# Monthly Board Meeting Berwyn Park District February 21, 2023, at 6:00 PM Proksa Park Activity Center 3001 Wisconsin Ave. Berwyn, IL

I.	AGENDA Call to Order - Roll Call of Commissioners	(action)
II.	Pledge of Allegiance	·
 III.	Adoption of Agenda	(action)
111.		,
IV.	Acceptance of Minutes  A. January 17 <sup>th</sup> , 2023, Regular Board Meeting  B. January 17 <sup>th</sup> , 2023, Closed Session  C. January 23 <sup>rd</sup> , 2023, Executive Session  D. January 24 <sup>th</sup> , 2023, Executive Session	(action)
V.	Public Comments	
VI.	Correspondence	
VII.	Treasurer's Report  A. Monthly Financial Statements  B. Approve February 2023 Payables	
VIII.	Interim Director Report	
IX.	West Suburban Special Recreation Association (WSSRA)	
Χ.	Unfinished Business A. DCEO Grant Update B. CDS Technologies Update-onboarding	
XI.	Closed Session  A. Under (5ILCS 120/2(c)(1) to discuss appointment, employed discipline, performance and dismissal of specific employed.	ployment, compensation, oyees or legal counsel.
XII.	Possible Action of Closed Session, If Necessary	(action)
XIII.	<ul> <li>New Business</li> <li>A. Honoring Gerald J. Sebesta, Jr.</li> <li>B. Discussion and Consideration of Cathy Fallon as Executive Park District for a two-year contract, at a starting salary</li> <li>C. Meeting Dates</li> <li>D. Other</li> </ul>	cutive Director of the Berwyn y of \$135,000. (action)
XIV.	Commissioners Comments	
XV.	Adjournment	(action)

#### Minutes of Monthly Board Meeting Berwyn Park District January 17<sup>th</sup>, 2023 Proksa Park Activity Center

The regular monthly meeting of the Berwyn Park District Board of Commissioners was called to order at 6:05pm by President Brian Brock.

Commissioners in attendance: Ana Espinoza, Gretchen Hause Kostelny, Mario Manfredini, and Zachary Taylor.

Via phone: President Brian Brock

Staff in attendance: Cindy Hayes (Superintendent of Finance and HR and Interim Executive Director)

A motion was made by Kostelny, seconded by Manfredini to approve President Brian Brock to attend via phone. Motion unanimously approved.

<u>Agenda</u>: A motion made by Taylor, seconded by Kostelny to approve the agenda as presented. Motion unanimously carried.

<u>Minutes:</u> A motion made by Taylor, seconded by Kostelny to approve the minutes of the December 20<sup>th</sup>, 2022, Monthly Board Meeting. Motion unanimously approved. A motion made by Taylor seconded by Espinoza to approve the closed session minutes from December 20<sup>th</sup>, 2022. Motion unanimously approved.

Public Comments: no comments.

Correspondence: none

<u>Treasurer's Report:</u> The monthly financial report given by Taylor. The total investments as of December 31<sup>st</sup>, 2022, is \$1,026,833.57. A motion was made by Manfredini, seconded by Kostelny to file the report for audit. A motion was made by Kostelny, seconded by Espinoza to approve January's payables \$274,449.29 and January's payroll \$ 44,208.37 for a total of \$318,657.66. Roll call: Brock-Aye, Espinoza-Aye, Kostelny-Aye, Manfredini- Aye, and Taylor- Aye. Motion carried. Commissioner Taylor went over the PMA analysis that was included in the packet. Taylor will finalize the new investments this week. A 90 day CD for \$200,000, 6 month CD for \$100,000, one year CD for \$100,000, and a two year CD for \$100,000. The interest rates for each will be on next month's schedule of investments.

#### Interim Director Report:

Open job positions: Maintenance Worker, Horticulturist, Marketing Manager, Recreation Manager and Preschool Aide. Registration is currently underway for winter futsal. We have ninety-one children registered for this. This begins January 24<sup>th</sup>. Volleyball has three enrolled. Dates for the 2022 audit has been discussed with the auditors, Sikich. It begins in January and runs through April. Debbi Gayon is on vacation until February 1<sup>st</sup>. Damage at Freedom Park- bathroom sink pulled off the wall and a vending machine was knocked over. The maintenance team removed the holiday boxes and lights from city hall and the parks. The MWRD grant project is complete. The plantings were put in. The plantings will be reinspected in the Spring for needed replacements. I attended 2 webinars- one on end of year audits the

other on unemployment insurance. W2's and 1099's were completed and mailed out. The onboarding process with CDS Technologies has started. The techs are in the process of migrating emails to office 365 and then the old server file migration will be next. This past month, I participated in several phone discussions with PMA financials on an investment plan. Attended a West Suburban Special Recreation meeting on January 10<sup>th</sup>. FSS completed their inspection of the smoke detectors.

<u>West Suburban Special Recreation Association (WSSRA)</u>: minutes from the December 13<sup>th</sup> were included in the packet.

