

Subject: Re: Call Re: Wet Area Needs Plant Recommendations
Date: Friday, March 7, 2025 at 7:45:01 AM Central Standard Time
From: uiemg-lake <uiemg-lake@mx.uillinois.edu>
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
Attachments: image001.jpg, image002.png, image004.png

Dear Brandon:

The plants you have on your initial list are leading you in the right direction. A couple other inative options are marsh blazing star and swamp marigold. I've included two websites specific for Illinois wetlands, that will give you many options for natives that don't mind wet feet.

<https://dnr.illinois.gov/education/plantlists/plantlistwetland.html>
https://www.illinoiswildflowers.info/wetland/wetland_index.htm

As far as help with this project, I'd look for a landscape firm that has a specialty in this type of restoration work. They would be able to give you the best advice on plant selection, density of planting and timing.

The **University of Illinois Extension Lake County Master Gardeners** has upcoming programming and events that you may be interested in:

Webinar via Zoom:

- Successful Vegetable Gardening – Mar 12

Seed Expo – Mar 8 at College of Lake County

Plant Sale – May 17 at Extension Office, Grayslake

For information on these and other events, click here:

<https://emails.illinois.edu/newsletter/31/1673634731.html>

Best regards,

University of Illinois Extension Master Gardener, Lake County
100 So. U.S. Highway 45
Grayslake, IL 60030
847-223-8627

Follow us on:

- FB at **Lake County Master Gardener: University of Illinois Extension** <https://www.facebook.com/Lake-County-Master-Gardener-University-of-Illinois-Extension-507907809313290/>
- Instagram

at Lakecountymastergardeners<https://www.instagram.com/lakecountymastergardeners/>

Your feedback is important to us. Please click on one of the responses below to let us know how helpful this Lake County Master Gardener information service was for you. Your response will be anonymous.

[Very helpful](#)

[Somewhat helpful](#)

[Not at all helpful](#)

From: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>

Date: Monday, March 3, 2025 at 10:51 PM

To: uiemg-lake <uiemg-lake@mx.uillinois.edu>

Subject: Re: Call Re: Wet Area Needs Plant Recommendations

Good evening,

Thank you again for passing along plant recommendations for our previously flooded grassy areas needing restoration.

The Park District is also in the midst of completing a multi-year shoreline stabilization project surrounding our Pebble Beach Park which is located on Gages Lake. Last fall, we amended the shoreline and added rip rap boulders to stabilize the affected shoreline areas to prevent future erosion. This project covers 2,125 square feet and is a US Army Core of Engineers permitted project. Part of the project plans call for the planting of native plant plugs in select areas within the 2,125 square feet where the shoreline is not protected by the new rip rap.

Would you have any recommendations for the best native plants for a 2'-4' littoral zone near the shoreline to act as another shoreline stabilizer and nutrient filter? It would be best if the plants could be between 3'-5' tall, have deep roots, and have the ability to root in sandy shorelines as well. The below diagram shows the areas where rip rap is already installed (red highlights) and native plants will be (green highlights).

American Water-Willow
50 Plug Flat 2'-3' Height

July-Sept

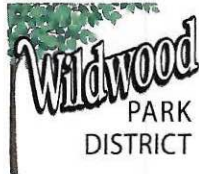
We also do not know how many total plants per species should be planted across all those square feet. We would also need an outside source to guide our maintenance staff onsite in how to plant the plugs when we purchase them. Would you recommend going through a commercial plant wholesaler or landscape architect to plan this out?

I look forward to hearing from you on this matter.

Best,

Brandon Magnini
Executive Director

Wildwood Park District
33325 N. Sears Boulevard Wildwood, IL 60030
www.wildwoodparkdistrict.com
bmagnini@wildwoodparkdistrict.com
847.223.7275



From: Front Desk <info@wildwoodparkdistrict.com>
Date: Tuesday, February 11, 2025 at 9:54 AM
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
Subject: FW: Call Re: Wet Area Needs Plant Recommendations

From: uiemg-lake <uiemg-lake@mx.uillinois.edu>
Date: Tuesday, February 11, 2025 at 8:06 AM
To: Front Desk <info@wildwoodparkdistrict.com>
Subject: FW: Call Re: Wet Area Needs Plant Recommendations

From: uiemg-lake <uiemg-lake@mx.uillinois.edu>
Date: Monday, February 10, 2025 at 11:39 AM
To: Info@wildwoodparkdistrict.c <Info@wildwoodparkdistrict.c>, Abbadi, Omar

Subject: Re: Proposal for Native Landscape Design for Pebble Beach Park Wildwood Park District - 2025 Update
Date: Tuesday, March 4, 2025 at 4:59:51 PM Central Standard Time
From: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
To: Dave Neu <daveneu30@gmail.com>
Attachments: image001.jpg, Wildwood Park District Proposal 8-1-2023[17].pdf, image002.png

Good afternoon, Dave,

I hope you are doing well. I wanted to reach out and touch base with you in respect to our Pebble Beach Shoreline Stabilization project.

In 2023, you met our Project Manager/Accountant Kathy Atkins onsite to provide your recommendations for a native plant buffer zone to stabilize the shoreline at our Pebble Beach Park. I have attached your proposal from 2023 for creating a hand-drawn native landscape design for the waterfront/shoreline.

This project got hung up in permitting limbo at the end of 2023 into 2024. Finally, we were approved in Spring 2024 for the permit and the first phase of work commenced and was completed in October 2024. The work that was done was the re-shaping of the shoreline and the install of rip rap around the majority of the eroded shoreline with geotextile fabric. The final phase of the project will entail adding native plant littoral zones in the areas that we did not install riprap (shoreline has already been shaped for the plants). We will also add some sections of plants in the rip rapped areas based on our design diagram and what our permit was approved for. The design diagram found below shows the areas where rip rap is already installed (red highlights) and native plants will be (green highlights):

plugs around the shaped shoreline and the rip rapped areas properly.

IV. Best wholesaler for the native plants based on your recommendations that the Park District can purchase from. Kathy mentioned in an email to me that you have worked well with Midwest Ground Cover for native plant needs.

If interested, please let me know if you would like to come out onsite to view the current shoreline conditions either end of this week or early next week. We would be looking for an updated proposal that gives those general recommendations and what it would cost for you to put together a detailed planting design map for us to work off of. ***I will be discussing this topic and looking to have an updated proposal to present and be voted on at our Tuesday, March 18th, 2025, Board Meeting (7:00pm). I would need a proposal submitted to me no later than Friday, March 14th so I may prepare it in my notes for the Board.***

Thank you for your consideration.

Sincerely,

Brandon Magnini
Executive Director

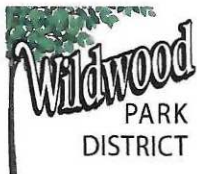
Wildwood Park District

33325 N. Sears Boulevard Wildwood, IL 60030

www.wildwoodparkdistrict.com

bmagnini@wildwoodparkdistrict.com

847.223.7275



From: Dave Neu <daveneu30@gmail.com>

Date: Tuesday, August 1, 2023 at 4:15 PM

To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>

Subject: Proposal for Native Landscape Design for Pebble Beach Park

Good afternoon Brandon,

Attached please find the proposal for creating a hand-drawn native landscape design for the waterfront at Pebble Beach Park in Wildwood. If you wish to proceed, please return a signed copy to me at this email address.



14359 W. Jody Ln.
Wadsworth, IL 60083
920-427-2335

Brandon Magnini
Executive Director
Wildwood Park District
33325 N. Sears Boulevard
Wildwood, IL 60030

March 11, 2025

Re: Proposal for Native Planting Design Plan

Dear Brandon,

It was great meeting with you last week! Thank you for contacting NatureSpace LLC to provide you with this proposal to complete the services listed below at Pebble Beach Park in Wildwood, IL. This proposal is inclusive of all labor, material, and equipment required to perform the work described below.

Scope of Work

1. Create draft native planting design plan and review with client.
2. Incorporate client-driven changes and create final hand-drawn design plan with plant species recommendations.
3. Provide onsite guidance and direct in-house maintenance team and/or volunteers to plant around the shaped shoreline and the rip rapped areas properly.
4. Assist the Park District to procure the native plants.

If you wish to proceed, please sign and return the proposal to me at daveneu30@gmail.com. If you have any questions or wish to arrange for a meeting to discuss this scope of work please call me at 920-427-2335. Thank you for allowing NatureSpace LLC the opportunity to work with you.

Sincerely,

Dave Neu
Owner
NatureSpace LLC
(920) 427-2335



Creating habitats in harmony with nature

www.naturespacellc.com

Authorization to Proceed

Native Plant Design Plan for Pebble Beach Park

<u>Rate Schedule</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Create draft plan	1	Lump Sum	-	
Create final plan	1	Lump Sum	-	
Coordinate plant order		Lump Sum	-	
Provide on-site installation supervision		Lump Sum	-	
Total				<u>\$2,500.00</u>

Client Name: Wildwood Park District

Authorizing Signature: _____

Title: _____

Date: _____

NatureSpace LLC

Dave Neu

Date 3/11/2025

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Payment in full upon completion.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.

Subject: Re: Tree Inventory Inquiry - Wildwood Park District
Date: Tuesday, February 25, 2025 at 10:15:53 AM Central Standard Time
From: Ane Olivares <Ane_Olivares@rlapd.org>
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
Attachments: image001.jpg, Outlook-0pbwuj0t.png, Outlook-1cqcf134.png, Outlook-qftnluvb.png, Outlook-P.png, RLAPD_Update_1_28_25.pdf

Good morning Brandon,

Yes, we do have a tree inventory, which I recently updated this year. We aim to update it every 5–7 years to ensure we have accurate data for planning and management. I've attached our latest report for reference.

