

Berwyn Park District  
Monthly Board Meeting  
Freedom Park Administration Building  
3701 Scoville Ave. Berwyn, IL  
July 18, 2023, at 6:00pm

Agenda

- I. Call to Order – Roll Call of Commissioners (action)
- II. Pledge of Allegiance
- III. Adoption of Agenda (action)
- IV. Acceptance of Minutes (action)
  - a. June 20, 2023, Board Meeting Minutes
- V. Public Comments
- VI. Correspondence
- VII. Financial Report
- VIII. Agency Report
- IX. West Suburban Special Recreation Association (WSSRA)
- X. Unfinished Business
  - a. Master Plan Proposal (action)
  - b. Policy Manual Section 1 Approval (action)
- XI. New Business
- XII. Master Plan
- XIII. Government Efficiency Committee
- XIV. Commissioners Comments
- XV. Executive Session
  - a. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees.
  - b. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
  - c. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06
  - d. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- XVI. Adjournment (action)

The next regular scheduled meeting of the Board of Commissioners is August 15, 2023, at 6:00pm at Proksa Park Activity Center.

The next Committee meeting of the Board of Commissioners is August 1, 2023, at 4:30pm at Freedom Park Administration Building.

Persons with disabilities requiring reasonable accommodation to participate in this meeting should contact Director Fallon at 708-788-1701, at least 48 hours prior to the meeting.

**BOARD OF COMMISSIONERS**

Brian Brock, President  
Zachary Taylor, Treasurer  
Gretchen Kostelny, Commissioner

Ana Espinoza, Vice President  
Mario Manfredini, Secretary



Minutes of Monthly Board Meeting  
Berwyn Park District  
June 20<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 6:00pm by President Brian Brock.

Commissioners in attendance: President Brian Brock, and Mario Manfredini.

Via phone: Gretchen Kostelny and Zachary Taylor.

Staff in attendance: Cathy Fallon (Executive Director), and Cindy Hayes (Superintendent of Finance and HR).

A motion was made by Manfredini, seconded by Brock to allow Taylor to attend via phone. Motion unanimously carried.

A motion was made by Brock, seconded by Manfredini to excuse Ana Espinoza and allow Gretchen Kostelny to attend via phone when she is able to call in. Motion unanimously carried.

**Agenda:** A motion made by Brock, seconded by Manfredini to approve the agenda. Motion unanimously carried.

**Minutes:** A motion made by Brock, seconded by Manfredini to approve the minutes from the May 16<sup>th</sup>, 2023, Board Meeting and June 6<sup>th</sup>, 2023, Committee Meeting. Motion unanimously approved.

**Public Comments:** no comments.

**Correspondence:** There was a public comment on the Facebook group, Berwyn Connections, regarding how Proksa Park looks. Commissioner Kostelny responded to the post.

**Financial Report:** The total investments as of May 31<sup>st</sup>, 2023, are \$1,420,001.35. The Republic money market account was removed from the schedule of investment page and is reflected in the Treasurer's Report. A motion was made by Manfredini, seconded by Brock to approve June's payables \$68,817.81 and May's payroll \$69,438.43 for a total of \$138,256.24. Roll call: Brock-Aye, Manfredini- Aye, and Taylor- Aye. Motion carried.

**Agency Report:** Report given by Executive Director Fallon is included in the packet. The end of the season Soccer Banquet was attended by about 300 people. The first concert and the first movie of the summer season was completed by the recreation department. The water fountains are turned on at Sunshine Park, Freedom Park and Karban Park. The maintenance department is currently working on the fountains at Proksa Park. Director Fallon is reaching out to the person who previously worked on the installation of the pond to troubleshoot the water system. Flowers have been planted at Serenity Park, Karasek Park and partially completed at Freedom Park. The flowers for Mraz Park are on backorder. Director Fallon is looking at the tree initiative report to see what the next steps are.

Commissioner Kostelny attended via phone at 6:13pm.

**West Suburban Special Recreation Association (WSSRA):** received a grant of 2.5 million dollars to help with the cost of a new facility in Forest Park.

**Unfinished Business:** The District needs to have a resolution for the Government Efficiency Committee. The webinar that is scheduled for next week will address the specifics of what is needed for this committee.

Master Plan-Hitchcock is working on a detailed cost plan for the board. Attorney Mike Roth would like to review the contract before it is presented to the board.

**New Business:** no new business.

**Commissioners' Comments:** Commissioner Manfredini spoke with Mayor Lovero about the park district having a collaborative master plan with the City of Berwyn. He would be interested in hearing more about this idea.

Meeting Dates: July 18<sup>th</sup>, 2023-Regular Board Meeting at the Liberty Cultural Center at 6:00pm. August 1<sup>st</sup>, 2023- Committee Meeting at the Freedom Admin Building at 4:30pm.

**Executive Session:** no executive session.

**Adjournment:** A motion was made by Manfredini seconded by Brock to adjourn at 6:27pm. Motion unanimously carried.

Attested to by:

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President: Brian Brock

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Recording Secretary: Cynthia Hayes

**DATE:** 07/18/2023  
**TO:** The Board of Commissioners  
**FROM:** Cindy Hayes, Superintendent of Finance and HR  
**RE:** Financial Report

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- A. July 2023 Payables / Payroll and Payroll Liabilities (Action Roll Call)
- B. Treasurer's Report
- C. General Ledger (GL) Report
- D. Schedule of Investments
- E. Scholarship Report

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**DATE:** 07/14/2023  
**TO:** The Board of Commissioners  
**FROM:** Cindy Hayes  
Superintendent of Finance and HR  
**RE:** Accounts Payable and Payroll -Treasurer's Report

**FINANCE**

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**July 2023 Payables:**

\$105,671.74

**Payroll/Payroll Liabilities:**

6/9/2023 \$35,570.15

6/23/2023 \$42,046.08

**total:** \$77,616.23

I motion to approve the July 2023 payables in the amount of \$105,671.74 and June 2023 Payroll in the amount of \$77,616.23 for a total of \$183,287.97

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
ACEHARD	Berwyn Ace Hardware								
38935/1	01	plug	10020053660	06/20/23		24731	07/05/23	31.46	3.49 3.49
38939/1	01	fauct suply line for fountain	10020053660	06/20/23		24731	07/05/23	31.46	9.99 9.99
39004/1	01	faucet suply for drinking	10020053660	06/30/23		24731	07/05/23	31.46	17.98 17.98 0.00
	02	fountains	** COMMENT **						
VENDOR TOTAL: 31.46									
AMALGAMA	Amalgamated Bank of Chicago								
07/01/2023	01	admin fees on bond	31000058915	07/07/23		24754	07/13/23	475.00	475.00 475.00 0.00
	02	07/01/23-06/30/24	** COMMENT **						
VENDOR TOTAL: 475.00									
BER-WATE	City of Berwyn								
400486-07/23	01	Liberty Lot - water usage	20020052639	07/05/23		24755	07/13/23	2,946.36	27.85 27.85
40994-07/23	01	Mraz - water usage	20020052639	07/05/23		24755	07/13/23	2,946.36	446.25 446.25
411886-07/23	01	Freedom - water usage	10020052639	07/05/23		24755	07/13/23	2,946.36	32.07 32.07
413713-07/23	01	Sunshine - water usage	10020052639	07/05/23		24755	07/13/23	2,946.36	101.51 101.51
413740-07/23	01	Proksa - water usage	20020052639	07/05/23		24755	07/13/23	2,946.36	2,213.29 2,213.29
413850-07/23	01	Freedom pool- water usage	10020052639	07/05/23		24755	07/13/23	2,946.36	125.39 125.39
VENDOR TOTAL: 2,946.36									
Berwyn W	Berwyn Western								
111343	01	water heating venting at SP	10020053665	06/20/23		24732	07/05/23	1,318.10	369.00 369.00

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
111344		01 Proksa bathroom - toilet	20020053665	06/20/23		24732	07/05/23	1,318.10	949.10
		02 valve replaced	** COMMENT **						949.10
111475		01 Mraz and Murdock fountain	20020053660	07/13/23		24756	07/13/23	807.80	807.80
		02 repairs	** COMMENT **						0.00
Brady	BradyIFS							VENDOR TOTAL:	2,125.90
8124582		01 gloves, liners, hand cleaner	10020055762	06/29/23		24733	07/05/23	922.57	922.57
		02 toilet tissue, urinal screen	20020055762						461.29
								VENDOR TOTAL:	461.28
BUDDYER	BUDDY BEAR							VENDOR TOTAL:	922.57
113		01 4 lite washes	10020053650	07/10/23		24757	07/13/23	16.00	16.00
Burke	Burke Beverage							VENDOR TOTAL:	16.00
204917		01 1keg of miller lite for rental	20130055456	07/13/23		24758	07/13/23	106.40	106.40
		02 deposit returned	20130055456						136.40
								VENDOR TOTAL:	-30.00
CDS	CDS Office Technologies							VENDOR TOTAL:	106.40
INV1544541		01 IT monthly fees	10010051585	07/10/23		24759	07/13/23	2,403.50	2,403.50
		02	20010051585						1,201.75
								VENDOR TOTAL:	1,201.75
COM	COMCAST CABLE							VENDOR TOTAL:	2,403.50
July 23 - FP		01 Freedom cable and internet	10010052641	06/29/23		24734	07/05/23	227.30	227.30
									227.30
COMCAST	COMCAST BUSINESS							VENDOR TOTAL:	227.30
174484909		01 phones (admin and rec)	10010052641	07/11/23		24760	07/13/23	1,800.86	900.43
		02	20010052641						450.21
								VENDOR TOTAL:	450.22





FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	10811156T098	01 Freedom - garbage	10020052630	07/05/23		24763	07/13/23	1,585.56	373.55 373.55
	10811425T098	01 Liberty - garbage	20020052630	07/05/23		24763	07/13/23	1,585.56	316.77 316.77
							VENDOR TOTAL:		1,585.56
HOLOCAUS	07/12/23	01 day trip to Holocaust Museum	20120052609	06/30/23		24736	07/05/23	300.00	300.00 300.00
ICE Mill	ICE MILLER LLP						VENDOR TOTAL:		300.00
	01-2211068	01 Services rendered through May	10010051570	06/21/23		24737	07/05/23	1,290.00	1,290.00 1,290.00
Konica	Konica Minolta						VENDOR TOTAL:		1,290.00
	9003934544	01 Sunshine paper usage	10010052617	06/29/23		24738	07/05/23	39.19	8.00 8.00 0.00
		02 05/01/2023-05/31/2023	** COMMENT **						
	9009392250	01 Freedom paper usage April 2023	10010052617	06/29/23		24738	07/05/23	39.19	15.19 15.19
	9009394542	01 Sunshine paper usage	10010052617	06/29/23		24738	07/05/23	39.19	8.00 8.00 0.00
		02 03/31/2023-03/31/2023	** COMMENT **						
	9009394543	01 Sunshine paper usage	10010052617	06/29/23		24738	07/05/23	39.19	8.00 8.00 0.00
		02 04/01/2023-04/30/2023	** COMMENT **						
	9009405148	01 Sunshine paper usage	10010052617	07/07/23		24764	07/13/23	261.04	8.00 8.00 0.00
		02 06/01/23-06/30/23	** COMMENT **						
	9009426755	01 Sunshine paper usage	10010052617	07/13/23		24764	07/13/23	261.04	159.07 0.96 8.09 150.02
		02 Liberty paper usage	20010052617						
		03 Freedom paper usage	10010052617						

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
9009426757				07/13/23		24764	07/13/23	261.04	93.97
	01	Sunshine paper usage	10010052617						0.80
	02	Freedom paper usage	10010052617						84.95
	03	Liberty paper usage	20010052617						8.22
KONICA							VENDOR TOTAL:		300.23
42585519				06/29/23		24739	07/05/23	152.28	152.28
	01	proksa printer lease and	20010052650						152.28
	02	insurance	** COMMENT **						0.00
LR							VENDOR TOTAL:		152.28
		LR Landscaping LLC							
		May/June 23		07/07/23		24765	07/13/23	13,620.00	13,620.00
	01	grass cutting 05/29, 06/05,	10020052624						13,620.00
	02	06/12,06/19	** COMMENT **						0.00
MIDW GRO							VENDOR TOTAL:		13,620.00
		MIDWEST GROUNDCOVERS LLC							
I742122				06/29/23		24740	07/05/23	2,662.47	1,468.19
	01	Karasek plants	10020055775						1,468.19
I743297				06/29/23		24740	07/05/23	2,662.47	240.32
	01	Serenity plants	10020055775						240.32
I743298				06/29/23		24740	07/05/23	2,662.47	953.96
	01	Mraz plants	10020055775						953.96
I745863				07/05/23		24766	07/13/23	760.95	575.79
	01	plants for Mraz park	10020055775						575.79
I745864				07/05/23		24766	07/13/23	760.95	185.16
	01	plants for Freedom park	10020055775						185.16
Moran							VENDOR TOTAL:		3,423.42
		F.E. Moran, Inc.							
5066645-1				06/20/23		24741	07/05/23	5,011.47	5,011.47
	01	AC repair at Liberty	43000055750						5,011.47
							VENDOR TOTAL:		5,011.47

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	CHK DATE	CHECK #	CHECK AMT	INVOICE AMT/ ITEM AMT
NCSI								
34849		01 2 background checks	23000052629	07/07/23	07/13/23	24767	37.00	37.00
								37.00
OFFICE D	ODP BUSINESS SOLUTIONS, LLC							
318939975001		01 case of paper for Proksa	20010055790	06/29/23	07/05/23	24742	49.97	49.97
								49.97
PDRMA	Park District Risk Management							
FH23066H		01 monthly contribution	10010050510	06/29/23	07/05/23	24743	15,287.50	15,287.50
		02	20010050510					7,643.70
								7,643.80
PFM Fina	PFM Financial Services							
Fallon - July 23								
		01 postage for part to Skylogix	10010055755	07/12/23	07/13/23	24768	5,117.72	1,589.21
		02 certificate holders for soccer	20030055799					10.95
		03 soccer banquet food	20030055799					23.73
		04 decoration and ballons for	20030055799					1,409.93
								144.60
Gayton - July 23								
		01 daycare welcome	20050055795	07/12/23	07/13/23	24768	5,117.72	694.83
		02 last day of school celebration	20040052607					21.25
		03 ice cream party	20040052607					7.74
		04 bubbles wands for daycamp	20050055795					33.16
		05 dropbox storage	20010052610					11.25
		06 zoom communications	20010052610					19.99
		07 chicago dogs field trip	20050052608					31.98
		08 bowling for summer camp	20050052608					235.00
		09 gas for rental van	20050052625					169.83
		10 parking for camp field trip	20050052625					26.57
		11 aux for movie in the park	20100050489					48.00
		12 happy campers supplies	20050055795					19.77
		13 supplies for garage sale	20100055795					57.38
		14 office supplies	20010055790					8.97
								3.94
Hayes - July 23								
		01 restroom sign	10010055799	07/12/23	07/13/23	24768	5,117.72	820.63
		02 first aid supplies	10020055795					8.99
		03 first aid supplies	10020055795					22.06
		04 first aid supplies	10020055795					322.17
								58.30

VENDOR TOTAL:

VENDOR TOTAL:

VENDOR TOTAL:

VENDOR TOTAL:

VENDOR TOTAL:

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
		Hayes - July 23		07/12/23		24768	07/13/23	5,117.72	820.63
		05 memo notepads	10010055790						10.85
		06 deposit slips	10010055790						189.37
		07 SDS binders	10010055790						79.97
		08 table covers for soccer	20030055799						53.99
		09 banquet	** COMMENT **						0.00
		10 balloon weights for soccer	20030055799						27.00
		11 athletic field spray paint	20020053661						94.30
		12 tax reimbursement on labor	10010054720						-46.37
		13 law posters	** COMMENT **						0.00
		Roberts - July 23		07/13/23		24768	07/13/23	5,117.72	2,013.05
		01 sand and soil	10020053660						177.21
		02 soil, hose, gloves	10020053660						379.08
		03 coupling	10020053660						10.89
		04 valve for fountain	10020053660						1.45
		05 returned water hose	10020053660						-139.96
		06 deposit fo sod cutter	10020052620						150.00
		07 sod cutter rental	10020052620						913.84
		08 soil and supplies	10020053660						515.67
		09 fountain part	10020053660						4.87
PIW		Pierini Iron Works INC						VENDOR TOTAL:	5,117.72
	21095			06/30/23		24744	07/05/23	739.50	739.50
		01 general & preventative work	10020053665						739.50
		02 on steel rolling doors at	** COMMENT **						0.00
		03 Sunshine	** COMMENT **						0.00
PMP		Perfect Mulch Products						VENDOR TOTAL:	739.50
	31692			06/29/23		24745	07/05/23	2,683.00	2,683.00
		01 mulch	20020053660						2,683.00
R0003606		Deborah Wroblewski						VENDOR TOTAL:	2,683.00
	86927			06/20/23		24747	07/05/23	52.00	52.00
		01 Four Winds refund - Cancelled	20120041421						52.00
R0003607		Janice Palucci						VENDOR TOTAL:	52.00
	86925			06/20/23		24748	07/05/23	50.00	50.00
		01 Four Winds refund - cancelled	20120041421						50.00