<u>Unfinished Business:</u> Executive Director search- Commissioner Kostelny and Commissioner Espinoza have narrowed the search down to 6 candidates. Interviews will take place on January 23<sup>rd</sup> and 24<sup>th</sup> from 3pm-7pm at the Freedom Admin. Building.

MWRD Grant- Commissioner Taylor questioned what the charge for \$3250 Traffic Protection Control was in the contract.

**New Business**: Meeting Dates: February 7<sup>th</sup>, 2023-Committee meeting at Proksa Park Activity Center at 4:30pm. February 21<sup>st</sup>, 2023-Regular Board Meeting at Proksa Park Activity Center at 6:00pm.

<u>Closed Session:</u> A motion was made by Manfredini, seconded by Kostelny to go into closed session at 6:40pm. To discuss personnel under (5ILCS 120/2 (c)(1)). Motion unanimously carried. A motion was made by Espinoza, seconded by Manfredini to come out of closed session at 6:58pm. Motion unanimously carried.

<u>Commissioner's Comments:</u> Reach out to the police department for help with the 2 homeless gentlemen that are staying in the outdoor bathroom after hours.

Adjournment: A motion was made by Espinoza, seconded by Kostelny to adjourn at 7:06pm. Motion unanimously carried.

Attested to by:	
President: Brian Brock	
Recording Secretary: Cynthia Haves	

# Schedule of Investments Berwyn Park District January 31, 2023

Description	Yield	Rating	Date Invested	Maturity Date	Maturity Value
IPTIP-MM	4.217%	N/A	01/29/16	open	\$43,753.27
Republic Bank MM	2.500%	LOC	08/05/21	open	\$550,844.62
ISC Account	4.148%	N/A	open	open	\$121,892.05
BMO Harris CD	1.468%	FDIC	08/14/22	08/14/23	\$145,156.01
Western Alliance Bank, CA	4.421%	FDIC	01/18/23	04/18/23	\$200,000.00
High Plains Bank, OK	4.647%	FDIC	01/18/23	07/18/23	\$100,000.00
Financial Federal Bank, TN	4.800%	FDIC	01/18/23	01/18/24	\$200,000.00
		То	tal Investmen	ts:	\$1,361,645.95
li	nterest Earned	1/1/23 to 1/31	./23	\$2,585.45	
lı	nterest Earned	1/1/23 to 12/3	1/23	\$2,585.45	



# **Treasurer's Report February 2023**

## February 2023 Payables:

\$54,475.72

## **Payroll/Payroll Liabilities:**

1/6/2023

\$22,446.59

1/20/2023

\$23,037.45

total:

\$45,484.04

I motion to approve the February 2023 payables in the amount of \$54,475.72 and January 2023 Payroll in the amount of \$45,484.04 for a total of \$99,959.76

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16.99 16.99
19.09 11.98 11.98
19.09 44.13 44.13
92.98 92.98
166.08
35.88 35.88
35.88
-0.40
59.40 135.58 135.58
59.40 59.38 59.38
59.40 132.28 132.28
59.40 116.08 116.08
59.40 116.08 116.08
559.40
94.40 662.20 662.20
96.40 896.40 896.40
1144 1144 1144 1145 1145 1145 1145 1145

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VENDOR #	INVOICE #	TEM	DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	62573	01	Plumbing on toilet at Freedom	10020053665	02/16/23		24528	02/17/23	1,494.40	832.20 832.20
BMI	Broadcast 1	Maro	io Ingl					VENDOR	TOTAL:	2,390.80
PHI	10878504		Music License	20010054720	01/18/23		24510	02/03/23	421.00	421.00 421.00
C BERWYN	City of Be:	~~~~						VENDOR	TOTAL:	421.00
O.BBIMIN	2023-00000	004-		10020055765	02/10/23		24529	02/17/23	740-09	740.09 740.09
CASSIDY	TPPAO I. MW	י עת	FIRE & AUTO SUPPL					VENDOR	TOTAL:	740.09
CASSIDI	916020818		repair of loose tire	10020053655	01/31/23		24511	02/03/23	344.41	282.85 282.85
	916021175	01	replacement of valves	10020053655	02/03/23		24511	02/03/23	344.41	61.56 61.56
	916021799	01	new tires of F350	10020053650	02/17/23		24530	02/17/23	1,035.36	1,035.36 1,035.36
CBI	CBI							VENDOR	TOTAL:	1,379.77
	380653	01	Sunshine backflow service	10020053665	02/16/23		24531	02/17/23	2,699.40	674.85 674.85
	380654	01	Liberty backflow service	20020053665	02/16/23		24531	02/17/23	2,699.40	224.95 224.95
	380655	01	Proksa backflow service	20020053665	02/16/23		24531	02/17/23	2,699.40	1,124.75 1,124.75
	380656	01	Freedom Backflow service	10020053665	02/16/23		24531	02/17/23	2,699.40	674.85 674.85
CDS	ODG OFF:	Те	ahnalagias					VENDOR	R TOTAL:	2,699.40
СБР	CDS Office		It monthly fees	10010051585	02/13/23		24532	02/17/23	2,111.50	2,111.50 1,055.75

