

*Revised*

**ORDINANCE NO. 2023-4**

**AN ORDINANCE AMENDING ARTICLE III, OPERATIONAL POLICIES, SECTION B, PURCHASING AND BIDS, AND SECTION C, ASSORTED POLICIES, OF THE POLICY MANUAL OF THE PLEASANT DALE PARK DISTRICT, COOK COUNTY, ILLINOIS**

BE IT ORDAINED by the Board of Park Commissioners of the Pleasant Dale Park District, Cook County, Illinois, as follows:

**Section 1**

That Article III, Operational Policies, of the Policy Manual of the Pleasant Dale Park District, be amended by changing Section B, Purchasing and Bids, to read as follows:

**SECTION B. PURCHASING AND BIDS**

**(III.B.1.) PURCHASES, GENERALLY**

A. The purpose of this paragraph is to establish the general requirements for the purchase of goods, materials and services by the Park District. Nothing herein is intended nor shall be interpreted as an abrogation of the requirements of Illinois law and the same shall be adhered to at all times.

B. All purchases made by the Park District shall be in furtherance of its corporate goals and programs. Such purchases may be made by purchase order, credit card, check, or petty cash. Purchases made by personal cash or credit may be reimbursed, provided a receipt and proper documentation are received and verified, subject to the requirements of Paragraph (III.B.2).

C. The following purchasing structure will be followed by Park District personnel:

(i) All purchases of at least \$100 but not more than \$500 shall be authorized by the prior approval of a department supervisor.

(ii) All purchases of at least \$500 but not more than \$9,999 shall be authorized by the prior approval of the Executive Director.

(iii) All purchases of at least \$10,000 and in excess thereof shall be authorized by the prior approval of the Board of Park Commissioners of the Park District (the "Board").

(iv) As applicable, purchases being greater than \$30,000 shall be authorized by the prior approval of the Board following letting to the lowest responsible bidder.

(v) All purchases of at least \$500 but not more than \$9,999 shall be memorialized by a completed and executed "Request for Purchase" form, which shall be filed in the financial office and have attached thereto an invoice and/or credit card receipt.

D. The Park District shall retain one (1) credit card account that will utilize multiple cards/cardholders, as authorized and directed by the Executive Director. Cardholders will have varying credit limits based on departmental needs. The credit card bill shall be paid by the Park District on a monthly basis. All receipts of purchase shall be signed by the cardholder and submitted to the financial office to verify payment and receipt of goods. Additionally, the Park District shall retain one (1) additional credit card account for accounts payable transactions and as needed and authorized and directed by the Executive Director.

E. Park District accounts and payment options may be awarded "cash back" or other rewards and discounts. All rewards are the property of the Park District and are not for personal benefit or use. Unauthorized personal use of any rewards constitutes theft and may result in disciplinary action, including termination.

**(III.B.2) TRAVEL, MEAL, OR LODGING EXPENSE REIMBURSEMENT**

A. No officer or employee of the Park District shall be paid or reimbursed with Park District funds for any travel, meal, or lodging expense unless authorized pursuant to the provisions of this paragraph.

B. The Park District may advance or reimburse any officer or employee for travel, meal, or lodging expenses up to the amounts hereinafter specified upon receipt of an expense request form accompanied by Required Documentation:

**LODGING (per night)**

HOTEL ..... \$250.00

**MEALS (per diem)**

BREAKFAST ..... \$20.00  
LUNCH..... \$25.00  
DINNER..... \$40.00

**TRANSPORTATION**

PRIVATE VEHICLE ..... GSA PUBLISHED RATE (GSA.GOV)  
EMPLOYER-FURNISHED VEHICLE ..... GSA PUBLISHED RATE (GSA.GOV)  
PRIVATE MOTORCYCLE ..... GSA PUBLISHED RATE (GSA.GOV)  
RENTAL CAR..... \$100.00 (PER DIEM)  
AIRPLANE ..... PUBLISHED COACH FARE  
PARKING ..... \$50.00 (PER DIEM)  
PUBLIC TRANSPORTATION ..... \$20.00 (PER DIEM)

Officers and employees being advanced funds for expenses shall be subject to the same limitations/prohibitions as may be applicable to reimbursements. Provided, however, officers and employees being advanced funds shall submit Required Documentation for expenses incurred within seven (7) business days of incurrence thereof. Any advance of funds spent that is not supported by Required Documentation, or any advance of funds not spent, shall be returned to the Park District within two (2) business days.

