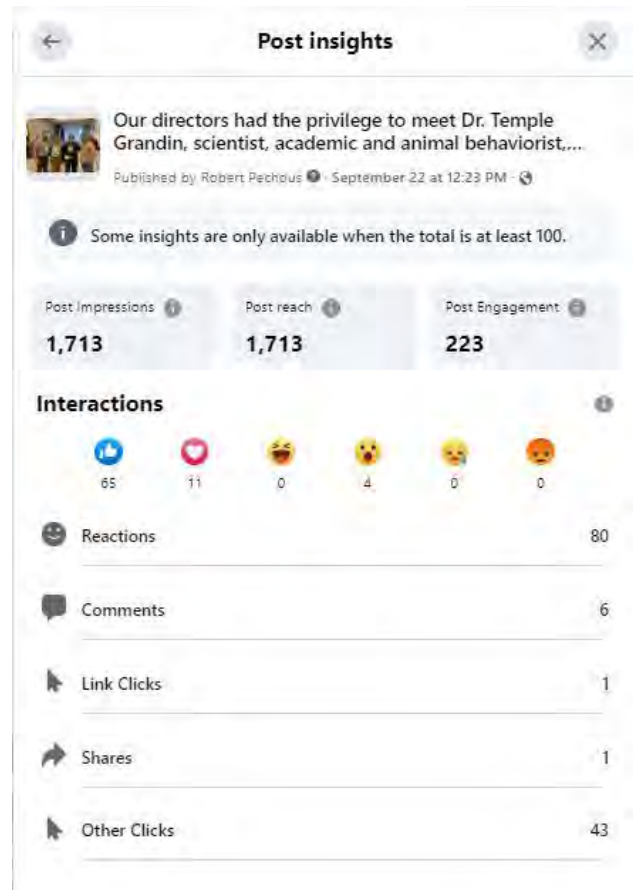
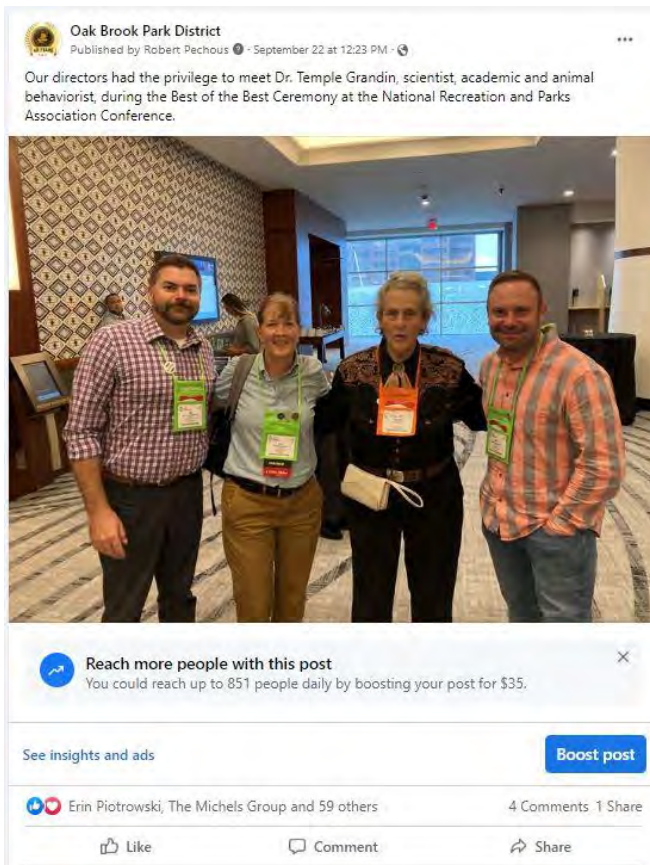
Followers: 4,502 (up 41)  
Posts: 30  
Post Reach  
(organic and paid): 22,622

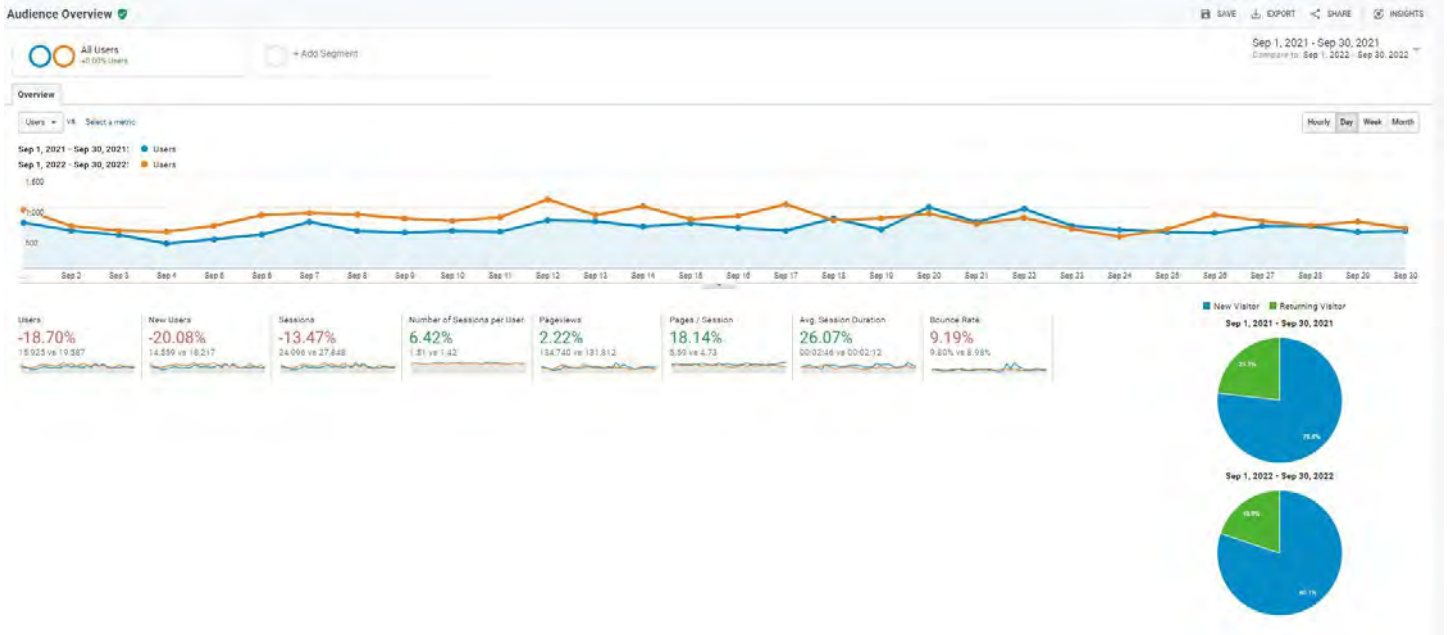
**Instagram Analytics**

Total Followers: 1,643 (up 12)  
Posts: 25  
Top Post Reach: 615

**Twitter Analytics**

Total Followers: 1,116 (up 6)  
Posts: 19  
Top Post Impressions: 46





### September 2022 Top pages\*

1. Obparks.org
2. Facilities/Family Aquatic Center
3. Programs/Aquatics
4. Programs/Tennis Programs
5. Facilities/Central Park West
6. Special Events/Autumn Fest
7. Programs/Youth Basketball
8. Facilities/Family Recreation Center
9. /Membership Opportunities
10. Special Events/Halloween Trick or Treat Trail

### September 2022 Top Products\*

1. Halloween Trick or Treat Trail 2:45pm
2. Halloween Trick or Treat Trail 2:15pm
3. Wizards Soccer – Summer Camps 2022
4. Halloween Trick or Treat Trail 2:30pm
5. Get Better League Winter 2023 1<sup>st</sup> Grade Boys

### obparks.org Acquisition Value\*

Referral Percentage Values	Sep. 2022	Sep. 2021
Direct:	46.6%	41.5%
Organic Search:	44.4%	47%
Social:	4.6%	4%
Referrals:	3.9%	6.7%

### obparks.org Ecommerce Overview – September 2022\*

	September 2021	September 2022
Total Revenue	\$129,273	\$277,680
Transactions:	1,067	1,642

	2021	2022
Year to date total	\$1,332,370	\$1,240,454
Transactions:	7,724	10,047



# Memo

**To:** Board of Commissioners and Executive Director, Laure Kosey  
**From:** Marco Salinas, Chief Financial Officer  
**Date:** October 11, 2022  
**Re:** September 2022 Financials

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## General Fund

We have now completed five months of fiscal year 2022/2023 (41.67% completed). Year-to-date (YTD) revenues, expenditures, and transfers-out for this fund equals \$2,166,429, \$1,120,286, and \$0, respectively. This is resulting in a YTD net surplus of \$1,046,144; which is a \$256,012 decrease from the \$1,302,156 net surplus experienced in the prior fiscal year. Following is additional commentary:

- **Revenues-** Total current year revenues are ahead of budgeted expectations and slightly lower than prior year. Property tax collections are lower than prior year due to the fact that we budgeted a \$160,000 decrease in these collections in the current year (expected decrease). Personal Property Replacement Taxes (PPRT) are almost double the collections experienced last year and have steadily increased over the past 3 years. Central Park North revenues are ahead of budget and prior year, primarily due to two national Lacrosse tournaments that were held this year that did not occur last year. In our Building-Recreation Center department, building rental revenue, and resident and non-resident daily fees have decreased in the current year. See the last page of this memorandum for more information. The \$3,000 decrease in our Dean Property department is due to the write-off of a receivable that was recorded in August 2016 for the Little League's sponsorship of our beehive. This sponsorship was actually collected by the OBPD Foundation in that same month.
- **Expenditures-** Total current year expenditures are favorable when compared to budgeted expectations and have increased approximately \$192,000 when compared to the prior year. The largest increases are in our Central Park and Building-Recreation Center departments. Full-time & part-time wages in Central Park increased due to the addition of one full-time staff person and the fact that in the prior year a portion of personnel costs were being charged to the Sports Core fund whereas this year no such re-allocation is occurring now that the Sports Core fund has been closed. In Building-Recreation Center, the increased costs are due to increased part-time front desk and custodial personnel costs as well as costs to lease a field striping machine and the purchase of related supplies, and increased purchases of janitorial and cleaning supplies. These increases are partially offset by a slight decrease in utility costs and credit card processing fees.

## Recreation Fund

YTD revenues, expenditures, and transfers out for this fund equal \$2,719,657, \$1,290,182, and \$0, respectively. This is resulting in a YTD net surplus of \$1,429,475; which is a \$257,446 increase over the \$1,172,029 net surplus experienced in the prior fiscal year. Following is additional commentary:

- **Revenues-** Total revenues have increased approximately \$486,000 when compared to the prior year and all departments, except for pioneer programs and marketing, are either in line or surpassing budgeted expectations. This fund is benefitting from increased PPRT receipts, and overall increased programming revenues due to the elimination of the Covid-19 restrictions that were in place for a portion of the prior year.

For example, in our fitness center department, membership fees have increased from approximately \$134,000 last year, to \$215,000 in the current year. Personal training revenues have also increased approximately 67% when compared to the prior year. In our aquatic center department, membership fees have also increased from approximately \$82,000 last year, to \$132,000 in the current year. The largest revenue increase is in our children's programs department where youth basketball and contracted sports camp revenues have increased \$106,000.

- **Expenditures-** All departments, except for our youth programs department, are either in line or favorable with current year's budgeted expectations and, in total, have increased approximately \$229,000 when compared to the prior year. In our special events and trips department, expenditures have increased due to the timing of the Pink 5k race. Last year's activity was lower because the Pink 5k race/walk was delayed until October 2021 due to the COVID-19 restrictions that were in place. The largest increase in expenditures is in our aquatic center department and is the result of increased full-time and part-time wages due to expanded programming and the fact that we are no longer allocating any such costs and related benefits to the sports core fund as was the case in the prior year. In addition, costs for employee training and maintenance of the HVAC system have also increased. The increased expenditures in our youth programs department are being driven by increased camp counselor wages, however, those costs are being offset by the increased programming revenues. Capital expenditures in the current year are attributed to the third and final lease payment on our fitness equipment whereas last year's capital activity included this annual lease payment as well as the purchase of a skid steer and trailer, and the repurposing of the former out door basketball courts into pickleball courts.

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

YTD revenues and expenses in this fund are currently at \$848,424 and \$646,627, respectively. This is resulting in a YTD net surplus of \$201,798 which is a \$52,676 decrease over the prior year's surplus of \$254,473. Following is additional commentary:

- **Revenues-** Total revenues have increased \$70,462 when compared to the prior year. In the administration department, revenues have decreased over prior year due to the fact that last year we received a total of \$19,000 in Rafael Nadal camp and tournament revenues. This year's receipts totaled \$12,531. In our programming department, high performance academy and group lesson camp revenues have increased approximately \$60,000.
- **Expenses-** Total expenses have increased \$123,138 when compared to the prior year, and all departments are favorable or within budgeted expectations. In the administration department, full-time wages and related benefits have increased due to the restructuring that occurred at the end of the prior fiscal year and the addition of a full-time staff person. In the programming department, part-time wages have increased due to the expanded programming as a result of the elimination of the previously imposed COVID-19 restrictions. Current year capital expenses are approximately double last year's activity and represent the costs to resurface and coat the outdoor tennis courts.

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#### **FINANCE & HUMAN RESOURCES:**

Finance & H.R. personnel have been working on various tasks, including:

- Our winter coat donation program has been extended through the end of October 2022. We conducted an initial delivery of coats and jackets to World Relief Chicagoland and plan on making a final delivery in November.
- Finance & H.R. staff have continued work on several projects, including the proposed bond issuance, health insurance alternatives, and onboarding software.

**Oak Brook Park District**

**Building Rentals**

	<b>Current Year 2022</b>	<b>Prior Year 2021</b>	<b>Increase/(decrease) over prior year</b>
May	\$ 16,760.00	\$ 19,379.03	\$ (2,619.03)
June	13,372.50	14,342.99	(970.49)
July	14,055.00	17,740.00	(3,685.00)
August	26,740.00	27,092.50	(352.50)
September	14,573.75	15,150.00	(576.25)
Building Rentals- YTD 9/30	<u>\$ 85,501.25</u>	<u>\$ 93,704.52</u>	<u>\$ (8,203.27)</u>

**Note>** In the prior year, private court rental activity was higher. One group was renting mornings on Tuesdays, Thursdays, and Saturdays. This year this same group is only renting on Saturdays. Also, last year, we had less programming due to COVID and thus more availability for private use of our gym; resulting in greater rental fees last year.