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VENDOR #	INVOICE #	DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM		CHK DATE	CHECK AMT	INVOICE AMT/
	INV1511471 02	IT monthly fees	20010051585				02/17/23	2,111.50	2,111.50 1,055.75
COM	COMCAST CABLE						VENDOR	TOTAL:	2,111.50
	0365103-0223 01	Freedom Cable & Internet	10010052641	02/02/23		24512	02/03/23	217.54	217.54 217.54
	043421 <b>4</b> -0323 01	Proksa internet & cable	20010052641	02/14/23		24533	02/17/23	635.98	211.04 211.04
	0434248-0323 01	Liberty cable & internet	20010052641	02/14/23		24533	02/17/23	635.98	211.04 211.04
	0434255-0323 01	Sunshine Cable & Internet	10010052641	02/14/23		24533	02/17/23	635.98	213.90 213.90
COMCAST	COMCAST BUSIN	ESS					VENDOR	TOTAL:	853.52
		phones - freedom and sunshine phones- proksa and liberty		02/03/23		24513	02/03/23	900.43	900.43 450.21 450.22
COMED	Com. Ed.						VENDOR	TOTAL:	900.43
	Feb 23- HP 01	Hessler Park Electric	20020052638	01/25/23		24514	02/03/23	2,332.63	1.88 1.88
	Feb 23-FP 01	Freedom Electric	10020052638	01/25/23		24514	02/03/23	2,332.63	448.60 448.60
	Feb 23-LL 01	Liberty Electric	20020052638	02/02/23		24514	02/03/23	2,332.63	47.76 47.76
	March 23 - FP		10020052638	02/14/23		24534	02/17/23	670.40	633.59 633.59
	March 23- FP 01	Freedom Electric	10020052638	02/02/23		24514	02/03/23	2,332.63	448.60 448.60
	March 23- HP 01	Hessler Electric	20020052638	02/14/23		24534	02/17/23	670.40	36.81 36.81

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VENDOR #	INVOICE #	EM	DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	March 23- P	P 1	Proksa Electric	20020052638	02/02/23		24514	02/03/23	2,332.63	381.65 381.65
	March 23- S		Sunshine Electric	10020052638	02/02/23		24514	02/03/23	2,332.63	386.88 386.88
	March 23- S		Smirz Electric	20020052638	02/02/23		24514	02/03/23	2,332.63	73.81 73.81
	March 23-LB		Liberty Electric	20020052638	02/02/23		24514	02/03/23	2,332.63	543.45 543.45
FSS	FSS Technol	.ogi	es LLC					VENDO	R TOTAL:	3,003.03
	497759	1	Liberty Central Monitoring	20020052640	01/25/23		24515	02/03/23	191.94	191.94 191.94
	503786	1	Sunshine Repair on Smoke Alarm	10020052640	02/14/23		24535	02/17/23	986.05	869.06 869.06
	505407	1	Sunshine Burglar Alarm	10020052640	02/14/23		24535	02/17/23	986.05	26.99 26.99
	505799	1	Sunshine Fire Alarm	10020052640	02/14/23		24535	02/17/23	986.05	90.00 90.00
GRAINGER	Grainger							VENDO	R TOTAL:	1,177.99
	9579384356 0	)1	chains	10020055750	02/02/23		24516	02/03/23	327.58	147.50 147.50
	9580235290 0	)1	grab hooks	10020055750	01/31/23		24516	02/03/23	327.58	180.08 180.08
	9591562898 0	)1	shoe kit for employees	10020055750	02/07/23		24536	02/17/23	133.70	133.70 133.70
Groot	GROOT INDUS	STR	IES, iNC.					VENDO	R TOTAL:	461.28
	10145371T09 0		Sunshine Garbage	10020052630	02/02/23		24517	02/03/23	1,642.34	895.24 895.24

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		M DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	10146037T098	Freedom Garbage	10020052630	02/02/23		24517	02/03/23	1,642.34	747.10 747.10
	10146314T098 01		20020052630	02/07/23		24537	02/17/23	316.77	316.77 316.77
IAPD	Illinois Ass	ociation of					VENDOR	TOTAL:	1,959.11
	DirSearch232		10010051580	02/13/23		24538	02/17/23	4,245.00	4,245.00
ICE Mill	ICE MILLER I	LP					VENDOR	TOTAL:	4,245.00
	01-2190843	attorney professional service:	s 10010051570	02/17/23		24539	02/17/23	1,080:00	1,080.00 1,080.00
IL OFFIC	Office of th	e State Fire					VENDOR	TOTAL:	1,080.00
		Freedom Boiler Inspection Liberty Boiler Inspection	10010054720 20010054720	01/18/23		24518	02/03/23	140.00	140.00 70.00 70.00
Konica	Konica Minol	ta					VENDOR	TOTAL:	140.00
		. rec paper usage . admin paper usage	20010052617 10010052617	02/13/23		2 <b>4</b> 540	02/17/23	156.33	75.79 68.29 7.50
		rec paper usage damin paper usage	20010052617 10010052617	02/13/23		24540	02/17/23	156.33	80.54 61.91 18.63
KONICA	KONICA MINOI	TA					VENDOR	TOTAL:	156.33
	41578503	. Proksa printer lease and ins.	20010052650	01/31/23		24519	02/03/23	152.28	152.28 152.28
LAWNDALE	LAWNDALE NEV	vis					VENDOR	TOTAL:	152.28
	834825	. Notice in Paper	10010052611	01/25/23		24520	02/03/23	70.00	70.00 70.00