The cost for our most recent inventory was \$12,294.00, averaging \$4.50 per tree. In my experience, the investment is well worth it. Having a detailed inventory provides us with documented data to support tree management decisions—especially when addressing public concerns about removals. It helps reinforce that our actions are based on expert assessments rather than preference.

We also utilize software for managing the inventory, which costs \$684.00 annually. The software includes GPS mapping, memorial tree tracking, and various details about each tree, such as species, condition, and maintenance history. This has been a valuable tool for efficiently managing our trees and quickly accessing information when needed.

Our report was conducted by a certified arborist from a reputable company, ensuring credibility and accuracy in our assessment.



Let me know if you have any questions.

Best,

Ane Olivares CPRP

Superintendent of Parks

Round Lake Area Park District

847.740.9822 |  



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 Please consider the environment before printing this email.

From: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>

Sent: Sunday, February 23, 2025 11:52 PM

To: Ane Olivares <Ane_Olivares@rlapd.org>



1485 Louis Bork Drive, Unit #113
Batavia, IL 60510
219-380-9770
www.glurbanforestry.com

February 17, 2025

Gurnee Park District
4374 Old Grand Avenue
Gurnee, IL 60031

Attn: Steve Becker, Grounds Operation Supervisor

Re: GIS Tree Inventory

Dear Steve,

Thank you for allowing us to provide a proposal to perform a GIS Tree Inventory the Gurnee Park District. Having performed dozens of inventories for municipal entities and park districts over many years, we are aware of how much time, energy, and capital are invested in the management of the Urban Forest. Your tree inventory will be a valuable tool in the management of your tree population in the coming years.

Final deliverables will include the GIS tree data, Microsoft Excel tables, a Google Earth file, and a Tree Inventory Report. We are an industry-leading resource when it comes to the management of the urban forest and other municipal natural resources, and we look forward to working with you as part of your Urban Forestry Team to achieve your management objectives.

Regards-

Phillip M. Graf

Phil Graf, Great Lakes Urban Forestry

ISA Certified Municipal Arborist # IL 1553-AM



SCOPE OF WORK

This tree inventory is to include all trees in the managed (mowed) areas of the following 5 parks. This inventory does not include natural or unmanaged areas.

Betty Russell
Hunt Club CC
O Plaine
Ravinia
Viking & Viking West

BASE MAP SETUP

Using GIS base data provided by the City and/or County, a base map and layering system shall be set up in our ArcGIS Online account for field data collection. The base map will display the following information:

- Aerial Photography
- Corporate Limits
- Streets/Street names
- Parcel lines
- Right of way limits

DATA COLLECTION PARAMETERS

Data in the field will be collected using mobile devices which have been connected via Bluetooth to a submeter accuracy GPS antenna. Data collection will be performed in real time using the Collector for ArcGIS mobile application to access the feature services directly. Data to be collected will be consistent with exactly with what is required in the Urban & Community Forestry Grant Program Contractor RFP. These data fields are:

- GPS location (along with Illinois State-Plane XY coordinates and/or WGS 84 coordinates).
- Status: Active Tree, Removed Tree, Stump
- Park Name
- Species (Common and Latin name)

All tree species are recorded using common names and are identified to the species level. Specific cultivars, hybrids, or varieties will not be identified unless there is a programmatic need to do so. This is because certain genera such as Apple trees, Hybrid Elms, and other ornamentals have such great variation that it is unnecessarily time consuming to identify to this level. The deliverable database will have an open field for entering known cultivars.

- Size: DBH (Diameter at Breast Height, measured to the half inch and rounded to the full inch with a foresters diameter tape at 4.5' above ground level on the uphill side of the tree)
- Number of Stems

- Condition rating (1-5)
 - 1: Specimen Tree, no defects
 - 2: Above Average
 - 3: Average
 - 4: Below Average
 - 5: Dead or nearly so
- Risk assessment
 - Collected as None Observed, Elevated, Substantial, Critical
- Arborist Recommendation
 - A variety of recommendations for pruning, inspection, removal, risk assessment, etc based on our experienced arborists recommendations
- Recommendation Reasons (up to 2)
 - Up to 2 supporting reasons for our recommendation. These are things such as deadwood, presence of insects or disease, etc. Please note, for default recommendations such as "cycle prune", these fields may be left empty.
- General comments or notes
 - Comments are included as a courtesy to denote any conditions worthy of note, such as included bark, interference with utilities or street lamps, need for sidewalk or street clearance, limited growth space, poor form, or any other information that may be valuable. These comments are standardized as much as possible, though certain situations exist where nonstandard comments were utilized.

DATA QUALITY ASSURANCE / QUALITY CONTROL

All field-collected data from the inventory will be checked for geographic and tabular accuracy at the end of each week. All data fields in the tabular data will be queried in GIS for any null fields or inaccuracies and will have individual records verified or corrected where discrepancies are noted. All spatial point locations will be verified using a combination of aerial photography and spatial query. If there are point locations which were subject to multipath errors (i.e. points which did not show up on the map where they were supposed to be) their locations will be corrected using aerial orthoimagery and the tabular data we collected for those points. Quality assurance is performed at the end of every week of data collection by our staff in order to correct any issues promptly.

TREE INVENTORY DELIVERABLES

- GIS Data for tree population, shapefile or geodatabase (.shp or .gdb)
- A .kmz file for use on Google Earth for read-only use by non-GIS users
- Tree Inventory Spreadsheet in Microsoft Excel Format
- A 10-12 page Tree Inventory Report to summarize the findings of the tree inventory, including charts and statistics regarding tree size, tree condition, and species compositions.

PROJECT COST

\$6,970

Subject: Proposal of: 33325 N. Sears Blvd
Date: Wednesday, January 29, 2025 at 5:33:01 PM Central Standard Time
From: Max Zilz <mzilz@Bartlett.com>
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
CC: Front Desk <info@wildwoodparkdistrict.com>
Attachments: Bartlett_Wildwood Park District_9494040_01-29-2025_Proposal.pdf, Bartlett Terms & Conditions Commercial.pdf

Attached is a tree inventory proposal. The additional \$1500 is for full access to the inventory in the arborscope program. You will have access to view the inventory without this license, but it will be limited access, and no ability to edit.

Thank you,

Max

MAX ZILZ ARBORIST REPRESENTATIVE
IL-1758A

BARTLETT TREE EXPERTS

1960 Old Willow Rd., Northbrook, IL 60062

p (847) 559-9424(office), 847-833-3573(cell)

e mzilz@Bartlett.com

facebook.com/bartletttreeexperts

bartlett.com



Client: 9494040

Printed on: 1/29/2025

Created on: 4/17/2017

Wildwood Park District

Attn: Kathy Atkins

33325 North Sears Blvd

Wildwood, IL 60030

E-Mail Address: bmagnini@wildwoodparkdistrict.com

E-Mail Address: info@wildwoodparkdistrict.com

Business: 847.223.7275

Bartlett Tree Experts
Max Zilz - Representative

1960 Old Willow Rd.

Northbrook, IL 60062

Fax Number: 847 559 9423

Business: 847 559 9424

E-Mail Address: mzilz@bartlett.com

Mobile Phone: 847 833 3573

Property Address: 11 Wildwood Parks, Wildwood, IL 60030

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, or the specific services recommended, Bartlett Tree Experts also recommends having a tree risk assessment qualified arborist conduct a tree risk assessment on your property periodically to assist you in identifying potential risks of tree or limb failure and the potential consequences of such tree or limb failure relating to your trees and shrubs. An inspection of trees or shrubs for the purpose of writing a recommendation or conducting plant health care or tree care services is not a tree risk assessment. THIS IS NOT AN INVOICE.

Tree and Shrub Care Plan

SPECIFIC SCOPE OF WORK

1) Conduct a limited tree and shrub health inspection from the ground for the purposes of identifying tree and shrub species, insect and disease populations, and cultural and environmental conditions.

2) Create a Tree and Shrub Care Plan with the following information:

-tree or shrub common name with identification number provided on a corresponding map

-condition class rating of good, fair, poor, or dead

-list of arboricultural recommendations separated into immediate needs, intermediate recommendations, and future recommendations, such as; tree or shrub pruning, tree removal, cabling or bracing installation, lightning protection system installation, soil care and fertilization, or specific plant health care recommendations.

Bartlett Tree Expert's service will conclude upon delivery of the Tree & Shrub Care Plan.

Arborist Notes:

- * This price includes the inventory of up to 500 trees. I estimate that this will cover all of the trees within these parks, but if the tree count exceeds 500, then a fee of \$12 per tree will be added to the invoice*

This proposal is to have an inventory specialist out to all 11 parks. They will identify and tag all trees that are 4" in DBH and over. They will then enter the trees size, species, location and general condition into the arborscope program.

This program will show maps with the GPS coordinates of all of the trees that have been inventoried. By accepting this proposal you will have access to view the maps of the trees only. If you choose to accept the proposal for the arborscope license, then you will be able to edit data and have a more comprehensive access to this inventory.

Client: 9494040

Printed on: 1/29/2025

Created on: 4/17/2017

Amount: \$5,130.00

ArborScopeT License

Bartlett ArborScope™ is a tree management application that uses Google Mapping for clients that want to share and/or manage their tree inventories dynamically. This secure application will provide robust data management, record keeping, and querying features that will display data in tabular or geographical map views. This application will have the ability to record work recommendations, work history, and document and display dedicated trees for memorial, fundraising, or educational purposes.

Subject to the acceptance of, and terms and conditions of, this full proposal, Bartlett Tree Experts grants Wildwood Park District (Licensee) a non-exclusive, non transferable license to use the ArborScope™ web-based data application in an executable format for the Licensee's own use for a three year period beginning upon delivery of the tree inventory, basic management plan, and mapping data. The Licensee may not, however, transfer or sublicense the ArborScope™ web-based data application to any third party, in whole or in part, in any form, whether modified or unmodified. The use of the ArborScope™ web-based data application is licensed, not sold.