**Daily Fees - Non Resident**

	<b>Current Year 2022</b>	<b>Prior Year 2021</b>	<b>Increase/(decrease) over prior year</b>
Daily non-resident fees- 08/01 - 08/09	\$ 13,020.00	\$ 10,572.00	\$ 2,448.00
Daily non-resident fees- 08/10 - 08/21	8,748.00	22,740.00	(13,992.00)
Daily non-resident fees- 08/22 - 08/31	240.00	2,208.00	(1,968.00)
Daily non-resident fees- Month of August	<u>\$ 22,008.00</u>	<u>\$ 35,520.00</u>	<u>\$ (13,512.00)</u>
Daily non-resident fees- YTD 09/30	<u>\$ 111,321.14</u>	<u>\$ 126,904.00</u>	<u>\$ (15,582.86)</u>

Western Springs Public Schools- 1st day of school	8/24/2022	8/25/2021
Downers Grove District 58- 1st day of school	8/25/2022	8/26/2021
Butler school	9/6/2022	8/23/2021
Aquatics closure	8/22/2022 - 9/9/2022	8/23/2021 - 9/10/2021

**Note>** In August 2021 (prior year), splash island was open from 10 a.m. to 4 p.m. the week immediately prior to the closure of the aquatics center on 8/23/2021. In August 2022 (current year), splash island was not open the week prior to the closure of the aquatics center on 8/22/2022, due to the lack of staff.





# Memo

To: Oak Brook Park District Board of Commissioners  
From: Dave Thommes, Deputy Director  
Date: October 7, 2022  
Re: Recreation & Facilities Report

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## Recreation

- Autumn Fest took place on Saturday, September 17<sup>th</sup>. Approximately 600 people were at the event that featured School of Rock and Nashville Electric Company along with family friendly activities.
- Many fall programs have begun including:
  - Get Better League with 470 participants.
  - Fall Adult Basketball League with the maximum of 9 teams.
  - Shooting Stars classes with 31 participants.
  - Multi-Sport Mania Parent-Tot class with 10 participants.
  - Fall Youth Soccer League Powered by Energize Sportz with 49 kids enrolled.
  - Preschool enrichment programs including: Story Time, STEAM, Messi Masterpieces, Pee Wee Sports, and Hola Spanish.
  - Bridge with 18 participants.
  - Ceramics with 5 participants.
  - Mah Jongg with 35 participants.
- Mike attended the Diversity Education Institute on Friday
- The Park District will once again be a drop-off location for Toys for Tots this year November 7<sup>th</sup> through December 7<sup>th</sup>.

## Aquatics

- Pumpkin Swim on October 21<sup>st</sup> is sold out with 125 participants.
- Swim Lesson registration opens up for Fall Session II the weekend of October 21<sup>st</sup> with a goal of 450+ participants after having 421 this past session.
- Rob, Grant and Caroline will be attending the PDRMA RMI in November.
- STARS first swim meet of season is October 15<sup>th</sup>. The pool will close at 1pm on that day.

## Fitness

- As of September, we have 2,084 individual members, with the health care memberships comprising 2.45% of the membership. Membership packages are at 1,122. Membership retention remains strong at approximately 95%
- The group fitness instructors have started to record participation numbers. There were 1118 group fitness participations, along with 189 zoom participations for the month of September.
- Ryan attended the Facility Management Workshop.
- I Spy a Dri Tri had 14 teams participate and Tri Something New had 11.
- Kathy worked diligently on the Get Better League to support the registration process. Thank you, Kathy!
- Kate continues to serve numerous requests to view and reserve CPW, as well as organize the upcoming fall and winter CPW special events.

## Facilities

- Maintenance projects for the month included:
  - Worked with PEI electricians to repair lights in universal playground parking lot.

- Assisted with gym floor and studio floor resurfacing project.
- Worked with Anthony roofing to finalize plans for the upcoming roofing project over track and fitness center.
- Completed and returned aquatic center to full working order after annual shut down for maintenance work.
- Lint fighters completed annual cleaning and inspection of the commercial dryer.
- Assisted with lighting grant for upgrades to LED lighting throughout the building.
- Began shut down and winterization of Splash Island.
- Prepped and painted Splash Island floor and walls.
- Completed 9 of 11 work orders submitted this month with the remaining 2 in process to be completed in the near future.
- Engineering and design are in the early stages for Family Aquatic Center HVAC and deck project.

### **Tennis**

- The Tennis Center hosted the Fall Junior Open tournament with 64 participants September 24<sup>th</sup> – 25<sup>th</sup>.
- Two Customer Service employees were hired and trained.



## Oak Brook Park District Membership Statistics 2022

Individual Member Data													
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Members, Start of Month	1740	1850	1972	2063	2065	2086	2143	2188	2111				NA
Members, Month End	1615	1737	1843	1947	1950	1928	2060	2042	2018				NA
New Members	245	207	211	136	154	231	162	106	159				1611
Members Cancelled/Expired	125	113	129	116	115	158	83	146	93	0	0	0	1078
Net Members	120	94	82	20	39	73	79	-40	66	0	0	0	533
Total Health Care Members									51				NA
% Health Care Members	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.45%				NA
Individual Member Total	1735	1831	1925	1967	1989	2001	2139	2002	2084	0	0	0	NA
Retention Percentage	92.82%	93.89%	93.46%	94.38%	94.43%	92.43%	96.13%	93.33%	95.59%				94%
Membership Package Data													
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
Memberships, Start of Month	936	971	1019	1081	1120	1141	1152	1159	1139				NA
Memberships, Month End	864	912	970	1036	1061	1064	1099	1096	1072				NA
New Memberships	121	101	115	96	96	107	77	70	117				900
Cancelled/Expired	72	59	49	45	59	77	53	63	67	0	0	0	544
Net Memberships	49	42	66	51	37	30	24	7	50	0	0	0	356
Total Health Care Memberships									51				NA
% Health Care Memberships	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.55%				NA
Membership Package Total	913	954	1036	1087	1098	1094	1123	1103	1122	0	0	0	NA
Retention Percentage	92.31%	93.92%	95.19%	95.84%	94.73%	93.25%	95.40%	94.56%	94.12%				94.37%

Resident	41%	41%	42%	42%	42%	44%	45%	45%	42%				NA
Non-Resident	59%	59%	58%	58%	58%	56%	55%	55%	58%				NA

Chart includes CPC and FRC Memberships (Tennis Only & Summer Aquatic are not included within report)



# Oak Brook Park District Athletic Fields Rental Report

Aquatic Usage/Financial Report Parties and Rentals														
FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
21 - 22	Uses	20	21	23	35	10	15	18	16	9	17	26	27	237
	Parties	\$0	\$0	\$9,672	\$13,727	\$4,395	\$6,443	\$6,931	\$6,234	\$4,009	\$6,353	\$9,313	\$10,498	\$77,575
	Rentals	\$6,018	\$7,980	\$0	\$0	\$0	\$1,674	\$1,060	\$700	\$0	\$715	\$3,206	\$2,990	\$24,343
	TOTAL	\$6,018	\$7,980	\$9,672	\$13,727	\$4,395	\$8,117	\$7,991	\$6,934	\$4,009	\$7,068	\$12,519	\$13,488	\$101,917

22 - 23	Uses	28	47	55	20	14	26	10						200
	Parties	\$10,312	\$12,650	\$16,505	\$7,765	\$6,895	\$9,866	\$4,503						\$68,496
	Rentals	\$980	\$5,047	\$7,015	\$903	\$0	\$3,520							\$17,465
	TOTAL	\$11,292	\$17,697	\$23,520	\$8,668	\$6,895	\$13,386	\$4,503	\$0	\$0	\$0	\$0	\$0	\$0

Swim Lesson					
FY	Season	SUMMER	FALL	W/S	TOTAL
21 - 22	Registrations	982	1,248	1,811	<b>4,041</b>
	Private	\$49,030	\$30,707	\$40,398	<b>\$120,136</b>
	Group	\$26,011	\$39,522	\$65,807	<b>\$131,340</b>
	TOTAL	<b>\$75,042</b>	<b>\$70,229</b>	<b>\$106,205</b>	<b>\$251,476</b>

22 - 23	Registrations	888	421		<b>1,309</b>
	Private	\$38,751	\$18,527		<b>\$57,278</b>
	Group	\$47,168	\$30,698		<b>\$77,866</b>
	TOTAL	<b>\$85,919</b>	<b>\$49,225</b>		<b>\$135,144</b>

Swim Team						
FY	Season	SUMMER	FALL	WINTER	SPRING	TOTAL
21 - 22	Registrations	59	75	63	46	<b>243</b>
	Revenue	\$13,816	\$17,174	\$13,967	\$11,399	<b>\$56,356</b>

22 - 23	Registrations	32	52			<b>84</b>
	Revenue	\$8,610	\$19,424			<b>\$28,034</b>







# Memo

**To:** Board of Commissioners  
**From:** Bob Johnson, Director of Parks and Planning  
**Date:** October 7, 2022  
**Re:** Board Report

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- Staff met with Upland Design to evaluate costs for the OSLAD Phase II improvements at the north athletic fields. After review, staff provided comments to value engineer the project elements to align anticipated costs with the project budget.
- Installation of the entry gate at Dean Nature Sanctuary is complete. Staff is working on fine tuning the gate functions and programming.
- Laure, Dave, and Bob met with four civil engineering companies to discuss the Ginger Creek bridge project.
- Park and IT staff have started preparations for the Winter Lights season. Setup this year will begin the third week in October.
- Staff planted 200 fall mums at Central Park thanks to a donation from Hinsdale Nursery.
- Please see the agenda histories regarding an agreement for civil engineering services to address the Ginger Creek bridge as well as the OSLAD agreement and synthetic turf replacement.

Unfinished Business





# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: AGREEMENT FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE GINGER CREEK BRIDGE**

**AGENDA No.: 7 A**

**MEETING DATE: OCTOBER 17, 2022**

**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):** Central Park, bisected by Ginger Creek, currently has a single pedestrian bridge crossing over the creek. The crossing is positioned over a low head dam constructed over a gabion weir dating to the 1970's. The crossing does not meet ADA requirements, and is prone to flooding during and after rainfall due to the low height and close proximity to the water surface. The bridge crossing must be evaluated by a professional engineer.

The Park District solicited requests for qualifications (RFQ) from experienced engineering firms to evaluate the crossing and design a solution to create an accessible access across the creek for both pedestrians and small maintenance vehicles.

Four engineering firms responded to the RFQ and each were interviewed.

- 1) Engineering Resource Associates
- 2) V3 Companies
- 3) Geosyntec Consultants
- 4) GSG Consultants

After discussion and references checks, staff agreed to pursue an agreement with Engineering Resource Associates (ERA) to perform initial engineering services related to the Ginger Creek bridge.

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

Staff recommends accepting the proposal from, and entering into an agreement with, Engineering Resource Associates for Engineering services for the Ginger Creek bridge.

### **Action Proposed:**

A motion (and a second) to accept the proposal from Engineering Resource Associates for a not-to-exceed cost of \$63,603.75 and to approve an agreement between the Oak Brook Park District and Engineering Resource Associates for Professional Consulting Services.

Sent via email: [lkosey@obparks.org](mailto:lkosey@obparks.org)

October 10, 2022

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

**SUBJECT:** Proposal for Site Civil Engineering & Land Surveying Services  
Phase I Engineering and Evaluation for New Bridge over Ginger Creek at Central Park  
PL2207.50

Dear Ms. Kosey:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for site civil engineering and land surveying services for the subject site. The proposal is based upon your request for proposal, our knowledge of the project, and our experience on similar projects.

### **Project Understanding**

The Oak Brook Park District has recently made significant improvements to Central Park. Ginger Creek bisects Central Park. The recent improvements are located on the north side of Ginger Creek. The Park District desires to improve accessibility for both pedestrians and maintenance vehicles from the south to the north section of Central Park over Ginger Creek. Currently, an asphalt pedestrian walk connects the two sections at a low head dam located along Ginger Creek. The low head dam is constructed of gabion baskets with the low flow concrete channel covered with a steel grate. Frequently, during heavy rainfall events, the path is impassible due to high water conditions. Additionally, the high velocity of the water flowing over the dam is a safety concern. The Park District would like to install a bridge structure and review the condition of the dam to determine the preferred option.

The District desires to have the bridge installed in the approximate location of the current crossing. Other objectives noted by the District staff include:

- Construct of adequate width and loading to accommodate light truck and maintenance equipment
- Utilize the structure for special events such as Winter Lights
- Maintain the westerly pool elevation to allow for fishing
- Modify the dam as needed to preferably provide for a more naturalized creek channel.

**Evaluation of Alternatives Overview** – Once the existing conditions and a review of the initial site investigations and assessments are complete, ERA will identify several potential design alternate concepts for the project. Each alternate will be designed in order to meet the goals and objectives of the District based upon:

- Public safety
- Life cycle cost
- Longevity

#### **WARRENVILLE**

3S701 WEST AVENUE, SUITE 150  
WARRENVILLE, IL 60555  
P 630.393.3060

#### **CHICAGO**

10 SOUTH RIVERSIDE PLAZA, SUITE 875  
CHICAGO, IL 60606  
P 312.474.7841

#### **CHAMPAIGN**

2416 GALEN DRIVE  
CHAMPAIGN, IL 61821  
P 217.351.6268

- Aesthetics
- Maintenance

A final report will be prepared including an executive summary which provides information resulting from the various elements of the analysis outlined in the scope of work below.

### Scope of Work

**Task 1: Meetings, Coordination and Project Management** – This task includes meetings and coordination with Park District staff, regulatory agency staff, and other stakeholders throughout the project duration. The Project Manager will provide project status updates of work completed, work anticipated and the budget status on the monthly invoice. The following meetings are anticipated for this project:

- Kickoff meeting (1)
- Progress Meeting with Client (1)
- Internal Progress Meetings
- Initial Plan alternative review meeting On-Site (1)
- Pre-application Meeting with IDNR-OWR (1)
- Pre-application Meeting with DuPage County Stormwater (1)
- Project Administration, Invoicing and Schedule Management

### **Task 2: Route and Hydraulic Survey**

**Horizontal and Vertical Control.** The surveyor will establish horizontal and vertical control for the project. These coordinated are referenced to NAD 83. The correlation of the nearest Elevation Reference Marks that have been established in the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and Flood Insurance Rate Maps with NGVD 88 datum will be referenced.

**Supplemental Topographic Survey** – Design engineers will review the existing completed survey through the recent work and evaluate what is necessary to add to the topographic file for the replacement of the Ginger Creek pedestrian structure. This survey will need to include benchmarks with references, visible utilities, multi-use paths, landscaping elements, significant trees (6" greater in diameter at breast height), pavement location and type. The services will include the survey of the wetland boundaries as delineated by ERA.

**Hydraulic Survey.** An agricultural ditch survey will be conducted and used for the hydraulic model.

- Ditch cross sections will be taken at upstream and downstream intervals of approximately 50 feet, 100-ft and 250 feet.
- Within 50 feet upstream and downstream of the bridge, additional topographic features will be surveyed and as directed by the drainage engineer.
- Streambed profile (thalweg) will be surveyed at 25' intervals within a lateral distance of 250' upstream and downstream of the pedestrian | Dam hydraulic structure.

**Base Plans.** this task will utilize the topographic measurements obtained through previous recent work along with the new topographic survey to create base plans. A design JULIE will be submitted, and utility atlas maps will be incorporated into the base plans.

### **Task 3: Environmental Review**

**Wetland Delineation Review** – A wetland delineation for the project area has previously been prepared and will be made available for review. The current delineation is anticipated to cover the extents of the project and will be utilized. Please note that the delineation was completed greater than two years ago. Delineations in DuPage County are good for up to two years and an updated delineation may be required by the Village.