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VENDOR #	INVOICE #  ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
NICOR	Nicor Gas					VENDO	R TOTAL:	70.00
	Feb 23- PP 01 Proksa Natural Gas	20020052637	01/19/23		24521	02/03/23	3,759.41	536.05 536.05
	Feb 23-FP 01 Freedom Natural Ga	10020052637	01/19/23		24521	02/03/23	3,759.41	549.20 549.20
	Feb 23-LB 01 Liberty Natural Ga	20020052637	01/19/23		24521	02/03/23	3,759.41	1,706.93 1,706.93
	Feb 23-LL 01 Liberty Lot Natura	L Gas 20020052637	01/19/23		24521	02/03/23	3,759.41	167.26 167.26
	Feb 23-SP 01 Sunshine Natural G	10020052637	01/19/23		24521	02/03/23	3,759.41	799.97 799.97
	March 23 - FP 01 Freedom Natural Ga	10020052637	02/14/23		24541	02/17/23	3,286.10	495.33 495.33
	March 23 - LB 01 Liberty Natural Ga	20020052637	02/14/23		24541	02/17/23	3,286.10	1,276.44 1,276.44
	March 23 - LL 01 Liberty Lot Natura	L Gas 20020052637	02/14/23		24541	02/17/23	3,286.10	169.62 169.62
	March 23 - PP 01 Proksa Park Natura	L Gas 20020052637	02/14/23		24541	02/17/23	3,286.10	455.94 455.94
	March 23 - SP 01 Sunshine Natural G	as 10020052637	02/14/23		24541	02/17/23	3,286.10	888.77 888.77
NOVOTNY	FRANK NOVOTNY & ASSOCS, INC					VENDO	R TOTAL:	7,045.51
	#1 01 Liberty Assessment	43000051592	01/25/23		24522	02/03/23	2,575.50	450.50 450.50
	3 01 Proksa Park Improv	ements 41000056830	01/25/23		24522	02/03/23	2,575.50	2,125.00 2,125.00
OFFICE D	ODP BUSINESS SOLUTIONS, LLC					VENDO	R TOTAL:	2,575.50
	273678136001 01 jck folder and ton	er 10010055790	02/02/23		24523	02/03/23	297.40	154.27 154.27

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VENDOR #		DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	280352520001 01	case of copy paper	10010055790	02/02/23		24523	02/03/23	297.40	52.99 52.99
		office supplies for Freedom office supplies for Proksa		02/02/23		24523	02/03/23	297.40	73.85 42.69 31.16
	283420752001 01	Office Supplies for Freedom	10010055790	02/02/23		24523	02/03/23	297.40	16.29 16.29
	2907188200 <b>1</b> 01	Envelopes	10010055790	02/14/23		24542	02/17/23	33.69	33.69 33.69
PDRMA	Park District	Risk Management					VENDO	R TOTAL:	331.09
	0123066H 01 02	monthly contribution monthly contribution	10010050510 20010050510	01/31/23		24524	02/03/23	13,600 43	13,600.43 6,800.21 6,800.22
PEST PRE	Pest Prevent	Inc.					VENDO	R TOTAL:	13,600.43
		Quarterly Pest Control Quarterly Service	10020053665 20020053665	01/31/23		24525	02/03/23	300.00	300.00 150.00 150.00
PFM Fina	PFM Financial	Services					VENDO	R TOTAL:	300.00
	02 03 04 05 06 07 08	memory storage marketing software pre-k holiday party Athletic League Mgmt. IPRA membership paint supplies for proksa paint supplies Futsal goals Futsal goals parking at IPRA conf.	20010055761 20010055761 20040052607 20090052643 20010054700 20020055762 20020055762 20090053750 20090053750 20010054700	02/17/23		24543	02/17/23	4,733.20	2,820.83 19.99 1,019.88 14.10 799.00 279.00 33.98 59.92 269.98 269.98 55.00
	Hayes Feb -23 01 02 03		10010052610 10010052610 10010055790 10010055790	02/10/23		24543	02/17/23	4,733.20	459.37 110.74 110.74 32.94 17.99