This license allows the Licensee to utilize ArborScope™ to interface with Google Mapping features to assist in managing the inventory information dynamically by displaying the data in tabular or geographic map views, keeping records, and documenting and displaying dedicated trees for organizational purposes. The Licensee must have and maintain a live internet connection, separately from this agreement, and utilize a recommended web browser to ensure optimum performance.

By accepting this agreement, the Licensee acknowledges that Bartlett Tree Experts retains the right to modify, change, or alter the ArborScope™ web-based data application, and to provide continual upgrades to the program. All such modifications, changes, alterations, and upgrades, during the initial three year licensing period specified, shall be at no additional charge to the Licensee. At the end of the initial three year licensing period specified, the Licensee will have the option to renew the licensing agreement for a cost of \$1,500.00 for a subsequent three year period, and then \$1,500.00 for each additional three year period thereafter for as long as the ArborScope™ web-based data application remains functional. If renewed, all subsequent modifications, changes, alterations and upgrades during each renewal period shall be provided at no additional cost to the Licensee.

The Licensee understands and agrees that Bartlett Tree Experts will provide the ArborScope™ web-based data application on an "as is" basis without warranty of any kind, expressed or implied. The Licensee also understands and agrees the Bartlett Tree Experts cannot guarantee the accuracy of the data (both geographic and attributes) nor can it be held responsible for inaccuracies or omissions in the data.

The Licensee further understands and agrees that any damages based on the functionality of the ArborScope™ web-based data application will be limited solely and exclusively to the prorated licensing cost of the ArborScope™ web-based data application listed on this proposal. The ArborScope™ web-based data application function is separate and distinct from the scope and cost of the inventory service, management plan, and mapping data listed above.

Amount: \$1,500.00

Client: 9494040

Printed on: 1/29/2025

Created on: 4/17/2017

Total Amount: \$6,630.00

If you would prefer to receive proposals and/or lab analysis results via email, please enter your email address below:

Email Address: _____

CONDITION OF PROPOSAL

Data collection and inspection will generally occur within 10-20 days of receiving this signed proposal.

This tree and shrub health inspection is not a tree risk assessment, or safety inspection, nor will the Tree and Shrub Care Plan include tree risk rating indexes. While observed defects will become part of the overall health condition rating system, this inspection and report are not meant to declare any tree to be safe or unlikely to be hazardous. Tree risk assessments are separate services. As such, the client should not infer that any tree not having a condition class of poor or dead, or not having a tree or shrub work phase of 1, 2, or 3, is safe or will not fail in any manner.

In the event that Bartlett Tree Experts inspects a tree with an existing zip line, swing, treehouse, or any other life support system attached to it, we may make recommendations to remove any dead, dying, or broken limbs to mitigate an obvious safety issue; however, we cannot determine whether the attachment is safe or not, and the client should not infer that any such device is safe or that any recommendations to any such tree will make the tree safe for the use of the device in question.

The Tree and Shrub Care Plan will be delivered in electronic format within ten (10) days of the tree and shrub health inspection. All recorded information will be made by Bartlett Tree Experts based on conditions that are present and detectable at the time of the inspection, and any future recommendations made by Bartlett Tree Experts, if requested by the client, will be prepared in accordance with commonly accepted industry practices.

A separate proposal will be provided for all the recommended work.

Schedule of Work Proposed:

Bartlett Tree Experts will coordinate all job planning and scheduling pertaining to safe, professional execution of the service or services offered.

Need for Future Inspections:

It shall be the responsibility of the Owner to ensure that future tree risk assessment inspections are conducted, by a qualified arborist, annually, or after any major weather event, in order to monitor and evaluate any changes in the condition of the risk associated with the trees on the aforementioned property.

Additional General Terms:

After reviewing the additional general terms provided with this proposal, which become part of this agreement, please sign and return a copy. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. Should you have any questions or need further information, please contact me directly.

Client: 9494040

Printed on: 1/29/2025

Created on: 4/17/2017

Please review the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)

Max Zilz

(Bartlett Representative - Max Zilz)

(Date)

1/29/2025

(Date)

Prices are guaranteed if accepted within thirty days.

All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to <http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

A PROPOSAL PREPARED FOR

Wildwood Park District

Tree Inventory

Feb 14, 2025





Melissa Roman
Office Administrator/Guest Services
Wildwood Park District
33325 N Sears Blvd
Wildwood, IL 60030

RE: Response to Request for Proposals for a Tree Inventory

Dear Ms. Roman,

I am writing to submit our proposal for conducting a comprehensive tree inventory for Wildwood Park District. Our team is excited about the opportunity to collaborate with you to map, assess, and manage your urban forest resources effectively. Trees are part of everyday life. The urban forest creates a sense of place and supplies real benefits to those who live in an area surrounded by trees. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being.

Davey Resource Group, Inc. (DRG) understands the benefits trees bring, and we also realize the challenges that come with managing public trees. Our parent company, The Davey Tree Expert Company, was founded in 1880 to train tree surgeons - predecessors to the modern-day arborists. Through the years, our company has developed numerous tree care and maintenance protocols, standards, and best practices - including developing software for organizing and managing tree inventories. Our world-leading research and development department, the Davey Institute, is staffed with scientists and technical advisors to guide our field service teams in diagnosing and prescribing the best approaches to tree maintenance and care. Fundamentally, our tree knowledge is rooted in direct science and research, differentiating us from our competitors and ensuring our clients receive the best advice to manage and maintain trees.

The team we proposed to manage your project has the knowledge, experience, and availability to meet your goals and help you with the next steps for your project. They understand how to help you meet your specific program needs and project budget. We believe that our expertise in urban forestry management and our commitment to sustainability makes us an ideal partner for Wildwood Park District in this important endeavor.

Thank you for considering DRG, and we look forward to talking with you about the next steps.

Sincerely,

Pete Sorensen
Project Manager
Davey Resource Group, Inc.
414-517-1695
peter.sorensen@davey.com

DRG'S URBAN FORESTRY SERVICES

DRG's urban foresters support municipalities, campuses, parks, cemeteries, utilities, and the private sector across North America and internationally. We often provide tree risk reduction strategies through assessments and tools such as tree inventories, risk assessments, and urban tree canopy assessments. DRG tailors each project to meet our client's specific program needs and project budget. We provide:

- Tree inventory data collection and updates of existing data.
- Smart tree inventory data collection (AI and machine learning).
- TreeKeeper® software.
- Urban forest planning services to help manage trees and achieve short- and long-term goals.
- GIS services and specialists in-house to assess urban tree canopy, map tree growth, analyze planting space, and predict the impact of threats to tree canopy, such as the urban heat island effect.
- Staff augmentation and contract forestry.
- i-Tree Tools and analyses to highlight the benefits of trees.

Section One: Scope of Work

The following key tasks constitute the proposed project:

1. **Inventory:** DRG will conduct a Geographic Information System (GIS)-based inventory of trees and stumps across 11 parks in the Wildwood Park District. The project area will be defined using GIS data layers such as park boundary layers.
2. **Tree Inventory Maps:** DRG will provide a formatted PDF map for each park showing each inventoried tree.

TASK ONE: TREE INVENTORY

As a client-focused company, we prioritize clear and effective communication with our clients. We intend to keep you informed every step of the way so that you are confident in your data and our services. Our communication process aims to address any issues that may arise before they become problems, and we discuss issues as they occur and work towards developing solutions that work for everyone involved.

We maintain strict quality control measures throughout the project and monitor the site count, budget, and timeline while keeping you informed. Our proprietary approach to project implementation applies stringent quality control measures, engaged team members, and clear communication to deliver the final project with confidence in meeting the specifications.



PROJECT MANAGEMENT

Prior to starting fieldwork, it is imperative that we are clearly aligned on the complete project scope. The DRG team sets up meetings and updates schedules prior to starting fieldwork and continually evaluates communication throughout the project to ensure the scope of work is completed on time and within budget.

DRG will request relevant GIS data and imagery or, if necessary, we can use imagery from other public sources. We will use this data to program the data collection software and will confirm the agreed-upon data specification. Once computers are programmed and fieldwork is scheduled, we will set up an on-site kick-off meeting. This meeting occurs on the first day of data collection and includes topics such as safety, data calibration, communication procedures, project expectations, and milestones.

TREE INVENTORY DATA COLLECTION

DRG begins data collection after the on-site kick-off meeting. DRG will inventory all manicured park trees 2" DBH and larger at the following parks: Boulder, Cove, Lake Shore Drive, Old Plank, Pebble Beach, Rule, Sunset, Twin Lakes, Valley North, Valley South, and Willow Point. Our arborists and urban foresters locate trees and stumps as per the agreed-upon specification of work. They evaluate the trees and record the specified data for each site.



- **Location Accuracy:** DRG uses field computers and equipment that meet or exceed the project's location accuracy requirements. Our project teams use GIS software and ruggedized computers with GPS receivers capable of sub-meter location accuracy under favorable conditions.
- **Individual Tree Inspection Process:** Urban foresters inspect each tree from the ground during data collection. They identify the species, measure tree diameter, assess tree condition and risk, and suggest the needed recommended maintenance. Data collection is done systematically for consistency and is typically done Monday through Friday during daylight hours.
- **Safety:** DRG provides Personal Protective Equipment (PPE), such as hard hats, high-visibility safety vests, safety glasses, and boots. Additionally, our vehicles are marked with company logos and equipped with first-aid kits, fire extinguishers, and safety cones.