#### **Task 4 Structural Assessment**

**Condition Report** – An inspection will be performed to assess the current condition of the existing pedestrian structure and existing dam and provide the data for a Condition Report (BCR). The inspection and the report will conform to the requirements of the IDOT Bridge Condition Report Procedures & Practices, the IDOT Bridge Manual, the IDOT BLRS Manual and National Bridge Inspection Standards (NBIS) standards.

The report will include:

- Delamination sketches
- Document the current physical condition and functionality of the dam structure bridge. The Condition Report will be prepared under the supervision of an Illinois Licensed Structural Engineer. The document will provide a recommendation on whether the dam is structurally sound or if it needs to be replaced.
- The findings of the Condition Report will assist the District in determining the preferred alternate approach with the dam.

**Concept Alternatives** - Provide two (2) Structural Concept alternatives for the project which will include exhibits, tables and preliminary cost estimates as supporting information.

#### **Task 5 – Stormwater Analysis**

ERA will provide a hydraulic analysis of the existing and proposed improvements using the HEC-RAS computer software modeling program for one-dimensional steady flow. The hydraulic analysis in HEC-RAS will be used to evaluate the proposed alternative design concepts for compliance with floodplain and floodway regulations. Ginger Creek's regulatory model is FEQ and is not part of the scope for this task. The final design and permit submittals will require that the FEQ model be created. The results from HEC-RAS is for evaluation purposes only.

**Existing Conditions Model** – ERA will create the existing conditions in HEC-RAS with the following items:

- Cross Sections data from ERA topographic measurements.
- Updates to Hydraulic Structure from ERA topographic measurements.
- Discharges from the FIS for the 2-, 10-, 50-, 100-, and 500-yr recurrence intervals.
- Modifications to the FIS manning's "n" values for the project site using supportive photographic evidence.
- For cross sections and hydraulic structures within 1000-ft of the project site that are not surveyed, we will use the input data found in the Ginger Creek FEQ model.

**Proposed HEC-RAS model** – ERA will create a proposed model which will incorporate the proposed bridge structure, dam modifications, river restoration cross-sectional changes, project cut/fills, and vegetation management improvements.

**Compensatory Storage** - This task will tabulate the anticipated project fills and cuts from the proposed improvements and determine the location and approximate volume anticipated for the compensatory floodplain storage necessary for each of the concepts.

#### **Task 6 - Conceptual Site Layout Exhibits**

A preliminary geometric layout plan shall be prepared for each alternative. These will include the environmental alternatives and typical cross section for the weir, bank stabilization and associated restoration areas.

#### **Task 7 - Cost Estimates**

A total of up to three concept alternatives will be prepared for consideration by the District. The concepts shall conform to the identified goals and objectives outlined by the District during the initial project kick-off

meeting. The concept alternatives shall include a conceptual level scaled drawing for illustrative purposes. Preliminary cost opinions shall be prepared for each alternative.

### **Task 8 Permitting Evaluation**

This task includes providing a matrix of potential permits based upon the proposed alternatives. The matrix will provide information regarding the name of the agency, specific permitting submittal requirements, type of permit, anticipated review time and anticipated permitting fees.

Potential permits associated with this project include:

- IDNR-OWR (Part 3708) Floodway Construction Permit
- IDNR-OWR (Part 3702) Dam Construction and Maintenance Permit
- IEPA Construction Site Runoff (ILR10)
- IDNR Threatened and Endangered Species signoff
- Illinois Historical Preservation Agency
- IDNR Interagency Wetland Policy Act
- Army Corps of Engineers
- Kane/DuPage Soil and Water Conservation District
- EPA 404 Permit
- DuPage County Stormwater Management Permit
- Village of Oak Brook

### **Task 9 Alternative Funding Assistance**

This task includes assisting the District with grant applications for to up to two agencies offering potential funding for the project. Assistance includes:

- DuPage River Salt Creek Workgroup (DRSCW) – Coordination with DRSCW to determine if the project meets their requirements. This may include presenting the project to their projects committee.
- DuPage County water Quality Improvement Program (WQIP) – ERA will prepare and submit the WQIP application.

### **Task 10 Technical Memorandum Report**

The final Project Development Report (PDR) will include a summary of the following items:

PDF of the Final Report summarizing the Evaluation of Alternatives

- Executive Summary
- Hydraulic Analysis Summary
- Results for HEC-RAS model and Compensatory Storage calculations
- Structural Analysis Summary
- Permitting Summary
- Matrix Summary Table
- PDF of Meeting Minutes and Correspondence with Permit Agencies
- Cost Estimate
- Conceptual plans and Exhibits
- Recommended Alternative
- Grant Funding
- Submittal information and correspondence

Supplemental Files that will be included are:

Electronic files of HEC-RAS model

Electronic design files (MicroStation/CADD)



**Task 11 Extra: Additional Dam Alternate**

The preferred alternative for the dam is determined by the findings from the Condition Report outlined above. However, should the District request an additional dam design, this task includes the hydraulic modeling, structural design and the estimate cost for construction of the additional dam configuration. The findings of the additional dam will be included in the final report.

**Schedule**

Please refer to attached project schedule.

**Fees**

The cost associated with the services included in this proposal will be invoiced on an Hourly T&M basis according to the following estimated schedule (Exhibit 2).

Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

Additional services, not included in this proposal, will be added to the contract through a change work order submitted to the client for approval, prior to beginning work. The contract limit will be adjusted to include the budget for the additional services in the change work order.

Invoices will be issued monthly reflecting the percent of the project completed as of the "services through" date on the invoice. Any unpaid ERA invoices over 60 days old must be paid in full prior to our release of the project's final deliverable.

Please send payment with invoice number included to:  
3s701 West Ave., Suite #150, Warrenville IL 60555

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed proposal will serve as authorization to proceed with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for civil engineering and land surveying services.

If you have any questions, please contact me at 630-393-3060 or [jmayer@eraconsultants.com](mailto:jmayer@eraconsultants.com).

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.  
WARRENVILLE



John F. Mayer, PE  
Vice President

JM/jan

Attachments/Enclosure





# ENGINEERING RESOURCE ASSOCIATES

3S701 West Avenue Suite 150  
 Warrenville, IL 60555  
 Phone: 630.393.3060  
 Fax: 630.393.2152  
 www.eraconsultants.com

CLIENT: Oak Brook Park District  
 PROJECT: Phase I Engineering and Evaluation for New Bridge  
 PROJECT LOCATION: Ginger Creek at Central Park

Date: 10/11/2022  
 Consultant: Engineering Resource Associates, Inc.  
 Project Manager: JFM  
 PL No.: PL2207.50

TASK No.	WORK DESCRIPTION	HOURS	WEIGHTED HOURLY RATE	ERA'S FEE	SERVICE BY OTHERS FEE	% OF GRAND TOTAL
1	Meetings, Coordination and Project Management	36	\$172	\$6,200.00		10%
2	Route and Hydraulic Survey	56	\$127	\$7,100.00		11%
3	Environmental Review	2	\$168	\$300.00		0%
4	Structural Assessment and Concept Development	105	\$139	\$14,600.00		23%
5	Stormwater Analysis	55	\$120	\$6,600.00		10%
6	Conceptual Site Layout Exhibits	37	\$126	\$4,700.00		7%
7	Cost Estimates	41	\$122	\$5,000.00		8%
8	Permitting Evaluation	9	\$154	\$1,400.00		2%
9	Alternative Funding Assistance	24	\$110	\$2,600.00		4%
10	Technical Memorandum Report	36	\$137	\$4,900.00		8%
11	EXTRA: Additional Dam Alternative	76	\$128	\$9,700.00		15%
						0.00%
						0.00%
						0.00%
						0.00%
						0.00%
	<b>Reimbursables</b>					
	Vehicle Per Diem					0.00%
	Mileage Costs			\$110.00		0.17%
	Printing Costs			\$393.75		0.62%
	Permitting Fees					0.00%
	<b>Optional Services</b>					
	<b>TOTALS</b>	<b>401</b>	<b>\$137.49</b>	<b>\$63,603.75</b>	<b>\$0.00</b>	<b>100%</b>



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CLIENT: Oak Brook Park District

PROJECT: Phase I Engineering and Evaluation for New Bridge

PROJECT LOCATION: Ginger Creek at Central Park

COUNTY: DuPage

Date: 10/11/2022

Consultant: Engineering Resource Associates, Inc.

Project Manager: JFM

PL No.: PL2207.50

TEAM MEMBER	HOURLY RATE	Meetings, Coordination and Project Management			Route and Hydraulic Survey			Environmental Review			Structural Assessment and Concept Development		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
John Mayer	\$227.00	8	22.2%	\$50.44							7	6.7%	\$15.14
Jenny Loewenstein	\$159.00	6	16.7%	\$26.51	1	1.8%	\$2.85						
Meredith Nika	\$139.00												
Natalia Mikolajczyk	\$104.00												
Cody Frovarp	\$96.00												
Erin Pande	\$163.00	6	16.7%	\$27.17									
Ken Anderson	\$168.00							2	100.0%	\$168.00			
Andy Johnson	\$131.00				32	57.1%	\$74.85						
Bradly Earnest	\$87.00												
Mitchell Plonka	\$87.00												
Melissa Lange	\$200.00	8	22.2%	\$44.44	1	1.8%	\$3.58				32	30.5%	\$60.96
Kristina Kolodziejczyk	\$104.00	8	22.2%	\$23.11							30	28.6%	\$29.71
Samantha Heatherly	\$97.00										36	34.3%	\$33.26
Sandra Sekulich	\$144.00				6	10.7%	\$15.42						
Richard Costa	\$106.00				16	28.6%	\$30.28						
<b>TOTALS</b>		36	100.0%	\$171.67	56	100.0%	\$126.99	2	100.0%	\$168.00	105	100.0%	\$139.08





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PROJECT LOCATION: Ginger Creek at Central Park  
COUNTY: DuPage

Date: 10/11/2022  
Consultant: Engineering Resource Associates, Inc.  
Project Manager: JFM  
PL No.: PL2207.50

TEAM MEMBER	HOURLY RATE	Stormwater Analysis			Conceptual Site Layout Exhibits			Cost Estimates			Permitting Evaluation		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
John Mayer	\$227.00	1	1.8%	\$4.13	2	5.4%	\$12.28	2	4.9%	\$11.08	1	11.1%	\$25.22
Jenny Loewenstein	\$159.00	12	21.8%	\$34.69	2	5.4%	\$8.60				1	11.1%	\$17.66
Meredith Nika	\$139.00	4	7.3%	\$10.11							1	11.1%	\$15.44
Natalia Mikolajczyk	\$104.00	36	65.5%	\$68.07	7	18.9%	\$19.68	2	4.9%	\$5.08	2	22.2%	\$23.11
Cody Frovarp	\$96.00	2	3.6%	\$3.49									
Erin Pande	\$163.00				4	10.8%	\$17.62	1	2.4%	\$3.98	4	44.4%	\$72.44
Ken Anderson	\$168.00												
Andy Johnson	\$131.00				12	32.4%	\$42.48						
Bradly Earnest	\$87.00												
Mitchell Plonka	\$87.00				4	10.8%	\$9.40	4	9.8%	\$8.49			
Melissa Lange	\$200.00							6	14.6%	\$29.26			
Kristina Kolodziejczyk	\$104.00							14	34.2%	\$35.52			
Samantha Heatherly	\$97.00				6	16.2%	\$15.73	12	29.3%	\$28.39			
Sandra Sekulich	\$144.00												
Richard Costa	\$106.00												
<b>TOTALS</b>		55	100.0%	\$120.49	37	100.0%	\$125.80	41	100.0%	\$121.79	9	100.0%	\$153.87



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 PROJECT LOCATION: Ginger Creek at Central Park  
 COUNTY: DuPage

Date: 10/11/2022  
 Consultant: Engineering Resource Associates, Inc.  
 Project Manager: JFM  
 PL No.: PL2207.50

TEAM MEMBER	HOURLY RATE	Alternative Funding Assistance			Technical Memorandum Report			EXTRA: Additional Dam Alternative			PLACE HOLDER		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
John Mayer	\$227.00	1	4.2%	\$9.47	4	11.1%	\$25.22	4	5.3%	\$11.94			
Jenny Loewenstein	\$159.00	1.0	4.2%	\$6.63	1	2.8%	\$4.42	8	10.5%	\$16.74			
Meredith Nika	\$139.00												
Natalia Mikolajczyk	\$104.00	2	8.3%	\$8.66	4	11.1%	\$11.55	20	26.3%	\$27.37			
Cody Frovarp	\$96.00				1	2.8%	\$2.67						
Erin Pande	\$163.00	4	16.7%	\$27.17	2	5.6%	\$9.06						
Ken Anderson	\$168.00												
Andy Johnson	\$131.00							8	10.5%	\$13.79			
Bradly Earnest	\$87.00												
Mitchell Plonka	\$87.00	16	66.7%	\$58.00	2	5.6%	\$4.84						
Melissa Lange	\$200.00				6	16.7%	\$33.34	8	10.5%	\$21.06			
Kristina Kolodziejczyk	\$104.00				16	44.4%	\$46.22	12	15.8%	\$16.42			
Samantha Heatherly	\$97.00							16	21.1%	\$20.42			
Sandra Sekulich	\$144.00												
Richard Costa	\$106.00												
<b>TOTALS</b>		24	100.0%	\$109.93	36	100.0%	\$137.32	76	100.0%	\$127.75	0	0.0%	\$0.00



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: SYNTHETIC FIELD TURF REPLACEMENT**

**AGENDA No.: 7 B**

**MEETING DATE: OCTOBER 17, 2022**

**STAFF REVIEW:**

Director of Parks and Planning, Bob Johnson: *Bob Johnson*

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey: *Laure Kosey*

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

The synthetic soccer field at Central Park was installed in July of 2012. The useful life of the synthetic turf is ten years, at which point the “grass carpet” and infill material must be replaced. The rubber infill is extracted and stored, followed by removal of the synthetic turf. The new turf is then installed and the extracted infill is reapplied as a cushioning base layer, followed by a top infill that dissipates heat better than previous versions of infill. The entire process takes up to three weeks.

The turf manufacturer and installer, Field Turf USA, Inc. has provided a proposal for the project which will commence in July of 2023. Field Turf USA, Inc. utilizes the Sourcewell cooperative purchasing program. The Oak Brook Park District is a member of Sourcewell, and has previously purchased playgrounds and park equipment through the cooperative. The total project cost is \$671,755.40. This price quote is good until November 2022.

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

Staff recommends accepting the proposal from, and entering into an agreement with, Field Turf USA, Inc. for the replacement of the synthetic athletic soccer turf to take place in July 2023.

**Action Proposed:**

A motion (and a second) to accept the proposal from Field Turf USA, Inc. for the synthetic field turf replacement, and to approve an agreement between the Oak Brook Park District and Field Turf USA, Inc. for a not-to-exceed cost of \$671,755.40.

# COOP PRICING PROPOSAL



## OAK BROOK PARK DISTRICT

September 2, 2022

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcwell contract (formerly NJPA). Sourcwell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcwell Contract # 031622-FTU.