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
R0003608	Edward Espinoza							50.00
	86923	01 Four Winds refund - cancelled	20120041421	06/20/23	24749	07/05/23	50.00	50.00
								50.00
R0003609	Thomas Brandsness							50.00
	86920	01 Four Winds refund - cancelled	20120041421	06/20/23	24750	07/05/23	100.00	100.00
								100.00
R0003610	Judith Vlack							100.00
	08926	01 Four Winds refund - low enrollment	20120041421	07/05/23	24753	07/05/23	50.00	50.00
								50.00
								0.00
R0003611	Gloria Rodela							50.00
	87089	01 refund for break dancing class	20160041411	07/10/23	24769	07/13/23	90.00	90.00
								90.00
R0003612	Dorothy Dooley							90.00
	87230	01 Refund for Sawmilly	20120041421	07/10/23	24770	07/13/23	15.00	15.00
								15.00
R0003613	Judith Vlack							15.00
	87085	01 refund for Hardware Restaurant	20120041421	07/10/23	24771	07/13/23	20.00	20.00
								20.00
R0003614	Leslie Jimenez							20.00
	87128	01 refund for Soccer ID Camp	20090041411	07/10/23	24772	07/13/23	250.00	250.00
								250.00

VENDOR TOTAL: 50.00

VENDOR TOTAL: 50.00

VENDOR TOTAL: 100.00

VENDOR TOTAL: 100.00

VENDOR TOTAL: 50.00

VENDOR TOTAL: 90.00

VENDOR TOTAL: 15.00

VENDOR TOTAL: 20.00

VENDOR TOTAL: 250.00

BERWYN PARK DISTRICT  
PAID INVOICE LISTING

FROM 07/01/2023 TO 07/31/2023

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	CHK DATE	CHECK #	CHECK AMT	INVOICE AMT/ ITEM AMT
SBSD100	South Berwyn School Dist 100							
	06/13/2023	01 buses for summer camp field	20050052625	06/29/23	07/05/23	24751	1,139.62	1,139.62
		02 trips	** COMMENT **					1,139.62
								0.00
							VENDOR TOTAL:	1,139.62
Score	Score American Soccer Co.							
	6797329	01 Baseball caps for fall ball	20090055785	07/07/23	07/13/23	24773	1,272.63	1,272.63
								1,272.63
							VENDOR TOTAL:	1,272.63
SIKICH G	Sikich LLP							
	21693	01 professional services	24000051550	07/10/23	07/13/23	24774	2,000.00	2,000.00
								2,000.00
							VENDOR TOTAL:	2,000.00
SPRINT	SPRINT WIRELESS							
	215810797-121	01 ED and maint cellphones	10010052644	07/07/23	07/13/23	24775	173.42	173.42
		02 rec hot spot	20010052644					133.42
								40.00
							VENDOR TOTAL:	173.42
wolfy	Wolfy International Corp							
	2306-0101	01 instructor fee for martial art	20160052605	07/11/23	07/13/23	24776	500.00	500.00
								500.00
							VENDOR TOTAL:	500.00
WSSRA	West Suburban Special							
	Qtr 3 -2023	01 3rd Qtr 2023 Share Payment	26000052645	06/29/23	07/05/23	24752	35,890.00	35,890.00
								35,890.00
							VENDOR TOTAL:	35,890.00
							TOTAL --- ALL INVOICES:	105,671.74

June 2023

Berwyn Park District Treasurer Report

<b>Republic Bank Operating Account</b>		
	<b>Beginning Balance</b>	<b>\$361,246.76</b>
<b>GL's</b>	<b><u>Deposits</u></b>	
10-00-00-40-400	Corp: Taxes	\$211.33
10-00-00-40-405	Corp: Replacement Taxes	
10-00-00-43-455	Corp: Cook County Voting Use	
10-00-00-45-470	Corp: Fines and Fees	
10-00-00-45-471	Corp: Picnic Permits	\$290.00
10-00-00-46-480	Corp: Donations	
10-00-00-48-491	Corp: Interest Income	
10-00-00-49-492	Corp: Miscellaneous Income	
10-00-00-49-493	Corp: Recycling/Salvage	
10-00-00-49-647	Corp: Cell Tower Lease	
20-00-00-40-400	Rec: Taxes	
20-00-00-41-474	Rec: Brochure Ad Fees	
20-00-00-43-455	Rec:Cook County Voting Use	
20-00-00-45-470	Rec: Dog Park Permits	\$40.00
20-00-00-46-480	Rec: Donations	
20-00-00-47-490	Rec: Transfer from Other Funds	
20-00-00-48-491	Rec: Interest Income	
20-00-00-49-492	Rec: Miscellaneous Income	
20-00-00-49-647	Rec: Cell Tower Lease	
20-03-00-41-410	Rec: Program Fees	
20-04-00-41-410	Rec: ECRLP	
20-04-00-41-412	Rec: Tuition	
20-05-00-41-412	Rec: Day Camp Fees	\$1,145.00
20-04-00-41-413	Rec: ECRLP Mini Programs	
20-09-00-41-410	Rec: Adult Sports Fee	
20-09-00-41-421	Rec: Youth Sports Fee	\$295.00
20-09-00-46-489	Rec: Sponsor-Soccer	
20-10-00-41-419	Rec: Spring Events	
20-10-00-46-476	Rec: Brew Fest	
20-10-00-46-477	Rec: Community Events	
20-10-00-46-481	Rec: Safely Spooky	
20-10-00-46-482	Rec: Summer Events	\$225.00
20-10-00-46-483	Rec: Concert Donations	
20-10-00-46-485	Rec: Back to School	
20-10-00-46-486	Rec: Easter Egg Hunt	
20-10-00-46-487	Rec: Fall Events	
20-12-00-41-421	Rec: Senior Activity Fees	\$55.00
20-12-00-41-609	Rec: Senior Social Events	\$45.00
20-13-00-43-450	Rec: Proksa Activity Center Rentals	\$275.00
20-13-00-43-451	Rec:Liberty Center Rentals	\$2,000.00
20-13-00-43-453	Rec: Facility Deposits	\$100.00
20-13-00-43-455	Rec: Athletic Use Permits	\$1,125.00
20-15-00-41-410	Rec: Program Fees Adults	\$24.00
20-16-00-41-410	Rec: Program Fees	\$255.00
20-16-00-41-415	Rec: Program Fees Teens	\$270.00
23-00-00-50-540	Unemployment refund	
	<b><u>Credit Card (P-Card) Bill</u></b>	
	BMO Harris Mastercard	-\$2,244.87
	Costco Credit Card Bill	-\$333.49
	<b><u>Bond and Interest Payment</u></b>	
	Bond Principal	
	Bond Interest	
	<b>Bank Fees</b>	-\$162.34
	<b>Outstanding Checks Cleared/ACH</b>	-\$63,961.39
	<b>Deposits Credited to July</b>	\$70.00
	<b>Transfer to other accounts</b> payroll	-\$42,046.08
	<b>Ending Balance</b>	<b>\$258,923.92</b>

## Berwyn Park District Treasurer Report

<b><u>BMO Harris Credit Card Account</u></b>	
<b>Beginning Balance</b>	<b>\$246,198.57</b>
<b><u>Deposits</u></b>	
GL's	
10-00-00-40-400	Corp: Taxes
10-00-00-40-405	Corp: Replacement Taxes
10-00-00-43-455	Corp: Cook County Voting Use
10-00-00-45-470	Corp: Fines and Fees
10-00-00-45-471	Corp: Picnic Permits
10-00-00-46-480	Corp: Donations
10-00-00-48-491	Corp: Interest Income
10-00-00-49-492	Corp: Miscellaneous Income
10-00-00-49-493	Corp: Recycling/Salvage
10-00-00-49-647	Corp: Cell Tower Lease
20-00-00-40-400	Rec: Taxes
20-00-00-41-474	Rec: Brochure Ad Fees
20-00-00-43-455	Rec: Cook County Voting Use
20-00-00-45-470	Rec: Dog Park Permits
20-00-00-46-480	Rec: Donations
20-00-00-47-490	Rec: Transfer from Other Funds
20-00-00-48-491	Rec: Interest Income
20-00-00-49-492	Rec: Miscellaneous Income
20-00-00-49-647	Rec: Cell Tower Lease
20-03-00-41-410	Rec: Program Fees
20-04-00-41-410	Rec: ECRLP
20-04-00-41-412	Rec: Tuition
20-04-00-41-413	Rec: ECRLP Mini Programs
20-05-00-41-412	Rec: Camp Fees
20-09-00-41-410	Rec: Adult Sports Fee
20-09-00-41-421	Rec: Youth Sports Fee
20-09-00-46-489	Rec: Sponsor-Soccer
20-10-00-41-419	Rec: Spring Events
20-10-00-46-476	Rec: Brew Fest
20-10-00-46-477	Rec: Community Events
20-10-00-46-481	Rec: Safely Spooky
20-10-00-46-482	Rec: Summer Events
20-10-00-46-483	Rec: Concert Donations
20-10-00-46-485	Rec: Back to School
20-10-00-46-486	Rec: Easter Egg Hunt
20-10-00-46-487	Rec: Fall Events
20-12-00-41-421	Rec: Senior Activity Fees
20-12-00-41-609	Rec: Senior Social Events
20-13-00-43-450	Rec: Proksa Activity Center Rentals
20-13-00-43-451	Rec: Liberty Center Rentals
20-13-00-43-453	Rec: Facility Deposits
20-13-00-43-455	Rec: Athletic Use Permits
20-15-00-41-410	Rec: Program Fees Adults
20-16-00-41-410	Rec: Program Fees
20-16-00-41-415	Rec: Program Fees Teens
	<b>Bank Fees</b>
	<b>-\$933.78</b>
	<b>Refunds</b>
	<b>-\$285.00</b>
	credited to May
	-\$845.00
	credited to July
	-\$1,445.00
	control account
	-\$310.00
	<b>Transfer to other accounts</b>
	<b>Ending Balance</b>
	<b>\$269,167.29</b>



Berwyn Park District Treasurer Report

<u>Republic Bank Property Tax Money Market Account</u>		
<b>Beginning Balance</b>		\$353,559.63
<b>Interest</b>		\$987.57
<b>Transfer in</b>		\$0.00
<b>Transfer to other accounts</b>	payroll	-\$35,570.15
<b>Ending Balance</b>		\$318,977.05

<u>Republic Bank Payroll Account</u>		
<b>Beginning Balance</b>		\$1,954.18
<b>Transfer from Money Market Account</b>		\$35,570.15
<b>Transfer from Operating Account</b>		\$42,046.08
<b><i>Payroll/Employee Compensation</i></b>		<b><i>-\$47,810.48</i></b>
<b><u>Payroll Liabilities</u></b>		
Federal, State and FICA Exp		<b><i>-\$20,736.08</i></b>
<b><u>IMRF Payments</u></b>		
Employee Volunteer Contributions		-\$1,065.28
Employer/Employee Contributions		-\$8,004.39
<b>Ending Balance</b>		<b>\$1,954.18</b>

<u>Republic Bank Petty Cash Account</u>		
<b>Beginning Balance</b>		\$4,868.10
<b>Transfer from Operating Account</b>		\$250.00
<b><i>Checks Cleared</i></b>		<b><i>-\$416.83</i></b>
<b>Ending Balance</b>		<b>\$4,701.27</b>

Berwyn Park District Treasurer Report

<b><u>Byline Unemployment Account</u></b>	
<b>Beginning Balance</b>	\$28,000.00
<b>Interest</b>	\$0.00
<b>Transfer in</b>	\$0.00
<b>Transfer to other accounts</b>	\$0.00
<b>Ending Balance</b>	\$28,000.00

FOR FUND: `Corporate  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
<b>REVENUES</b>							
Non Departmental Administration	796,335.00	0.00	100.0	796,335.00	796,335.00	611,520.73	(23.2)
	0.00	0.00	0.0	0.00	0.00	0.00	0.0
<b>TOTAL REVENUES</b>	<b>796,335.00</b>	<b>0.00</b>	<b>100.0</b>	<b>796,335.00</b>	<b>796,335.00</b>	<b>611,520.73</b>	<b>(23.2)</b>
<b>EXPENSES</b>							
Non Departmental Administration	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Buildings & Grounds	378,488.95	19,258.87	94.9	380,089.41	381,423.20	198,842.32	47.8
	197,058.00	32,920.93	83.2	311,105.88	406,146.00	200,102.70	50.7
<b>TOTAL EXPENSES</b>	<b>575,546.95</b>	<b>52,179.80</b>	<b>90.9</b>	<b>691,195.29</b>	<b>787,569.20</b>	<b>398,945.02</b>	<b>49.3</b>
<b>TOTAL FUND REVENUES</b>	<b>796,335.00</b>	<b>0.00</b>	<b>100.0</b>	<b>796,335.00</b>	<b>796,335.00</b>	<b>611,520.73</b>	<b>(23.2)</b>
<b>TOTAL FUND EXPENSES</b>	<b>575,546.95</b>	<b>52,179.80</b>	<b>90.9</b>	<b>691,195.29</b>	<b>787,569.20</b>	<b>398,945.02</b>	<b>49.3</b>
<b>SURPLUS (DEFICIT)</b>	<b>220,788.05</b>	<b>(52,179.80)</b>	<b>(123.6)</b>	<b>105,139.71</b>	<b>8,765.80</b>	<b>212,575.71</b>	<b>2325.0</b>

FOR FUND: Scholarship Fund  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES							
Non Departmental	10,102.00	0.00	100.0	10,102.00	10,102.00	212.22	(97.8)
TOTAL REVENUES	10,102.00	0.00	100.0	10,102.00	10,102.00	212.22	(97.8)
EXPENSES							
Non Departmental	17,100.00	0.00	100.0	17,100.00	17,100.00	50.00	99.7
TOTAL EXPENSES	17,100.00	0.00	100.0	17,100.00	17,100.00	50.00	99.7
TOTAL FUND REVENUES	10,102.00	0.00	100.0	10,102.00	10,102.00	212.22	(97.8)
TOTAL FUND EXPENSES	17,100.00	0.00	100.0	17,100.00	17,100.00	50.00	99.7
SURPLUS (DEFICIT)	(6,998.00)	0.00	100.0	(6,998.00)	(6,998.00)	162.22	(102.3)