Data Fields

Based on our years of experience, the data fields below will provide the information needed to accomplish the project goals. However, if you have specific requirements that are not covered by the mentioned data fields, we are happy to further customize the project's scope of work. Based on our industry-leading experience, the following data fields should be assessed:

- **Address/Location:** transfer values from parcel GIS layer including park address, X & Y coordinates, and park name.
- **Species:** using botanical and common names and cultivars when appropriate.
- **Tree Size:** measured by diameter at breast height (DBH) in 1-inch size classes.
- **Multi-Stem Tree:** noting if a tree has multiple stems.
- **Condition:** categorized as good, fair, poor, or dead based on signs of stress, poor structure, damage, soil and root problems, disease, and pests.
- **Primary Tree Maintenance:** assigned as remove, prune, train, discretionary, palm prune (if applicable), stump removal, or plant (if applicable).
- **Defects:** including dead and dying branches, broken or hanging branches, branch attachment, trunk condition, cracks, decay or cavity, tree architecture, and root problems.
- **Comments/Notes:** observations and other pertinent information are recorded.
- **Date of Inventory:** the date the urban forester collected the data.

QUALITY CONTROL AND QUALITY ASSURANCE

Not only do we provide you with real-time data viewable from our TreeKeeper® software, but we also have a detailed quality control and quality assurance processes to guarantee a high level of accuracy. While minor errors are always possible in human-collected data, we are confident that our approach to quality control surpasses that of any other firm. We understand the importance of the data for your decision-making and stand by the accuracy.

To ensure the accuracy of the data, the team employs several quality control checks consisting of hot and cold data checks during fieldwork. Hot checks involve the urban foresters working together and collecting the same data to ensure consistency. In cold checks, the urban foresters review a sample of each other's data to identify any inconsistencies. Any necessary corrections are made to ensure that you receive consistent and accurate data communicated to you. After the data collection is complete and before final delivery, a series of queries and checks are run to verify the data's correctness. Any identified errors are addressed before delivering the data to you and your representatives.

DATA DELIVERY

At the end of data collection and final QC checks, we provide the data in both shapefile and Microsoft Excel™ format. If desired, you can continue to maintain your web-based TreeKeeper® system, which has the ability to export data in these formats at any time. Additionally, we have experience delivering data or creating API's into a wide variety of other software systems such as ESRI, Cartegraph, CityWorks, Salesforce, etc.

TASK TWO: TREE INVENTORY MAPS

DRG will create formatted PDF tree inventory maps for each park. Each tree location will be shown with a green dot with the ID labeled. Each park will also include a formatted table showing all information collected for each tree. If the park is too large to be accurately shown on a one-page map, a small map booklet will be created, generally 3-5 pages.

INVESTMENT AND AUTHORIZATION TO PROCEED

The prices, terms and conditions, and warranty are hereby accepted. I am authorized to bind and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted, this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

DESCRIPTION OF SERVICE	PRICE	ACCEPTANCE
TASK 1: TREE INVENTORY		
Computerized inventory data collection of maintained trees 2" DBH and greater across Wildwoods 11 parks.	\$11,240	<input type="checkbox"/>
TASK 2: Tree Inventory Maps (optional)		
Formatted PDF Maps and Tree Inventory Data Table for each park	\$1,800	<input type="checkbox"/>

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of Wildwood Park District with authority to authorize and bind my company.

Wildwood Park District

Client Representative: _____

Authorizing Signature: _____

Authorizing Name: _____

Title: _____

Date: _____

Phone Number: _____

E-mail: _____

Davey Resource Group, Inc.

DRG Project Representative: _____

Title: _____

Date: _____

Phone Number: _____

E-mail: _____

CLIENT RESPONSIBILITIES

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense. If the Client requires an Additional Insured endorsement, DRG shall provide one in the certificate of insurance, listing only the entities requested in the "Additional Insured Requirements" section above.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Brandon Magnini

Wednesday, March 5, 2025 at 11:46:29 Central Standard Time

Subject: Mock up sign example
Date: Monday, February 24, 2025 at 10:41:43 AM Central Standard Time
From: Wildwood Park District Front Desk <info@wildwoodparkdistrict.com>
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
Attachments: image001.png

This is an example of what I will send out for updated quotes:

Single sided, HDU material with sandblasted background.

Colors:
White sign
Navy blue border.
Logo and lettering forest green.

Size:
4'W x 2"H

Quantity:
8 total

All signs will have the designs, website and phone number.

Needed are park names:

Pebble Beach Park

Old Plank Park

Willow Point Park

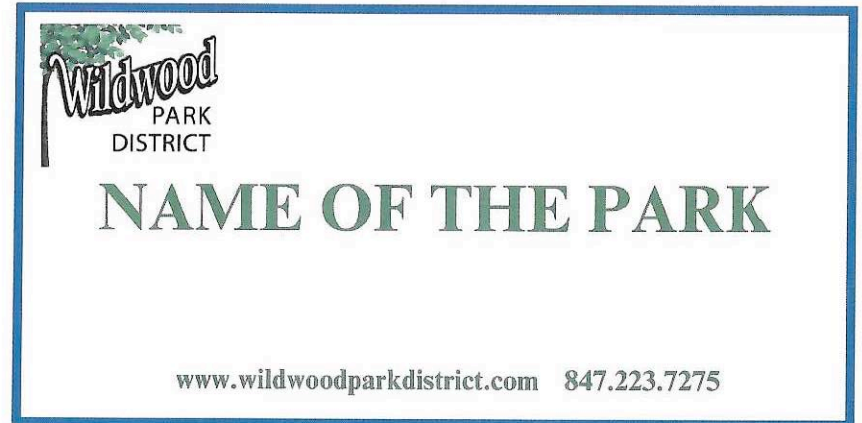
Sunset Park

Twin Lakes Park

Valley North Park

Valley South Park (x2)

(Are the parks name lettering going to be in all caps.)





1090 Brown Street, Wauconda, Illinois 60084
Voice: 847 526.8848
Fax: 847 526.8945
E-Mail: artsign5@aol.com

The
Holland
Design
Group,
Inc.

March 06, 2025

PROPOSAL

Wildwood Park District
33325 N. Sears Blvd.
Wildwood, IL. 60030

Attention: Meghan Ainscough
Regarding: Park District identification exterior signs
Location: Eight various locations within the Village

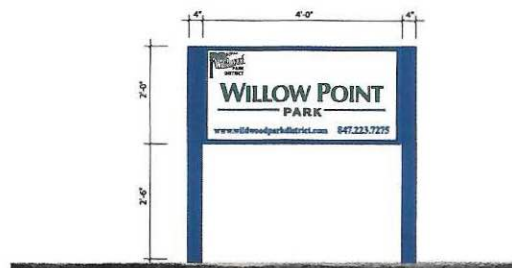
We propose to fabricate eight (8) complete single face
HDU sign panels and posts with individual copy
Signs will have a painted and sealed finish with two (2) galvanized posts
Each sign will be assembled and ready for installation, delivered to Park District location
Sizes, colors, copy and format as per approved final drawing

Cost for material, labor and delivery for eight signs: \$1,875.00 each
Total Cost: \$15,000.00



QUANTITY (8) SIGNS TOTAL
SIZE: 2'-0" X 4'-0" / 2" DEPTH
HDU PANEL
Sandblasted background
Single Sided
ROUTED LETTERING
MOUNTED ON QUANTITY (2) 4" POSTS
INSTALLATION BY PARK DISTRICT

PAINTED FINISH
NAVY BLUE
DARK GREEN
EGG SHELL WHITE



COMPANY:	Wildwood Park District	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.
LOCATION:	33325 N. Sears Blvd.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.
JOB NO.:	Wildwood, IL 60030	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.	Project Approved and the project is for the use of the Park District. The project is for the use of the Park District. The project is for the use of the Park District.

Submitted by: Arthur T. Holland, The Holland Design Group, Inc.



Contact Conditions

Terms: Deposit of 50% on all custom order with balance on completion. Deposit is non-refundable if project has been started in relation to permit submittals and material orders for production.

Permit costs are not include in contract costs.

Late fees are 2% per month after initial billing.

New projects are taxed on cost of new material only when applicable and labor is a separate cost item.

This proposal maybe withdrawn after 30 days of issuance as dated.

Permits, surveys, bonds, insurance, scaled working drawings and meetings with municipalities are not included in the contract cost and will be billed as an additional charge to the contract price.

All dimensions are approximate and field measurements and construction tolerances may effect final sizes.

By signing below customer accepts The Holland Design Group, Inc. stated conditions and costs.

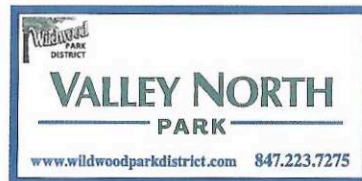
Accepted

by: _____

Title and date: _____

Contract Cost: _____

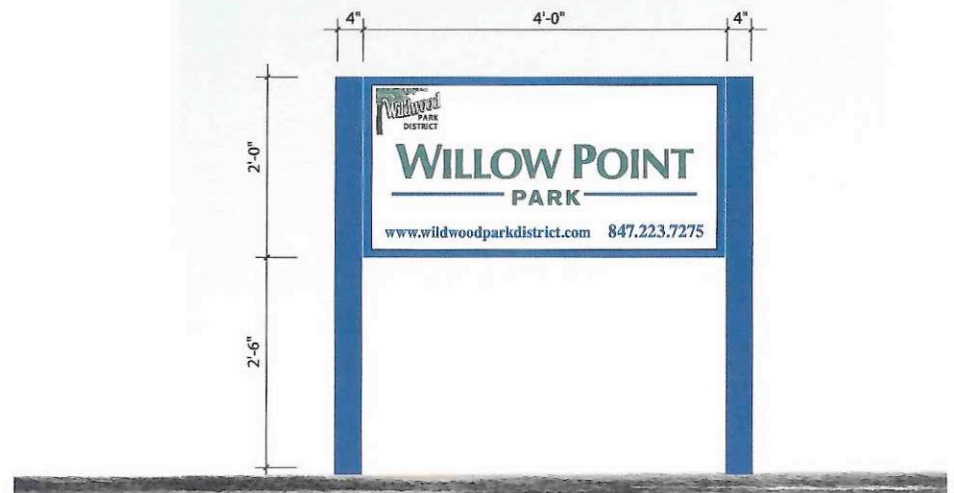
The Holland Design Group, Inc. representative on signing, title and date:



QUANTITY (8) SIGNS TOTAL
 SIZE: 2'-0" X 4'-0" / 2" DEPTH
 HDU PANEL
 Sandblasted background
 Single Sided
 ROUTED LETTERING
 MOUNTED ON QUANTITY (2) 4" POSTS
 INSTALLATION BY PARK DISTRICT

PAINTED FINISH

- NAVY BLUE
- DARK GREEN
- EGG SHELL WHITE



COMPANY: Wildwood Park District
 LOCATION: 33325 N. Sears Blvd.
 JOB NO. Wildwood, IL 60030

THESE DRAWINGS ARE THE PROPERTY OF
 THE HOLLAND DESIGN GROUP, INC. AND ANY
 USE OR DUPLICATION OF THE DESIGN OR
 ARTWORK ARE SUBJECT TO THE REGULATION
 AND CONTROL OF THE ORIGINATOR, THE
 HOLLAND DESIGN GROUP, INC.