Click on the following Sourcwell hyperlink for contract due diligence documentation: [Sourcwell](#)

	OAK BROOK PARK REPLACEMENT	Quantity	Units	Unit Price	Total
	<b>Sitework</b>				
1	Civil Scope (description below)	107,920	SF	\$1.125	\$121,361.44
	<b>Subtotal Synthetic Turf Site Work</b>				<b><u>\$121,361.44</u></b>
	<b>Synthetic Turf</b>				
2	FieldTurf Core 2" CoolPlay	107,920	SF	\$5.53	\$596,797.60
3	Inlaid soccer markings	1	EA	\$7,280.00	DONATED
4	Inlaid mini soccer markings	2	EA	\$7,280.00	DONATED
5	Inlaid women's lacrosse markings	1	EA	\$7,280.00	DONATED
6	Inlaid men's lacrosse tick marks	1	EA	\$3,831.10	DONATED
7	Infill reuse*	1	SF	-\$0.50	-\$53,960.00
8	8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	1	EA	INCLUDED	INCLUDED
	<b>Subtotal Synthetic Turf</b>				<b><u>\$542,837.60</u></b>
	<b>SUBTOTAL - Oak Brook Park Replacement</b>				<b>\$664,199.04</b>
9	Performance & Payment Bonds	1	LS	\$7,556.36	\$7,556.36
	<b>Total - Oak Brook Park Replacement</b>				<b>\$671,755.40</b>

# COOP PRICING PROPOSAL



## PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Core 2" CoolPlay system, with the following product characteristics:

### CORE 2" (FTCORE-2) COOLPLAY

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 3.65lbs sand & 2lbs cryo rubber & 0.6lb coolplay
- ▶ **Pile Weight:** 36 oz/yd<sup>2</sup>
- ▶ **Total System Weight:** 958 oz/yd<sup>2</sup>

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

## PRICE INCLUDES:

- a) Existing infill to be salvaged and re-used pending requirements listed below.
- b) The removal and disposal of the existing synthetic turf field.
- c) Fine grading.

FieldTurf will accept rough grade of compacted stone base within .05 feet of proposed subgrade finished elevation. FieldTurf will fine grade to within ¼" and roll stone base with a 3 ton roller. This assumes no more than four planes on any field unless stated in the price. Any additional planes will be charged on a time and equipment basis.

- d) Union labor.

## PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) Unless otherwise specified, the price does not include any G-max testing.

# COOP PRICING PROPOSAL



- g) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- i) Site security.
- j) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- k) Site restoration, sodding, landscaping or grow-in.
- l) Permit fees, Inspection fees.
- m) Field graphics (logos, numbers, or letters).
- n) Maintenance equipment.
- o) A vehicle to tow FieldTurf maintenance equipment.
- p) All applicable taxes.
- q) Anything not explicitly noted in the inclusions.

## \*INFILL RE-USE

To be eligible for infill reuse, FieldTurf will follow the steps below to assure quality and performance are met. If the infill passes all our internal testing, the option of infill reuse is plausible.

1. **Collection:** The first step is to collect some of the infill from the field. Our skilled collection team will remove infill from ~2 square feet using our infill extraction protocol.

2. **Diagnosis:** The collected infill materials will be sent to our Innovation and Performance Center to be analyzed. The testing protocol includes key considerations for the following categories:

### Cleanliness

- Unwanted material

### Shock Attenuation / Gmax

- % Fines
- Infill Mix

### Ability to re-install

- Moisture Level

# COOP PRICING PROPOSAL



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the impacts of the COVID-19 pandemic are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

**Sara Marinelli**

Project Manager

(514) 799-8864

[Sara.Marinelli@FieldTurf.com](mailto:Sara.Marinelli@FieldTurf.com)

**Brian Smykowski**

Regional Sales Manager

(773) 569-1038

[Brian.Smykowski@FieldTurf.com](mailto:Brian.Smykowski@FieldTurf.com)

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:   
\_\_\_\_\_  
Marie-Christine Raymond, Director of Operations  
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Printed Name and Title

**FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701**

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: [Eric.Fisher@smartbuycooperative.com](mailto:Eric.Fisher@smartbuycooperative.com).



# COOP PRICING PROPOSAL



## CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





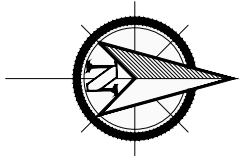
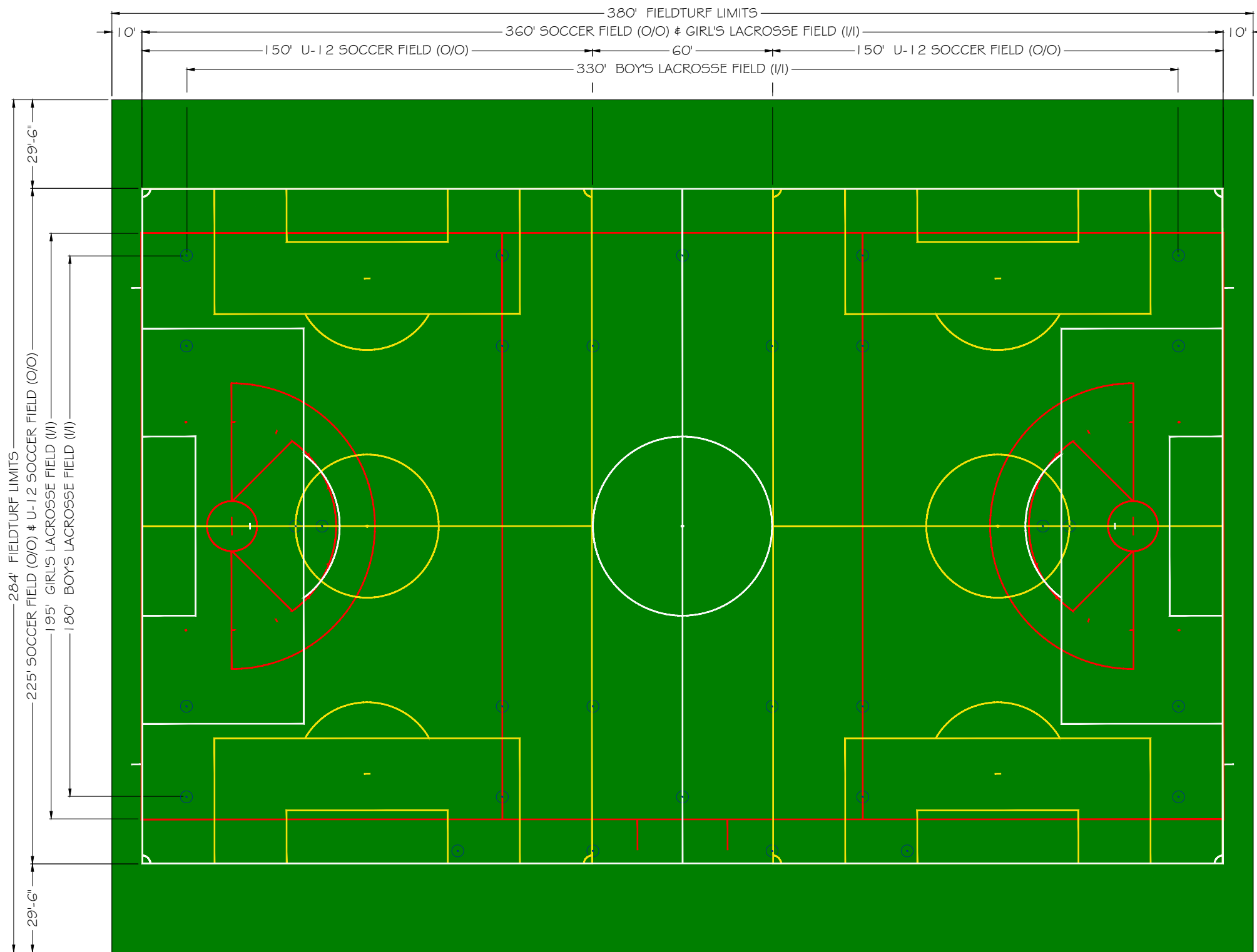
DRAWN BY:	A. G.
CHECKED BY:	J. B.
SCALE:	1"=40'
TOTAL FIELD AREA:	107,920 sq. ft.
PERIMETER:	1328 ft.



**OAK BROOK  
PARK DISTRICT REPLACEMENT  
OAK BROOK, IL**

DATE: AUGUST 31, 2022	ISSUE: PRESENTATION
FIELD LAYOUT	

Scale is only accurate when this drawing is printed on 11" X 17" paper. All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.



APPROVED BY:
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

**SPORT COLORS:**

	SOCCER COMPLETE COLOR NAME: WHITE PANTONE COLOR NUMBER: WHITE
	U-12 SOCCER COMPLETE COLOR NAME: CANARY YELLOW PANTONE COLOR NUMBER: 136C
	BOYS LACROSSE TICK MARKS COMPLETE COLOR NAME: REFLEX BLUE PANTONE COLOR NUMBER: RFXC
	GIRL'S LACROSSE COMPLETE COLOR NAME: RED PANTONE COLOR NUMBER: 185C

**LEGEND:**  
 FIELD GREEN FIELDTURF  
 107,920 sq. ft.

**FIELD LAYOUT NOTES** (sports are in order of dominance):

1. SOCCER MARKINGS ARE 4" WHITE NFHS STANDARDS.
2. U-12 SOCCER MARKINGS ARE 4" CANARY YELLOW U-12 STANDARDS.
3. BOYS LACROSSE TICK MARKS MARKINGS ARE 4" REFLEX BLUE NFHS STANDARDS.
4. GIRL'S LACROSSE MARKINGS ARE 4" RED NFHS STANDARDS.

COLOR DASHED CIRCLES ARE TO INDICATE PLACEMENT OF THE 4" X 4" INLAID TICK MARKS.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

**NFHS STANDARDS**



# Oak Brook Park District

## BOARD MEETING AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: APPROVAL OF OSLAD GRANT AGREEMENT FOR AUTUMN OAKS – CENTRAL PARK PHASE II**

**AGENDA No: 7 C**  
**MEETING DATE: OCTOBER 17, 2022**

**STAFF REVIEW:** Director of Parks & 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):**  
The Oak Brook Park District, along with the professional services of Upland Design Ltd, developed plans and an Open Space Land Acquisition and Development (OSLAD) grant application for phase II development of the North Athletic Fields at Central Park. The plans include an amphitheater and pavilion, a challenge fitness course, a games plaza, and a fishing station along Ginger Creek.  
  
The OSLAD grant is a matching grant administered through the Illinois Department of Natural Resources. It is funded through a portion of the Illinois real estate transfer tax. The grant provides up to \$400,000 in matching funds for qualified projects through a competitive application and selection process.  
  
The Park District was notified on July 25, 2022 that it has been awarded a grant in the amount of \$400,000 for the project, and received the formal agreement in late September 2022.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**  
Staff recommends approving the agreement between the Oak Brook Park District and the Illinois Department of Natural Resources for OSLAD grant #OS-22-2213.

**ACTION PROPOSED:** A motion (and a second) to approve the agreement between the Oak Brook Park District and the Illinois Department of Natural Resources for OSLAD grant #OS-22-2213.

**GRANT AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES  
AND  
Oak Brook Park District**

The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and Oak Brook Park District (Grantee), with its principal office at 1450 Forest Gate Road, Oak Brook, IL 60523-2159, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 06-948-1646 is Grantee's correct DUNS Number; YGJNGZCQRN7 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 36-2682363 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate               |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt                           |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select    |
| <input type="checkbox"/> Medical Corporation                   | applicable tax classification)                                |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> P = partnership                      |
| <input type="checkbox"/> Estate or Trust                       | <input type="checkbox"/> C = corporation                      |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be

\$ 400,000.00, of which \$ 0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 422-11-0970 and the CSFA Name is Open Space Land Acquisition & Development. The State Award Identification Number is 970-36957.

1.4. Term. This Agreement shall be effective on 10/1/2022 and shall expire on 9/30/2024 (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**State of Illinois, Department of Natural Resources**

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

Signature of Director of IDNR

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

Printed Name: Colleen Callahan

Printed Title: Director

**Oak Brook Park District**

By:   
Signature of Authorized Representative

Date: September 26, 2022

Printed Name: Laure L. Kosey, Executive Director

E-mail: lkosey@obparks.org

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

Signature of Chief Financial Officer

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

Printed Name: Meta Darnell

Printed Title: Chief Financial Officer

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

Signature of Chief Counsel

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

Printed Name: Renee Snow

Printed Title: Chief Counsel

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

#### **ARTICLE IV PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30

ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State



or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V  
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI  
BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

#### **ARTICLE VIII REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods

from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

#### **ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

#### **ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall



follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

#### ARTICLE XV

## AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit

conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI  
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee

Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

**16.5. Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status,

federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### **ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

#### **ARTICLE XXI CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original

purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and



achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced

herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

**Project Description**

The Open Space Lands Acquisition and Development Act (OSLAD) provides for grants to be disbursed by the Department of Natural Resources to eligible local governments for the purpose of acquiring, developing and/or rehabilitating lands for public outdoor recreation purposes. The purpose of this grant is for project development.

**Scope of Work**

The Grantee will complete the project in accordance with the project components presented in their 2022 OSLAD grant application, specifically identified in the DOC-1, MC/DOC-3, DOC-4, A-1 Narrative Statement, and A-3 Site Development Plan of which is incorporated herein by reference.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% through OSLAD. The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference. Project billings shall be submitted at project completion unless otherwise approved by IDNR. Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet.

If the approved OSLAD project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

**EXHIBIT C  
PAYMENT**

Grantee shall receive \$400,000.00 under this Agreement.

1. This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (100% for Disadvantaged Communities -FY23 Only) through OSLAD with any remaining funds to be covered by the Grantee.
2. The Grantee may receive a minimum of 50% of the grant award as an advance payment. Grant funds paid in advance must be kept in a separate interest-bearing account with a federally or Illinois regulated financial institution that is insured by the Federal Deposit Insurance Corporation (FDIC) and maintained therein until used in the execution of the approved project. All interest earned on grant funds held by a grantee shall become part of the grant principal when earned and be used for and in the same manner as the principal to fulfill the purposes and objectives of the grant. If funds are not held in an interest-bearing account, the grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum. (17 Ill. Adm. Code 3025.32).
3. Any additional payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to IDNR of a certified billing request listing all funds expended and including any other documentation required by IDNR following all instructions provided in the Implementation and Billing Packet.
4. A project shall be deemed completed for grant payment when the Grantee submits a certified development project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within 60 days following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
5. The grant will be administered in accordance with the time limit on expenditure of grant funds under the Illinois Grant Funds Recovery Act, 30 ILCS 705/5. All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
6. The Grantee must notify IDNR of any budget changes that may occur during the grant period. To maintain grant eligibility, such changes must be requested by the Grantee in writing and approved by IDNR. Changes to a line item of 10% or greater must be approved by IDNR before being executed. **Failure to obtain prior approval will result in the amount of the change order being disallowed and could result in a Class 4 felony.** (720 ILCS §5/33E-9).
7. Project costs incurred by the Grantee prior to grant approval notification or IDNR authorization (grant execution) are not eligible for reimbursement, except for architectural and engineering fees. Costs incurred prior to IDNR approval are ineligible for grant assistance. For acquisition projects, costs are considered incurred when property deed, lease or other conveyance is accepted by the Grantee, or first payment is made on the project property or to an escrow account for the property. In addition, no purchase agreement, option, etc., or price negotiations shall be entered into without IDNR approval. Development project costs are considered incurred on the date construction contracts are signed or actual physical work begins on the project site or project materials are delivered. (See 17 Ill. Adm. Code 3025.50).
8. Maximum grant amount will not exceed the grant amount listed on page one, Section 1.2 and only actual expenditures up to the maximum grant amount will be paid with this grant.