FOR FUND: Recreation  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI-ANCE	%
<b>REVENUES</b>								
Non Departmental	533,092.00	0.00	100.0	533,092.00	533,092.00	421,484.70	(20.9)	
General Recreation	125.00	0.00	100.0	875.00	1,500.00	0.00	100.0	
Early Childhood	1,541.67	0.00	100.0	10,791.65	18,500.00	13,557.00	(26.7)	
Day Camp	5,750.00	0.00	100.0	40,250.00	69,000.00	21,660.00	(68.6)	
Concessions	0.24	0.00	100.0	1.68	3.00	0.00	100.0	
Sports Leagues	4,458.34	(250.00)	(105.6)	31,208.30	53,500.00	25,926.37	(51.5)	
Special Events	3,041.76	0.00	100.0	21,292.12	36,501.00	725.00	(98.0)	
Volunteers	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
Active Adults 50+	416.67	(337.00)	(180.8)	2,916.65	5,000.00	1,051.00	(78.9)	
Facility Rentals	5,833.33	0.00	100.0	40,833.27	70,000.00	25,095.00	(64.1)	
Adult Programs	416.67	0.00	100.0	2,916.65	5,000.00	540.00	(89.2)	
Youth Programming	950.00	(90.00)	(109.4)	6,649.96	11,400.00	14,546.00	27.5	
<b>TOTAL REVENUES</b>	<b>555,625.68</b>	<b>(677.00)</b>	<b>(100.1)</b>	<b>690,827.28</b>	<b>803,496.00</b>	<b>524,585.07</b>	<b>(34.7)</b>	
<b>EXPENSES</b>								
Administration	334,968.60	21,779.50	93.4	343,572.56	350,742.60	175,844.61	49.8	
Building & Grounds	131,649.99	12,221.27	90.7	179,469.89	219,320.00	63,177.05	71.1	
General Recreation	15,109.77	8,607.37	43.0	105,768.23	181,317.20	75,785.43	58.2	
Early Childhood	3,301.91	185.40	94.3	23,113.17	39,623.00	13,543.29	65.8	
Day Camp	4,741.85	8,622.96	(81.8)	33,192.63	56,902.00	15,603.76	72.5	
Concessions	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
Sports Leagues	4,583.75	1,297.13	71.7	32,086.21	55,005.00	9,107.48	83.4	
Special Events	4,816.66	28.74	99.4	33,716.54	57,800.00	5,298.29	90.8	
Volunteers	183.33	0.00	100.0	1,283.31	2,200.00	0.00	100.0	
Active Adults 50+	547.92	300.00	45.2	3,835.36	6,575.00	856.00	86.9	
Facility Rentals	2,615.34	405.65	84.4	18,307.26	31,384.00	3,813.44	87.8	
Adult Programs	283.33	0.00	100.0	1,983.31	3,400.00	1,480.00	56.4	
Youth Programming	624.57	500.00	19.9	4,371.95	7,495.00	1,700.40	77.3	
<b>TOTAL EXPENSES</b>	<b>503,427.02</b>	<b>53,948.02</b>	<b>89.2</b>	<b>780,700.42</b>	<b>1,011,763.80</b>	<b>366,209.75</b>	<b>63.8</b>	
<b>TOTAL FUND REVENUES</b>	<b>555,625.68</b>	<b>(677.00)</b>	<b>(100.1)</b>	<b>690,827.28</b>	<b>803,496.00</b>	<b>524,585.07</b>	<b>(34.7)</b>	
<b>TOTAL FUND EXPENSES</b>	<b>503,427.02</b>	<b>53,948.02</b>	<b>89.2</b>	<b>780,700.42</b>	<b>1,011,763.80</b>	<b>366,209.75</b>	<b>63.8</b>	
<b>SURPLUS (DEFICIT)</b>	<b>52,198.66</b>	<b>(54,625.02)</b>	<b>(204.6)</b>	<b>(89,873.14)</b>	<b>(208,267.80)</b>	<b>158,375.32</b>	<b>(176.0)</b>	

FOR FUND: Social Security  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	7,877.91	0.00	100.0	55,145.37	67,514.36	(28.5)
TOTAL REVENUES	7,877.91	0.00	100.0	55,145.37	67,514.36	(28.5)
EXPENSES						
Non Departmental	6,250.00	3,407.84	45.4	43,750.00	30,426.00	59.4
TOTAL EXPENSES	6,250.00	3,407.84	45.4	43,750.00	30,426.00	59.4
TOTAL FUND REVENUES	7,877.91	0.00	100.0	55,145.37	67,514.36	(28.5)
TOTAL FUND EXPENSES	6,250.00	3,407.84	45.4	43,750.00	30,426.00	59.4
SURPLUS (DEFICIT)	1,627.91	(3,407.84)	(309.3)	11,395.37	37,088.36	89.8

BERWYN PARK DISTRICT  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: IMRF  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
Non Departmental	8,580.08	0.00	100.0	60,060.56	73,308.23	(28.8)
TOTAL REVENUES	8,580.08	0.00	100.0	60,060.56	73,308.23	(28.8)
EXPENSES						
Non Departmental	7,500.00	3,210.92	57.1	52,500.00	33,346.26	62.9
TOTAL EXPENSES	7,500.00	3,210.92	57.1	52,500.00	33,346.26	62.9
TOTAL FUND REVENUES	8,580.08	0.00	100.0	60,060.56	73,308.23	(28.8)
TOTAL FUND EXPENSES	7,500.00	3,210.92	57.1	52,500.00	33,346.26	62.9
SURPLUS (DEFICIT)	1,080.08	(3,210.92)	(397.2)	7,560.56	39,961.97	208.3

FOR FUND: Liability  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	4,863.75	0.00	100.0	34,046.21	41,132.54	(29.5)
TOTAL REVENUES	4,863.75	0.00	100.0	34,046.21	41,132.54	(29.5)
EXPENSES						
Non Departmental	4,750.02	37.00	99.2	33,249.90	18,779.93	67.0
TOTAL EXPENSES	4,750.02	37.00	99.2	33,249.90	18,779.93	67.0
TOTAL FUND REVENUES	4,863.75	0.00	100.0	34,046.21	41,132.54	(29.5)
TOTAL FUND EXPENSES	4,750.02	37.00	99.2	33,249.90	18,779.93	67.0
SURPLUS (DEFICIT)	113.73	(37.00)	(132.5)	796.31	22,352.61	1537.5



BERWYN PARK DISTRICT  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: Audit  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	2,086.75	0.00	100.0	14,607.21	18,401.33	(26.5)
TOTAL REVENUES	2,086.75	0.00	100.0	14,607.21	18,401.33	(26.5)
EXPENSES						
Non Departmental	3,083.33	2,000.00	35.1	21,583.27	30,000.00	18.9
TOTAL EXPENSES	3,083.33	2,000.00	35.1	21,583.27	30,000.00	18.9
TOTAL FUND REVENUES	2,086.75	0.00	100.0	14,607.21	18,401.33	(26.5)
TOTAL FUND EXPENSES	3,083.33	2,000.00	35.1	21,583.27	30,000.00	18.9
SURPLUS (DEFICIT)	(996.58)	(2,000.00)	100.6	(6,976.06)	(11,598.67)	(3.0)

BERWYN PARK DISTRICT  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: Police  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	1,470.50	0.00	100.0	10,293.46	12,674.44	(28.1)
TOTAL REVENUES	1,470.50	0.00	100.0	10,293.46	12,674.44	(28.1)
EXPENSES						
Non Departmental	2,250.00	0.00	100.0	15,749.96	6,515.00	75.8
TOTAL EXPENSES	2,250.00	0.00	100.0	15,749.96	6,515.00	75.8
TOTAL FUND REVENUES	1,470.50	0.00	100.0	10,293.46	12,674.44	(28.1)
TOTAL FUND EXPENSES	2,250.00	0.00	100.0	15,749.96	6,515.00	75.8
SURPLUS (DEFICIT)	(779.50)	0.00	100.0	(5,456.50)	6,159.44	(165.8)

FOR FUND: Special Recreation  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	15,508.33	0.00	100.0	108,558.31	140,534.54	(24.4)
TOTAL REVENUES	15,508.33	0.00	100.0	108,558.31	140,534.54	(24.4)
EXPENSES						
Non Departmental	12,916.66	35,890.00	(177.8)	90,416.62	107,670.00	30.5
TOTAL EXPENSES	12,916.66	35,890.00	(177.8)	90,416.62	107,670.00	30.5
TOTAL FUND REVENUES	15,508.33	0.00	100.0	108,558.31	140,534.54	(24.4)
TOTAL FUND EXPENSES	12,916.66	35,890.00	(177.8)	90,416.62	107,670.00	30.5
SURPLUS (DEFICIT)	2,591.67	(35,890.00)	(1484.8)	18,141.69	32,864.54	5.6

BERWYN PARK DISTRICT  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: Debt Service  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES							
Non Departmental	25,162.33	0.00	100.0	176,136.31	301,948.00	223,884.35	(25.8)
TOTAL REVENUES	25,162.33	0.00	100.0	176,136.31	301,948.00	223,884.35	(25.8)
EXPENSES							
Non Departmental	22,670.83	475.00	97.9	158,695.77	272,050.00	36,000.00	86.7
TOTAL EXPENSES	22,670.83	475.00	97.9	158,695.77	272,050.00	36,000.00	86.7
TOTAL FUND REVENUES	25,162.33	0.00	100.0	176,136.31	301,948.00	223,884.35	(25.8)
TOTAL FUND EXPENSES	22,670.83	475.00	97.9	158,695.77	272,050.00	36,000.00	86.7
SURPLUS (DEFICIT)	2,491.50	(475.00)	(119.0)	17,440.54	29,898.00	187,884.35	528.4

FOR FUND: Capital Projects 2019  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	0.16	0.00	100.0	1.12	432.16	1508.0
TOTAL REVENUES	0.16	0.00	100.0	1.12	432.16	1508.0
EXPENSES						
Non Departmental	11,166.66	0.00	100.0	78,166.62	123,738.86	7.6
TOTAL EXPENSES	11,166.66	0.00	100.0	78,166.62	123,738.86	7.6
TOTAL FUND REVENUES	0.16	0.00	100.0	1.12	432.16	1508.0
TOTAL FUND EXPENSES	11,166.66	0.00	100.0	78,166.62	123,738.86	7.6
SURPLUS (DEFICIT)	(11,166.50)	0.00	100.0	(78,165.50)	(123,306.70)	(7.9)

FOR FUND: Capital Development Fund  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
Non Departmental	2,375.02	0.00	100.0	16,624.86	95,367.02	234.6
TOTAL REVENUES	2,375.02	0.00	100.0	16,624.86	95,367.02	234.6
EXPENSES						
Non Departmental	1,400.00	0.00	100.0	9,799.88	87,398.69	(420.2)
TOTAL EXPENSES	1,400.00	0.00	100.0	9,799.88	87,398.69	(420.2)
TOTAL FUND REVENUES	2,375.02	0.00	100.0	16,624.86	95,367.02	234.6
TOTAL FUND EXPENSES	1,400.00	0.00	100.0	9,799.88	87,398.69	(420.2)
SURPLUS (DEFICIT)	975.02	0.00	100.0	6,824.98	7,968.33	(31.8)

FOR FUND: Liberty Capital Development  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES							
Non Departmental	8.33	0.00	100.0	58.31	100.00	27.95	(72.0)
TOTAL REVENUES	8.33	0.00	100.0	58.31	100.00	27.95	(72.0)
EXPENSES							
Non Departmental	916.67	5,011.47	(446.7)	6,416.61	11,000.00	5,636.97	48.7
TOTAL EXPENSES	916.67	5,011.47	(446.7)	6,416.61	11,000.00	5,636.97	48.7
TOTAL FUND REVENUES	8.33	0.00	100.0	58.31	100.00	27.95	(72.0)
TOTAL FUND EXPENSES	916.67	5,011.47	(446.7)	6,416.61	11,000.00	5,636.97	48.7
SURPLUS (DEFICIT)	(908.34)	(5,011.47)	451.7	(6,358.30)	(10,900.00)	(5,609.02)	(48.5)

FOR FUND: Working Cash  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES						
Non Departmental	8.33	0.00	100.0	58.31	729.61	629.6
TOTAL REVENUES	8.33	0.00	100.0	58.31	729.61	629.6
EXPENSES						
Non Departmental	833.33	0.00	100.0	5,833.31	0.00	100.0
TOTAL EXPENSES	833.33	0.00	100.0	5,833.31	0.00	100.0
TOTAL FUND REVENUES	8.33	0.00	100.0	58.31	729.61	629.6
TOTAL FUND EXPENSES	833.33	0.00	100.0	5,833.31	0.00	100.0
SURPLUS (DEFICIT)	(825.00)	0.00	100.0	(5,775.00)	729.61	(107.3)



FOR FUND: General Fixed Assets  
 FOR 7 PERIODS ENDING JULY 31, 2023

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

FOR FUND: General Long Term Debt  
 FOR 7 PERIODS ENDING JULY 31, 2023

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

MUNICIPAL REPORT TOTALS  
 FOR 7 PERIODS ENDING JULY 31, 2023

DEPARTMENT DESCRIPTION	JULY BUDGET	JULY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
TOTAL MUNICIPAL REVENUES	1,430,004.17	(677.00)	(100.0)	1,972,854.31	1,810,324.55	(25.3)
TOTAL MUNICIPAL EXPENSES	1,169,811.47	156,160.05	86.6	2,005,157.65	1,244,716.48	53.9
SURPLUS (DEFICIT)	260,192.70	(156,837.05)	(160.2)	(32,303.34)	565,608.07	(304.8)

**Schedule of Investments Berwyn Park District**  
**June 30 2023**

Description	Yield	Rating	Date Invested	Maturity Date	Market Value	Maturity Value	Monthly Interest Earned
IPTIP-MM	5.184%	N/A	01/29/16	open	\$449,737.57	\$449,737.57	\$1,908.02
ISC Account	5.029%	N/A	open	open	\$1,190.03	\$1,190.03	\$4.81
BMO Harris CD	1.468%	FDIC	08/14/22	08/14/23	\$145,156.01	\$145,156.01	
High Plains Bank, OK	4.647%	FDIC	01/18/23	07/18/23	\$100,000.00	\$102,304.40	
Financial Federal Bank, TN	4.800%	FDIC	01/18/23	01/18/24	\$200,000.00	\$209,600.00	
Beverly Bank & Trust Company, National Association	5.150%	FDIC	05/26/23	11/22/23	\$125,830.57	\$129,026.32	
Cornerstone Bank	5.214%	FDIC	05/26/23	05/28/24	\$200,000.00	\$210,513.71	
The First National Bank of McGregor	4.800%	FDIC	05/26/23	05/27/25	\$200,000.00	\$219,252.60	
Total Investments:					\$1,421,914.18	\$1,466,780.64	
				Interest Earned 6/1/23 to 6/30/23			\$1,912.83
				Interest Earned 1/1/23 to 12/31/23			\$16,649.50

---

**DATE:** 07/18/2023  
**TO:** The Board of Commissioners  
**FROM:** Cindy Hayes  
Superintendent of Finance and HR  
**RE:** Info

**FINANCE**

---

**Scholarship Report**

**July 2023**

<u>Program</u>	<u>Amount Awarded</u>
Family D: Summer camp	\$255.00
Total:	\$255.00

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**2023 Scholarship Funds: \$10,000.00**

**2023 Scholarship Total: \$ 1600.00**

**Remaining Funds Available: \$ 8400.00**

The above recipients were awarded scholarship money from fund 15 to participate in programs of the Berwyn Park District.

The Berwyn Park District Scholarship Assistance Guidelines. 1. Scholarships are for Berwyn residents only, proof of residency required. 2. Scholarships are for low-income families 3. Scholarships are based on need and availability of funds. 4. Must be able to show proof of income- latest 1040 tax forms as filed. The reward amount of the scholarship is 50% or less of fee of each program 6. The balance of the program must be paid in full before the end of the program.

**DATE:** 07/18/2023  
**TO:** The Board of Commissioners  
**FROM:** Cathy Fallon, Executive Director  
**RE:** Agency Report

---

- The HVAC unit at Liberty needs repair/replacement. Attached are the quotes given for repair and replacement. There are 2 units at Liberty, and both are of similar age, and the second unit while not quoted will in the near future also need to be replaced.
- Water fountains are on at all parks, except for Hessler.
- Summer Camps continue to move forward. We have had great attendance and numbers are continuing to grow. Recreation staff is working on fall programs.
- We have received preliminary information that the second installment of tax dollars will be received later than anticipated.



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June 16, 2023

Ms. Cathy Fallon – Executive Director  
Mr. John Roberts – Superintendent of Parks  
Berwyn Park District  
Administration Office 3701 Scoville Ave.  
Berwyn, IL 60402

**Re: Liberty Cultural Center 6445 W. 27<sup>th</sup> Place – Replace Evaporator & Condenser Coils on South American Standard RTU**

F.E. Moran, Inc. Mechanical Services appreciates the opportunity to submit the following proposal for your consideration and acceptance. From our recent Service visit, our Technician had found refrigerant leaks at the Evaporator and Condenser Coils. Given the age and overall condition of the unit, this Proposal is to repair the unit verses replacing it. We will supply labor and material to complete the following tasks:

- Recover any existing R22 Refrigerant from each Circuit, test the refrigerant, and reuse for start-up if good.
- Disconnect and remove the Evaporator Coil and Condenser Coil assemblies.
- Furnish and install (1) new OEM Evaporator & Condenser Coil assemblies.
- Furnish and install new Liquid Line Filter-Driers for each Circuit. Pressurize each Circuit with Nitrogen and check for any leaks. Evacuate each Circuit down to 500 microns.
- Reinstall any recovered R22 refrigerant. Furnish and install up to 36 lbs. of new R22 Refrigerant to achieve the factory rated refrigerant charge.
- Perform Start-Up and Operational Check of the new unit.
- Price includes all freight, installation labor, plus any applicable taxes.
- Any other deficiencies found with the system once the system is operational will be brought to the attention of the site supervisor. The needed repair if approved by the site supervisor will be resolved and any extra costs will be billed on a time and material basis. If the site supervisor decides to not have the needed repair be performed at that time, we will follow-up with a quote for these needed repairs.

**Total Cost for This Rooftop Unit Replacement is: \$36,100.00**

**Add \$1,082.00 Convenience Fee if Paying Invoice with Credit Card**

This proposal is valid for thirty (30) calendar days from the above date.