For purposes herein, "Required Documentation" means (1) a supported estimate of the cost of travel, meals, or lodging if such expenses have not been incurred, or contracts and receipts for such expenses if already incurred; and, (2) a supported explanation of the purpose of the expenses incurred in relation to the Park District. "Travel" means any expenditure directly incident to official travel by officers and employees of the Park District or by wards or charges of the Park District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

C. No officer or employee may be advanced funds or be reimbursed for expenses unless they are to be or are actually incurred by the officer or employee in relation to, or in the course of, official Park District business, a job or office related training or education, attendance or participation at any event or function as a representative or agent of the Park District, or such other matters as may be pre-approved by the Board of Park Commissioners of the Park District (the "Board"). No advance or reimbursement in excess of the amounts set forth above shall be made to any officer or employee without the approval of the Board by a separate roll call vote. No reimbursement in any amount shall be made to a member of the Board without the approval of the Board by a separate roll call vote.

D. No officer or employee shall be advanced or reimbursed for an entertainment expense unless such expense is ancillary to the purpose of a program or function otherwise qualifying for reimbursement. For purposes hereof, "entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement.

### **(III.B.3) LETTING**

#### **A. Bidding Requirement**

1. The purchase of any personal property for supplies, materials or work involving an expenditure in excess of \$30,000 shall be let to the lowest responsible bidder after due advertisement. "Due advertisement" means at least one public notice at least ten (10) days before the bid due date in a newspaper of general circulation in the area of the Park District.

2. Contracts which, are by their nature, are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the printing of finance committee reports and departmental reports, contracts for the printing or engraving of bonds, tax warrants and other evidences of indebtedness, contracts for utility services such as water, light, heat, telephone or telegraph, contracts for fuel (such as diesel,

gasoline, oil, aviation, or propane), lubricants, or other petroleum products, contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software, or services, contracts for duplicating machines and supplies, contracts for goods or services procured from another governmental agency, purchases of equipment previously owned by some entity other than the Park District itself, and contracts for the purchase of magazines, books, periodicals, pamphlets and reports are not subject to competitive bidding. Contracts for emergency expenditures are also exempt from competitive bidding when the emergency expenditure is approved by 3/4 of the members of the Board of Park Commissioners of the Park District (the "Board").

**B. Bidding and Award Procedure**

1. An advertisement requesting competitive bids shall be published in a newspaper of general circulation in the area of the Park District and on the Park District's website.

2. A request for bids shall describe the character of the proposed contract or agreement in sufficient detail to enable the bidders thereof to know what their obligations will be either in the request itself or by reference to other contract documents available for inspection or distribution. Such request for bids shall also state the deadline for the receipt of bids; provided, however, the deadline for the receipt of bids may be extended upon notification to all prospective bidders.

3. A request for bids shall not create any legal obligation on behalf of the Park District to evaluate any bid that is submitted, or to enter into any contract. The Park District reserves the right to (a) cancel or modify a request for bids or the contract documents in whole or in part; (b) reject any or all bids submitted; (c) waive non-material formalities and technicalities deemed appropriate; (d) postpone bid opening; (e) issue a request for new bids; and/or (f) award a contract in whole or in part, or to one or more bidders.

4. Bids shall be physically delivered to the Park District (email and facsimile will not be accepted) in a sealed envelope at the designated location and by the deadline identified in the bid advertisement. The bid envelope shall be marked and contain such information as is specified in the request.