**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Ann Fletcher  
Title: Grant Administrator  
Address: One Natural Resources Way  
Springfield, IL 62702-1271  
Phone: (217) 557-7815  
TTY#: (217)782-9175  
Fax#: (217) 558-4192  
E-mail Address: ann.fletcher@illinois.gov

**GRANTEE CONTACT**

Name: Marco Salinas  
Title: CFO  
Address: 1450 Forest Gate Road, Oak Brook, IL 60523-2159  
Phone: 630-990-4233  
TTY #: \_\_\_\_\_  
Fax #: 630-990-8379  
E-mail Address: msalinas@obparks.org

**EXHIBIT E**

**PERFORMANCE MEASURES**

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the public by accomplishing the following items:

Providing community members with outdoor recreational opportunities that can be utilized by members of the public.



**EXHIBIT F**

**PERFORMANCE STANDARDS**

Completion of this project will allow citizens of Illinois, and others from the general populace, outdoor recreational opportunities for use.

Timely completion of this project will satisfy the requirements of the IDNR.

**EXHIBIT G**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

**NO CONDITIONS.**

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

**ARTICLE XXVII  
AUTHORIZED SIGNATORY**

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory of this Agreement, as designated or prescribed herein in paragraph 1.6. Grantor will reject any materials signed or submitted on the Grantee’s behalf by anyone other than the Authorized Signatory.

**ARTICLE XXVIII  
Illinois Works Jobs Act**

28.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

**ARTICLE XXIX  
ADDITIONAL BUDGET PROVISIONS**

29.1. Restrictions on Discretionary Line-Item Transfers. The Grantee may transfer funds within budget line items of less and no more than ten percent of the limiting line item without Grantor approval. Any budget line item transfers greater than ten percent must be requested in advance by the Grantee and must be approved by the Grantor, requiring an amendment to the Grant Agreement/Budget.

**ARTICLE XXX  
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS**

30.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

- (a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement,
- (b) Direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be

realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

30.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

**ARTICLE XXXI  
ADDITIONAL MODIFICATION PROVISIONS**

31.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

31.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

**ARTICLE XXXII  
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

32.2. Grantee will be responsible for the maintenance of any equipment purchased through the Special Wildlife Funds Grant Program. The Grantee shall meet the following requirements.

- (a) Equipment is to be kept safe and secure by the grantee.
- (b) Equipment for habitat establishment, maintenance or restoration is to be available for use by the public.
- (c) The grantee may charge a fee for the use of habitat establishment, maintenance, or restoration equipment. Rental fees shall not exceed \$3/acre for habitat development equipment such as native grass drills, tree planters, seeders, sprayers, tillers, disks, mowers, tractors, or other

- (d) planting equipment purchased with Special Wildlife Funds.
- (d) Rental fees shall be disclosed with the application for funding assistance in purchasing the equipment. All monies collected as rental fees shall be used solely to maintain the equipment for which they are charged.
- (e) The rental fees charged and received by the grantee shall also be disclosed on the reporting of the use of that equipment.
- (f) No other fees beyond a rental fee may be charged by the grantee for use of the equipment. (Administrative Rule 3060.80 (b) 2-5)

**ARTICLE XXXII  
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

**ARTICLE XXXIV  
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation,

Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

**ARTICLE XXXV  
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

35.2. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

35.3. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**ARTICLE XXXVI  
INCORPORATION**

36.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, Grant Manual, and attached documents are hereby incorporated into this Agreement and therefore are a part of this Agreement.

**ARTICLE XXXVII  
OSLAD SPECIFIC TERMS**

37.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, with the exception of the 50% advance payment, is paid as reimbursement of prior project expenditures.

37.2 The Grantee is required to deposit the 50% advance payment in an interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.

37.3 Additional information provided in the Project Implementation and Billing Packet will be considered an appendix to this agreement and is hereby incorporated into it through Exhibit B1.

37.4 The full application completed for this grant including all attachments, budget and maps is hereby incorporated into this agreement.

37.5 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

- a) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.
- b) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.
- c) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

37.6 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

- a) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.
- b) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.
- c) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

37.7 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

37.8 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

37.9 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

37.10 Grantees receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 *et seq.* or 55 ILCS 5/6-31001 *et seq.*) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to IDNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

37.11 All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.

37.12 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).



**PART THREE – THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XXXVIII  
REPORT DELIVERABLE SCHEDULE**

38.1. Periodic Reports. The grantee is required to submit the following periodic reports: Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

<u>Reporting Period</u>	<u>PPR and PFR Due Date</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

38.2. Final Project Report. The grantee shall submit a written **Final Project Report** to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:

- Project Name and grant agreement number
  - Grantee name, address, and telephone number
  - Timeframe of the report
  - Authors' name, telephone number, and E-mail address
- Project objective, as described in the application and grant agreement
- Project description and implementation discussion
  - Discussion of project accomplishments
  - Discussion of project failures and suggested improvements
- Any other information/documentation as required by the Grantor

38.3. Failure to provide the Final Project Report as required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

**ARTICLE XXXIX  
Equipment Reports**

39.1. Equipment reports. Are due on December 31<sup>st</sup> during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (Administrative Rule 3060.80 (b) 7)

**ARTICLE XL**  
**REIMBURSEMENT OF COSTS INCURRED**

40.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant term as identified in 1.4 unless an extension is granted under 28.3. Costs incurred prior to the effective date of this Agreement as identified in 1.4, and costs incurred after the expiration date of this Agreement as identified in 1.4 are not eligible for reimbursement.

**ARTICLE XLII**  
**OSLAD SPECIFIC TERMS**

41.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to acquire and/or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.

41.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.

41.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.

41.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

41.5 Project Signage and Publicity: Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by IDNR or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM"  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

41.6 50% of the labor hours on the project must be performed by actual residents of the State of

Illinois (20 ILCS 805/805-350).

41.7 Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

<u>Total Grant Award</u>	<u>Time Period After Final Billing</u>
\$1 to \$50,000	6 years
For every \$25,000 increment over \$50,000	Add 1 year

Land acquired with funding assistance from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

41.8 Projects receiving development grant assistance only shall be bound by the terms of this Agreement for the period of time specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70):

41.9 Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior IDNR approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location (17 Ill. Adm. Code 3025.70).

41.10 For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to IDNR for review and certification to establish the property's market value. The appraisal must be completed to IDNR specifications (17 Ill. Adm. Code 3025.70).

41.11 For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by IDNR. The IDNR will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements (17 Ill. Adm. Code 3025.70).

41.12 The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

(a) All lands and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to IDNR and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

(b) IDNR shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

(c) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to IDNR, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

41.13 No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from IDNR. Specific actions regarded as significant deviations include, but are not limited to:

a) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

b) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site –to anything other than public outdoor recreation use, unless approved in this Agreement or by IDNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

c) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by IDNR. (All future utility lines servicing the project site, except as noted, must be buried.)

41.14 Any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by IDNR.

41.15 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.

41.16 No assignment of grant provisions or duties is allowed.

41.17 All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

41.18 If the grant award is \$250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

41.19 It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

41.20 The Grants Manual, a copy of which the IDNR previously provided to the Grantee, is hereby incorporated herein by reference and made a material and binding part of this Agreement.

**ARTICLE XLII  
ACKNOWLEDGEMENT OF FUNDING SOURCE**



42.1. Project Acknowledgement. The grantee shall give proper credit to the appropriate Fund and coordinate with the Department on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the grantee, which refers to the project.

42.2. Signage. The grantee shall post a sign, include a logo or affix a decal, if practical and applicable, crediting the applicable Fund. Signs, logos and decals shall be supplied by the Department. The IDNR will provide guidance to the grantee for posting of signs, logos and decals on projects awarded under this Fund.

New Business



# Oak Brook Park District

<b>BOARD MEETING</b> <b>AGENDA ITEM –HISTORY/COMMENTARY</b>	
<b>ITEM TITLE: CORI’S WAY PRESCHOOL DOOR BID</b>	<b>AGENDA No.: 8 A</b> <b>MEETING DATE: OCTOBER 17, 2022</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> Kluber Architects + Engineers is developing a project scope to put together a bid packet for the Cori’s Way Preschool Door. Four of five classroom doors are currently behind the secured main entrance doors, with the exception of the Purple Room which will be made more secure by moving its entrance door behind the secured main entrance doors. The project is expected to be completed over the Winter or Spring Break once a contractor has been selected.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b>	
<b>ACTION PROPOSED:</b> For Review and Discussion Only.	



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: APPROVAL OF A TRAVEL EXPENSE FOR COMMISSIONER ATTENDANCE AT THE 2023 IAPD/IPRA ANNUAL CONFERENCE, JANUARY 26 - 28, 2023 AT THE HYATT REGENCY CHICAGO.**

**AGENDA No.: 8 B**

**MEETING DATE: OCTOBER 17, 2022**

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 2023 Illinois Association of Park Districts (IAPD and the Illinois Park and Recreation Association (IPRA) annual conference will be held January 26 -28, 2023 at the Hyatt Regency Chicago. The *IAPD/IPRA Soaring to New Heights Conference* holds the unique distinction of being the largest state park and recreation conference in the nation. The conference brings together thousands of professionals, Commissioners, and elected officials from around the state for quality educational programming, networking, and professional development.

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

The exhibit hall showcases the latest recreational products and services.

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

A cost estimate for commissioner travel by auto is presented on the attached estimated travel cost form. Staff will investigate and use every cost savings available to reduce any travel expense. Attached are the cost estimates for the Commissioners’ Travel, Meal and Lodging Expenses based upon the early bird conference registration discount, which will end December 12, 2022.

The attached Travel Form recaps the estimated cost for each Commissioner attending the conference and are presented for Board review at this meeting.

**ACTION PROPOSED:**

For Review and Discussion Only.



## OAK BROOK PARK DISTRICT

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

<b>Name:</b> Commissioner	<b>Department:</b>	<b>Date:</b>	<b>Purpose for Travel:</b> 2023 IAPD/IPRA Conferece, Hyatt, Chicago, IL
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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				
01/26/23	\$ 335.00		\$25.27	\$ 130.00	\$ 15.00	\$ 25.00	\$ 35.00	\$ 36.50		\$ 601.77	Full Conf Pckg for Thurs., Fri., & Sat. \$335
01/27/23				130.00	15.00		35.00	36.50		216.50	* Friday Awards Luncheon cost in Full Pckg
01/28/23					15.00	25.00				40.00	
										-	No Frills Conf Pckg - Thurs., Fri., & Sat. \$280
										-	Friday only Conf Pckg \$240
										-	Saturday only Conf Pckg \$260
										-	Awards Luncheon \$70.00
<b>Total:</b>	\$ 335.00	\$ -	\$ 25.27	\$ 260.00	\$ 45.00	\$ 50.00	\$ 70.00	\$ 73.00	\$ -	\$ 858.27	

<b>Department Director Approval:</b>	<b>Date:</b>
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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						
										\$ -		\$ -	
										-		-	
										-		-	
										-		-	
										-		-	
										-		-	
<b>Total:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

<b>Requestor Signature:</b>	<b>Date:</b>
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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.

<b>2022 Mileage</b>
<b>Reimbursement Rate:</b> \$ .585 per mile
<b>Scan final approved form and supporting documentation to <a href="mailto:travel@obparks.org">travel@obparks.org</a></b>

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

## BOARDSMANSHIP

- Boardmanship, Part I
- Boardmanship, Part II
- Board Member to Board Leader
- Commissioners Roundtable: Equity and Inclusion
- The Culture Code: Creating a Healthy Relationship Between Executive Directors and the Elected Officials
- I'm on the Board, Who is Robert and What about His Rules?
- Land Acquisition for Park and Forest Preserve Districts
- Property Acquisition & Sale 101: Understanding Ways to Acquire and Sell Real Property

## DIVERSITY, EQUALITY & INCLUSION

- BEE' Kind: A Kindness Ambassador Program
- Champions For Change, Our DEI Journey
- DEI: Small Changes, Big Rewards
- Help! My Staff are ALL So Different!
- Promoting Vendor Diversity at Your Agency
- Strategic Diversity Planning - How to Build, Execute and Measure Your DEI Goals
- Supporting Transgender Youth Through Parks & Recreation

## FACILITY MANAGEMENT

- Aquatics Roundtable
- Aquatics Management: How to Hire Better and Keep Them Longer
- Building Together: Partnering Education and Facilities When Planning the Reuse of Structures as Education Centers
- Choosing Outdoor Play and Fitness Equipment for Teens and T(w)eens
- Creating and Programming the Rylko Park Educational Gardens
- Excellent Facility Rental Management
- Forward Thinking Aquatic Planning
- How to Speak Museum
- Hyper Focused on Facility Services - Top 10 Things to Improve in FM
- Lifeguards...They're Stressed
- Net Zero Buildings: A Path for Success
- Savings & Sustainability: Taking the Guesswork Out of ComEd LED Lighting Grants
- Successfully Incorporating Inclusive Restrooms and Locker Rooms Into Your Facility Design
- Verified in the First Twelve Months, The Path to Success on Net Zero Energy

## FINANCE/INFORMATION TECHNOLOGY

- Bonding in an Evolving Market - Finding the Right Deal and Staying Out of Jail
- Cyber Security & Video Surveillance Best Practices - How to Protect the Ship
- Have You Saved Enough Towards Retirement? Learn About Your IMRF Benefits
- Maximizing Your Cash & Investments in the Current Environment
- Microsoft Teams and Your Phone System - Creating a Smarter Communications System
- Money Management in a Volatile Rate Environment
- Paycom 101 - You've Got Questions, We've Got Answers!
- Thinking About a Bond Referendum? What to Do and Where to Start
- Using Basic Data Analytics to Enhance Reporting and Improve Business Insights
- You've Issued Your Bonds - Now What?

## GOVERNANCE/LEGAL

- Are You Allowed to do That? What Local Government Leadership Must Know About Ethics Requirements
- Developments in Recreational Property Liability
- Freedom of Information Act
- How I Learned to Stop Worrying, Love Zoning and Trust My Municipal Overlords
- Illinois Open Meetings Act
- Is There an Interface Between Covid-19 and the ADA?
- Legal/Legislative, Part I
- Legal/Legislative, Part II
- Not in My Park: (The Interactive) Regulating Controversial Park Activities
- Park Finance 101: Levying, Budgeting and Reporting
- Public Meeting Best Practices in the Age of Engaged, Passionate, and Sometimes Unruly Members of the Public
- Social Media and Electronic Communications for the Candidate and Elected Official
- Social Media: Facebook? Instagram? What Now?
- Successful Intergovernmental Cooperation Revisited
- Utilizing Liability Waivers
- When Does a Modification Become the Norm, Not the Exception?