**Additional Provisions & Exclusions:**

- All labor has been figured on straight time basis during normal working hours 7:00 a.m. to 3:30 p.m.
- Lead Time for the new Coils is approximately 14-16 weeks from time of Order.



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- **Material Escalation Clause.** Customer agrees that the pricing offered in this Proposal by FE Moran Inc., Mechanical Services "MMS" is based upon the pricing of steel and other commodities and its availability as of the date of this Proposal. Customer and MMS agree that given the uncertainty in current market trends and conditions, the cost and availability of steel/copper, steel/copper products and other commodities may rise, and that any such increase in the cost of materials ordered by MMS for this project after the date of this Proposal or any surcharges or other costs imposed, shall result in a corresponding dollar for dollar increase in MMS Proposal price. MMS agrees to provide timely information to Customer about any increase in the cost of steel/copper, steel/copper products and other commodities and Customer agrees to execute, at MMS's request, an addendum including a nondisclosure agreement whereby Customer agrees to pay MMS for any increases as described above under the terms and conditions agreed upon and stated in this Proposal. MMS is not responsible for the change in delivery date due to the current supply chain issue. If a delay does occur MMS will notify the Customer in a timely manner.

Thank you for your confidence in F.E. Moran, Inc. Mechanical Services and for the opportunity to be of service to you. If you have any questions, please feel free to call me at **847.291.9101**.

Sincerely,  
F.E. Moran, Inc. Mechanical Services

*Gordon L. Barney*

Service Project and Sales Executive

[gordon.barney@femoran.com](mailto:gordon.barney@femoran.com)

[www.femoran.com](http://www.femoran.com)

**Customer's Acceptance:**

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ PO# \_\_\_\_\_





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## ***Service Terms and Conditions***

**TERMS:** F.E. Moran, Inc. Mechanical Services payments are due 30 days from receipt of invoice. Payments made via credit card will be assessed a 3% Convenience Fee. If the proposal amount exceeds \$10,000.00, CUSTOMER shall pay a down payment. The down payment shall be equivalent to 50% of the proposal amount. Upon receipt of the down payment F.E. Moran, Inc. Mechanical Services shall commence work. CUSTOMER agrees to pay interest on any sums outstanding and past due computed at 1.5% per month or at highest lawful rate if that rate is lower. Any costs to collect any outstanding and past due amounts, including reasonable attorney fees, shall be paid by CUSTOMER.

**INVOICING:** F.E. Moran, Inc. Mechanical Services reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.

**TAXES:** Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The CUSTOMER shall provide F.E. Moran, Inc. Mechanical Services with a Tax Exemption Certificate acceptable to the taxing authorities if the CUSTOMER is tax exempt.

**EXCLUSIONS:** Permits and fees are not included in this proposal price. Asbestos removal or detection, smoke detectors, lead abatement, structural steel, painting, roofing, plumbing, sprinkler or electrical system additions or revisions are not included. It is assumed that the existing building systems and structures are capable of handling the specified repairs to or replacement of CUSTOMER's HVAC system, (which include the building structural, electrical, and mechanical systems).

**MATERIALS:** The parties agree and understand that they are undertaking this Project during a time of unusual disruptions in the supply chain caused by the COVID-19 Pandemic, including, but not limited to shortages of materials and equipment to be incorporated into the Work and means of transporting those materials to the site ("Abnormal Market Conditions"). As a material inducement for [Sub]Contractor to enter into this Agreement during a period of Abnormal Market Conditions, the parties agree as follows: (a) F.E. Moran Inc. Mechanical Services shall closely monitor all delivery times for materials and equipment to the site and shall use its best efforts to identify potential delays or disruptions that may be caused by Abnormal Market Conditions; (b) If, in the reasonable opinion of F.E. Moran Inc. Mechanical Services, the impact of Abnormal Market Conditions can be avoided by placing orders for materials or equipment for early delivery or by locking in delivery dates through advanced deposits, then F.E. Moran Inc. Mechanical Services shall notify Owner of the same in writing with a recommendation that such materials or equipment be ordered for delivery in advance of when they will be needed for incorporation into the Work. Within five business days or such other time identified in F.E. Moran Inc. Mechanical Service's notice, Owner shall elect whether to (i) issue a change order agreeing to pay for the advanced deposit or authorizing advanced ordering the materials and equipment identified in the Notice and an increase in the Contract Sum for any costs associated with early delivery and offsite storage of such materials or equipment or (ii) assume the risk of delays due to delivery to the site. Notwithstanding any failure of the [Sub]Contractor to comply with its obligations under subsections (a) and (b), delivery delays not caused by the [Sub]Contractor sole failure to order materials and equipment in time for delivery under normal market conditions, late delivery of materials caused by Abnormal Market Conditions shall be deemed to be outside the reasonable control of F.E. Moran Inc. Mechanical Services, and F.E. Moran Inc. Mechanical Services shall be entitled to an extension of time equal to the impact of delivery arising from Abnormal Market Conditions.



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**GUARANTEE AND WARRANTY:** The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc. Mechanical Services from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under "Additional Provisions & Exclusions" above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its HVAC system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its HVAC system; (iv) any damage to CUSTOMER's HVAC system results from any unforeseen condition occurring beyond F.E. Moran, Inc. Mechanical Services' control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER's HVAC system.

**GENERAL TERMS AND CONDITIONS:** Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc. Mechanical Services shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Mechanical Services' time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc. Mechanical Services' reasonable control.

*This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc. Mechanical Services.*



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June 16, 2023

Ms. Cathy Fallon – Executive Director  
Mr. John Roberts – Superintendent of Parks  
Berwyn Park District  
Administration Office 3701 Scoville Ave.  
Berwyn, IL 60402

**Re: Liberty Cultural Center 6445 W. 27<sup>th</sup> Place – Replace South American Standard RTU**

F.E. Moran, Inc. Mechanical Services appreciates the opportunity to submit the following proposal for your consideration and acceptance. From our recent Service visit, our Technician had found refrigerant leaks at the Evaporator and Condenser Coils. Given the age and overall condition of the unit, this Proposal is to replace the unit verses repairing it. We will supply labor and material to complete the following tasks:

- Shut off and secure power feeding the unit. Remove existing Service Disconnect Switch and reuse for new RTU. Shut off and disconnect the gas supply feeding the unit. Disconnect the external Supply & Return Ductwork attached to the unit. Prepare unit for removal.
- Via 35 Ton Mobile Crane provided by us, lift the existing unit from the roof and remove from the jobsite.
- Furnish and install (1) new Trane Model GCC210A 17.5 Ton Package Heat / Cool Rooftop Unit complete with Economizer Package.
- Furnish and install Factory Horizontal Ductwork Conversion Kit. Fabricate and install all necessary Supply and Return Duct & Fittings required to reconnect the external Ductwork.
- Reinstall existing Service Disconnect Switch. Furnish and install any necessary Electrical material and Gas Pipe & Fittings required to reconnect the Electric Power and Gas Supply to the new unit.
- Perform Start-Up and Operational Check of the new unit.
- Price includes all freight, installation labor, plus any applicable taxes.
- Any other deficiencies found with the system once the system is operational will be brought to the attention of the site supervisor. The needed repair if approved by the site supervisor will be resolved and any extra costs will be billed on a time and material basis. If the site supervisor decides to not have the needed repair be performed at that time, we will follow-up with a quote for these needed repairs.

**Total Cost for This Rooftop Unit Replacement is: \$39,475.00**

**Add \$1,185.00 Convenience Fee if Paying Invoice with Credit Card**

This proposal is valid for thirty (30) calendar days from the above date.

**Additional Provisions & Exclusions:**

- All labor has been figured on straight time basis during normal working hours 7:00 a.m. to 3:30 p.m.



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- Lead Time for the new RTU is approximately 2-4 weeks.
- Material Escalation Clause. Customer agrees that the pricing offered in this Proposal by FE Moran Inc., Mechanical Services "MMS" is based upon the pricing of steel and other commodities and its availability as of the date of this Proposal. Customer and MMS agree that given the uncertainty in current market trends and conditions, the cost and availability of steel/copper, steel/copper products and other commodities may rise, and that any such increase in the cost of materials ordered by MMS for this project after the date of this Proposal or any surcharges or other costs imposed, shall result in a corresponding dollar for dollar increase in MMS Proposal price. MMS agrees to provide timely information to Customer about any increase in the cost of steel/copper, steel/copper products and other commodities and Customer agrees to execute, at MMS's request, an addendum including a nondisclosure agreement whereby Customer agrees to pay MMS for any increases as described above under the terms and conditions agreed upon and stated in this Proposal. MMS is not responsible for the change in delivery date due to the current supply chain issue. If a delay does occur MMS will notify the Customer in a timely manner.

Thank you for your confidence in F.E. Moran, Inc. Mechanical Services and for the opportunity to be of service to you. If you have any questions, please feel free to call me at **847.291.9101**.

Sincerely,  
F.E. Moran, Inc. Mechanical Services

*Gordon L. Barney*

Service Project and Sales Executive

[gordon.barney@femoran.com](mailto:gordon.barney@femoran.com)

[www.femoran.com](http://www.femoran.com)

**Customer's Acceptance:**

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **PO#** \_\_\_\_\_



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**INVOICING:** F.E. Moran, Inc. Mechanical Services reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.

**TAXES:** Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The CUSTOMER shall provide F.E. Moran, Inc. Mechanical Services with a Tax Exemption Certificate acceptable to the taxing authorities if the CUSTOMER is tax exempt.

**EXCLUSIONS:** Permits and fees are not included in this proposal price. Asbestos removal or detection, smoke detectors, lead abatement, structural steel, painting, roofing, plumbing, sprinkler or electrical system additions or revisions are not included. It is assumed that the existing building systems and structures are capable of handling the specified repairs to or replacement of CUSTOMER's HVAC system, (which include the building structural, electrical, and mechanical systems).

**MATERIALS:** The parties agree and understand that they are undertaking this Project during a time of unusual disruptions in the supply chain caused by the COVID-19 Pandemic, including, but not limited to shortages of materials and equipment to be incorporated into the Work and means of transporting those materials to the site ("Abnormal Market Conditions"). As a material inducement for [Sub]Contractor to enter into this Agreement during a period of Abnormal Market Conditions, the parties agree as follows: (a) F.E. Moran Inc. Mechanical Services shall closely monitor all delivery times for materials and equipment to the site and shall use its best efforts to identify potential delays or disruptions that may be caused by Abnormal Market Conditions; (b) If, in the reasonable opinion of F.E. Moran Inc. Mechanical Services, the impact of Abnormal Market Conditions can be avoided by placing orders for materials or equipment for early delivery or by locking in delivery dates through advanced deposits, then F.E. Moran Inc. Mechanical Services shall notify Owner of the same in writing with a recommendation that such materials or equipment be ordered for delivery in advance of when they will be needed for incorporation into the Work. Within five business days or such other time identified in F.E. Moran Inc. Mechanical Service's notice, Owner shall elect whether to (i) issue a change order agreeing to pay for the advanced deposit or authorizing advanced ordering the materials and equipment identified in the Notice and an increase in the Contract Sum for any costs associated with early delivery and offsite storage of such materials or equipment or (ii) assume the risk of delays due to delivery to the site. Notwithstanding any failure of the [Sub]Contractor to comply with its obligations under subsections (a) and (b), delivery delays not caused by the [Sub]Contractor sole failure to order materials and equipment in time for delivery under normal market conditions, late delivery of materials caused by Abnormal Market Conditions shall be deemed to be outside the reasonable control of F.E. Moran Inc. Mechanical Services, and F.E. Moran Inc. Mechanical Services shall be entitled to an extension of time equal to the impact of delivery arising from Abnormal Market Conditions.



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**GUARANTEE AND WARRANTY:** The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc. Mechanical Services from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under “Additional Provisions & Exclusions” above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its HVAC system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its HVAC system; (iv) any damage to CUSTOMER’s HVAC system results from any unforeseen condition occurring beyond F.E. Moran, Inc. Mechanical Services’ control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER’s HVAC system.

**GENERAL TERMS AND CONDITIONS:** Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc. Mechanical Services shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Mechanical Services’ time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc. Mechanical Services’ reasonable control.

*This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc. Mechanical Services.*

**West Suburban Special Recreation Association**

**Attachment A**

May 9, 2023

WSSRA

2915 Maple St, Franklin Park, IL

**MINUTES**

I. Chairman Jackie Iovinelli called the **meeting to order** at 4:04pm those present included:

Mike Sletten, River Forest Park District  
Jan Arnold Park District of Oak Park  
Jackie Iovinelli, Park District of Forest Park  
Dan LoCascio, Park District of Franklin Park  
Ted Gruber, Elmwood Park attended remotely  
Ron Malchiodi, Village of Riverside

Colleen Broderick, Village of N Riverside  
Cathy Fallon, Berwyn Park District  
Greg Stanczyk, Veterans Park District  
Anna Wegrecki, Village of HH

**Others in Attendance:** WSSRA staff: Annie Hart, April Michalski, Marianne Birko, WSSRF, Geri Estvanik

**Excused Absence:** Norridge Park District

**Unexcused Absence:** North Berwyn Park District

II. **Approval of Agenda Arnold/Iovinelli to approve the agenda. The motion was unanimously approved.**

a. **Approval of Ted Gruber, Village of Elmwood Park & Annemarie Flaherty, Norridge Park District for Remote Attendance Sletten/Stanczyk motioned. The motion was unanimously approved.**

III. **Approval of the Consent Agenda Arnold/Sletten motioned to approve the Consent Agenda including the March 14, 2023, Minutes, March & April Financial Report, and Disbursements for March, April & May 2023. Roll call vote showed 10 yes votes, and the motion was approved**

IV. **No Public Comment**

V. **Under the Foundation Estvanik reported on behalf of the Foundation Board, It has been a busy 2 months for the Foundation as we hosted the Bowl-a-thon at Circle Lanes for WSSRA participants and their families on Saturday March 18 and raised over \$6,500. Double what has been raised in the past for this event. This past weekend the WSSRA/WSSRF hosted the 22<sup>nd</sup> Annual Derby Gala on Saturday, May 6 which was held at D'Agostino's in River Grove. It was a GREAT Day at the Races with 152 guests, Nine of the twelve WSSRA partners represented as well as 6 Steering Committee members present. WSSRA/WSSRF together raised a preliminary \$48,000 in profits. We are delighted with the outcome and the continued support we receive. Know your continued presence as WSSRA partners really does make a difference! The WSSRF will also host the John Lannefeld Bocce Tournament on September 9<sup>th</sup> which will be held at the Village of Elmwood Park's CRC Bocce and Fallin For Our Stars on Friday, November 10<sup>th</sup>, the Holiday Concert is set for December 8, 2023. We will close the year with Giving Tuesday and the Holiday Solicitation. The group continues to focus on recruiting new members and helping WSSRA recruit staff for the summer day camp program. As always thank you for your continued support of their ongoing efforts in supporting the WSSRA mission.**

VII. **Under Committee Reports**

A. **Birko reported the WSSRA Finance Committee will be meeting May 30<sup>th</sup> to review the 2022 Audit.**

B. **Birko reported the Policy Committee headed by Annemarie Flaherty will begin the process of reviewing the WSSRA Personnel and Board Policies. Our first meeting will be on Wednesday May 24, 2023.**

C. **Birko reported the WSSRA Planning Committee headed by Ted Gruber will host its first meeting tentatively set for Wednesday, June 21<sup>st</sup>.**

VIII. **Unfinished Business**

A. **Park District of Forest Park Building & Land purchase updates** Iovinelli reported the Park District of Forest Park 2023 will be the planning year for the Harrison project. Discussions continue with the Park District of Forest Park Board.