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VENDOR #	INVOICE #	4 DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM		CHK DATE	CHECK AMT	INVOICE AMT/
	06 07 08	3	10010055790 10010055790 10010054720 10010052610 10010055790	02/10/23			02/17/23		459.37 41.98 41.58 30.00 14.50 58.90
	02	playground safety course playground safety course U of I crop science	10020054715 10020054715 10020054715	02/10/23		24543	02/17/23	4,733.20	1,453.00 704.00 704.00 45.00
REGIONAL	Regional Truc	ck Equipment Co.					VENDOR	R TOTAL:	4,733.20
	59032	repairs on plow	10020053655	01/18/23		24526	02/03/23	26779	267.79 267.79
SEAWYSUP	Seaway Supply	v co.					VENDOF	R TOTAL:	267.79
	192074	tissue paper, cleaner	20020055762	02/17/23		24544	02/17/23	777.08	777.08 777.08
SPRINT	SPRINT WIRELE	ESS					VENDOR	TOTAL:	777.08
			10010052644 20010052644	02/07/23		24545	02/17/23	142.23	142.23 102.23 40.00
						TOTA	VENDOF	R TOTAL:	142.23 54,475.72

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

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FOR FUND: `Corporate

FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Administration	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Administration	0.00	24,516.67	100.0	0.00	0.00	52,915.24	100.0
Buildings & Grounds	0.00	27,760.55	100.0	0.00	0.00	55,827.15	100.0
TOTAL EXPENSES	0.00	52,277.22	100.0	0.00	0.00	108,742.39	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES	0.00	0.00 52,277.22	0.0	0.00	0.00	0.00 108,742.39	0.0 100.0
SURPLUS (DEFICIT)	0.00	(52,277.22)	100.0	0.00	0.00	(108,742.39)	100.0

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 2 F-YR: 23

FOR FUND: Scholarship Fund FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

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FOR FUND: Recreation

FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
General Recreation	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Early Childhood	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Day Camp	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Wading Pool	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Concessions	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Sports Leagues	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Special Events	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Volunteers	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Active Adults 50+	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Facility Rentals	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Little League	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Adult Programs	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Youth Programming	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Lacrosse	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
Administration	0.00	19,548.98	100.0	0.00	0.00	41,420.29	100.0
Building & Grounds	0.00	11,513.61	100.0	0.00	0.00	22,079.79	100.0
General Recreation	0.00	6,000.40	100.0	0.00	0.00	14,236.27	100.0
Early Childhood	0.00	2,547.35	100.0	0.00	0.00	3,293.10	100.0
Day Camp	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Wading Pool	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Concessions	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Sports Leagues	0.00	1,957.71	100.0	0.00	0.00	1,957.71	100.0
Special Events	0.00	129.94	100.0	0.00	0.00	695.76	100.0
Volunteers	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Active Adults 50+	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Facility Rentals	0.00	149.63	100.0	0.00	0.00	149.63	100.0
Little League	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Adult Programs	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Youth Programming	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Lacrosse	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	41,847.62	100.0	0.00	0.00	83,832.55	100.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	41,847.62	100.0	0.00	0.00	83,832.55	100.0
SURPLUS (DEFICIT)	0.00	(41,847.62)	100.0	0.00	0.00	(83,832.55)	100.0

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 4 F-YR: 23

FOR FUND: Social Security
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	3,230.24	100.0	0.00	0.00	6,316.01	100.0
TOTAL EXPENSES	0.00	3,230.24	100.0	0.00	0.00	6,316.01	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 3,230.24 (3,230.24)	0.0 100.0 100.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 6,316.01 (6,316.01)	0.0 100.0 100.0

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 5 F-YR: 23

FOR FUND: IMRF

FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	3,609.27	100.0	0.00	0.00	7,067.23	100.0
TOTAL EXPENSES	0.00	3,609.27	100.0	0.00	0.00	7,067.23	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 3,609.27 (3,609.27)	0.0 100.0 100.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 7,067.23 (7,067.23)	0.0 100.0 100.0

BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 6 F-YR: 23

FOR FUND: Liability
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	31,927.36	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	31,927.36	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 31,927.36 (31,927.36)	0.0 100.0 100.0

BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 7 F-YR: 23

FOR FUND: Audit

FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 8 F-YR: 23

FOR FUND: Police

FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI~ ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	2,778.00	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	2,778.00	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 2,778.00 (2,778.00)	0.0 100.0 100.0

BERWYN FARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 9 F-YR: 23

FOR FUND: Special Recreation
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	35,890.00	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	35,890.00	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 35,890.00 (35,890.00)	0.0 100.0 100.0

BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 10 F-YR: 23

FOR FUND: Debt Service

FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0

BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 11 F-YR: 23

FOR FUND: Capital Projects 2019
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	2,125.00	100.0	0.00	0.00	90,844.11	100.0
TOTAL EXPENSES	0.00	2,125.00	100.0	0.00	0.00	90,844.11	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 2,125.00 (2,125.00)	0.0 100.0 100.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 90,844.11 (90,844.11)	0.0 100.0 100.0

BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 12 F-YR: 23

FOR FUND: Capital Development Fund FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	85,090.00	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	85,090.00	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 85,090.00 (85,090.00)	0.0 100.0 100.0