## HUMAN RESOURCES/RISK MANAGEMENT

- Best Practices for Responding to Harassment and Discrimination Complaints
- Bridging the Gap Between HR and Safety
- Conducting Effective Workplace Investigations
- Creating An In-House Sexual Harassment Training Program that Complies with Illinois Legal Requirements
- Employee Crisis: How Employers Can Navigate Personal & Professional Issues in the Post Pandemic Workforce
- Festival Security
- How Do We Compete? Finding & Retaining Talent When the Competition & Circumstances are Fierce
- Is Your Staff Hiring a Walk in the Park or an Obstacle Course?
- Leading Safety/Risk Management - A Facilitated Discussion Focusing on Building Strategy and Working Towards Results
- Managing Employee Leave Rights Under the FMLA, ADA, and Illinois Law
- Navigating a Harassment/Discrimination Free Workplace
- Recruitment and Retention - Today and Tomorrows Challenge
- Ten Reasons Why Your Agency Could Be Sued Over Employment Issues
- Use of Video Surveillance in Parks and Facilities

## LEADERSHIP/MANAGEMENT

- Becoming a Values Driven Organization
- But What Can I Do? It's As Easy As N.A.I.L.S.
- Courageous Conversations: Improving Dialogue in the Workplace
- Cooperative Purchasing: How It Can Help You Save Time and Money
- Effective Delegation
- Enhanced Wellness for Public Sector Employees: The Importance of Self-Care in the Helping Professions
- Finding Success Through Conflict Resolution
- Girl Power V
- Going Beyond the Typical Scholarship Programs to Provide Access to the Underserved
- Managing an Older Workforce as a Young Professional
- Managing the Best: Lessons from Young Supervisors on Managing Gen Z
- Move the Needle: Increase Your Productivity and Optimize Your Time
- Parks as Community Wellness Hubs: A Public Health Solution
- Play and W.I.N. - 3 Insights for Enjoying Life and Success
- State Accreditation: A Blueprint to Excellence
- Strategic Leadership While Facing the Unknown
- The Academy: Forty Years of Advancing, Influencing and Inspiring the Profession

## MARKETING/COMMUNICATION

- 5-Part System to Market with a Tiny Team
- Better Engage Your Community with Resident Journey Mapping
- Branching Out: Looking at Recreation's Close Kin
- Branding Your Agency from the Inside Out
- Don't Sweat the Technique and Forget the Last "P"
- Employee Burnout - The Cause and the Cure
- Marketing & Communications Roundtable
- Marketing in the New Normal: 5 Ways to Re-adjust Your Marketing Plans for 2023
- Showcasing Sponsorship in Style: The Do's and Don'ts
- Soar to New Communication Heights Through Message Based Communication
- Sponsorship Basics: From A to Z
- Ten Minutes to Turn Your Charts, Reports, Slides, and Infographics from Blah to Brilliant
- Think Like a Disrupter
- Winning the War for Talent by Leveraging Coordinated HR/Marketing Strategies
- Missing Employee Burnout: The Cause and the Cure

## PARKS/NATURAL RESOURCES

- Being Weather - Ready for Outdoor Events
- Celebrating Your Nature Preserve: Not Just an Ordinary Park
- Design, Installation and Maintenance Characteristics of a Sustainable Greenspace
- Designing Fitness Focused Playgrounds
- Designing Inclusion: Pocket Parks to Destination Parks- Inclusive Play for All
- Don't Be Scared...It's Just Compost
- GIS, a 360 Degree Camera and Your Park District
- In the Trenches: A Look at Navigating the Life of a Construction Project
- Ponds: When is Dredging Necessary and What are Your Options?
- Positioning Your Park Project for Grants and Funding
- The Preserve of Highland Park
- Swap your Swamp: Negotiating Land Exchanges for the Community's Benefit
- Trail Mix: Wellness, Mobility and Placemaking as a Community Connector
- Welcome New Parks Supervisors! What Are You Getting Yourself Into?

## RECREATION

- Active Adults 101: New to Experienced Professionals Wanted
- Active Adults and Special Recreation Adult Day Programs – the Perfect Partnership
- Battle of the Champions: Motivating Staff to Succeed
- Crushing Your Pickleball Budget
- Developing Community Grassroots Racquet Sports
- Equity in Aquatics - The Future of Community-Oriented Aquatics
- Expense Management: Reducing Cost but Not Quality
- Extreme Tweens and Teens - Impacting Them to Build the Citizen of Tomorrow
- Group Games Galore
- How Creating a Brand Can Lead to Increased Enrollment in Programming
- The Mean Lean League Machine
- Natural Benefits: What Nature Centers Can Do to Boost Your Programming!
- Phase 3 Programming - Meaningful Senior Programing for the Third Phase of Someones Life
- Planning and Community Engagement for Water-Based Recreation
- Recreation Revenue: Hacking Your Way to Additional Revenue
- Reimagining Success in Youth Sports
- Renovate or Replace for Revenue
- Sometimes You Gotta Work a Little to Ball a Lot (Part 1)
- Sometimes You Gotta Work a Little to Ball a Lot (Part 2)
- Special Event Bootcamp
- Trends in Evaluation: What's New, What's Changed
- Young Cultural Stewards - Youth Arts in the Parks!
- Youth Sports Compliance – Setting Standards and Enforcing Requirements

## THERAPEUTIC RECREATION

- Building Resiliency
- Nature Rx: Strengthening Outdoor Wellness through Partnerships
- No Child Left Behind. Inclusive Parks, Programs, and Recreational
- Self-Care: Creating Balance and Happiness
- The Importance of Vulnerability in Leadership

## FOREST PRESERVE & CONSERVATION

- A Balancing Act: Vector Monitoring and Management in a Forest Preserve System
- Creating Your Own Nature TV Show
- Crystal Lake Rehabilitation Project: Restoration and Revitalization of Urbana's Oldest Park
- Outdoor Electric Assisted Devices: Toys and Tools with Opportunity and Opposition
- Prescribed Burning within Illinois: The Why, What, and How of This Land Management Technique
- Think Outside: No Box Required!



# 2023 Conference Registration Form

REGISTRATION DEADLINE IS JANUARY 16, 2023

**Register online at [ilparksconference.com](http://ilparksconference.com)**  
 Faxed or mailed registration forms will be accepted until January 16, 2023.

I am completing this form on behalf of the attendee and would like a copy of the receipt; email to: \_\_\_\_\_

**SECTION I. ATTENDEE INFORMATION**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

NICKNAME FOR BADGE \_\_\_\_\_ AGENCY \_\_\_\_\_

MAILING ADDRESS, CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ ATTENDEE EMAIL ADDRESS (ONE EMAIL PER REGISTRATION FOR MOBILE APP ACCESS) \_\_\_\_\_

CERTIFICATIONS:  AFO  CPO  CPRE  CPRP  CPSI  CTRS

MEMBER:  IAPD  IPRA  NON-MEMBER

MEMBER RATES: All registrations are checked for membership status. Refer to the Policy on Members and Non-Members on page C7.

Is this your first time attending the IAPD/IPRA Soaring New Heights Conference?  Yes  No

If "No," how many years have you attended  2-5  6-9  10-15  16+

Pronoun on badge:  he/his  she/her  they/their  ze/zir  None

IAPD/IPRA makes available the email addresses of conference attendees to conference exhibitors who provide products and services to the park and recreation field.  **Please check here if you prefer your email address to NOT be provided.**

**ADA COMPLIANCE / SPECIAL MEAL ACCOMMODATION:** If you have any special accessibility/meal requirement, please provide a brief description below. For requests pertaining to your hotel/lodging needs, please contact the Hyatt or Swiostotel directly when booking your room. \_\_\_\_\_

**Emergency Contact (REQUIRED):** Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION II. PRE-CONFERENCE WORKSHIPS - THURSDAY, JANUARY 26, 2023 (Enrollment is limited - REGISTER EARLY!)**

ID#	TITLE	FEE	CEUs
<b>12:30 pm – 2:30 pm</b>			
17	Leading Below the Surface: Leadership for the Future	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
101	Master the Power of Change	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
314	Bidding 101 and Managing a Successful Construction Project	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
401	The WHY of Work; Remembering Passion and Purpose During Recovery	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
501	Rebuilding Social Connections: A TR's Role	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
600	Time/ Task Analysis for Maintenance Activities to Identify Resource Needs!	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
909	Diversity Marketing	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
1006	Creating a Culture of Belonging for All	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
1102	Understanding Emerging Forest Invaders: Jumping Worms and Japanese Stiltgrass	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
<b>3:00 pm – 5:00 pm</b>			
18	Imposter Syndrome and the Insidious Nature of Doubt	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
102	The Magic Force: Building Pride as a Performance Strategy	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
411	Evaluate Your Services from New Angles	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
505	I've Got Your Back: Supporting Your Staff & Volunteers	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
612	Delivering Exceptional Customer (Patron) Service Every Day Every Time	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
904	Purposeful PR   Essential Agency Communication	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
1000	Connecting the Dots for Health Equity	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
1104	Design, Installation and Maintenance Characteristics of a Green Shield Certified Greenspace	<input type="checkbox"/> \$85	<input type="checkbox"/> \$6
CDS	How to Diffuse Anger and Calm People Down	<input type="checkbox"/> \$99	<input type="checkbox"/> \$6
<b>SECTION II SUBTOTAL</b>		<b>\$</b>	



### SECTION III. CONFERENCE REGISTRATION

PACKAGE	EARLY (BY 12/12/22)		REGULAR (12/13/22 – 01/16/23)		ON-SITE	
	MEMBER	NON-MEMBER	MEMBER	NON-MEMBER	MEMBER	NON-MEMBER
Full	<input type="checkbox"/> \$335	<input type="checkbox"/> \$640	<input type="checkbox"/> \$400	<input type="checkbox"/> \$770	<input type="checkbox"/> \$440	<input type="checkbox"/> \$850
No Frills	<input type="checkbox"/> \$280	<input type="checkbox"/> \$530	<input type="checkbox"/> \$335	<input type="checkbox"/> \$640	<input type="checkbox"/> \$390	<input type="checkbox"/> \$750
Thursday Only	<input type="checkbox"/> \$120	<input type="checkbox"/> \$230	<input type="checkbox"/> \$135	<input type="checkbox"/> \$260	<input type="checkbox"/> \$150	<input type="checkbox"/> \$285
Friday Only	<input type="checkbox"/> \$240	<input type="checkbox"/> \$455	<input type="checkbox"/> \$270	<input type="checkbox"/> \$515	<input type="checkbox"/> \$295	<input type="checkbox"/> \$565
Saturday Only	<input type="checkbox"/> \$260	<input type="checkbox"/> \$495	<input type="checkbox"/> \$290	<input type="checkbox"/> \$555	<input type="checkbox"/> \$315	<input type="checkbox"/> \$605
Student	<input type="checkbox"/> \$120	<input type="checkbox"/> \$220	<input type="checkbox"/> \$120	<input type="checkbox"/> \$220	<input type="checkbox"/> \$120	<input type="checkbox"/> \$220
Retiree	<input type="checkbox"/> \$145	<input type="checkbox"/> \$360	<input type="checkbox"/> \$155	<input type="checkbox"/> \$385	<input type="checkbox"/> \$185	<input type="checkbox"/> \$460
Guest/Spouse	<input type="checkbox"/> \$145	<input type="checkbox"/> \$145	<input type="checkbox"/> \$155	<input type="checkbox"/> \$155	<input type="checkbox"/> \$185	<input type="checkbox"/> \$185
<b>A LA CARTE TICKET OPTIONS</b>					<b>QTY.</b>	
<ul style="list-style-type: none"> <li>• Friday, Awards Luncheon Ticket (includes one (1) dessert ticket)</li> <li>• Friday, Dessert Ticket ONLY (dessert served in the Exhibit Hall immediately following the luncheon)</li> <li>• Friday, Awards Luncheon Preferred Agency Seating (non-refundable fee)                             <ul style="list-style-type: none"> <li>- Specify preferred agency table OR preferred legislative table (if you will be inviting a legislator to join your agency).</li> <li>- All Preferred Agency/Legislative tables seat 10. (see page C4)</li> </ul> </li> <li>• Saturday, Closing Social Ticket</li> <li>• CLE Credit Packages (3=\$45; 4=\$60; 7=\$105; 8=\$120) ARDC # _____</li> </ul>					<input type="checkbox"/> \$70 x _____ \$ _____ <input type="checkbox"/> \$15 x _____ \$ _____ <input type="checkbox"/> \$50 x _____ \$ _____ <input type="checkbox"/> Agency <input type="checkbox"/> Legislative  \$125 x _____ \$ _____ <input type="checkbox"/> \$45 <input type="checkbox"/> \$60 <input type="checkbox"/> \$105 <input type="checkbox"/> \$120	
<b>SECTION III SUBTOTAL</b>					<b>\$</b>	

### SECTION IV. SPECIAL EVENT REGISTRATION (Space is limited - REGISTER EARLY!)

**Professional Connection: Thursday, January 26, 6:00 pm – 7:00 pm** (see page C9 for details.)

PCS	Professional Connection – <b>Student</b>	<input type="checkbox"/> N/C
PCP	Professional Connection – <b>Professional</b>	<input type="checkbox"/> N/C
<b>Mock Interviews/Resume Review: Friday, January 27, 10:00 am - 11:00 am</b> (see page C9 for details.)		
MIS	Mock Interviews/Resume Review – <b>Student</b>	<input type="checkbox"/> N/C
MIP	Mock Interviews/Resume Review – <b>Professional</b>	<input type="checkbox"/> N/C

**Instructions:** Enter the subtotal from each section.  
Add Section II – IV line totals together  
to get the total amount now due.

<b>SECTION II: CONFERENCE WORKSHOPS</b>	<b>\$</b>
<b>SECTION III: CONFERENCE REGISTRATION</b>	<b>\$</b>
<b>SECTION IV: SPECIAL EVENTS</b>	<b>\$      N/C</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$</b>

### SECTION V. PAYMENT

**METHOD OF PAYMENT** \* Should you make an error in calculating, your card will be charged for the correct amount.

Check # \_\_\_\_\_ (Please make checks payable to IAPD.)     Visa     MasterCard    **TOTAL \$** \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder's Billing Address \_\_\_\_\_ Zip Code \_\_\_\_\_

3-Digit CVC # \_\_\_\_\_ Signature \_\_\_\_\_

**FXED OR MAILED REGISTRATION FORMS WILL BE ACCEPTED UNTIL JANUARY 16, 2023 AT:  
2023 IAPD/IPRA CONFERENCE**

1460 Renaissance Drive, Suite 209, Park Ridge, IL 60068  
OR FAX: (847) 957-4255

**FOR QUESTIONS OR TO MODIFY AN EXISTING REGISTRATION, EMAIL [ILPARKS2023@CTEUSA.COM](mailto:ILPARKS2023@CTEUSA.COM) OR CALL (847) 957-4255**

# IMPORTANT REGISTRATION INFORMATION

REGISTRATION FOR CONFERENCE AND ANY FEE-BASED CONFERENCE WORKSHOPS MUST BE DONE AT THE SAME TIME.