B. **Acceptance of updated 2023 Alternate Partner Appointment for Berwyn Park District** is Cindy Hayes, Superintendent of Finance & HR & the Village of North Riverside will be Jeanmarie Hajer-O'Connor, Recreation Coordinator, and PDOP Board Commissioner, Jake Worley-Hood. Arnold/Sletten motioned to approve the new Board Alternates as stated. **The motion was unanimously approved by roll call vote.**

C. **No other**

- IX. **Under New Business:**
- A. **Approval of the 2023 -2024 Lease with Franklin Park Public Schools District 84**  
*Arnold/lovinelli motioned the WSSRA Board of Directors by roll call vote accept the Lease agreement as presented for the 2023 – 2024 effective July 1, 2023. The motion was unanimously approved by roll call vote.*
  - B. **Byline Banking Updates** *Hart reported staff have updated banking services to include extra fraud protection services such as check Positive Pay and ACH Positive Pay. We also added the feature of remote deposit capture. Which allows us to deposit checks daily, which provides added security. Staff are looking into the security of partners quarterly check payments being made electronically. All those who are able would like to move in this direction.*
  - C. **No Other**
- X. **Under Correspondence No Comments**
- XI. **Under Board Reports: Gruber reported the Village of Elmwood Park's** *The Village of Elmwood Park Bocce league just finished their winter league. 88 teams participated and it was a rounding success. The outdoor league started May 12<sup>th</sup> and will run through September. The pool is almost ready for opening on May 27<sup>th</sup>. There have been a few leaks identified and will be fixed after the season is over in September. The Recreation Department started on a new software called DaySmart. The Department started with just pool pass sales and will transfer over fully in September. Outdoor hockey will be happening in the summer with both kids and adult leagues. **lovinelli reported for the Park District of Forest Park** "Where every day is a walk in the park..." They are beginning the process rebuilding the first of four pocket park projects. They just received an OSLAD grant for the second park and are expecting their first playground delivery in June. They will be awarding the Rieger Park bid soon and spent the day with IDPH preparing for the opening of the Splash pad which is in a matter of days. They are finalizing their plans for summer special events including July 4<sup>th</sup> Fireworks and a Concert Series. They have run out of space and have 50 + waitlists for every camp. Had a great visit to Springfield discussing the plans for the building. The pool will open on time with some patches and they are also discussing possible Pickleball courts. **Sletten reported the River Forest Park District** is 5 weeks out from wrapping up the tennis court project. Just received the Washington Park permits with the project commencing in 30 days. If everything is on schedule it will open in September. Board approved their Master Plan which includes another playground rebuild if the OSLAD Grant comes through. They are also looking at new courts in spring. **Wegrecki reported the Village of Harwood Heights.** On April 13<sup>th</sup> they planted 30 new trees donated by Morton Arboretum. VHH also took part in "Kindness Day" by project "Playpen" and collected all baby care items including diapers, wipes, and all things babies. They also had 60 volunteers who made 1000 sandwiches in 45 minutes for a local agency. They are also planning for Harwood Heights Days August 17 – 20<sup>th</sup> bringing the local Carnival back to the community. **LoCascio reported the Park District of Franklin Park** also planted 20 trees from the Morton Arboretum and enjoyed the 16,000 tulips planted around town for all to enjoy. Coming up they are hosting the Annual Ice show on May 19<sup>th</sup> – 21<sup>st</sup> as well as getting ready for summer. They are excited to roll out their use of Epack for summer day camp. LoCascio also announced the loss of 50,000 bees that perished this winter from their hives. **Broderick reported the Village of North Riverside** just hosted the local players show of Music Man to record attendance numbers. Summer projects include the paving of the parking lots. They are busy making plans for their 100<sup>th</sup> Anniversary with a local logo contest and a July 30<sup>th</sup> Gala at the Riverside Golf Club. They are also looking to fill a Program Coordinator position. **Arnold reported the Park District of Oak Park** noted both pools started up without an issue. They are currently warming and being treated. Their pool pass sales were extended to May 15<sup>th</sup>. Arnold wanted the group to be aware the Chicago Park District is in the same situation as last year and will not be opening until late June and on a limited basis. PDOP has changed its admissions process to help streamline behaviors. Evening hours are limited to passholders only. They are breaking ground on the Barrie Park project and refurbishing the playgrounds and sled hill. All PDOP activities will be at Scoville Park for A Day in Our Village. The CRC's 42,000sqft facility will have its VIP Opening on Friday May 19<sup>th</sup> and the Grand Open House on*



Sunday, May 21st including a ribbon cutting at 2:00pm and official opening for programs on May 22nd. Arnold also reported they are a Finalist for the Gold Medal with 9 persons representing the district at NRPA in Dallas in October. **Stanczyk reported the Veterans Park District's** Winter/Spring quarter is over. They had great success with their 1-2 day craft programs out of Bulger Park Community center. They recently held their Indoor garage sale and summer registration kick off. They are busy getting ready for summer and securing sponsorships for the upcoming Softball Tournament. **Fallon reported the Berwyn Park District** will be hosting the first ever "Touch a Truck" event for local families. They are all busy creating some structure, policies, procedures which the agency does not currently have. **Malchiodi reported the Village of Riverside** staff can't wait until the C4 luncheon. They are rolling out some sustainability programming as well. Malchiodi is working with 2 Trustees who are very active in this process. VRS reports all day camps are full with wait lists. Their hiring has come back in a big way and as a result they are able to expand their camps. They will be hosting a Family Field Game night like old times and a summer Concert series June – August. They have instituted times for organized Pickleball to allow for networking and game play. They have 2 different applications which include Team Reach or Swish. They are also in the beginning talks of a collaborative with the Riverside Arts Center to expand program opportunities. .

**XII. Executive Director's Report- Birko Reported**

- A. **WSSRA Coordinates the SRA Table at Parks Day** Birko coordinated the SRA table at PARKS Day at the Capitol. It was a great way to share the Unified front and share the message to those who were interested about the positive impact SRA's make every day on the lives of persons with disabilities.
- B. **IAPD Legislative Conference** Birko attended the 2023 Legislative Conference in Springfield. Birko visited all 14 Legislators offices and dropped off a WSSRA recognition. Also met with Senate President Harmon, and Speaker Welch along with the Park District of Forest Park. In addition, Birko connected with Representative Ford, Stephens, Senator Martwick, and Representative Lilly joined us for dinner. Great discussions were had in every circumstance. Birko attended the Conference the next day and was reminded of the amazing work IAPD does on our behalf advocating for the Park Districts and SRA's in Springfield. Add it to your list of "Must Do's" next year!
- C. **WSSRA Derby Gala 2023** Birko reiterated the WSSRF report of the success of the 2023 Derby Gala. It was well attended by the Steering Committee and WSSRA partners. She shares her gratefulness for everyone's support!
- D. **Staff Attend Best of Berwyn** Staff attended the "Best of Berwyn" hosted by the North Berwyn Park District. This Annual event highlights the young teens in the community of Berwyn and recognizes them for all their accomplishments and contributions to the community. Vallez and staff do a great job lifting up the youth of the community by giving them an opportunity to work towards goals of community involvement and leadership.
- E. **WSSRA Quarterly Board Training** Birko presented her first topic on WSSRA Program Structure and Staffing, and it was attended by 6 partners and 7 staff. Our next Zoom meeting will be held on May 16<sup>th</sup> from 11:00 – noon, with a focus on Behavior Management. Chris Sturm, WSSRA Inclusion Manager, will be sharing his expertise. All Board members and staff are welcome to attend.
- F. **Bi-monthly WSSRA Updates** Per your request for more information WSSRA has been sending Bi-monthly WSSRA Updates. The board responded that it was meeting their needs.
- G. **Partner Annual Presentations** Birko is scheduling Annual presentations to meet with your boards and share the Annual report and WSSRA updates. Call or email Birko with dates and times that work for you in 2023.
- H. **Staff Report: April Michalski, Superintendent of Recreation reported:**

- 1. **Programs** Spring programs are wrapping up and staff are preparing for summer. Summer program registration opens on Monday, May 15. Our Dobbins Theatre participants have been working hard on their High School Musical production, the performance will be on Thursday, May 18 at the Liberty Center in Berwyn. We have four groups scheduled to visit the Imaginarium Sensory room for our Sensory Seekers program this month!

2. **Special Olympics** WSSRA had 6 athletes compete in the Special Olympics Spring Games on April 30 at Marmion High School in Aurora, 4 athletes received gold medals and will advance to the state summer games in June.
3. **Day Camp** Day Camp Registration is underway. We currently have 99 participants registered for Summer Day Camp and Community Cruisers and 39 participants on the waitlist due to staffing challenges. We also attended the We will continue to add off the waitlist as staff are hired.
4. **Seasonal Hiring Updates** Staff are working hard to recruit additional seasonal part-time staff to work day camp, programs, and Inclusion. Last week staff attended job fairs at Morton College and West Leyden High School. Staff also attended the Oak Park River Forest Chamber of Commerce Wellness Fair on April 23 and the Forest Park School District 91 Resource Fair on April 29. If you know anyone aged 15 or older that might be interested in joining our team, please have them apply at [wssra.net](http://wssra.net).
5. **Full-time Staff Updates** We are pleased to announce that Alex Regyna has been promoted to Recreation Coordinator. Alex will be overseeing WSSRA's Special Olympics programming and will assist with Inclusion Support. Alex is very excited to take on this new role with WSSRA.
6. **Hiring Summer Interns** We hired two interns for the summer. Both interns will start on Monday, May 15<sup>th</sup> and will be involved in a variety of programs, events, and Inclusion. **Kayla Smith** is a student at Illinois State University, graduating in Recreational Therapy this spring. She has experience in ABA therapy and program coordinating and supervising at the Bloomington Normal YMCA. She is excited to work with WSSRA this summer. **Brooke O'Neill** is a senior at the University of Iowa, graduating with her degree in Therapeutic Recreation with a focus on Child Life. After her internship with us, she is going on to complete her Master's in Child Life at the College of Charleston. Brooke has volunteered with WSSRA programs in the past and she is looking forward to continuing her experience WSSRA.
7. **Inclusion** requests are still coming in for spring programs, we currently have 42 participants registered in 55 programs. Just a reminder to allow a minimum of 2-3 weeks for us to find staffing for inclusion requests. If you are interested in having WSSRA staff implement a training during your summer staff training, please reach out to our Inclusion Manager, Chris, at [chriss@wssra.net](mailto:chriss@wssra.net).

I. **Staff Report: Annie Hart, Superintendent of Safety & Operations reported:**

1. **Transportation** We are excited to announce that we have hired a Transportation Specialist, Jacob Kell, who officially started May 4<sup>th</sup>. Jacob lives in North Riverside and grew up in Oak Park, so he is very familiar with the communities WSSRA serves. Jacob will be spending most of his time over the next couple of weeks getting ready for Day Camp transportation.
2. **Catalytic Converter update** After 6 months of waiting, we have received and installed the new catalytic converters along with a braided wire device to help deter any future attempts.
3. **Safety** WSSRA Safety Team met this week to refine our training schedule for summer day camp staff. All supervisors will go through the full Handle with Care training here at the office and we will have 2 hours dedicated to Handle with Care at our Day Camp training in June.
4. **Hart attends IAPD Financial Sustainability Workshop** Hart shared it was a thought provoking few days where we looked at how to effectively calculate your cost recovery and how you can be more financially responsible if you look at service categories vs. service areas. This can help you determine what areas may be duplicated in the community where you can either collaborate with or choose to put your resources in other categories. We will be looking at this concept as we plan forward.

XIII. **Adjournment** Sletten/Wegrecki motioned to adjourn the meeting at 5:22pm. Motion was unanimously approved.  
Respectfully submitted,

*Marianne Birko*

Marianne Birko, Executive Director  
mb/ May 23 minutes

# Splish Splash

## Summer Bash

Featuring the Wacky  
Quacky Duck Splash



# July 19, 2023

# 6:30 - 9:00pm

LOCATION: PARK DISTRICT OF FOREST PARK AQUATICS CENTER  
7501 HARRISON STREET • FOREST PARK, IL

## \$5 PER PERSON

### UNDER 2 ADMITTED FREE

Please note: This event is open to  
WSSRA participants, families and staff  
only. Preregistration is required  
and all participants must be  
accompanied by an adult.



Scan Here  
to Register



Visit [wssra.net](http://wssra.net) to register, adopt your ducks  
and for Sponsorship Information!

# WACKY QUACKY DUCK SPLASH

**GRAND PRIZE \$250**  
**2ND PRIZE \$100**

\*Winners need not be present

Rubber ducks will race down the water slides for chances to win prizes! After the final heat a champion duck will be crowned. All funds raised will support the WSSRA scholarship program.

For 47 years, WSSRA has provided opportunities to residents with disabilities from Melrose Park, Northlake, Berwyn, Forest Park, Franklin Park, Norridge, Oak Park, River Forest, Elmwood Park, North Riverside, Riverside and Harwood Heights.

Please return completed form below with payment to:

**WSSRA**  
**2915 MAPLE STREET**  
**FRANKLIN PARK, IL 60131**

Mailed adoption forms **MUST** be received in the WSSRA office by July 14

Make checks payable to WSSRA

Duck adoption will be available at the Splish-Splash Summer Bash.

For more information call WSSRA at  
**847.455.2100**

**Scan here  
to adopt  
Ducks  
online**



## DUCK ADOPTION FORM

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Name of the person who told you about the Duck Splash \_\_\_\_\_

\_\_\_\_\_

## ALL WACKY QUACKY DUCKS NOW ONLY \$2

Type	Cost	Quantity	Total
INDIVIDUAL DUCKS	\$2.00 each		\$
TWO DUCKS	\$4.00		\$
FIVE DUCKS	\$10.00		\$
TEN DUCKS	\$20.00		\$
TWENTY DUCKS	\$40.00		\$
AMOUNT ENCLOSED:			

**DATE:** 07/18/2023  
**TO:** The Board of Commissioners  
**FROM:** Cathy Fallon, Executive Director  
**RE:** Unfinished Business

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- Attached is the proposal from Hitchcock Design Group for the Master Plan.
- Attached is Section 1 of the Policy Manual. This draft is updated and revised from the current form. The biggest changes to note are the classifications of employees and the addition of sections 1.20,1.21,1.22.



July 13, 2023

Cathy Fallon  
Executive Director  
Berwyn Park District  
3701 S. Scoville Avenue  
Berwyn, Illinois 60402

**RE: Comprehensive Master Plan**

Dear Cathy,

Thank you for providing Hitchcock Design Group an opportunity to submit a proposal for your Comprehensive Master Plan! We appreciate the opportunity to work with you and the Berwyn Park District (BPD) on this critically important planning process.

**PROJECT UNDERSTANDING**

Now is the perfect time to define BPD's future. Efficiently identifying actionable strategies demands a systematic approach that combines the scientific analyses of your assets and resources with a clear understanding of your customer's needs. Hitchcock Design Group has been leading similar planning projects for park districts and municipalities for nearly 20 years, making us uniquely qualified to help you.

We understand that BPD wishes to engage in a robust planning process to set the course for decision making for the next decade. Assets, programs, and services will be analyzed and compared to the offerings of adjacent municipalities, agencies, non-profits, and private providers. The community, staff, and leadership will be engaged through a multi-lingual input process to benefit both English and Spanish speaking demographics. Strategies will be developed, and priority action plans outlined for parks, facilities, and programs over a 10-year timeline.

**PROJECT APPROACH**

We believe in the power community engagement to help deliver the exact right plan for your community. We propose a process that starts by evaluating your assets, resources, and your customer's preferences through an inclusive and diverse community input process to ensure all voices have an opportunity to be heard. We will then prepare a detailed needs assessment using the inventoried data and community input as the foundation.

We will then explore a variety of integrated opportunities and strategies to address your community's parks, facilities, and recreation programming needs, continuing to involve your staff and leadership in the process to create alignment with your resources. The most promising strategies will be developed in greater detail leading to a working action plan that not only defines each strategy, but provides the necessary steps, resources, and timeline to complete those strategies.

We will remain flexible throughout the process, offering creative ideas to improve planning outcomes and respond to your specific needs during each phase. We will actively engage the diverse talent highlighted in this proposal, along with your team, elected officials, affiliate groups, and key stakeholders. Technology will be a key factor in our team's performance from video conferencing, digital mapping, national database querying, and online stakeholder engagement. We conclude with user-friendly deliverables suitable for community messaging, capital planning, and guiding staff and Board through key operating decisions.



### PROJECT FEES

Based on the attached Scope of Services, the Hitchcock Design Group team's fixed fees for each planning phase are as follows:

ANALYZE Inventory and Analysis Phase:	\$27,500
CONNECT Community Engagement Phase:	\$28,000
ENVISION & PRIORITIZE Alternative Strategies Phase:	\$52,500
IMPLEMENT Final Master Plan Phase:	<u>\$12,000</u>
	\$120,000

Reimbursable expenses will be invoiced in addition to the fixed fees for travel and reproduction. We recommend setting aside \$1,000 for these expenses.

### PROJECT TEAM

Hitchcock Design Group will be the lead consultant responsible for project communications, community engagement, facilitating meetings, park and open space assessment, and development of the final reports. As a Senior Associate on our Recreation Studio, I will serve as the Project Manager and Lead Planner for the Comprehensive Master Plan, with over 15 years of experience as a Landscape Architect and Natural Resource Specialist. As the Managing Principal of our Recreation Studio with over 25 years of experience, Steve Konters will be the Project Principal and oversee our team's work. The project will also have the full support of our Recreation Studio, which includes 14 other Landscape Architects and Planners to ensure the project is advanced with responsiveness and diligence.