Meghan Amstrong
 847.223.7275
 info@wildwoodparkdistrict.com

DATE: 2-26-25
 DRAWN BY: SJH

The Holland Design Group, Inc.

1690 BROWN STREET
 WAUCONDA, IL 60084
 847.526.6848 TEL
 arsign5@aol.com



888 E Belvidere Rd #408
Grayslake, IL 60030
(847) 543-4870

ESTIMATE

EST-7455

The way to grow your business
<http://www.signarama-grayslake.com>

Payment Terms: Payment Upon Completion

DESCRIPTION: Engraved HDU Park Signage

Bill To: Wildwood Park District
33325 North Sears Boulevard
Grayslake, IL 60030
US

Pickup At: Signarama Grayslake
888 E Belvidere Rd #408
Grayslake, IL 60030
US

Requested By: Meghan Ainscough
Email: info@wildwoodparkdistrict.com
Tax ID: 12345

Salesperson: Matt Panek
Email: matt@signarama-grayslake.com

PRODUCTS	QTY	UNIT PRICE	TAXABLE	TOTALS
1 Engraved HDU Park Signage 48"X 24" 1.5" Thick HDU 1/2" Engraved around letters, logo and boarder Sandblasted Textured Background Four Colors	8	\$983.25	\$0.00	\$7,866.00

QTY: 8

Delivered to the Wildwood Park District

Installation not included

Thank you for considering us for your project.
Please call, or email, us if you have any questions.

Subtotal:	\$7,866.00
Taxable Amount:	\$0.00
Taxes:	\$0.00
Grand Total:	\$7,866.00
Deposit Required:	\$3,933.00

Terms And Conditions

The estimate is valid for 21 days from the date sent.

Proof Review and Approval:

Upon approval of the estimate, and before any production starts, we will prepare a scaled proof to specifications provided by the customer. The customer is solely responsible for checking the proof to make sure that it reflects specifications. Signarama does not assume any responsibility for the correctness of the proof.

The customer must review and approve the proof prior to the start of production. By approving your proof, you approve its content and release Signarama to commence production. You are solely responsible for the content of the proof once it has been approved by any communication means.

Any errors in the production of approved work made by Signarama we will be corrected as quickly as possible at our expense.

Signarama total liability is hereby expressly limited to the services indicated on the invoice and we will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised are approximations, but Signarama will do its best to complete the work within that time period discussed.

Terms of Payment:

To start the order - any order under \$300 requires full payment. Orders over \$300 require a 50% deposit. Your balance will be due upon delivery and/or installation of the product/service. Signarama may, at its sole discretion, extend credit terms to you upon approval.

Acceptance of Work:

The customer's acceptance, either personally or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, the customer affirms that the work substantially conforms to all expectations.

Signature: _____ Date: _____

engraved HDU Park Signage

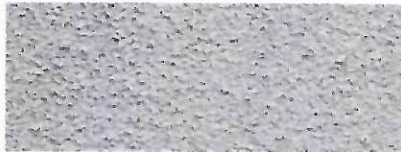


48"X 24"

1.5" Thick HDU

1/2" Engraved around letters, logo and boarder

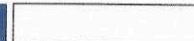
Sandblasted Textured Background



Navy Blue



Off-White



Forest Green



Brown

**Signarama**

Grayslake

The way to grow your business.
888 E. Belvidere Rd. #408
Grayslake, IL 60030

847-543-4870www.Signarama-Grayslake.com

Sign Central
36757 N II Route 83
Lake Villa, IL 60046-9696 USA
8475437600
jennifer@signcentral.com



Estimate

ADDRESS

Wildwood Park District
Attn: Meghan

ESTIMATE # 3713

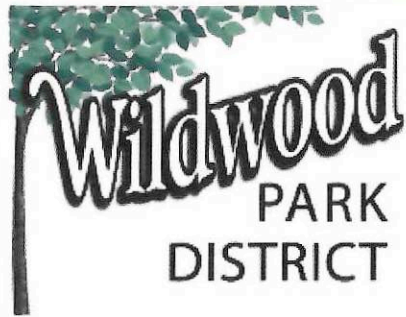
DATE 02/24/2025

EXPIRATION DATE 02/24/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
HDU	Sandblasted signage	8	805.00	6,440.00
	2 x 4			0.00
	3 color - white, navy , green			0.00
	full color digital logo for corner			0.00
	1.5" depth			0.00
	Delivered			0.00
POST	4" x 4" posts POLES painted	16	75.00	1,200.00
TOTAL				\$7,640.00

Accepted By

Accepted Date



PEBBLE BEACH PARK

www.wildwoodparkdistrict.com 847.223.7275

36" x 48" x 3" depth post and panel
Raised Letters or Vinyl letters



15. Vehicles

a. Unattended Vehicles.

No person shall leave a motor vehicle unattended in any parking area while the motor of such vehicle is running, or when standing upon a perceptible grade without effectively setting the brakes and turning the wheels of such motor vehicle toward the curb or the side of the parking area. No vehicle shall be left overnight on District property without District permission.

b. Prohibited Vehicles (E-Scooters and E-Bikes)

PROPOSED:

The use of low-speed electric scooters and skateboards on Agency property is strictly prohibited and is not an intended or permitted use of any Agency property, including but not limited to public sidewalks, trails and rights-of-way. A low-speed electric scooter is defined as a device weighing less than 100 pounds, with two or three wheels, handlebars and a footboard a person can stand upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour (per P.A. 103-899 SB1960). However, nothing herein shall prevent a patron or participant from requesting to use a low-speed electric scooter/mobility device as a reasonable modification for a disability. Direct such requests to the Executive Director/ADA Officer at bmagnini@wildwoodparkdistrict.com, and we will evaluate them on a case-by-case basis consistent with applicable laws including, but not limited to, the Americans with Disabilities Act (ADA).

The use of electric bicycles (e-bikes) on Agency property is strictly prohibited and is not an intended or permitted use of any Agency property, including but not limited to public sidewalks, trails and rights-of-way per (625 ILCS 5/11-1517) item F. An e-bike is defined as bicycles that are equipped with a motor of less than 750w that meet the requirements of one of the following classes. Electric bikes

- ***Class 1:*** equipped with a pedal-assist only motor that stops when the bike reaches 20 mph.
- ***Class 2:*** equipped with a motor that may be used exclusively to propel the bicycle and stop when the bike reaches the speed of 20 mph.
- ***Class 3:*** equipped with a motor that provides assistance only when the rider is pedaling and stops when the rider stops pedaling or when the bicycle reaches the speed of 28 mph.

c. Exception for Emergency Vehicles and Park District Vehicles.

The provisions of this section shall not be construed to relate to emergency, police or fire department vehicles or any vehicle owned by the District or a District employee displaying proper identification where the employee is duly authorized to operate such vehicle at such location.

d. Noise Created by Vehicles.

It shall be unlawful for any person to operate a vehicle which makes an unusually loud or unnecessary noise.

e. Repairs and Cleaning of Vehicles.

No person shall change any parts, change oil, repair, wash, grease, wax, polish or clean a vehicle in any parking area in or on District property except such repairing, cleaning or polishing as is necessary to insure good vision, or such emergency repairs as are necessary to remove such vehicle from the parking area or as otherwise permitted by the District.

f. Negligent Driving.

No person shall drive or operate any vehicle on District property negligently, recklessly or without due caution, or in any other manner so as to endanger any person or property. All vehicles shall be driven or operated on the right side of any roadway open to travel, except when passing other vehicles.

This email sent to Property/Casualty Executive Directors, Human Resources Department Heads, LRN Alert Recipients and Safety Coordinators.



Members Should Approach New E-scooter Law and Updates to Use Ordinances with Caution

24-06: Aug. 16, 2024

Key Points

1. This LRN Alert provides guidance and recommendations for PDRMA members regarding regulating the use of low-speed electric scooters (e-scooters) following the passage of a new law Aug. 9, 2024.
2. Definition of e-scooter: The law defines a low-speed electric scooter as a device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, solely powered by an electric motor and human power, with a maximum speed of no more than 10 miles per hour. It excludes mopeds or motor-driven cycles (e-bikes).
3. Regulations on e-scooter usage: The legislation includes requirements and prohibitions for e-scooter operation, such as restrictions on where they can be ridden based on speed limits, age restrictions, equipment requirements like lamps and brakes, rules on carrying items, limitations on passengers, prohibition of riding under the influence, and maintenance standards. These regulations are essential for ensuring safe and lawful e-scooter use.
4. Authorization and regulation by some local public entities: Park districts, forest preserve districts, and conservation districts have the authority to authorize and regulate e-scooter operation within their jurisdictions, including on highways, sidewalks, trails, or other public rights-of-way where bicycles are allowed. However, agencies should not authorize e-scooters without understanding the new law, reading this LRN Alert, and consulting with corporate counsel.
5. Removal of tort liability protection: The initial provision that protected agencies from some tort liability related to e-scooter use was removed from the final bill. This change potentially increases agencies' exposure to liability claims. Understanding this change is crucial for risk management.
6. Importance of Americans with Disabilities Act (ADA) compliance: Agencies should consider accommodation requests for disabilities related to e-scooter use. Agencies must engage in the interactive process required by the ADA to evaluate requests for reasonable modifications, ensuring equal access for individuals with disabilities. Compliance with ADA regulations is essential for inclusivity and legal adherence.