	Full Package	No Frills	Thurs Only	Friday Only	Saturday Only	Student/Retiree	Spouse/Guest
All-Conference Awards Luncheon (Friday)	✓						
Closing Social (Saturday)	✓				✓		
60-Minute Sessions * (Thursday-Saturday)	✓	✓	✓**	✓***	✓****	✓	✓
Exhibit Hall Admission (Thursday & Friday)	✓	✓	✓**	✓***		✓	✓
Keynote General Session (Saturday)	✓	✓			✓	✓	✓
Welcome Social (Thursday)	✓	✓	✓	✓	✓	✓	✓

\* 2-hour workshops not included and are available for an additional fee.

\*\* 60-minute sessions and access to Exhibit Hall on Thursday only.

\*\*\* 60-minute sessions and access to Exhibit Hall on Friday only.

\*\*\*\* 60-minute sessions on Saturday only.

**CEU FEES** – There are no additional CEU fees for the 60-minute conference sessions on Thursday - Saturday. CEU fees for the 2-hour conference workshops will be charged a \$6 fee.

**FULL** – Includes All-Conference Awards Luncheon ticket, Thursday - Saturday 60-minute sessions, Closing Social ticket, admission to the Exhibit Hall, Keynote General Session, and Welcome Social.

**NO FRILLS** – Includes Thursday - Saturday 60-minute sessions, Keynote General Session, admission to the Exhibit Hall, and Welcome Social.

**THURSDAY ONLY** – Includes Thursday 60-minute sessions, admission to the Exhibit Hall, and Welcome Social.

**FRIDAY ONLY** – Includes Friday 60-minute sessions, admission to the Exhibit Hall, and Welcome Social.

**SATURDAY ONLY** – Includes Saturday 60-minute sessions, Closing Social ticket and Keynote General Session.

**STUDENTS/RETIREEES** – Includes Thursday - Saturday 60-minute sessions; Admission to the Exhibit Hall; Keynote General Session; Welcome Social.

**GUEST/SPOUSE/FAMILY/FRIEND (Must not be affiliated with or employed by any park and recreation agency.)** Includes Thursday - Saturday 60-minute sessions, admission to the Exhibit Hall, Keynote General Session, and Welcome Social.

#### CANCELLATION POLICY:

Cancellations must be submitted in writing and received by December 19, 2022, in order to receive a refund less a processing fee of \$25. Refund requests received after this date will be reviewed on a case-by-case basis.

#### ADDITIONAL REGISTRATION POLICIES:

- IAPD/IPRA will not invoice agencies or individuals for conference registrations.
- Please complete a separate registration form for each individual registering.
- Participants wishing to change workshops must pay the difference for a higher workshop or forfeit the difference for a lesser workshop.
- Pre-registration ends JANUARY 16, 2023. In order to receive the discounted pre-registration fee(s), registration forms must be postmarked or faxed by JANUARY 16, 2023. On-site registration begins at 7:30 am on January 26, 2023.
- **The deadline for Preferred Agency Seating is JANUARY 16, 2023.** No preferred seating will be taken on-site.
- ADA Compliance/Special Meal Accommodation: Attendees with special needs/meal requests should indicate their requirements on the conference registration form. If you have questions or need additional assistance, please contact Cindy Galvan at [cindy@ilipra.org](mailto:cindy@ilipra.org).

#### POLICY ON MEMBERS AND NON-MEMBERS

The following persons will be allowed to register at the member rate:

- Members of the Illinois Park & Recreation Association in current standing through 12/31/22. IPRA memberships not renewed for 2023 will be assessed the difference between the member and non-member conference rates. If there is an outstanding balance on an attendee's registration account at the start of the conference. No refunds will be given.
- Commissioners/park board members, attorneys, board treasurers, and board secretaries of agencies that are members of the Illinois Association of Park Districts.
- A maximum of six support staff from IAPD member agencies. "Support staff" is defined as clerical/front desk and maintenance personnel only.
- Credentials will not be issued unless payment in full is received.

Requests from other persons or agencies asking for member rates will be presented to the Joint Conference Committee for approval prior to conference.

#### QUESTIONS:

- Email your question to [ilparks2023@cteusa.com](mailto:ilparks2023@cteusa.com) or call (847) 957-4255. Be sure to reference the IAPD/IPRA conference.

#### CONSENT TO CONFERENCE POLICIES

As a condition of attending the Soaring to New Heights Conference and to help protect the health and safety of yourself and others, all participants will be required to comply with protocols and conference policies that are in effect when the event takes place.

All participants will also be required to sign an acknowledgement of personal responsibility form prior to, and as a condition of, being admitted to the conference.

Any individual who refuses to adhere to health and safety protocols and conference policies or who refuses to submit a signed personal acknowledgement of personal responsibility form will not be admitted to, or be removed from, the conference without receiving a refund.

#### CONSENT TO USE PHOTOS AND OTHER REPRODUCTIONS

By registering for, participating in or attending IAPD/IPRA meetings or other activities, an individual irrevocably agrees to the use and distribution by IAPD/IPRA of his or her image or voice in photographs, video recordings, audio recordings and any other electronic reproductions of such events and activities for any purpose without inspection or approval and without compensation, right to royalties or any other consideration now and in the future.

Event photography provided by JHyde Photography.







# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: EMPLOYEE INSURANCE, EAP AND FSA BENEFITS  
(\*\*\*REQUIRES WAIVING THE BOARD RULES TO APPROVE AT  
THIS MEETING.)**

**AGENDA NO.: 8 C**

**MEETING DATE: OCTOBER 17, 2022**

**STAFF REVIEW:** Linda Noonan, Human Resource Manager: *Linda Noonan*

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

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

We have had an intergovernmental agreement with the Village of Oak Brook for our medical, dental, vision and life insurance benefits since June 22, 2006. Our current plan year expires 12/31/22. As a third party to this agreement, communication and service has been difficult.

In addition to these benefits, we currently utilize three other vendors that provide Employee Assistant Services and administrative services for COBRA and Flexible Spending Accounts.

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

In an effort to improve efficiency, communication and service we decided to pursue a single source for these benefits. The following reputable brokers were evaluated for their product offerings, cost, and service: GCG Financial, OneDigital and IPBC Health.

Based on our analysis, we would recommend OneDigital. In addition to providing a competitive quote within our budget for quality insurance vendors (BlueCross BlueShield Medical, Guardian Dental, Guardian Life, EyeMed Vision) and similar benefits, they provide the following services to greatly improve efficiency and communication:

- single source contact for all products and services (listed in the Item History above)
- *free* integrated COBRA administration
- claims assistance
- onsite employee information meetings
- compliance updates and annual notifications
- online employee portal enrollment and benefit plan information

Staff recommends Board approval to provide notice to the Village of Oak Brook to terminate the intergovernmental agreement effective January 1, 2023, and to proceed with executing plan documents for these products and services, effective January 1, 2023. Due to the current plan year with the Village of Oak Brook ending 12/31/22 and with open enrollment in November, we are requesting the Board waive the Board Rules to approve at this meeting.

**ACTION PROPOSED:**

A motion and a second to waive the Board Rules to approve at this meeting to provide notice to the Village of Oak Brook to terminate the intergovernmental agreement effective January 1, 2023, and to proceed with executing the necessary plan documents to replace current insurance and related services, effective January 1, 2023.

A motion and a second to approve at this meeting to provide notice to the Village of Oak Brook to terminate the intergovernmental agreement effective January 1, 2023, and to proceed with executing the necessary plan documents to replace current insurance and related services, effective January 1, 2023.

**OAK BROOK PARK DISTRICT**

**HEALTH INSURANCE COSTS- BUDGET -VS- ACTUAL**

**FISCAL YEAR ENDING APRIL 30, 2023**

Total FY 2022/2023 health insurance budget: **\$ 897,247.00**

YTD actual costs through September 30, 2022 (5 months): \$ (292,051.56)

Estimated additional costs through December 31, 2022 (3 months): \$ (185,730.00)

Estimated remaining health insurance budget as of 12/31/2022: \$ 419,465.44

Estimated addtl. costs -replacement medical insurance (4 months): \$ (241,280.82)

Estimated addtl. costs -replacement dental insurance (4 months): \$ (13,588.85)

Estimated addtl. costs -replacement life insurance (4 months): \$ (3,624.80)

Estimated addtl. costs -replacement vision insurance (4 months): \$ (1,816.42)

Estimated remaining health insurance budget as of 04/30/2023: **\$ 159,154.56**

*Employer portion of  
premiums for  
January 2023  
through April 2023*



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 22-1017: A RESOLUTION AUTHORIZING THE PARK BOARD PRESIDENT TO ORDER CALLING A PUBLIC HEARING CONCERNING THE INTENT OF THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS, TO SELL NOT TO EXCEED \$3,060,000 GENERAL OBLIGATION LIMITED TAX PARK BONDS. (\*\*REQUIRES WAIVING THE BOARD’S RULES TO APPROVE AT THIS MEETING.)**

AGENDA No.: 8. D.

MEETING DATE: OCTOBER 17, 2022

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 accompanying Resolution is to order calling a public hearing concerning the Board’s intent to sell General Obligation Limited Tax Park Bonds in an amount not to exceed \$3,060,000. Per State of Illinois statutes, the Board is required to hold a public hearing concerning the Board’s intent to sell the Bonds prior to adopting an Ordinance. Notice of this public hearing will be published in either The Doings-Oak Brook or Daily Herald newspapers, and such hearing will be scheduled to occur at the November 14, 2022 Board meeting.

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

Park District staff has been consulting with Chapman and Cutler LLP (bond counsel) and Piper Sandler (financial consultant) to discuss the potential structure of the intended Bond issuance. The maximum amount of the intended issuance has been determined by staff based on a review of the Park District’s five-year capital improvement plan and funding requirements necessary for the construction, maintenance, and improvement of various land and facilities located in Central Park.

**ACTION PROPOSED:**

A motion (and a second) to waive the Board’s rules to approve at this meeting, Resolution 22-1017: A Resolution authorizing the Park Board President to order calling a public hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds.

A motion (and a second) to approve Resolution 22-1017: A Resolution authorizing the Park Board President to order calling a public hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds.

RESOLUTION 22-1017

ORDER calling a public hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds.

\* \* \*

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, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board of Park Commissioners of the District (the “*Board*”) intends to sell bonds in an amount not to exceed \$3,060,000 to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District’s Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf, building an additional bridge spanning Ginger Creek, replacing HVAC and pool tile deck at the Aquatic Center and painting at the Aquatic Center and for the payment of the expenses incident thereto (the “*Bonds*”); and

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

NOW, THEREFORE, Be It and It is Hereby Ordered by the undersigned President of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

1. I hereby call a public hearing to be held at 6:30 o'clock P.M. on the 14th day of November, 2022, at the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois, in the District, concerning the Board's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the "*Hearing*").

2. I hereby direct that the Secretary of the Board (the "*Secretary*") shall (i) publish notice of the Hearing at least once in *The Doings-Oak Brook* or the *Daily Herald*, the same being newspapers of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) post at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 96-hour period preceding the Hearing.

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

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE BOARD OF PARK COMMISSIONERS OF  
THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$3,060,000 GENERAL OBLIGATION LIMITED TAX PARK BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the Oak Brook Park District, DuPage and Cook Counties, Illinois (the “*District*”), will hold a public hearing on the 14th day of November, 2022, at 6:30 o’clock P.M. The hearing will be held at the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in an amount not to exceed \$3,060,000 to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District’s Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf, building an additional bridge spanning Ginger Creek, replacing HVAC and pool tile deck at the Aquatic Center and painting at the Aquatic Center and for the payment of the expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

DATED the 17<sup>th</sup> day of October, 2022.

/s/ Laure Kosey  
Secretary, Board of Park Commissioners,  
Oak Brook Park District,  
DuPage and Cook Counties, Illinois

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

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

Ordered this 17th day of October, 2022.

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President, Board of Park Commissioners,  
Oak Brook Park District,  
DuPage and Cook Counties, Illinois

MINUTES of a regular public meeting of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, held at 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 14<sup>th</sup> day of November, 2022.

\* \* \*

The meeting was called to order by the President, and 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: \_\_\_\_\_.

At \_\_\_\_\_ o'clock P.M., the President announced that the next agenda item for the Board of Park Commissioners was a public hearing (the "*Hearing*") to receive public comments on the proposal to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds (the "*Bonds*") to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District's Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf, building an additional bridge spanning Ginger Creek, replacing HVAC and pool tile deck at the Aquatic Center and painting at the Aquatic Center and for the payment of the expenses incident



thereto, and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The President opened the discussion and explained that the reasons for the proposed issuance of the Bonds were as follows: \_\_\_\_\_  
\_\_\_\_\_.

Whereupon the President asked for additional comments from the Park Commissioners. Additional comments were made by the following:

(If no additional comments were made,  
please so indicate with the word "none.")

Written testimony concerning the proposed issuance of the Bonds was read into the record by the Secretary and is attached hereto as *Exhibit I*.

(If no written testimony was received,  
please so indicate with the word "none.")

Whereupon the President asked for oral testimony or any public comments concerning the proposed issuance of the Bonds. Statements were made by the following:

(If no additional statements were made,  
please so indicate with the word "none.")

The President then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Bonds.

Park Commissioner \_\_\_\_\_ moved and Park Commissioner \_\_\_\_\_ seconded the motion that the Hearing be finally adjourned.

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

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

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The following Park Commissioners voted NAY: \_\_\_\_\_

Whereupon the President declared the motion carried and the Hearing was finally adjourned.

Other business not pertinent to the conduct of the Hearing was duly transacted at said meeting.

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

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Secretary, Board of Park Commissioners

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATION OF MINUTES**

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 I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of November, 2022, insofar as the same relates to a public hearing concerning the intent of the Board to sell not to exceed \$3,060,000 General Obligation Limited Tax Park Bonds.

I do further certify that the deliberations of the Board at said meeting were conducted openly, that all votes taken at said meeting were 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 96 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 96-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, the Park District Code of the State of Illinois, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Board in the conduct of said meeting.

I do further certify that notice of said public hearing was posted at least 96 hours before said public hearing at the principal office of the Board, that at least one copy of said notice was continuously available for public review during the entire 96-hour period preceding said public hearing and that attached hereto as *Exhibit B* is a true, correct and complete copy of said notice as so posted.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District, this 14th day of November, 2022.

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Secretary, Board of Park Commissioners

[SEAL]

**EXHIBIT B**

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE BOARD OF PARK COMMISSIONERS OF  
THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$3,060,000 GENERAL OBLIGATION LIMITED TAX PARK BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the Oak Brook Park District, DuPage and Cook Counties, Illinois (the “*District*”), will hold a public hearing on the 14<sup>th</sup> day of November, 2022, at 6:30 o’clock P.M. The hearing will be held at the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in an amount not to exceed \$3,060,000 to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District’s Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf, building an additional bridge spanning Ginger Creek, replacing HVAC and pool tile deck at the Aquatic Center and painting at the Aquatic Center and for the payment of the expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

DATED the 17th day of October, 2022.