ETC Institute will join our team and be responsible for the statistically valid community survey, Williams Architects will join our team and be responsible for facility analysis and recommendations, and Recreation Results will be responsible for recreation programming analysis and recommendations. We will manage the efforts of our partners and administer a seamless planning process with one point of contact.

Our team also provides grant writing, feasibility studies, park design and construction administration services along with many other complimentary services for the parks and recreation industry. We have been involved with park design and construction of over \$100 million in improvements in the last decade alone, and we often partner with leading Architects on recreation facility projects such as recreation centers and aquatic facilities. We can bring that knowledge and insight of funding, significant capital projects, and public engagement into this planning process.

Thank you for your consideration, Cathy. We encourage you to contact our references to hear about their experiences working with our team. Our team has extensive experience helping municipalities and park districts create, adopt, and implement successful Comprehensive Master Plans and individual park designs unique to their communities, and we would be honored to help you with yours!

Best regards,  
**Hitchcock Design Group**

Lacey Lawrence, RLA, LEED-AP  
Senior Associate



## Scope of Services

### Berwyn Park District Comprehensive Master Plan

#### A. ANALYZE: Inventory and Analysis Phase

Process: The Hitchcock Design Group team will:

1. **[STAFF MEETING #1]** Meet with Staff and conduct an Administrative **Kick-off Meeting and Staff Workshop**:
  - a. Administrative Kick-off Meeting:
    - i. Team members (consultants and Agency staff)
    - ii. Task Force/Advisory Committee (selected by Agency)
    - iii. Approach and project work plan
    - iv. Goals and probable usage of the final product
    - v. Public and stakeholder input protocol
    - vi. Available existing data
    - vii. Preliminary schedule
    - viii. Invoicing process and payment terms
  - b. Staff Input Workshop:
    - i. Focus questions
    - ii. Leadership, parks and maintenance, programs and services, admin and marketing
2. Inventory current **Trends, Demographics, and Agency Data** including:
  - a. Industry Trends:
    - i. State Recreation Facilities Inventory
    - ii. Sports and Fitness Topline Report, by Sports & Fitness Industry Association (SFIA)
    - iii. Participation Report, by Physical Activity Council
    - iv. Participation Report, by National Sporting Goods Association
  - b. Demographics:
    - i. Population, current and projected
    - ii. Race and Ethnicity
    - iii. Gender / LGBTQ+
    - iv. Age Distribution
    - v. Disability
    - vi. Income / Employment
    - vii. Education
  - c. Agency Data:
    - i. Park and Recreation Plans
    - ii. Previous survey findings
    - iii. Capital Improvement/Replacement Plans
    - iv. Park and Amenity inventory data
    - v. Facility plans
    - vi. Intergovernmental Plans/Agreements
3. Prepare comprehensive **GIS inventory Mapping** that includes:
  - a. Parks and Open Space:
    - i. Agency
    - ii. Municipality
    - iii. School District(s)
    - iv. County
  - b. Facilities:
    - i. Agency





- c. Boundaries:
  - i. Agency
  - ii. Municipality
  - iii. Planning Areas
  
- 4. Inventory and analyze **Parks, Open Space, and Natural Areas Data** including:
  - a. General Inventory:
    - i. Parks, open space, and natural areas
      - 1. Karasek Park
      - 2. Karban Dog Park
      - 3. Friendship Park
      - 4. Freedom Park
      - 5. Hessler Park
      - 6. Liberty Center
      - 7. Mraz Park
      - 8. Proksa Park
      - 9. Serenity Park
      - 10. Smirz Park
      - 11. Sunshine Park
      - 12. Unity Park
    - ii. Physical condition (via park visits)
      - 1. Brief written summary of each site including:
        - a. Key issues
        - b. Access, including ADA
        - c. Parking
        - d. Curb appeal
        - e. Site furnishings
        - f. Landscape and maintenance
    - iii. Prepare an Amenity Matrix Inventory
  - b. Analysis:
    - i. Acreage Level of Service Analysis (LOS, by asset class)
      - 1. LOS of total owned, leased, and managed acreage
      - 2. Compared to national (NRPA) LOS standards
      - 3. Compared to local City provided LOS
    - ii. Asset Distribution
      - 1. Mini (1/4 mi)
      - 2. Neighborhood (1/2 mi)
      - 3. Community (1 or 2 mi)
      - 4. Overall
    - iii. Amenity Quantity and Distribution
      - 1. Deficiencies compared to recognized benchmarks (NRPA, State)
      - 2. Deficiencies compared to local Agency benchmarks (up to 3 Agencies)
  
- 5. Inventory and analyze **Indoor Recreation Support Facility Data** including:
  - a. General Inventory of Proksa Park Activity Center and Liberty Cultural Center:
    - i. Physical condition (via facility visits)
      - 1. General compliance with standards and guidelines (including ADA)
      - 2. Functionality and aesthetics
      - 3. Useful-life observations
    - ii. Supporting Data:
      - 1. Document general photographic inventory



2. Create matrix of Indoor space square footage for each recreational facility and programmable uses based on plans provided by Agency
  - b. Analysis:
    - i. Prepare Level of Service Analysis (table)
      1. Based on total programmable square footage
      2. Compared to current regional benchmarks
      3. Compared to local Agency benchmarks (up to 3 Agencies)
6. Inventory and analyze **Recreation Programming and Service Data** including:
  - a. General Inventory:
    - i. Review program guide, websites, social media accounts, agency plans, reports, and agreement related to affiliate recreation programs
    - ii. Provide online assessment tool to guide Staff through a series of multiple-choice questions about each of their specific program areas offered by the Agency
    - iii. Research and provide a Community Recreation Program Inventory including adjacent municipalities, non-profits, and private providers by recreation service category to understand offerings, duplicity, and gaps
  - b. Analysis:
    - i. RecTrac Data Analysis
      1. Insights on participant demographics
      2. Registration trends
      3. Purchasing patterns
      4. Retention trends
    - ii. Provide insights and recommendations to program offerings, operations, life cycle stages, indicators of the health, and overall program portfolio
    - iii. Recommendations compared to City recreation offerings
  - c. Staff Workshop:
    - i. Conduct workshop to discuss and assess Staff's opinion of the state of their current recreation program offerings and future needs
    - ii. Prepare a written summary of the results from the assessment and workshop, including the development of any applicable charts and graphs for reports/presentations
7. **[STAFF MEETING and WORKSHOP #2]** Meeting with Staff to review the **ANALYZE: Inventory and Analysis Phase** findings and deliverables.
  - a. On the same day after the Staff Meeting, conduct a Staff Workshop with Department Managers, Superintendents, and other key staff to solicit input on priorities for the future.

## **B. CONNECT: Needs Assessment and Community Engagement Phase**

*Process:* The Hitchcock Design Group Team will prepare for and administer:

1. **Online branded web platform:**
  - a. Develop logo and tagline for the planning process
  - b. Share examples and conduct discussion
  - c. Spanish and English version available
2. **[COMMUNITY ENGAGEMENT EVENT #1:]** Conduct an **Online Survey:**
  - a. Preparation:
    - i. Prepare written survey tool:
      1. Share examples and conduct discussion
      2. Prepare draft



3. Make up to two (2) rounds of revisions
      - b. Participants:
        - i. Community-at-large
        - ii. Users and non-users
      - c. Method:
        - i. Online web-platform, linked to agency website
        - ii. Survey Monkey instrument (multiple choice with select open comment)
        - iii. Spanish and English version available
        - iv. Survey promoted by agency
        - v. Four-week post period
      - d. Written summary and tabulated response data deliverable
3. **[COMMUNITY ENGAGEMENT EVENT #2] Conduct **Virtual Stakeholder Meetings**** stakeholder interview session (with stakeholders invited by you) to discuss the various perspectives of recreation needs, opportunities, and partnerships.
  - a. Participants:
    - i. Service organizations
    - ii. Specialized associations
    - iii. Local agencies
  - b. Method:
    - i. Small group discussion with standardized questions
    - ii. Written summary deliverable
    - iii. HDG to provide graphics for invitation and template invitation verbiage
    - c. Four small group sessions
4. **[COMMUNITY ENGAGEMENT EVENT #3] Conduct a **Community Input Meeting****, (at a location provided by you with participants invited by you) to facilitate mining constituent interests.
  - a. Participants:
    - i. Community-at-large
  - b. Method:
    - i. Focus Group
    - ii. Focus-question banner and brainstorming wall exhibit
    - iii. Support tools (sign-in, notecards, stickers, pens) for meeting operation
    - iv. Written summary with ranked input deliverable
  - c. Spanish translator provided
  - d. HDG to prepare invitation graphics for distribution by Agency
5. **[COMMUNITY ENGAGEMENT EVENT #4] Conduct a **Statistically Valid Survey****:
  - a. Preparation:
    - i. Design and prepare written survey
      1. Share examples and conduct discussion
      2. Prepare draft
      3. Make up to two (2) rounds of revisions
      4. Spanish and English versions
  - b. Participants:
    - i. Design random sampling (mail, follow-up via phone and/or email)
    - ii. Distributed to reflect demographic composition (geographic dispersion, age, gender, race, ethnicity, etc.)
  - c. Method:
    - i. Custom survey instrument



- ii. Designated minimum sample quantity three hundred (300) responses
  - iii. Designated margin of error and level of confidence percentages (5.5%, 95%)
  - iv. Written summary with tabulated data deliverable
6. Prepare written **Needs Assessment Summary** assembling results of individual community engagement events and apparent priorities.
  7. **[STAFF MEETING #2]** Meeting with staff to review progress and completion of **CONNECT: Needs Assessment and Community Engagement Phase** findings and deliverables.
  8. **[PARK BOARD MEETING #1]** Attend a Park Board Meeting to review the **ANALYZE: Inventory and Analysis Phase** findings and deliverables, goals of the project, timeline, and parameters and **CONNECT: Needs Assessment and Community Engagement Phase** findings and deliverables. Conduct a Board Workshop with Commissioners to solicit input on their priorities for the future.

### C. ENVISION & PRIORTIZE: Alternative and Preferred Strategies Phase

*Process:* The Hitchcock Design Group Team will:

1. Conduct **Internal Planning and Visioning Session**
  - a. Synthesize all the data gathered to date and highlight Agency's desired outcomes of the planning process
  - b. Conduct workshop with consultant team and develop preliminary strategies
2. Develop preliminary strategies for **Parks, Open Space, and Natural Areas** including:
  - a. Additional amenities, features, and infrastructure
  - b. General maintenance priorities
  - c. New parks and park renovations
  - d. Park support infrastructure improvements
  - e. Land acquisition due to level of service, service area or land-use deficiencies
  - f. Further study and/or planning recommendations
  - g. Funding sources
3. Develop preliminary strategies for **Indoor Recreation Support Facilities** (Proska Activity Center and Liberty Cultural Center) including:
  - a. Up to 2 conceptual designs considering:
    - i. Modifications
    - ii. Adaptive reuse / use-changes
    - iii. Expansion or decommissioning
    - iv. General maintenance
  - b. Further study and/or planning recommendations
4. Develop preliminary strategies for **Recreation Programming and Services** including:
  - a. New or expanded indoor programs
  - b. New or expanded outdoor programs
  - c. Marketing and outreach recommendations
  - d. Program decommissioning
  - e. Further study and/or planning recommendations
5. Prepare written preliminary **Strategies Summary** describing strategies, justification points and appropriate specifics.



6. [STAFF MEETING #3] Meet with Staff to review the **ENVISION: Alternative Strategies Phase** recommendations and deliverables.
7. Update written **Strategies Summary** incorporating Staff input refining descriptions and adding appropriate implementation strategies.
8. Develop **Preliminary Budgets** for capital projects
  - a. Order of magnitude systems descriptions and estimated costs
  - b. Soft cost, contingency and escalation estimates
9. Develop **5-Year Action Plan**
  - a. Narrative of preliminary Strategies and the steps necessary to achieve them
  - b. Prioritization, based on ENVISION Phase input
  - c. Timeline
10. [STAFF MEETING #4] Meet with Staff to review the **PRIORITIZE: Preferred Strategies Phase** recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
11. [PARK BOARD MEETING #2] Attend a Park Board Meeting to review the **ENVISION: Alternative Strategies Phase** and **PRIORITIZE: Preferred Strategies Phase** recommendations and deliverables.

#### **D. IMPLEMENT: Final Comprehensive Master Plan Phase**

*Process:* The Hitchcock Design Group Team will:

1. Develop the draft **Parks Master Plan** deliverable by assembling all information from the planning process in a booklet format, following the following general format:
  - a. Executive Summary: process, primary goals, and objectives
  - b. Introduction: document description, credits
  - c. Chapter One: ENVISION: Strategies
  - d. Chapter Two: PRIORITIZE: Action Plan
  - e. Chapter Three: ANALYZE: Inventory & Analysis
  - f. Chapter Four: CONNECT: Community Engagement
  - g. Chapter Five: Appendix: Supporting Information
2. [STAFF MEETING #5] Meet with Staff to review the **IMPLEMENT: Final Comprehensive Master Plan Phase** recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
3. Receive comments from Staff and Committee, make one round of **Final Revisions** to the Master Plan deliverable for Council presentation.
4. [PARK BOARD MEETING #3] Prepare for and conduct Park Board presentation of the **IMPLEMENT: Final Comprehensive Master Plan Phase** recommendations and deliverables.
5. Print and deliver **Hard Copies** of the Final Master Plan deliverable (as a reimbursable expense) and deliver to Staff.

**Equal Employment Opportunity Policy (Section 1.1)**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Berwyn Park District, which bases employment upon personal capabilities and qualifications without discrimination because of an individual's actual or perceived race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression), age, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other protected characteristic as established by law.

In accordance with federal, state, and local laws, it is the Berwyn Park District's policy to provide equal employment opportunities to all qualified persons. The Berwyn Park District makes and executes all personnel policies, procedures and decisions pertaining to hire, promotion, transfer, layoff, rates of pay, discipline, dismissal and other terms and conditions of employment without regard to an individual's actual or perceived race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression), national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, age, marital status, veteran status, civil union partnership, order of protection status, genetic information, disability, association with a person with a disability, unfavorable discharge from military service or military status, sexual orientation, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other category protected by law.

The Berwyn Park District makes reasonable accommodations when necessary for all employees and/or applicants with disabilities, provided the individual is otherwise qualified to perform the essential functions of the job with or without the reasonable accommodations. The Berwyn Park District encourages such individuals to discuss their need for a reasonable accommodation with the Human Resources Department (see the ADA Policy).

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The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees should refer their questions or concerns to the Human Resources Department. If the employee is uncomfortable reporting to the Human Resources Department, the employee should report to their Department Head, Executive Director or President of the Board. (For the full complaint reporting procedure, see the Berwyn Park District's Nondiscrimination and Antiharassment Policy)

## **Nondiscrimination and Antiharassment Policy (Section 1.2)**

The Berwyn Park District commits to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. The Berwyn Park District expects all relationships among people in the workplace to be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, intern, officer, official, commissioner or Board member, agent, volunteer and vendor of the Berwyn Park District, as well as anyone using the Berwyn Park District's facilities, to refrain from sexual and other harassment. The Berwyn Park District will not tolerate sexual or any other type of harassment of or by employees, interns, elected officials, or any other person in an employee's work environment. Actions, words, jokes or comments based on an individual's actual or perceived gender (including gender identity or expression), sex, race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, association with a person with a disability, sexual orientation, civil union partnership, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals because of their actual or perceived gender (including gender identity or expression), sex, sexual orientation, civil union partnership, race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, association with a person with a disability, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other legally protected characteristic, from participating in business or work-related social activities or discussions to avoid allegations of harassment.

The law and policies of the Berwyn Park District prohibit disparate treatment based on an individual's actual or perceived gender (including gender identity or expression), sex,



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sexual orientation, civil union partnership, race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, association with a person with a disability, order of protection status, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The Berwyn Park District intends the prohibition against harassment, discrimination and retaliation to complement and further these policies, not to form the basis of an exception to them.

In addition to this policy and the Berwyn Park District's EEO Policy, the Berwyn Park District provides training on discrimination, harassment and retaliation to its employees at or near the time of hire and annually thereafter.