Aug. 9, 2024, Illinois passed Public Act 103-0899/SB 1960, a new law regarding operation and regulation of low-speed electric scooters (e-scooters) at park districts, forest preserves, municipalities and conservation districts. The Illinois Association of Park Districts (IAPD) sent an email Aug. 14 to its members regarding this new law. We have been fielding questions on this topic and want to:

- Echo IAPD's general recommendation to either refrain from "authorizing" e-scooters on agency property or exercise extreme caution and work closely with your agency's corporate counsel (and PDRMA) prior to adopting an ordinance (or rule) "authorizing" their use.
- Provide sample language for ordinances (or rules) on e-scooters.

- Provide additional background and context for PDRMA's recommendations.
- Highlight key points of the legislation and some additional considerations.

PDRMA Recommendations

- Have ordinances, rules, etc., regulating the use of agency property. It is important for public entities to take control of the use of their property and, in most cases, need not wait for the state legislature to take action. While the new law and this LRN Alert deal with e-scooters, the reality is that well-drafted use ordinances (or rules) are crucial tools in defending tort claims in many other contexts. Members can and should regulate if/when/where patrons are allowed to swim, bike, skateboard and pursue other risky activities.
 - If your agency does not have any use ordinances (or rules), or if your agency has not updated them in a long time, consider speaking with corporate counsel regarding the topic. Many firms representing recreation-focused local public entities have model use-ordinances and rules that your agency can customize rather than starting from scratch.
 - Bear in mind the difference between "use ordinances" adopted by your board and "use rules" your agency adopts administratively, such as in handbooks, on signs, on websites, etc. Typically, use ordinances are preferable over use rules (though realistically agencies do and should have both), as they carry the weight of law and the presumption that all participants and patrons are knowledgeable of them and bound by them. If your agency is struggling to pass use ordinances for whatever reason, use rules can be an effective alternative.
- Decide whether your agency wants to prohibit e-scooters altogether.
 - If your agency wants to preclude e-scooters outright, work with corporate counsel to pass an ordinance (or rule) prohibiting e-scooter use on agency property.
 - NOTE: There is an argument under the new law that by doing nothing, an agency is not "authorizing" e-scooters, and therefore e-scooters are not allowed. Section 11-1580 of the new law specifically says: "The use of low-speed electric scooters within any municipality, park district, forest preserve district, or conservation district is allowed only if authorized by the municipality, park district, forest preserve district, or conservation district under this Section." 625 ILCS 5/11-1518(a). However, for clarity, especially given the last-minute edits to the legislation, your agency should still pass an ordinance (or rule) prohibiting them.
 - Here is sample language to work from in adopting an ordinance prohibiting e-scooters outright:
 - *"The use of low-speed electric scooters on Agency property is strictly prohibited and is not an intended or permitted use of any Agency property, including but not limited to public sidewalks, trails and rights-of-way. A low-speed electric scooter is defined as a device weighing less than 100 pounds, with two or three wheels, handlebars and a floorboard a person can stand upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. However, nothing herein shall prevent a patron or participant from requesting to use a low-speed electric scooter as a reasonable modification for a disability. Direct such requests to [who] at [where], and we will evaluate them on a case-by-case basis consistent with applicable laws including, but not limited to, the Americans with Disabilities Act (ADA)."*
- If your agency wants to authorize e-scooters, proceed cautiously in passing an ordinance (or rule) to authorize them.
 - If your agency wants to allow e-scooters on agency property, it should: (1) understand that the new law is not protective of local public entities that allow them, so your agency is expanding its potential risk profile, (2) identify specific areas where your agency wants to authorize their use and narrowly craft the ordinance (or rule) language, (3) think through risk management issues, such as regulation of multi-use trails/paths, establishing parking areas so e-scooters are not lying around as tripping

- hazards, signage, etc., and (4) work closely with corporate counsel to draft the ordinance (or rule) and determine enforcement methods.
- Here is sample language to work from in adopting an ordinance allowing e-scooters in limited circumstances:
 - *"Low-speed electric scooters are permitted for use only in designated areas; in all other areas, use is not permitted. A low-speed electric scooter is defined as a device weighing less than 100 pounds, with two or three wheels, handlebars and a floorboard that a person can stand upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. Designated areas include only: [insert either listing of designated areas or description of how someone would know what a designated area is] However, the use of a low-speed electric scooter is not an intended use of any Agency property, including but not limited to public trails, sidewalks or rights-of-way. Further, users of low-speed electric scooters in designated areas must still comply with all federal, state and local laws and rules regarding usage of low-speed electric scooters. Nothing herein shall prevent a patron or participant from requesting to use a low-speed electronic scooter as a reasonable modification for a disability. Direct such requests to [who] at [where], and we will evaluate them on a case-by-case basis consistent with applicable laws including, but not limited to, the Americans with Disabilities Act (ADA)."*
- Under the new law, an e-scooter may be parked in the same manner and locations as a bicycle may be parked. 625 ILCS 5/11-1518(d).
- Realize this new law and LRN Alert deal with e-scooters, not e-bikes. We have gotten many questions regarding e-bikes and this new law. E-bikes are not covered by the new law or this LRN Alert. For information on e-bikes, please see LRN Alert 23-07.
- Create a process for assessing accommodation requests for disabilities. In the event of a direct conflict between a state/local law and a federal law, such as the ADA, the federal law pre-empts state or local law. Title II of the ADA requires reasonable modifications to the policies, practices and procedures of places of public accommodation to ensure people with disabilities have equal access, unless doing so would fundamentally alter the program, service or activity or would result in undue financial and administrative burdens to the agency. Allowing the use of a motorized mobility device (which can include an e-scooter) can, in certain situations, be a required modification, and agencies must analyze whether a particular type of mobility device must be accommodated at a particular facility or location on a case-by-case basis. In short, any prohibition on e-scooters – whether on all agency property or just some agency property – should acknowledge and apply the ADA interactive process if the use of the e-scooter is for a disability. For more information on ADA and motorized mobility devices, please see:
 - <https://www.ada.gov/topics/mobility-devices/>.
 - <https://www.ada.gov/resources/opdmds/>.

Background and Context

For many years, PDRMA and similar entities have used tort immunities, like those under Sections 3-106 and 3-108 of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* (Tort Immunity Act), to defend tort injury lawsuits by arguing that the public entity and/or its staff are immune from liability because they were not engaged in "willful and wanton" conduct (i.e., they showed a conscious disregard for the safety of a participant or patron who was injured on property or in programs). Unfortunately, as Illinois courts have become even more plaintiff-friendly, court decisions have eroded some of the protection afforded under the willful and wanton standard. As a result, while still aggressively advocating for courts to apply the willful and wanton standard broadly, as we believe the legislature intended, PDRMA and similar groups representing local public entities in Illinois have simultaneously looked for additional ways to defend injury cases successfully.

One additional area where local public entities have become increasingly successful in defending injury cases is by arguing under Section 3-102 of the Tort Immunity Act that

the plaintiff is a “non-intended user” of the property (i.e., if someone is not an intended user of the property, there is no duty by the local public entity to protect that person from injury on the agency's property). In short, where local public entities can show an injured plaintiff is not an intended user of the property, that significantly increases the likelihood of success in defending tort liability claims.

There has been a string of recent appellate cases with very favorable outcomes for local public entities based on this “non-intended user” approach:

- McClinton-El v. City of Chicago, et al., 2023 IL App (1st) 220974-U (June 29, 2023) – This case dealt with situation where certain areas of Chicago parks were closed during COVID. The city advertised the closures widely, including on their websites. The plaintiff got injured in an area of the park closed at the time. The 1st District appellate court held the public entities had no liability, because the plaintiff was not an intended user of the property at the time and looked at the agencies’ websites for evidence of intended use.
- Edwards v Commuter Rail Division of the Regional Transportation Authority, et al., 2023 IL App (2d) 220437-U (Nov. 14, 2023) – This case concerned a situation where Metra owned property between a bus depot and railroad tracks that people regularly used as a path to access areas along the river. The plaintiff was injured while urinating on the path and sued. The 2nd District appellate court held the public entities had no liability, because the plaintiff pled no facts to show Metra intended this area to be used by pedestrians, much less as a toilet.
- Alave v. City of Chicago, 2023 IL 128602 (Dec. 14, 2023) – This case dealt with a situation where the plaintiff was biking on a city street when he hit a pothole and was injured. He argued he was an intended user of the roadway, as there was a Divy bike station nearby. The city pointed to its ordinances prohibiting biking except where designated, the lack of a bike lane at the location of injury and various plans the city had for bike use – none of which included this area as a bike lane. The Illinois Supreme Court held the city had no liability because (a) the city’s ordinances helped establish intended use and (b) “affirmative manifestations” did not show biking was an intended use of the area where the injury occurred.
- Foster v. City of Chicago, 2024 IL App (1st) 231540-U (June 21, 2024) – This case had similar facts and legal analysis to Alave.