5. Bids submitted after the deadline will not be opened.

6. Unless otherwise specified, all bids shall include a cashier's check, certified check or bid bond (AIA Document A310) guaranteeing the bidder's offer to contract with the Park District if awarded the same and to perform and complete said work in accordance with its bid and the contract documents. The security shall be made payable to the Park District, without condition, in an amount of no less than ten percent (10%) of the aggregate bid amount.

7. Bids may be withdrawn prior to the expiration of the bidding period, but any such withdrawal shall disqualify the bidder from the contract. No bid shall be withdrawn after the bid opening until the earlier of the consent of the Park District or sixty (60) days following the expiration of the bidding period, as may be extended.

8. All bids will be opened publicly, and the contents of the bids announced at the place and time identified for the bid opening. Each bidder shall receive at least three (3) days' notice of the time and place of the bid opening.

9. Following bid opening, the Park District shall investigate the bidders and determine/rank them according to contract amount and responsibility. A report to the Board shall be prepared describing the project, listing the bidders, bid amounts, and a recommendation for the acceptance of a specific bid or bids or rejection of all bids.

10. Unless all bids are rejected, the Board shall award the contract to the lowest responsible bidder after consultation with such officers, employees, or agents as the Board deems appropriate. In determining which bidder is the lowest responsible bidder, the Board may consider, in addition to contract price:

(a) the ability, capacity and skill to perform the contract and provide the supplies, materials or work;

(b) whether the bidder can perform the contract in the manner specified by the contract documents without delay or interference;

(c) the character, integrity, reputation, judgment, experience and efficiency of the bidder;

(d) the quality of performance on previous contracts with the Park District or other governmental agencies;

(e) the history and current compliance with all laws and ordinances related to the contract;

(f) the financial resources to perform the contract;

(g) the quality, availability and adaptability of the contractual supplies, materials or work to the use required;

(h) the ability of the bidder to provide future maintenance or warranty work required by the contract;

(i) the number and scope of conditions imposed by the bidder; and,

(j) whether the bidder has a place of business within the jurisdictional boundaries of the Park District.

11. A responsible bidder shall be a person or entity who has the capability in all respects to perform fully the contract requirements, with the perseverance, experience, integrity, reliability, resources, capacity, facilities, equipment, and credit to assure good faith performance.

In addition to meeting such criteria, a responsible bidder is someone who, as a part of its bid, is capable of submitting a certification, under oath, attesting to the following statements and/or providing evidence (as applicable) of the following:

(a) A valid federal employer tax identification number, or, if an individual, a valid social security number.

(b) A statement that bidder has a current corporate report on file with the Illinois Secretary of State, as applicable, and provide bidder's current Illinois Business Tax Number.

(c) A statement that bidder has a current registration with the Illinois Department of Employment Security, as applicable, and provide bidder's current UI account number.

(d) If bidder is not an individual, a statement identifying all officers, partners, members, and managers, as applicable.

(e) Evidence that bidder possesses all applicable licenses, permits, insurance and/or bonds necessary to perform the work on the project as required by the State of Illinois and any unit of local government having jurisdiction over the project.

(f) A statement that the bidder is not delinquent in the payment of any debt owed to the State of Illinois, the Park District, or any unit of local government having jurisdiction over the project, including the payment of any tax administered thereby, unless bidder has entered into a deferred payment plan for the payment of such debt or the tax is being contested in accordance with the procedures established by the applicable statute/ordinance.

(g) A statement disclosing the bidder's (and its officers) federal, state, or local tax liens or tax delinquencies in the last five (5) years.

(h) A statement that neither the bidder nor any of its officers have been convicted of bribery or attempting to bribe a public official, nor made an admission of guilt of such conduct.

(i) A statement that neither the bidder nor any of its officers have been convicted of violating Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively), nor made an admission of guilt of such conduct.