### **Definitions of Harassment**

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors or any other verbal, physical or visual conduct of a sexual nature when any of the following occur:
  - Submission to the conduct is made either implicitly or explicitly as a condition of the individual's employment.
  - Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
  - The harassment has the purpose or effect of interfering with the individual's work performance or creating an environment that is intimidating, hostile, or offensive to the individual.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender or sex. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.
2. The Berwyn Park District also strictly prohibits harassment on the basis of any other legally protected characteristic. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an

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individual because of an individual's actual or perceived race (including but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, gender (including gender identity or expression), sex, sexual orientation, civil union partnership, age, national origin, citizenship status, work authorization status (i.e., the status of being a person born outside the U.S., who is not a U.S. citizen but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, disability, association with a person with a disability, order of protection status, pregnancy, childbirth or a medical condition related to childbirth or pregnancy, or any other characteristic protected by law, or that of an individual's relatives, friends or associates, and results in any of the following:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings, business-related social events and any other location where the Berwyn Park District has assigned the individual to perform their job duties.

**IMPORTANT: Any employee/ intern engaging in practices or conduct constituting sexual harassment, discrimination, harassment or retaliation (as discussed later in this policy) of any kind will be subject to disciplinary action, up to and including dismissal from employment. The Berwyn Park District will take appropriate remedial action against any other individual (e.g., board members, independent contractors, patrons, vendors, etc.) engaging in practices or conduct constituting sexual harassment, discrimination, harassment or retaliation.**

### **Retaliation Is Prohibited**

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The Berwyn Park District prohibits retaliation against any individual, because the individual reports discrimination, harassment, or retaliation; participates in an investigation of such reports; and/or files a charge of discrimination, harassment or retaliation. Retaliation against an individual for reporting harassment, discrimination or retaliation; participating in an investigation of a claim of harassment, discrimination or retaliation; or for filing a charge of discrimination, harassment or retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including dismissal and/or other remedial action as warranted by the circumstances.

In addition to the Berwyn Park District's prohibition on retaliation, various state and federal laws prohibit retaliation for reports of discrimination, harassment or retaliation. For instance, protections against retaliation exist under the Illinois Human Rights Act and, depending on the circumstances, protections against retaliation may exist under the Illinois Whistleblower Act and/or the State Officials and Employee Ethics Act.

### **Complaint Reporting Procedure**

The Berwyn Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. This policy applies to all full-time, part-time, temporary and seasonal employees and interns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination or retaliation. While the Berwyn Park District has not established a fixed reporting period, it strongly urges the prompt reporting of complaints or concerns, so the Berwyn Park District can take rapid remedial action if warranted.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing, discriminatory or retaliatory conduct from promptly advising the offender that the offender's behavior is unwelcome and requesting it be discontinued. However, nothing in this policy will require individuals who believe they are being subjected to harassing, discriminatory or retaliatory behavior to inform the offender.

If an employee experiences or witnesses harassment, discrimination or retaliation of any kind, the employee should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to their immediate supervisor, Department Head and/or the Executive Director. The employee should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, texts, social media postings, tweets, emails and telephone messages can strengthen documentation. Any

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employee, even when the discrimination, harassment or retaliation is not directed at them, can and should make a complaint.

- **Direct Communication with Offender:** If there is harassing, discriminatory or retaliatory behavior in the workplace, and if the employee feels comfortable doing so, they should directly and clearly express the objection to the offending person(s) regardless of whether the behavior is directed at the employee witnessing the behavior. If the employee is the harassed individual, and if the employee feels comfortable doing so, they should also clearly state the conduct is unwelcome and the offending behavior must stop. However, an employee is not required to confront the person directly who is the source of the report, question or complaint before notifying any of those individuals listed below. The Berwyn Park District does not require an employee to confront the person who is the source of the report, question or complaint directly, if they feel uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
- **Report to Supervisory and Administrative Personnel:** At the same time direct communication is undertaken, or in the event the employee witnessing or experiencing the behavior feels threatened or intimidated by the offending person, the employee should promptly report the offending behavior to their immediate supervisor or Department Head. If the employee feels uncomfortable doing so, or if the immediate supervisor and/or Department Head is the source of the problem, condones the problem or ignores the problem, please report the conduct directly to the Executive Director. If the Executive Director is the source of the problem, condones the problem or ignores the problem, the employee should immediately report the incident or incidents in writing directly to the President of the Board.
- **Report to Executive Director/President of the Board:** An individual may also report incidents of harassment, discrimination or retaliation directly to the Executive Director. If the complaint alleges harassment, discrimination or retaliation by the Executive Director, or if the Executive Director condones the problem or ignores the problem, an employee should immediately report the incident or incidents in writing to the President of the Board.
- **Complaint Against a Board Member:** If someone makes a complaint about alleged discrimination, harassment or retaliation by an elected official of the Berwyn Park District (such as a Board Commissioner), they should also report the allegations to the Human Resources Department, the President of the Board or any other board member not involved in the alleged discrimination, harassment or retaliation. If someone makes a complaint against an elected official of the Berwyn Park District under this section, the Berwyn Park District will refer the matter to its legal counsel. The Human Resources Department (or its designee) or an independent attorney or consultant will document and thoroughly investigate the

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complaint. A committee made up of other board members who are not subjects of the allegations will review the findings.

When someone reports an allegation of discrimination, harassment or retaliation, the Berwyn Park District will conduct an investigation within a prompt period of time and take appropriate remedial action when the investigation determines the allegation is a substantiated violation of policy. At no time will personnel involved in the alleged discrimination, harassment or retaliation conduct the investigation.

Nothing in this policy precludes a report of discrimination, harassment or retaliation to the Illinois Department of Human Rights (IDHR), which is the state Berwyn Park District responsible for enforcing the Illinois Human Rights Act, as described in the Conclusion section below. The IDHR maintains a hotline for confidential reports of sexual harassment at 877.236.7703.

### **Harassment Allegations Against Nonemployees/Third Parties**

If an employee makes a complaint alleging harassment, discrimination or retaliation against an agent, vendor, supplier, contractor, volunteer or person using Berwyn Park District programs or facilities, the Executive Director (or designee) will promptly investigate the incident(s) and determine the appropriate remedial action, if any. The Berwyn Park District will take reasonable efforts to protect the reporting/impacted employee(s) from further contact with such persons when warranted or will take other reasonable steps to remediate the situation, including (but not limited to) evaluating interim steps warranted while the Berwyn Park District investigates the allegations.

**IMPORTANT: Individuals who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the complaint reporting procedure.**

### **Harassment Allegations by Elected Officials Against Other Elected Officials**

Elected officials can report alleged harassment by one elected official against another to the Berwyn Park District's President of the Board. If the President of the Board reports the harassment or the allegation implicates the President of the Board, elected officials should report the allegation to any other Berwyn Park District board member. If a complaint is made against an elected official of the Berwyn Park District by another elected official of the Berwyn Park District under this section, the Berwyn Park District will refer the matter to the Berwyn Park District's legal counsel. An independent review will thoroughly investigate the allegations of the complaint, which may include referring the matter to a qualified, independent attorney or consultant to review and investigate the allegations. If warranted (as determined, where possible, by a committee of the other

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commissioners who are not the reporting official or the official who is the subject of the complaint), the Berwyn Park District will take reasonable remedial measures.

### **Harassment of Nonemployees**

The Berwyn Park District strictly forbids harassment of non-employees by employees and will discipline employees, up to and including dismissal for engaging in harassment. If a non-employee has a complaint of harassment, they should notify the Berwyn Park District's Human Resources Department. If the complaint implicates the Human Resources Department, non-employees can report the allegation to the Executive Director of the Berwyn Park District. If the allegation implicates both the Human Resources Department and the Executive Director, the nonemployee can make the report to the President of the Board. The Human Resources Department, Executive Director or President of the Board (or designee) as appropriate will thoroughly investigate the allegations of the complaint and, if warranted, take reasonable remedial measures. For the purposes of this section, "nonemployee" means a person who is not otherwise an employee of the Berwyn Park District and is directly performing services for the employer pursuant to a contract with the employer; it includes independent contractors and consultants.

### **Responsibility of Supervisors and Witnesses**

Any supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination and/or retaliation of or by any individual should immediately advise the Executive Director, and the Executive Director (or designee) will investigate the conduct promptly and take prompt remedial action, if the investigation substantiates the allegations. In the event the allegations implicate the Executive Director, the supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination and/or retaliation of or by any individual should immediately advise the President of the Board, and the Berwyn Park District will investigate the conduct promptly and take prompt remedial action, if the investigation substantiates the allegations.

The Berwyn Park District encourages all individuals to report incidents of harassment, discrimination and retaliation regardless of who the offender may be or whether the reporting employee is the intended victim.

### **The Investigation**

The Berwyn Park District will investigate any reported allegations of harassment, discrimination or retaliation promptly. The Berwyn Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality, as the Berwyn Park District must be able to investigate fully and take prompt remedial action when

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necessary. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant to the allegations. The Berwyn Park District reserves the right and hereby provides notice that it may use third parties to investigate claims of harassment, discrimination or retaliation. Employees must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including dismissal from employment.

### **Responsive Action**

After investigation, the Berwyn Park District will determine whether the investigation substantiates a complaint of harassment, discrimination or retaliation after reviewing the facts and circumstances of each situation. The Berwyn Park District will deal with misconduct constituting a violation of this policy (such as engaging in harassment, discrimination or retaliation) appropriately. Appropriate remedial action for a substantiated complaint may include, by way of example only: training, referral to counseling and/or disciplinary action (such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or dismissal from employment), as the Berwyn Park District believes appropriate under the circumstances.

### **False and Frivolous Complaints**

Given the possibility of serious consequences for an individual accused of sexual or other harassment, discrimination or retaliation, the Berwyn Park District considers complaints made in bad faith or otherwise false and frivolous charges severe misconduct and may result in disciplinary action, up to and including dismissal.

### **Conclusion**

In summary, employees have a right to: be free from unlawful discrimination, harassment or retaliation in the workplace (see this policy and the Berwyn Park District's EEO Policy); file a charge of discrimination, harassment or retaliation (see this policy); and obtain reasonable accommodations, such as those based on pregnancy, childbirth or medical conditions related to pregnancy or childbirth (see the Berwyn Park District's ADA Policy and Pregnancy Discrimination Policy).

While the Berwyn Park District hopes to be able to resolve any complaints of discrimination, harassment or retaliation within the Berwyn Park District, it acknowledges each employee's right to contact the IDHR at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. The IDHR also has a reporting hotline that includes a method for the intake of anonymous phone calls regarding allegations of sexual harassment: 877.236.7703. If the

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IDHR determines there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (IHRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, an employee may file a complaint directly with the IHRC between the 365th and the 395th day.



**Americans with Disabilities Act Policy (Section 1.3)**

The Berwyn Park District commits to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Berwyn Park District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's actual or perceived disability (or association with a person with a disability) so long as the employee can perform the essential functions of the job with or without reasonable accommodations. Consistent with this policy of nondiscrimination, the Berwyn Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Berwyn Park District aware of their disability, provided such accommodation does not constitute an undue hardship on the Berwyn Park District or create a direct threat to the safety of the employee or the safety of others.

The Berwyn Park District will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, dismissal or other terms, conditions or privileges of employment based on job-related qualifications and abilities.

**Requests for Reasonable Accommodations – Interactive Process**

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department or their Department Head. The Berwyn Park District encourages individuals with disabilities to come forward and request reasonable accommodation when needed. If employees feel uncomfortable making an accommodation request to the Human Resources Department or their Department Head, or they believe the accommodation request was not properly managed when made, they should report the matter to the Executive Director.

On receipt of an accommodation request, the Berwyn Park District (usually the Human Resources Department or designee) will meet with the requesting employee as part of an interactive process. During this interactive process, the employee and the Berwyn Park District will discuss and identify the precise limitations or restrictions resulting from the disability and the potential accommodation(s) the Berwyn Park District might make to help overcome those limitations/restrictions and allow the employee to perform the essential job functions of the employee's position. The Berwyn Park District may request employees obtain medical documentation supporting their reported need for reasonable accommodations in compliance with applicable laws.

The Berwyn Park District will determine the feasibility and reasonableness of the requested accommodation considering various factors, including but not limited to, the nature and cost of the accommodation, the Berwyn Park District's overall financial and

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other resources, the accommodation's impact on the operation of the department, including the ability of other employees to perform their duties, and the Berwyn Park District's ability to provide its services to the public.

The Berwyn Park District determines what is a reasonable accommodation on a case-by-case analysis. The ADA does not require the Berwyn Park District to make the best possible accommodation, reallocate essential job functions, create new positions or provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.). However, when the Berwyn Park District denies a particular request, it will endeavor to find and offer a reasonable alternative.

### **Decision on Accommodations and Appeal Process**

The Berwyn Park District will inform the employee of its decision on the accommodation request. If the Berwyn Park District denies accommodation requests, it will advise the employee of their right to appeal the decision by submitting a written statement explaining the reasons for the request to the Human Resources Department or (if the denial came from the Human Resources Department) to the Executive Director. If the Executive Director denies the appeal request, that decision is final.

### **Questions on Policy – Reporting Disability Discrimination/Harassment**

An employee or job applicant who has questions regarding this policy or believes they have been discriminated against or harassed based on an actual or perceived disability (or based on an association with a person with a disability) should immediately follow the Complaint Reporting Procedure outlined in the Berwyn Park District's Nondiscrimination and Antiharassment Policy. The Berwyn Park District will treat all such inquiries or complaints as confidentially as possible. However, the Berwyn Park District cannot guarantee absolute confidentiality, as it must share information as needed to investigate complaints promptly and take remedial action when warranted.

### **No Retaliation**

The antiretaliation provisions in the Berwyn Park District's Nondiscrimination and Antiharassment Policy apply to this ADA Policy in equal force.

### **Summary**

In summary, employees have a right to: be free from unlawful discrimination or harassment in the workplace; file a charge of discrimination or harassment; and obtain reasonable accommodations for disabilities.

While the Berwyn Park District hopes to resolve any complaints of discrimination within the Berwyn Park District, it acknowledges each employee's right to contact the IDHR at

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the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. If the IDHR determines there is sufficient evidence of discrimination to proceed further, it will file a complaint with the IHRC, located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, an employee may file a complaint directly with the IHRC between the 365th and the 395th day.

### **Pregnancy Discrimination Policy (Section 1.4)**

The Berwyn Park District prohibits and does not tolerate discrimination against anyone on the basis of pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth. The Berwyn Park District commits to making reasonable accommodations related to pregnancy, childbirth and medical or common conditions related to pregnancy or childbirth. It treats all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to job-related functions, benefits and opportunities. No person or employee, no matter their title or position, has the authority, whether express, actual, apparent or implied, to discriminate against a pregnant employee or applicant.

The Berwyn Park District will not deny or remove an applicant or employee from a position, because the applicant or employee is pregnant, considering pregnancy or experiencing any pregnancy-related problems. It will base all decisions regarding a pregnant applicant's or employee's placement in, or continuation in, a job on the same considerations that govern all employment decisions – the applicant's or employee's ability to perform the essential functions of the job in question satisfactorily, with or without reasonable accommodation.

### **Requests for Reasonable Accommodations – Interactive Process**

Employees or applicants who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department or their Department Head. The Berwyn Park District encourages employees or applicants to come forward and request reasonable accommodation when needed for pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth. If employees or applicants feel uncomfortable making an accommodation request to the Human Resources Department or their Department Head, or they believe the accommodation request was not properly managed when made, they should report the matter to the Executive Director.

On receipt of an accommodation request, the Berwyn Park District (usually the Human Resources Department or designee) will meet with the requesting employee or applicant to begin an interactive process. During this interactive process, the employee/applicant and the Berwyn Park District will discuss and identify the precise limitations or restrictions resulting from the pregnancy, childbirth or a related medical or common condition, and the potential accommodation(s) the Berwyn Park District might make to help overcome those limitations/ restrictions and allow the employee to perform the essential job functions of the position without creating an undue hardship to the Berwyn Park District. The Berwyn Park District may request employees obtain medical

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documentation supporting their reported need for reasonable accommodations in compliance with applicable laws.

The Berwyn Park District will determine the feasibility and reasonableness of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the Berwyn Park District's overall financial and other resources, the accommodation's impact on the operation of the department, including the ability of other employees to perform their duties, the Berwyn Park District's ability to provide its services to the public and any undue hardships.

The Berwyn Park District will determine what it considers a reasonable accommodation on a case-by-case analysis. When it denies a particular request, the Berwyn Park District will endeavor to find and offer a reasonable alternative. The Berwyn Park District will not require an employee/applicant to accept an accommodation other than a reasonable accommodation arrived at through the interactive process, nor will the Berwyn Park District require an employee to take leave, whether paid or unpaid, if it can provide another reasonable accommodation.

### **Decision on Accommodations and Appeal Process**

The Berwyn Park District will inform the employee or applicant of its decision on the accommodation request. If the Berwyn Park District denies accommodation requests, it will advise the employee or applicant of their right to appeal the decision by submitting a written statement explaining the reasons for the request to the Human Resources Department or (if the denial came from the Human Resources Department) to the Executive Director. If the Executive Director denies the appeal request, that decision is final.