Key Points of the Legislation

SB 1960 has been percolating with the legislature for a while but became law Aug. 9, 2024. It has various provisions, including but not limited to:

- Defining what an e-scooter is: A “low speed electric scooter” (e-scooter) under the law is a “device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour.” It does not include mopeds or motor-driven cycles (e-bikes). 625 ILCS 5/1-140.11.
- Creating requirements and prohibitions regarding e-scooter usage, 625 ILCS 5/11-1518(b)-(l), such as:
 - Prohibiting operation of e-scooters on a highway with a posted speed limit in excess of 35 miles per hour (and at all on state highways, regardless of speed limit).
 - Prohibiting operation of an e-scooter by someone under 18 years of age.
 - Requiring certain lamps and reflectors when using e-scooters at night.
 - Requiring e-scooters to have brakes that adequately control movement of and stop the e-scooters.
 - Requiring at least one hand on handlebars/prohibiting operators from carrying packages, bundles or articles that prevent one hand on handlebars.
 - Prohibiting multiple riders from using one e-scooter at a time; prohibiting attaching oneself to another vehicle on an e-scooter.
 - Prohibiting operation while under the influence of alcohol or drugs.
 - Keeping the e-scooter in good operating condition.

- Allowing the Illinois Department of Natural Resources (IDNR) to authorize and regulate the operation of e-scooters on all properties owned, managed or leased by IDNR, as well as to adopt administrative rules for such regulation. 625 ILCS 5/11-1518(a-5).
- Allowing park districts, forest preserve districts and conservation districts to authorize and regulate the operation of e-scooters "within the unit of local government on any or all highways under their respective jurisdiction, sidewalks, trails, or other public right-of-way where the operation of bicycles is permitted." 625 ILCS 5/11-1518(a). Under this section, "[t]he use of [e-scooters] within any municipality, park district, forest preserve district, or conservation district is allowed only if authorized by the municipality, park district, forest preserve district, or conservation district under this Section. Any authorization or regulation by a park district, forest preserve district, or conservation district applies only on property owned, managed, or leased by the park district, forest preserve district, or conservation district."*Id.*
- Initial language protecting local public entities from tort liability was removed from the final bill. Initially, the legislation included the following provision, which was protective of local public entities: *Unless specifically stated otherwise in an ordinance or resolution by a municipality, county, or park district authorizing the use of low-speed electric scooters within its jurisdiction, the use of a low-speed electric scooter is not an intended use of a public right-of-way under Section 3-102 of the Local Governmental Employees Tort Immunity Act."*

Unfortunately, this provision was removed prior to the legislation passing, effectively weakening various tort litigation defenses for PDRMA members who opt to allow e-scooters on property.



Sara Yager, General Counsel



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Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

(625 ILCS 5/11-1517)

Sec. 11-1517. Low-speed electric bicycles.

(a) Except as otherwise provided in this Section, the provisions of this Chapter that apply to bicycles also apply to low-speed electric bicycles.

(b) Each low-speed electric bicycle operating in this State shall comply with equipment and manufacturing requirements adopted by the United States Consumer Product Safety Commission under 16 CFR 1512. Each Class 3 low-speed electric bicycle shall be equipped with a speedometer that displays the speed the bicycle is traveling in miles per hour.

(c) Beginning on or after January 1, 2018, every manufacturer and distributor of low-speed electric bicycles shall apply a label that is permanently affixed to the bicycle in a prominent location. The label shall contain, in Arial font in at least 9-point type:

(1) a classification number for the bicycle that corresponds with a class under Section 1-140.10 of this Code;

(2) the bicycle's top assisted speed; and

(3) the bicycle's motor wattage.

No person shall knowingly tamper or modify the speed capability or engagement of a low-speed electric bicycle without replacing the label required under this subsection (c).

(d) A Class 2 low-speed electric bicycle shall operate in a manner so that the electric motor is disengaged or ceases to function when the brakes are applied. A Class 1 low-speed electric bicycle and a Class 3 low-speed electric bicycle shall operate in a manner so that the electric motor is disengaged or ceases to function when the rider stops pedaling.

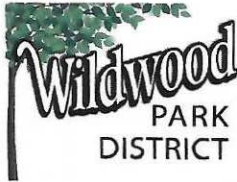
(e) A person may operate a low-speed electric bicycle upon any highway, street, or roadway authorized for use by bicycles, including, but not limited to, bicycle lanes.

(f) A person may operate a low-speed electric bicycle upon any bicycle path unless the municipality, county, or local authority with jurisdiction prohibits the use of low-speed electric bicycles or a specific class of low-speed electric bicycles on that path.

(g) A person may not operate a low-speed electric bicycle on a sidewalk.

(h) A person may operate a Class 3 low-speed electric bicycle only if he or she is 16 years of age or older. A person who is less than 16 years of age may ride as a passenger on a Class 3 low-speed electric bicycle that is designed to accommodate passengers.

(Source: P.A. 100-209, eff. 1-1-18.)



Wildwood Park District Mobile Brewery Vendor Agreement

Wildwood Park District
33325 N. Sears Blvd.
Wildwood, IL 60030

Phone: 847.223.7275
Email: info@wildwoodparkdistrict.com
www.wildwoodparkdistrict.com

The mobile brewery vendor listed below ("Vendor") shall be permitted to park and sell alcohol at property owned by Wildwood Park District ("Park District") on the dates and times specified in writing by the Park District.

- Vendor represents that it is currently licensed as a commercial entity by the State of Illinois Liquor Control Commission to prepare and sell alcohol on the premises and will provide proof of licensure to the Wildwood Park District.
 - Vendor represents that its Staff are currently BASSET certified/trained.
 - Vendor will take on sole responsibility of posting alcohol warnings and signs required by statute.
 - Vendor will have sole responsibility of checking patron ID's and providing wristbands or stamps to ensure patrons under 21 are not served and legal patrons are not over served.
 - Vendor's trucks, tents, or tables shall be parked or set up on a suitable hard surface as directed by the Park District. Trucks, tents, or tables are not allowed to park or set up in fire lanes, handicap parking spaces, or in any other location that will impede traffic flow, obstruct sight lines, or create unsafe conditions for pedestrians.
 - Trucks, tents, or tables may not have amplified sound or music emanating from the vehicle.
 - Vendor shall clean up the space before leaving Park District property and must dispose of all waste in the Park District's waste receptacles.
 - If Vendor provides seating or tables for its customers, the seating must be removed each night and the area cleaned up as required above.
 - Vendor may display signage that is painted or permanently affixed to the vehicle and one freestanding sandwich board no larger than 16 square feet.
 - Before connecting to an electrical outlet at Park District property, Vendor shall obtain permission from the Park District and shall safely run cords from the outlet to the food truck and shall not overload electrical circuits.
-
- Vendor must provide evidence of and shall comply with the insurance requirements on Exhibit A which is attached hereto.

The Vendor agrees that it accepts all risk related to its sales and this Agreement and agrees to indemnify, defend, and hold harmless the Park District and the Park District's elected and appointed officials, employees, agents, consultants, volunteers, and the like ("Covered Entities") relative to any claim for loss, damage or personal injury relating to or arising from Vendor's activities as provided herein. The Park District does not guarantee the Vendor any minimum sales amount or number of attendees. Vendor does hereby fully release and discharge the Park District and its Covered Entities from any and all claims from injuries, including death, damage, or loss which it may have, or which may accrue to it or any person on account of its use of Park District property as provided herein, and Vendor covenants not to sue the Park District or any of the Covered Entities.

Profit-Sharing

As a condition permitting access to sell alcohol on the Wildwood Park District's property and at Special Events; the Vendor will pay the Wildwood Park District **10% of all gross alcohol sales** from each event contracted to perform. Payment shall be made in the form of a check made out to "Wildwood Park District". Payment shall be due no later than one week (7 days) post-event. Payment can be mailed or dropped off to the Wildwood Park District office at 33325 N. Sears Boulevard Grayslake, IL 60030.

Event Details & Information

Event Name(s): _____
Event Date(s): _____
Hours of Service/Location: _____
Arrival Time for Setup: _____
Space Needed for Vendor Operation: _____
Forms of Payment Vendor Accepts (list all): _____
Additional Notes: _____
Vendor Business Name: _____
Owner: _____
Mailing Address: _____
Email Address: _____
Phone Number: _____

EXHIBIT A Insurance Requirements

The Vendor shall furnish certificates of insurance evidenced by a policy endorsement of the type and amounts required below prior to selling alcohol at Park District property.

General public and other insurance in not less than the following amounts:

- A. Liquor Products: Liquor Liability/Dram Shop Liability Coverage: not less than \$1,000,000 per occurrence.
- B. Commercial general liability:
 - 1. \$1,000,000.00 general aggregate.
 - 2. \$1,000,000.00 personal and advertising injury.
 - 3. \$1,000,000.00 each occurrence.
- C. Business automobile liability (including owned, non-owned and hired vehicles):
 - Bodily injury: \$1,000,000.00 per person.
 - \$1,000,000.00 per accident.
- D. Property damage: \$1,000,000.00 per occurrence.

The required policy or policies of insurance shall contain the following special endorsements:

- 1. This insurance policy will not be canceled or reduced without 30 days prior written notice to the Park District.
- 2. The Park District and its officers, agents, and employees are named as additional insureds under the terms this policy.

The Vendor's insurance coverage shall be primary insurance as respect to the Park District and the Park District's elected and appointed officials, employees, agents, consultants, volunteers, and the like ("Covered Entities"). Any insurance or self-insurance maintained by Park District shall be excess of the Vendor's insurance and shall not contribute with it. No cancellation provision in any insurance policy shall be construed as derogation of the continuous duty of Vendor to furnish insurance during the time it is operating at Park property. The failure of the Park District to request the certificate of insurance or to strictly comply with the provisions of Exhibit A does not relieve Vendor of its obligations to provide the required insurance and to otherwise comply with these provisions.

By signing below, I certify the following: I have the authority to bind and act on behalf of Vendor. I agree to the terms and conditions listed above. I acknowledge the Park District's permission to operate at Park District property may be denied or revoked at any time for any reason in the Park District's sole discretion.