(j) A statement of compliance with all applicable equal opportunity and non-discrimination laws (and rules and regulations promulgated thereunder) including, but not limited to, the: (i) Public Works Employment Discrimination Act (775 ILCS 10/1, *et seq.*); (ii) the United States Civil Rights Act of 1965 (as amended) (42 USC 2000a – 2000h(6)); (iii) Section 504 of the Rehabilitation Act of 1973 (29 USC 12101, *et seq.*); (iv) the Americans with Disabilities Act (as amended) (42 UCS 12101, *et seq.*); and, (v) the Age Discrimination Act (42 USC 6101, *et seq.*).

(k) A statement and evidence of compliance with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*).

(l) A statement of compliance with the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*).

(m) A statement of compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1, *et seq.*).

(n) A statement and evidence of compliance with the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1, *et seq.*).

(o) A statement of compliance with the Local Governmental Prompt Payment Act (50 ILCS 505, *et seq.*).

(p) A statement of compliance with the Illinois Wage Payment and Collection Act (820 ILCS 115/1, *et seq.*).

(q) Evidence of relevant experience that indicates the necessary capacity to perform the project and adequate references verifying the quality of work performed.

(r) A statement that if awarded the contract the bidder will provide to the Park District, no later than ten (10) days following execution of such contract: (i) such certificates of insurance indicating minimum insurance coverages as set forth in the contract documents; and, performance and payment bonds required by the contract documents, if applicable.

(s) Disclosure of the names and addresses of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project.

(t) For construction projects over \$300,000, evidence of participation in apprentice and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization, and evidence that each applicable apprenticeship program has graduated at least five (5) apprentices in each of the construction crafts over the past five (5) years for each of the construction crafts to be performed on the project. Evidence of graduation rates are not required for crafts dedicated exclusively to the transportation of material and equipment to and from the project site.

The required evidence includes but is not limited to a copy of all applicable apprenticeship standards and apprenticeship agreements for apprentices who will perform work on the project; and documentation from each applicable apprenticeship program certifying that it has graduated at least five (5) apprenticeships in each of the past five (5) years for each construction craft the bidder will perform on the project. Additional

evidence of participation and graduation requirements may be requested by the Park District.

(u) For construction projects over \$300,000, a statement that all employees expected to perform work on the project have completed a 10-hour (or greater) OSHA safety program. Each bidder shall submit copies of its employees' OSHA safety cards to the Park District upon request.

12. The award of the contract shall be approved by the Board and, unless otherwise specified as a part of said motion, executed by the President of the Board. Following an award of the contract, a copy of the awarded bid, along with copies of all unsuccessful bids, shall remain open to public inspection.

13. Following an award of the contract, and notwithstanding anything to the contrary in the contract, no change order shall be approved or executed that increases the contract price unless approved by the Board and, unless otherwise specified as a part of said motion, executed by the President of the Board. Notwithstanding the above, no change order shall be approved or executed that necessitates an increase in the contract price that is 50% or more of the original contract price without resubmitting that portion to bidding in the same manner in which the original contract was bid in accordance with the Illinois Public Works Contract Change Order Act (50 ILCS 525/1, *et seq.*).

## **Section 2**

That Article III, Operational Policies, of the Policy Manual of the Pleasant Dale Park District, be amended by changing Section C, Assorted Policies, to read as follows:

### **SECTION C. ASSORTED POLICIES**

#### **(III.C.1.) ANNUAL AUDIT**

The Park District shall conduct an annual audit in accordance with the Park District Code. Sealed bids may be solicited for the preparation of an audit report as deemed necessary by the Board of Park Commissioners of the Park District. The final copy of the audit report shall be delivered to the Park District by October 30th of each year.

#### **(III.C.2.) INVESTMENT POLICY**

##### **A. Purpose**

The purpose of this section ("investment policy") is to establish a clear understanding of the Park District's investment objectives, goals, and guidelines, in order to comply with the Park District Code (the "Code") (70 ILCS 1205/1-1, *et seq.*), the Public Funds Investment Act (the "Act") (30 ILCS 235/1, *et seq.*), and to optimize investment return within the confines of a low-risk tolerance.