PAGE: 13 BERWYN PARK DISTRICT F-YR: 23 TIME: 11:54:47 SUMMARIZED REVENUE & EXPENSE REPORT ID: GL480000

FOR FUND: Liberty Capital Development FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	450.50	100.0	0.00	0.00	450.50	100.0
TOTAL EXPENSES	0.00	450.50	100.0	0,00	0.00	450.50	100.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 450.50 (450.50)	0.0 100.0 100.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 450.50 (450.50)	0.0 100.0 100.0

BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT PAGE: 14 F-YR: 23

FOR FUND: Working Cash
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT)	0.00 0.00 0.00	0.00 0.00 0.00	0.0 0.0 0.0	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0. 0 0. 0 0. 0

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 15 F-YR: 23

FOR FUND: General Fixed Assets
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE	
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0	

#### BERWYN PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 16 F-YR: 23

FOR FUND: General Long Term Debt FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0

BERWYN PARK DISTRICT PAGE: 17 F-YR: 23 SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
TOTAL MUNICIPAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL MUNICIPAL EXPENSES	0.00	103,539.85	100.0	0.00	0.00	452,938.15	100.0
SURPLUS (DEFICIT)	0.00	(103, 539.85)	100.0	0.00	0.00	(452,938.15)	100.0



#### February 2023, Interim Director's Report-Cindy Hayes

- We have multiple new employees that have joined the Berwyn Park District.
   Nicole Collier-Program and Special Events manager
   Carlos DeLeon- Seasonal Maintenance Worker
   Elliot Fleege-Volleyball Instructor
   Brittany Nepomuck- Marketing Manger
   Adriana Wells-Customer Service Representative
   Alan Leach- Maintenance Worker has resigned as of 2/17/2023
   We currently have Maintenance Worker, Horticulturist, and Preschool Aide positions open.
- 2. We have received the reimbursement check of \$85,000 from the MWRD Grant.
- The preliminary portion of the audit is complete. We are currently working on gathering
  information for the final audit process which begins in March. Board members should be
  receiving a Fraud Rick Assessment by email from Sikich.
- 4. Berwyn Western completed repairs to both indoor bathrooms at the Freedom Admin Building. They replaced PVC pipe from the HVAC unit in the loft at the Sunshine Maintenance Building. They are giving us an estimate on the drinking fountains at all the parks.
- 5. Thermoflo completed the yearly inspection and serviced the generator at Liberty. It passed.
- 6. Chicago Backflow Inc. performed their yearly inspection on RPZ valves at all buildings. All passed.
- 7. I am completing the PDRMA Workers' Compensation Payroll Audit. This information determines the 2024-member contribution.
- 8. I am currently completing the ACA reports for both IRS and mailings for employees.





# IAPD JOINT LEGISLATIVE COMMITTEE WSSRA & Park District of Forest Park Hosts The 2023 Legislative Breakfast

Dear WSSRA Partner,

The Illinois Association of Park Districts Joint Legislative Committee is hosting a legislative breakfast program in numerous legislative districts around the state. The purpose of these breakfasts is to bring together your local legislators and park commissioners to discuss issues that will be debated throughout this next legislative session. These breakfasts can be very beneficial in identifying issues of concern to park, forest and conservation districts throughout Illinois.

We believe that any opportunity that we can create for locally elected commissioners to meet with state legislators improves the communication and allows for the legislators to be more aware of issues that impact the quality of life within the districts they serve.

#### Representatives from the following agencies have been invited to this event:

Berwyn Park District
Park District of Forest Park
Park District of Forest Park
Park District of Franklin Park
Village of Elmwood Park
Village of Harwood Heights
North Berwyn Park District
Village of North Riverside
Park District of Oak Park
Village of Riverside

The legislative breakfast will be held on *Friday, March 17, 2023, from 11:00am - 12:30pm* at the Park District of Forest Park's main building located at 7501 Harrison in Forest Park, Illinois.

Please RSVP by Wednesday, March 8, 2023, by calling Marianne Birko, WSSRA Executive Director at 847.455.2100 or e-mail marianneb@wssra.net to indicate your interest in participating in this Legislative Brunch. Please also pass this invite to colleagues, board members and local officials who may be interested in joining us. Hope to see you there.