Signature of Mobile Brewery Owner/Operator

Date

Sample Insurance Requirements for Contracts – Serving Liquor

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

A. Commercial General and Umbrella Liability Insurance

User shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

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

If user is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of User's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

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

If District has not been included as an insured under the CGL using ISO additional insured

endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the User waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the User's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

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

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

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

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

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

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

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the User may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to

procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

User shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of User or any of User's contractors or subcontractors, or the partners, directors, officers, agents, employees, invitees User or User's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. User shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of User's breach of any of its obligations under, or User's default of, any provision of the Contract.

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From: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>

Sent: Friday, February 21, 2025 3:00 PM

To: Seth Norton <snorton@pdrma.org>

Subject: Alcohol Serving in the Parks (Park District Special Events) Third-Party Vendors

Good afternoon, Seth,

In 2025, the Wildwood Park District is considering trying to bring in third-party beer vendors/breweries in their trucks to enhance our special events and create additional revenue streams. Besides local area liquor permitting concerns, I wanted to reach out to cover all our bases to make sure we are not missing anything in the liability department.

I know we have Liquor Liability Insurance through our PDRMA coverage for up to 3 million (under the General Liability Scope of Coverage). If bringing in third-party breweries who are licensed/insured/trained I would think that between their coverage and hours, any issues could be handled.

If all liability is transferred to that third-party, is there any additional concern about Park District liability as they are on grounds? I would be sure to review the PDRMA recommendations online for beefing up our insurance requirements of the third-party liquor vendor and for contractual agreements.

Would WPD Staff/Volunteers/Officials be liable for not having any BASSET certification or training since they would not be the ones selling the alcohol and monitoring who they are selling to?

I know alcohol sales both by Park Districts and through third parties are commonplace in the PDRMA membership. I just ask as we are a very small District and have not ventured this aggressively into this area before. We do sell alcohol in-house for one day a year at our Harvest Fest in September that is purchased through a third-party liquor distributor to sell to our patrons. We of course check ID's, utilize wristbands, limit drinks, and monitor the crowd for issues.

Thank you,

Brandon Magnini

Executive Director

Wildwood Park District

33325 N. Sears Boulevard Wildwood, IL 60030

www.wildwoodparkdistrict.com

bmagnini@wildwoodparkdistrict.com

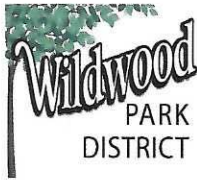
847.223.7275

Subject: Re: Alcohol Serving in the Parks (Park District Special Events) Third-Party Vendors

Everything would be handled by the third party. If we were to have an arrangement of the third party cutting us a check for 10-20% of their alcohol sales would that complicate the issue?

Brandon Magnini
Executive Director

Wildwood Park District
33325 N. Sears Boulevard Wildwood, IL 60030
www.wildwoodparkdistrict.com
bmagnini@wildwoodparkdistrict.com
847.223.7275



From: Seth Norton <snorton@pdrma.org>

Date: Friday, February 21, 2025 at 3:13 PM

To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>

Subject: RE: Alcohol Serving in the Parks (Park District Special Events) Third-Party Vendors

Good afternoon Brandon,

Is the WPD staff monitoring the sales the third party makes, or is everything handled by the third party?

If everything is handled by the third party then I don't have any concerns based on your email below.

Thank you,
Seth

Seth Norton, CFI, CPO

Risk Management Consultant

O: [630.769.0332](tel:630.769.0332) | D: [630.435.8920](tel:630.435.8920) | F: [630.769.0449](tel:630.769.0449) | C: [630.306.6103](tel:630.306.6103)
snorton@pdrma.org | [Download vCard](#) | pdrma.org | [f](#) | [i](#)



A Partner You Can Depend On

PRIVILEGED AND CONFIDENTIAL INFORMATION

Subject: Re: Alcohol Serving in the Parks (Park District Special Events) Third-Party Vendors
Date: Friday, February 21, 2025 at 3:27:17 PM Central Standard Time
From: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
To: Seth Norton <snorton@pdrma.org>
Attachments: image002.jpg, image003.png, image004.png, image005.png, image006.png, image007.jpg, image001.jpg

Excellent, thank you for the feedback.

Brandon Magnini

Executive Director

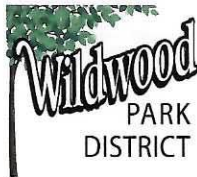
Wildwood Park District

33325 N. Sears Boulevard Wildwood, IL 60030

www.wildwoodparkdistrict.com

bmagnini@wildwoodparkdistrict.com

847.223.7275



From: Seth Norton <snorton@pdrma.org>
Date: Friday, February 21, 2025 at 3:26 PM
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
Subject: RE: Alcohol Serving in the Parks (Park District Special Events) Third-Party Vendors

As long as you have the proper waivers in place and the agreement spells everything out clearly I don't see any issues.

Seth Norton, CFI, CPO

Risk Management Consultant

O: [630.769.0332](tel:630.769.0332) | D: [630.435.8920](tel:630.435.8920) | F: [630.769.0449](tel:630.769.0449) | C: [630.306.6103](tel:630.306.6103)

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From: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>
Sent: Friday, February 21, 2025 3:18 PM
To: Seth Norton <snorton@pdrma.org>

CERTIFICATE OF COVERAGE

Name and Address of Agency

Park District Risk Management Agency
2033 Burlington Avenue
Lisle, Illinois 60532-1646
630.769.0332

Name and Address of Member

Wildwood Park District
33325 N. Sears Boulevard
Grayslake, IL 60030
8472237275

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year. **This document may not be used to extend Additional Insured status to the certificate holder or any other individual/organization/entity.**

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability * Commercial general liability * Occurrence * Liquor liability	L010125	1/1/2025-12/31/2025	Bodily Injury and Property Damage combined	\$2,000,000
			Personal Injury	\$2,000,000
Automobile Liability * Any auto	L010125	1/1/2025-12/31/2025	Bodily Injury and Property Damage combined	\$2,000,000
Workers' Compensation	WC010125	1/1/2025-12/31/2025		Statutory
Employer's Liability	WC010125	1/1/2025-12/31/2025		\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NOT VALID FOR ADDITIONAL INSURED OR LOSS PAYEE COVERAGE

Certificate Holder

N/A
Brandon Magnini



Authorized Representative

Date Issued: 3/11/2025

license details

[← RETURN TO SEARCH RESULTS >](#)

License

License Number

7Y-1151183

License Class

7Y - CLASS 3 BREWER

Retail Type

CONSUMPTION COMBINATION

Sales Tax Account #

42699894

Issue Date

10/16/2024

Expiration Date

11/30/2025

Application Status

Renewal

License Status

Active

Business

Licensee Name

HARBOR BREWING COMPANY LLC

Business Name

HARBOR BREWING COMPANY

Address

136 CEDAR AVE
LAKE VILLA IL, 600468410

County

LAKE

Type

Other

Owners

WENZEL, KYLE OWNER 55.00
VANHEIRSEELE, JOSEPH OWNER 35.00
CURRY, ALYSSA OWNER 10.00

7. **Hindering or Soliciting Officers, Agents, Employees or Contractors**

No person shall interfere with, or in any manner hinder any officer, agent, employee or contractor of the District while engaged in constructing, repairing or caring for any District property; nor shall any person solicit any officer, agent, employee or contractor of the District while such person is on duty.

8. **Alcoholic Beverages**

~~No alcoholic beverages shall be sold, brought within, given away, delivered or consumed on District property.~~

PROPOSED:

a) No Person under the influence of Alcoholic Liquor, shall enter into, be, or remain on District Property. For purposes of this Section D (8), "under the influence" means affected by Alcoholic Liquor, in any determinable manner. A determination of being "under the influence" can be established by a professional opinion, a scientifically valid test, a lay Person's opinion, or the statement of a witness.

(b) No Person, other than the District or its agent, shall sell or deliver any Alcoholic Liquor on District Property, unless said third-party has first obtained a Permit, license, or contract therefor from the District as part of a District-sanctioned and run Special Event. Proof of liquor liability and Dram Shop liability coverage with a limit not less than \$1,000,000 per occurrence must be provided with the District included as additional insured under the CGL (Commercial General Liability) policy.

(c) No Person shall distribute, provide or allow any Person under 21 years old to possess or consume Alcoholic Liquor on District Property. No Person under the age of 21 years old shall possess or consume Alcoholic Liquor on District Property.

(d) No Person shall bring into, possess, consume, take, use, or transfer any Alcoholic Liquor on District Property unless the Alcoholic Liquor is legally possessed in an unopened container stored in the trunk of a motor vehicle.

(e) Every Person possessing, using, consuming, or transferring Alcoholic Liquor pursuant to this section, shall be subject to and shall comply with the Liquor Control Act of 1934 and all other state, local, and District laws, ordinances, rules, and regulations regarding the possession, use, consumption, or transfer of Alcoholic Liquor.

9. **Weapons, Fireworks, Explosives, Rockets**

No person shall at any time bring on to, carry, have in his possession or on or about his person, concealed or otherwise, or use, fire, set off or



AMERICAN LITHO

530 North 22nd St., Milwaukee, WI 53233

(414) 342-5050 • Fax (414) 342-9950

February 20, 2025

WILDWOOD PARK DISTRICT

Description: Program Guide

Quantity: 8,500

Size: 8.25 x 10.75

Pages: 16 / 24 / 32pg + Cover

Pre-Press: PDF files with high resolution images and fonts imbedded. Any Materials received are subject to inspection and approval before output. We recommend a test page in advance of production to ensure proper output.

Stock: Cover: 80# Gloss Text
Body: 50# Offset

Ink: Cover: 4/4
Body: 2/2

Proof: PDF

Bindery: Stitch / ECRWSS / Box Balance

Delivery: FOB Grayslake IL Post Office & Wildwood Park District

Price: 16pgs + Cover: \$3,408.00 Add \$110.00 for 4/C
24pgs + Cover: \$4,242.00 Add \$220.00 for 4/C
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