/s/ Laure Kosey \_\_\_\_\_  
Secretary, Board of Park Commissioners,  
Oak Brook Park District,  
DuPage and Cook Counties, Illinois

**[TO BE POSTED AT THE PRINCIPAL OFFICE OF THE BOARD OF PARK COMMISSIONERS]**

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE BOARD OF PARK COMMISSIONERS OF  
THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$3,060,000 GENERAL OBLIGATION LIMITED TAX PARK BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "*District*"), will hold a public hearing on the 14th day of November, 2022, at 6:30 o'clock P.M. The hearing will be held at the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in an amount not to exceed \$3,060,000 to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District's Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf, building an additional bridge spanning Ginger Creek, replacing HVAC and pool tile deck at the Aquatic Center and painting at the Aquatic Center and for the payment of the expenses incident thereto.

By order of the President of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

DATED the 17th day of October, 2022.

/s/ Laure Kosey  
Secretary, Board of Park Commissioners,  
Oak Brook Park District,  
DuPage and Cook Counties, Illinois



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RESOLUTION 22-1018: A RESOLUTION AUTHORIZING THE PARK BOARD PRESIDENT TO ORDER CALLING A PUBLIC TEFRA HEARING CONCERNING THE INTENT OF THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS, TO SELL NOT TO EXCEED \$2,500,000 OF LIMITED TAX PARK BONDS. (\*\*REQUIRES WAIVING THE BOARD’S RULES TO APPROVE AT THIS MEETING.)**

AGENDA NO.: 8. E.

MEETING DATE: OCTOBER 17, 2022

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 accompanying Resolution is to order calling a public hearing concerning the Board’s intent to sell Limited Tax Park Bonds (“bonds”) in an amount not to exceed \$2,500,000. The Park District currently has long-term agreements with the Wizard Football Club and Illinois Girls Lacrosse Association which are both 501(c)(3) organizations and may also enter into other long-term agreements with other 501(c)(3) organizations for the use of property to be funded with the proceeds of these bonds. If these bonds are issued as “qualified 501(c)(3) bonds” under federal tax law, the use of this park district property by 501(c)(3) organizations would not be considered private business use.

Notice of this public hearing will be published in either The Doings-Oak Brook or Daily Herald newspapers, and such hearing will be scheduled to occur at the November 14, 2022 Board meeting.

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

Park District staff has been consulting with Chapman and Cutler LLP (bond counsel) and Piper Sandler (financial consultant) to discuss the potential structure of the intended Bond issuance. The maximum amount of the intended issuance has been determined by staff based on a review of the Park District’s five-year capital improvement plan and funding requirements necessary for the construction, maintenance, and improvement of various land and facilities located in Central Park.

**ACTION PROPOSED:**

A motion (and a second) to waive the Board’s rules to approve at this meeting, Resolution 22-1018: A Resolution authorizing the Park Board President to order calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds.

A motion (and a second) to approve Resolution 22-1018: A Resolution authorizing the Park Board President to order calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds.

RESOLUTION 22-1018

ORDER calling a public TEFRA hearing concerning the intent of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, to sell not to exceed \$2,500,000 of Limited Tax Park Bonds.

\* \* \*

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, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act, as amended; and

WHEREAS, the Board of Park Commissioners of the District (the “*Board*”) intends to sell bonds, namely Limited Tax Park Bonds (the “*Bonds*”), in an amount not to exceed \$2,500,000 to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District’s Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek (the “*Project*”); and

WHEREAS, the District has long-term agreements with certain 501(c)(3) organizations, namely, the Wizard Football Club and the Illinois Girls Lacrosse Association, and may enter into other long-term agreements with other 501(c)(3) organizations (collectively, the “*501(c)(3) Organizations*”) in connection with the use of the Project, which could create private business use of the Project; and

WHEREAS, if the Bonds are issued as “qualified 501(c)(3) bonds” under federal tax law (“*Qualified 501(c)(3) Bonds*”), the use of the Project by the 501(c)(3) Organizations would not be considered private business use; and

WHEREAS, prior to the issuance of the Bonds as Qualified 501(c)(3) Bonds, the Internal Revenue Code of 1986, as amended, requires the Board to hold a public hearing concerning the Board's intent to sell the Bonds and finance the Project (the "*TEFRA Hearing*");

NOW, THEREFORE, Be It and It Is Hereby Ordered by the undersigned President of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

1. I hereby call the TEFRA Hearing, to be held at 6:30 o'clock P.M. on the 14th day of November, 2022, in the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois, in the District, concerning the Board's intent to sell the Bonds and finance the Project.

2. I hereby direct that the Secretary of the Board (the "*Secretary*") shall (i) publish notice of the TEFRA Hearing at least once in *The Doings—Oak Brook* or the *Daily Herald*, the same being newspapers of general circulation in the District, not less than 14 days before the date of the TEFRA Hearing and (ii) post at least 96 hours before the TEFRA Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 96-hour period preceding the TEFRA Hearing.

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



**NOTICE OF PUBLIC TEFRA HEARING CONCERNING THE INTENT  
OF THE BOARD OF PARK COMMISSIONERS OF THE  
OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$2,500,000 LIMITED TAX PARK BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that on the 14th day of November, 2022, at 6:30 o'clock P.M., the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois (the "*District*"), will conduct a public hearing to be held at the District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds, namely Limited Tax Park Bonds in an amount not to exceed \$2,500,000 (the "*Bonds*"), to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District's Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek (the "*Project*"). The Project will be owned and operated by the District. A portion of the proceeds of the Bonds will be used to pay certain expenses incurred in connection with the Bonds.

The above-noticed public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. At the time and place set for the public hearing, residents, taxpayers and other interested persons will be given the opportunity to express their views on the Project, the proposed plan of financing and the issuance of the Bonds. Written comments may also be submitted to the District at 1450 Forest Gate Road, Oak Brook, Illinois 60523, Attention: Laure Kosey, Executive Director, on or before the 14th day of November, 2022.

By order of the President of the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois.

Dated: October 17, 2022.

OAK BROOK PARK DISTRICT,  
DuPage and Cook Counties, Illinois

/s/ Laure Kosey  
Secretary, Board of Park Commissioners

4. At the TEFRA Hearing the Board shall describe the Bonds and the Project and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits.

Ordered this 17th day of October, 2022.

---

President, Board of Park Commissioners,  
Oak Brook Park District, DuPage and Cook  
Counties, Illinois

EXTRACT OF 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 14th day of November, 2022.

\* \* \*

The meeting was called to order by the President, and upon the roll being called, Sharon Knitter, the President, and the following Park Commissioners were physically present at said location:

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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: \_\_\_\_\_

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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: \_\_\_\_\_

At \_\_\_\_ o'clock P.M., the President announced that the next agenda item for the Board of Park Commissioners was a public hearing (the "*TEFRA Hearing*") being held pursuant to the Internal Revenue Code of 1986, as amended (the "*Code*"), to receive public comments on the proposal to sell bonds in an amount not to exceed \$2,500,000 (the "*Bonds*") to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District's Central Park, including building an

amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek (the “*Project*”) and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The President opened the discussion and explained that the reasons for the proposed issuance of the Bonds were as follows: see *Exhibit I*.

The President presented a copy of the publisher’s affidavit, with a newspaper clipping attached, showing the publication on the \_\_\_\_ day of October, 2022, of the notice of the TEFRA Hearing in [*The Doings–Oak Brook/the Daily Herald*], a newspaper of general circulation in the District, which affidavit is on file in the office of the District as part of the permanent record of the District.

Whereupon the President asked for additional comments from the Park Commissioners. Additional comments were made by the following: \_\_\_\_\_  
\_\_\_\_\_.

Written testimony concerning the proposed issuance of the Bonds and the plan of financing for the Project was read into the record by the Secretary and is attached hereto as *Exhibit II*.

Whereupon the President asked for oral testimony or any public comments concerning the proposed issuance of the Bonds and the plan of financing for the Project. Statements were made by the following: \_\_\_\_\_  
\_\_\_\_\_.

The President then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Bonds and the financing of the Project.

Park Commissioner \_\_\_\_\_ moved and Park Commissioner \_\_\_\_\_ seconded the motion that the TEFRA Hearing be finally adjourned.

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

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 the TEFRA Hearing was finally adjourned.

The President announced that the next item of business before the Board of Park Commissioners was the consideration of a resolution approving the conduct of the TEFRA Hearing pursuant to Section 147(f) of the Code with respect to the issuance of the Bonds and approving the proposed plan of the financing of the Project through the issuance of the 501(c)(3) Bonds.

Whereupon, Park Commissioner \_\_\_\_\_ presented and the Secretary read by title a resolution 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:

RESOLUTION approving the conduct of the TEFRA Hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the issuance of Limited Tax Park Bonds by the Oak Brook Park District, DuPage and Cook Counties, Illinois, to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at said Park District's Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek and approving the proposed plan of the financing of the same through the issuance of 501(c)(3) Bonds.

\* \* \*

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, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act, as amended; and

WHEREAS, the Board of Park Commissioners of the District (the "*Board*") intends to sell bonds, namely Limited Tax Park Bonds (the "*Bonds*"), in an amount not to exceed \$2,500,000 to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at the District's Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek (the "*Project*"); and

WHEREAS, the District has long-term agreements with certain 501(c)(3) organizations, namely, the Wizard Football Club and the Illinois Girls Lacrosse Association, and may enter into other long-term agreements with other 501(c)(3) organizations (collectively, the "*501(c)(3)*")

*Organizations*”) in connection with the use of the Project, which could create private business use of the Project; and

WHEREAS, if the Bonds are issued as “qualified 501(c)(3) bonds” under federal tax law (“*Qualified 501(c)(3) Bonds*”), the use of the Project by the 501(c)(3) Organizations would not be considered private business use; and

WHEREAS, pursuant to and in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), the President of the Board, on the 17th day of October, 2022, executed an order calling a public hearing (the “*TEFRA Hearing*”) for the 14th day of November, 2022, concerning the intent of the Board to sell the Bonds and finance the Project; and

WHEREAS, notice of the TEFRA Hearing was published in the [*The Doings–Oak Brook/the Daily Herald*], the same being a newspaper of general circulation in the District, on the \_\_\_\_ day of October, 2022, being not less than fourteen (14) days before the date of the TEFRA Hearing; and

WHEREAS, the TEFRA Hearing was held on the date hereof with respect to the Project and the proposed Bonds, and at the TEFRA Hearing all interested persons were given an opportunity to appear and be heard, pursuant to the requirements of Section 147(f) of the Code; and

WHEREAS, the Board is the elected legislative body of the District and is the applicable elected representative required to approve the issuance of the Bonds within the meaning of Section 147(f) of the Code; and

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

*Section 2. Public Approval of Bonds.* The publication of the notice of and the conduct of the TEFRA Hearing pursuant to Section 147(f) of the Code with respect to the issuance of the Bonds is hereby approved, confirmed and ratified. The proposed plan of the financing of the Project through the issuance of the Bonds is hereby approved, as required by Section 147(f) of the Code. The adoption of this Resolution shall constitute the public approval of the Bonds for purposes of Section 147(f) of the Code.

*Section 3. Severability.* If any section, paragraph, clause or provision of this Resolution 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 Resolution.

*Section 4. Repealer and Effective Date.* All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed, and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted November 14, 2022.

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President, Board of Park Commissioners

Attest:

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Secretary, Board of Park Commissioners



After a full and complete discussion thereof, Park Commissioner \_\_\_\_\_ moved and Park Commissioner \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

The President directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon roll call, the following Park Commissioners voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Park Commissioners voted NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the President declared the motion carried and the resolution adopted, and in open meeting did approve and sign said resolution and did direct 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 TEFRA Hearing was duly transacted at said meeting.

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

\_\_\_\_\_  
Secretary, Board of Park Commissioners

## EXHIBIT I

### TEFRA HEARING FOR THE LIMITED TAX PARK BONDS

The Park Board is required to hold a hearing for the Limited Tax Park Bonds (the “*Bonds*”) that will pay, together with certain other moneys, for the building, maintaining and improving the land and facilities located at the District’s Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek (the “*Property*”).

Federal tax law provides that interest on the Bonds would be tax-exempt.

The Bonds, however, cannot be tax-exempt if more than 10% of the Property is expected to be used or is used in a private business use. Private business use means use by someone other than a state or local government unit for a business purpose. For entities other than individuals, that would include almost any use (other than use as a member of the general public).

The District has long-term agreements with certain 501(c)(3) organizations, namely, the Wizard Football Club and the Illinois Girls Lacrosse Association, and may enter into other long-term agreements with other 501(c)(3) organizations in connection with the use of the Property, which could create private business use of the Property.

If the Bonds are issued as Qualified 501(c)(3) Bonds under federal law, the use of the Property by such 501(c)(3) organizations would not be considered private business use.

Prior to the issuance of the Bonds as Qualified 501(c)(3) Bonds, federal law requires that the Bonds be approved by the Park Board, following a public hearing conducted by the Park Board. Staff published the notice of the hearing in [*The Doings–Oak Brook/the Daily Herald*] at least 14 days before the hearing.

**EXHIBIT II**

**WRITTEN TESTIMONY**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

**CERTIFICATION OF RESOLUTION AND MINUTES**

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 I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of November, 2022, insofar as the same relates to a public hearing concerning the intent of the Board to sell not to exceed \$2,500,000 Limited Tax Park Bonds and the adoption of a resolution entitled:

RESOLUTION approving the conduct of the TEFRA Hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the issuance of Limited Tax Park Bonds by the Oak Brook Park District, DuPage and Cook Counties, Illinois, to provide the District with funds to be used, together with certain other moneys, for the purpose of building, maintaining and improving the land and facilities located at said Park District’s Central Park, including building an amphitheater, a shelter, an outdoor challenge course and a structure housing restrooms, storage and concessions, replacing synthetic soccer field turf and building an additional bridge spanning Ginger Creek and approving the proposed plan of the financing of the same through the issuance of 501(c)(3) Bonds.

I do further certify that the deliberations of the Board at said meeting were conducted openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours before said meeting, that at least one copy of said agenda was continuously available for public review during said 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 the Park District Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting.

I do further certify that notice of said meeting was posted at least 96 hours before said meeting at the principal office of the Board, that at least one copy of said notice was continuously available for public review during the entire 96-hour period preceding said meeting and that attached hereto as *Exhibit B* is a true, correct and complete copy of said notice as so posted.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the District, this 14th day of November, 2022.

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Secretary, Board of Park Commissioners

(SEAL)

The next Regular Meeting of the Oak Brook Park District Board of  
Commissioners will be held on October 17, 2022, 6:30 p.m.

*[Announce the next Regular Meeting of the Oak Brook Park District Board of Commissioners will be  
held on November 14, 2022, 6:30 p.m.]*

*(Second Monday of November due to the Thanksgiving Holiday.)*

### Adjournment

*[Request a motion and a second to adjourn the October 17, 2022 Regular Meeting of the Oak Brook  
Park District Board of Commissioners. **All in Favor...**]*