Sincerely,

Marianne Birko, CTRS, CPRP

Marianne Eigles

WSSRA

**Executive Director** 

Jackie Iovinelli

Park District of Forest Park

Josephi J. Dormeli

**Executive Director** 

Join WSSRA, the Park District of Forest Park and their partners,

Berwyn Park District
Park District of Forest Park
Park District of Franklin Park
Norridge Park District
North Berwyn Park District
Park District of Oak Park

River Forest Park District
Veterans Park District
Village of Elmwood Park
Village of Harwood Heights
Village of North Riverside
Village of Riverside

for the

IAPD JOINT LEGISLATIVE COMMITTEE BREAKFAST

Friday, March 17, 2023
11:00am at the
Park District of Forest Park
7501 Harrison in Forest Park, Illinois

## **AGENDA**

Social and Refreshments

Welcome, Call to Order, Brief Opening Remarks

Introduction of Legislators and Districts Present

Brief Comments from a Member of the Joint Legislative Committee

Remarks by Legislators

Adjournment

Estimated time of gathering is 1 hour and 30 minutes





(847) 455-2100 wssra.net



(708) 866-7667 www.pdofp.org

#### BERWYN PARK DISTRICT DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 21st day of February, 2023, by and between the BERWYN PARK DISTRICT, a General Park District, incorporated in Cook County, Illinois, pursuant to the Illinois Park District Code, 70 ILCS 1205, *et seq.* (hereinafter called "District"), and CATHY FALLON (hereinafter called "Director") (hereinafter called "Agreement").

WHEREAS, the District desires to secure and retain the services of CATHY FALLON as the Executive Director of the District ("Director");

WHEREAS, the District wants to establish an employment relationship with the Director and to provide certain compensation, benefits, and other conditions of employment to the Director;

WHEREAS, the District also desires to provide opportunity and support for the continual work of the Director in the ongoing projects and priorities of the daily operations of the District and in carrying out the Board of Commissioners' initiatives; and

WHEREAS, the District wants to provide just means for terminating the Director's services; and

WHEREAS, the Director desires to accept employment as Executive Director with the District under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained, the District agrees to employ the Director and the Director agrees to accept employment with the District from March 13, 2023, upon the following terms and conditions:

- 1. **Employment.** The Director is hereby employed on a full-time basis as the Executive Director of the District and shall report to the Board of Commissioners of the District (hereinafter called "Board").
- 2. **Term of Employment.** The term of this Agreement shall be for a period of two years, commencing on March 13, 2023, and terminating on March 12, 2025, superseding any and all previous written and oral discussions. This Agreement shall be automatically renewed at the end of the two-year period for a one-year term, unless the District and/or the Director give at least 90 days' written notice of that party's intent not to renew or unless the Agreement is sooner terminated as hereinafter provided or as otherwise agreed by the parties.

#### 3. **Duties.**

a. The Director shall have administrative authority over the District and its personnel and she shall perform the functions and duties of the Director as specified in and in accordance with the District's ordinances and policies and state statutes. In addition, the Director shall perform such other legally permissible and proper duties and functions as the Board (by majority vote or consensus) shall, from time to time assign as deemed necessary for the efficient operations of the

District. Furthermore, the Director shall attend appropriate community functions, professional meetings, and applicable continuing education and training sessions at the local, state and national level as directed or approved by the Board, with the pre-approved and reasonable expenses of such attendance to be borne by the District, as provided for by this Agreement hereinafter. Attendance at such meetings shall not be charged against vacation time.

- b. Director shall perform all job duties as Director full-time and at a satisfactory performance level, but with flexibility in her work schedule, provided such flexibility does not unreasonably interfere with normal interactions with co-workers, customers, or the Board; and provided:
  - i. The Director's schedule does not adversely affect the ability of other District employees to perform their jobs;
  - ii. The Director assures her accessibility to co-workers who maintain the District's regular working schedule; and
  - iii. Director performs only official duties and not to outside employment business while on work status.
- 4. **Compensation.** The District shall pay the Director and the Director shall accept from the District in full payment for her services hereunder, the annual salary of One Hundred Thirty-Five Thousand \$135,000.00 Dollars payable in equal bi-weekly installments. As decided by the Board within its discretion, the Director is eligible for bonuses, annual merit salary increases, and designated annual percentage increases to salary. The District agrees the Director's annual salary shall not be decreased at any time during the term of this Agreement.
- 5. **General Benefits and Reimbursable Expenses and Allowances.** The Director shall be entitled to all of the regular benefits afforded to employees of the District from time to time, and such additional benefits as may be approved by the District Board, including but not limited to such insurance coverage, leave and training as is set forth in the Personnel Policies of the District, based on the service and tenure guidelines set forth therein. The Director shall be entitled to accrual of twenty (20) vacation days per contract year. In addition thereto if not included therein, the Director shall be entitled to the following benefits:
- a. The District shall reimburse the Director for necessary and reasonable District related business expenses incurred by the Director in the performance of her duties hereunder, such as travel costs, professional fees, charges/expenses to attend District-related functions or events, and other District business related expenses. Such reimbursements shall be made in accordance with applicable policies and procedures of the District and shall include attendance at the annual National Park and Recreation Association and Illinois Association of Park Districts/Illinois Association of Park District conference.
- b. The Director shall be reimbursed for business use of her personal vehicle at the IRS standard mileage rate. For purposes of this subsection, "business use" does not include mileage attributable to commuting between the Director's home and Berwyn Park District work locations.

- c. The District shall provide the Director a laptop computer for her use during the term of this Agreement. The Director is expected to be reachable by telephone during non-business hours and, thus, shall be provided a cellular telephone and service, or a monthly stipend if security protocols allow, for her use during her employment.
- 6. **Evaluation.** The Board shall annually conduct an evaluation meeting during which the Director and the Board will review the Director's performance. The Board then will provide the Director with a written evaluation of her performance. In addition, the Board will meet the Director approximately six (6) months after each written evaluation to provide an interim review of the Director's performance.

#### 7. Termination.

a. <u>Mutual Authority to Terminate</u>. The District and the Director may jointly terminate this Agreement at any time, under such terms and conditions upon which they may agree in writing.

#### b. The Director's Authority to Terminate.

The Director shall have the right to terminate this Agreement at any time by providing the District with a minimum of ninety (90) days written notice in accordance with the notice provision below, or such shorter period of time as agreed to by the District, prior to the effective date of termination. The Director shall be entitled to compensation and benefits provided in this Agreement only for the period of time she continues to perform work for the District in accordance with this Agreement.

#### c. The District's Authority to Terminate.

- i. The District may terminate the Director's employment and this Agreement without cause at any time during the term hereof by written notice prior-approved by not less than the affirmative vote of 4/5 of the board members then holding office, in accordance with the notice provision below, specifying the effective date of termination and delivered to the Director no less than ten (10) days prior to such effective date. In the event of such termination, the District shall pay to the Director severance pay in the amount equal to three month's salary and benefits. As a condition precedent to receiving the severance pay under this provision, the Director shall execute an appropriate general release of claims.
- ii. The District shall have the right to terminate this Agreement for cause at any time by written notice to the Director specifying the effective date of termination. For purposes hereof, termination "for cause" shall mean termination on account of:
  - i. The commission of fraud by the Director;
  - ii. The commission of a crime (other than a minor traffic offense) by the Director;
  - iii. The failure or refusal of the Director to perform the duties or observe the obligations provided for in this Agreement in any material way, after written

- notice by the Board thereof and failure to remedy the deficiency(ies) within a three-month period of time or such longer period of time as deemed reasonable by the Board in its discretion;
- iv. The failure or refusal of the Director to follow or observe in any material way the decision(s) or policy(ies) of the District or its Board, after written notice by the Board thereof and failure to remedy the deficiency(ies) within a three-month period of time or such longer period of time as deemed reasonable by the Board in its discretion.
- v. Commission of "misconduct", (as that term is defined in the Illinois Government Severance Pay Act), by the Director.

Notwithstanding the foregoing, except for termination as the result of a conviction of a felony under State or Federal Law, conviction of a misdemeanor involving moral turpitude or official misconduct as defined under State Law, death, or disability that prevents the Director from performing the essential functions of her job with reasonable accommodation following the expiration of any disability leave required to be given to District employees under the District's personnel policy manual or under applicable law, the Board shall not terminate the employment of the Director without having first given her a written statement of the reasons for the termination of her employment and affording him a reasonable opportunity to respond in writing, or in person at a closed session of the Board, to the reasons given for the termination of her employment. The Director will have no right to appeal from any such termination, but reserves all other rights and remedies available to him under law not inconsistent with the terms of this Agreement. If terminated for cause, the Director shall not be eligible to receive severance pay.

- 8. **Automatic Causes for Termination.** Except as may be provided by law this Agreement shall automatically terminate in the event of the Director's death during the term of this Agreement. In such an event of the Director's death, the District shall pay to the Director's estate, the Director's salary, any expenses required to be reimbursed pursuant to this Agreement, and any earned, but unused vacation time, through the end of the month in which the Director's death shall have occurred. The District shall thereafter have no further obligations under this Agreement.
- 9. **Amendment and Waiver**. Any provision of this Agreement may be altered or amended in writing signed by both parties hereto and setting forth alteration or amendment, without affecting the obligations created by the other provisions of this Agreement. The parties agree that the failure to enforce any provision hereof shall not constitute a waiver thereof or serve as a bar to subsequent enforcement thereof.
- 10. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless be deemed valid, legal, enforceable, continuing and binding.
- 11. **Notices.** All notices hereunder shall be deemed to be sufficient if in writing and sent by registered or certified mail to the then chairman of the Board, addressed to her respective current

home mailing address; and to the Director at her then current mailing address or such other address as he may designate by like notice in writing.

- 12. **Approval By Board.** The Board represents that it has adopted and approved this Agreement in accordance with the applicable laws of the State of Illinois.
- 13. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof, and no oral agreement shall cancel or vary the terms of this Agreement. All prior or contemporaneous negotiations, understandings and agreements are superseded by this Agreement and are merged herein.
- 14. **Miscellaneous Provisions.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois as applicable to agreements made and performed entirely within Illinois. Any legal action related to this Agreement shall be brought only in an appropriate court sitting in the State of Illinois. All rights and obligations hereunder shall inure to the benefit of the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed and executed this Agreement on the date reflected above.

# BERWYN PARK DISTRICT EXECUTIVE DIRECTOR Cathy Fallon By: President

Attest:\_\_\_\_\_\_
Secretary