### **Questions on Policy – Reporting Disability Discrimination/Harassment**

An employee or job applicant who has questions regarding this policy or believes they have been discriminated against or harassed based on their pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth or believes they have been retaliated against for their request for accommodation or opposition to discrimination/harassment, should immediately follow the Complaint Reporting Procedure outlined in the Berwyn Park District's Nondiscrimination and Antiharassment Policy. The Berwyn Park District will treat all such inquiries or complaints as confidentially as possible. However, the Berwyn Park District cannot guarantee absolute confidentiality, as it must share information as needed to investigate complaints promptly and take remedial action when warranted.

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### **No Retaliation**

The antiretaliation provisions in the Berwyn Park District's Nondiscrimination and Antiharassment Policy apply to this Pregnancy Discrimination Policy in equal force.

### **Summary**

Employees have a right to: be free from unlawful discrimination or harassment in the workplace; file a charge of discrimination or harassment; and obtain reasonable accommodations for pregnancy, childbirth and/or related medical or common conditions.

While the Berwyn Park District hopes to resolve any complaints of discrimination within the Berwyn Park District, it acknowledges each employee's right to contact the IDHR at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. If the IDHR determines there is sufficient evidence of discrimination to proceed further, it will file a complaint with the IHRC, located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, an employee may file a complaint directly with the HRC between the 365th and the 395th day.

**Rev.: June 6, 2023 (per Pregnancy Workers Fairness Act eff. June 27, 2023)**

**Open Door Policy (Section 1.5)**

The Berwyn Park District promotes an atmosphere whereby employees can talk freely with members of management. It encourages employees to discuss openly with their immediate supervisor any problems, so the Berwyn Park District may take appropriate action. If the immediate supervisor cannot help, the Department Head and Executive Director are available for consultation and guidance. The Berwyn Park District is interested in all of its employees' success and happiness with their employment and welcomes the opportunity to help employees whenever feasible.

**Anti-Nepotism Policy (Section 1.6)**

The Berwyn Park District will consider members of an employee's immediate family for employment on the basis of their qualifications only but may not hire immediate family if employment would create any of the following circumstances:

1. Supervisor/subordinate relationship with a family member.
2. Potential for an adverse impact on work performance.
3. Actual conflict of interest or the appearance of a conflict of interest.

This Berwyn Park District also considers this policy when assigning, transferring or promoting employees. For the purpose of this policy, immediate family includes: spouse; civil union or domestic partner; parent; child; sibling; in-law; aunt; uncle; niece; nephew; grandparent; grandchild; and members of household. This policy also applies to romantic relationships (Please review the Berwyn Park District's policy on Romantic or Sexual Relationships).

Employees who later become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, the Berwyn Park District will try to find a suitable position to which one of the employees can transfer and will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If changes of this nature are not feasible or reasonable, the Berwyn Park District will ordinarily allow employees to determine which of them will resign. If the employees cannot make a decision, the Berwyn Park District will decide, in its sole discretion, who will remain employed.



**Introductory Employment Period (Section 1.7)**

New employees go through an initial period of adjustment to learn about the Berwyn Park District and their jobs. During this time, employees have an opportunity to find out if they are suited to, and like, their new position(s).

The initial employment period also gives employees' supervisors a reasonable period of time to evaluate performance, including determining if the employee appears to possess the aptitude and attitude necessary to meet the required standards and expectations of the position. The introductory employment period is six months for full-time and part-time employees and three months for seasonal employees.

Employees' immediate supervisors will use the introductory period to help employees adjust to their new positions and for orientation and training, if any. The Berwyn Park District may dismiss from employment employees at any time during this period, if the supervisor concludes employees are not progressing or performing satisfactorily. Under appropriate circumstances, the introductory period may be extended. **Additionally, as is true at all times during employment with the Berwyn Park District, employees' employment is not for any specific time, and the Berwyn Park District may terminate it at will, with or without cause and without prior notice.**

At the end of the introductory employment period, the employee and immediate supervisor may discuss the employee's performance and/or the immediate supervisor may provide a written evaluation for the employee. Provided the employee's job performance meets the expectations of the Berwyn Park District at the end of the introductory employment period, the employee will continue in employment as an at-will employee. **Successful completion of the introductory period does not guarantee continued employment for any specific period of time or otherwise create an employment contract between the employee and the Berwyn Park District, and employees remain at-will at all times.**

## **Classification, Definitions, and Status of Employees (Section 1.8)**

### **Introductory Employees**

The Berwyn Park District classifies all full-time and part-time employees as Introductory Employees during the first six months of employment with the Berwyn Park District (also known as the Introductory Period) for purposes of orientation, evaluation and training, if any. The Introductory Period for seasonal employees is three months. Introductory Employees also include employees who have previously served with the Berwyn Park District and are beginning a new position.

During their Introductory Period, the Berwyn Park District will pay newly hired employees for holidays recognized by the Berwyn Park District that are applicable to their employment classification. However, the Berwyn Park District does not allow them other time off such as vacation, personal, illness or floating holidays. Other employee benefits (such as insurance) will be applicable as required or mandated by the Berwyn Park District's agreement with the group insurance providers or by Berwyn Park District policy and depends upon the employee's classification. Transferred or promoted employees will continue the same benefits, if any, they had previously, unless the employee's new position provides for different or no benefits.

### **Full-time Employees**

The Berwyn Park District considers employees designated as full-time by the Executive Director or the board and who have completed their introductory period as full-time employees. The Berwyn Park District classifies full-time employees as exempt or nonexempt (depending on their job duties and salaries). The Berwyn Park District generally schedules full-time employees to work at least 40 hours per workweek for four consecutive calendar quarters during a calendar year. The Berwyn Park District may require full-time employees to work additional hours as necessary to complete all assigned tasks and as-needed during busy periods. The Berwyn Park District excludes short-term and part-time employees from the full-time employee classification regardless of the number of hours worked.

### **Part-time Employees**

The Berwyn Park District classifies employees designated as part-time by the Executive Director or the board under one of the following three categories depending on work schedule:

- **Classification I:** Part-time employees generally scheduled to work at least 1,000 hours during three quarters of a calendar year.
- **Classification II:** Part-time employees generally scheduled to work at least 600 hours but less than 1,000 hours during three quarters of a calendar year.

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- **Classification III:** Part-time employees generally scheduled to work less than 600 hours during three quarters of a calendar year.

The Berwyn Park District classifies part-time employees as exempt or nonexempt (depending on their job duties and salaries) and may require them to work more than their generally scheduled hours during busy periods. The number of hours that a part-time employee actually works will not change the employee's status or classification as a part-time employee. Unless specifically stated otherwise in writing by the Executive Director or the board, part-time employees are not eligible to receive benefits, except as required by law (e.g., some part-time classification I employees will be eligible to participate in the Illinois Municipal Retirement Fund (IMRF), healthcare insurance and other benefits provided by the Berwyn Park District, as described in the relevant summary plan descriptions and this handbook). The Berwyn Park District excludes short-term (or seasonal) employees from the part-time employees classification regardless of the number of hours worked.

### **Short-term (or Seasonal) Employees**

Regardless of hours worked in a workweek or period, the Berwyn Park District considers employees designated short-term (or seasonal) by the Executive Director or the board and who work in a specific function or project for a temporary and limited period of time (generally less than three quarters during a calendar year) as short-term employees. The Berwyn Park District pays a short-term employee in a nonexempt position by the hour but a short-term employee in an exempt position according to the terms of hire for that individual. The Berwyn Park District will not consider any short-term employee working during three quarters or more of a calendar year a full-time or part-time employee unless designated in writing by the Executive Director or the board. The Berwyn Park District does not guarantee it will rehire short-term employees in a subsequent season or, if rehired, that it will rehire them for the same position. Short-term employees are ineligible to receive benefits.

### **Exempt and Nonexempt Employees**

Exempt employees are those employees classified by the Berwyn Park District as exempt, who are paid on a salary basis, and whose job duties are exempt from the overtime and compensatory provisions of the federal and state wage and hour laws. Exempt employees are not eligible for overtime pay. The Berwyn Park District calculates their salaries on a weekly basis, but exempt employees must still track and submit documentation of hours worked per workweek for record-keeping purposes.

Nonexempt employees receive overtime pay or compensatory time in accordance with our overtime and compensatory time policies and applicable laws. The Berwyn Park

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District typically calculates their pay rates on an hourly basis, and nonexempt employees must use a time clock and/or time sheets to track and document hours worked per workweek.

### **Definitions/Employment Status**

**Executive Director** – Executive Director for the Berwyn Park District.

**Department Heads** – Employees who direct and are in charge of a particular department within the Berwyn Park District's organization structure. Department Heads may include without limitation Superintendent of Parks, Superintendent of Recreation and Superintendent of Finance and Human Resources.

**Managers** – Employees who manage and/or have supervisory responsibility over employees employed at various Berwyn Park District facilities, buildings or grounds.

**Supervisor** – An employee's immediate supervisor and each supervisor at succeeding levels of authority within the department, up to and including the Executive Director.

### **Employee Classification Review**

Employees may at any time submit a written request to the Human Resources Department for a review of the classification or status of their position. The request must state the employee's reasons justifying a review. The Human Resources Department will investigate the position with a view toward determining its classification and will discuss its findings and recommendations with the appropriate Department Head and/or the Executive Director. The Executive Director has final approval over any change in the classification or status of a position pursuant to this policy, and their decision is final. The Human Resources Department will notify the requesting employee of the decision and the reasons for the decision.

### **Hiring Procedures (Section 1.9)**

The Berwyn Park District attempts to hire and retain the best available, suitable and qualified individuals for all staff positions determined at its sole discretion. The Berwyn Park District may need to reorganize departments or reassign responsibilities within a department or position from time to time to best serve the public and better utilize its limited resources.

### **Position Vacancies**

The Berwyn Park District will attempt to post full-time position vacancies on Berwyn Park District bulletin boards, its intranet and/or external websites, though it usually will not post part-time and short-term openings. If available, employees can obtain a list of these positions from the Human Resources Department or external websites. The Berwyn Park District may also recruit applicants for position vacancies from outside of the organization.

### **Transfer and Promotion**

Employees interested in a particular opening should apply, in writing, to the position's hiring supervisor or notify their immediate supervisor. The Berwyn Park District will make all transfers and advancements on the basis of past performance, ability, attitude, aptitude and other relevant job-related criteria as determined by the Berwyn Park District in its sole discretion. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants.

### **Application and Selection Process**

1. Individuals interested in a particular position opening must complete an application for employment. The initial application may consist of an Berwyn Park District application form or a letter and/or resume. The Berwyn Park District requires applicants, including current employees, to furnish information and complete any and all forms deemed necessary, in the Berwyn Park District's sole discretion, to inform the Berwyn Park District satisfactorily of an applicant's qualifications and suitability for the position. Providing false, incomplete or misleading information in the employment application or other materials submitted on an application or in response to any questions, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment or dismissal of an employee.
2. The selection process involves an evaluation of the applicant's apparent qualifications for the position sought. This includes, but is not limited to, a review of the application materials, one or more interviews by phone or in person, verification of information obtained from the application or interview, checking of

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references, testing (when applicable for a position) and/or any other means required to evaluate adequately an applicant's qualifications and suitability to perform properly the necessary and essential functions of the particular position. The Berwyn Park District attempts to base employment, advancement and promotion decisions on a person's apparent suitability for the position including, without limitation, past performance, future potential and aptitude and attitude.

3. The Berwyn Park District may give the selected applicant a formal, written offer of employment that will include the job title, expected starting date, starting rate of pay and any other details related to the position. The offer of employment will be contingent upon the individual's successful completion of one or more pre-employment tests and criminal background checks applicable to the position. The Berwyn Park District will send a copy of the offer letter, signed by the applicant's hiring supervisor, to the Human Resources Department for inclusion in the employee's personnel file. This employment offer does not constitute an actual or implied employment contract and will not change or modify the at-will employment relationship between employees and the Berwyn Park District.

### **Proof of Right to Work**

Within three business days of the date employment begins, Berwyn Park District employees must provide adequate documentation of their eligibility to work in the United States. The Berwyn Park District requires all new employees to furnish proof of citizenship or right to work by completing the Federal Form I-9 and providing appropriate supporting documentation within the first three days of employment.

### **Proof of Birth Date**

The Berwyn Park District requires all employees to furnish certified proof of date of birth at the time of hire.

### **Preemployment Tests (Section 1.10)**

The Berwyn Park District may require one or more tests of employees hired for certain positions, including without limitation, transferred and promoted employees.

The Berwyn Park District requires certain job positions (e.g., maintenance staff, trades, security staff, drivers of Berwyn Park District vehicles and other safety-sensitive positions deemed appropriate), to complete a medical examination successfully after offering a position to the employee but prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered with or without reasonable accommodations. The Berwyn Park District will also require preemployment drug testing, in accordance with the Berwyn Park District's Alcohol and Drug Abuse Policy, for all applicants offered a full-time position with the Berwyn Park District and for all other applicants based upon the position offered.

A healthcare provider of the Berwyn Park District's choice and at the Berwyn Park District's expense will perform the examination. Employees must consent to the disclosure of the findings, conclusions and opinions to the Berwyn Park District. The Berwyn Park District will maintain employee medical records, including pre-employment medical examinations and drug tests, in a separate confidential file and will not release or disclose information in an employee's medical file without the impacted employee's written consent, pursuant to court order, or except to persons with a lawful right or need to know.

The Berwyn Park District may require employees to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. The Berwyn Park District will conduct such examinations under the same procedures and guidelines outlined above for pre-employment medical examinations.

### **State Criminal Conviction Background Check**

#### **Park Districts**

State statute (70 ILCS 1205/8-23) requires park districts to obtain criminal conviction information concerning all applicants, and the Berwyn Park District will initiate a criminal background check for applicants for all positions prior to the applicant starting work. Pursuant to the statute, any conviction of offenses enumerated in subsection (c) of said statute (regardless of when the conviction sentenced ended) will automatically disqualify the applicant from consideration for working for the Berwyn Park District, and any conviction of offenses enumerated in subsection (d) of said statute where the conviction sentence ended within the seven years prior to employment will automatically disqualify the applicant from consideration for working for the Berwyn Park District. Any other

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conviction(s) will not automatically disqualify the applicant from consideration, but rather, the Berwyn Park District will consider such conviction(s) pursuant to its Criminal Convictions Policy. The Berwyn Park District does not require applicants to disclose sealed or expunged records of corrections. The Berwyn Park District may require applicants to submit fingerprints and/or other identification information to facilitate such an investigation. All information concerning the record of convictions will be confidential and only transmitted to those persons who are necessary to the decision process.

### **Preemployment Drug Test**

The Berwyn Park District will require drug testing, in accordance with the its Alcohol and Drug Abuse Policy, for all applicants offered a full-time position with the Berwyn Park District and other applicants based upon the position offered.

The Berwyn Park District will test employees required to have a commercial drivers license (CDL) for their position in accordance with the Berwyn Park District's CDL Controlled Substance and Alcohol Testing Policy.

### **Driver's License Abstract**

Although the Berwyn Park District does not generally require all employees to have a valid driver's license as a condition of their employment, any employee expected to drive either their personal vehicle or an Berwyn Park District vehicle in the course of their job duties must have a valid driver's license with the proper classification for the vehicle(s) the employee will operate. Before such an employee has started work, and generally on an annual basis thereafter, the Berwyn Park District will request a driver's license abstract review from the Illinois Secretary of State's office.

A history of severe and/or excessive driving violations may result in an applicant/employee being unable to drive as part of their work duties, and if driving is an essential function of their position, may result in rescission of an offer or discipline up to and including dismissal from employment. Similarly, a driver's license being placed on suspended or restricted status may result in an applicant/employee being unable to drive as part of their work duties, and if driving is an essential function of their position, may result in rescission of an offer or discipline up to and including dismissal from employment. However, if a restriction or suspension is a result of an applicant's/employee's disability or pregnancy, the applicant/employee will have all rights available under the Berwyn Park District's ADA and Pregnancy Discrimination Policies, and the Berwyn Park District will engage in the interactive process to determine what reasonable accommodations, if any, are available to the employee pursuant to the relevant policy.



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### **Orientation (Section 1.11)**

Newly hired employees or employees who, because of a transfer, promotion or reclassification, are in a different employment classification or qualify for different benefits must report to the Human Resources Department on or before the first day in that position to complete the necessary paperwork.

The Berwyn Park District may require each new employee, including transferred or promoted employees, to complete a job training and orientation session within the first two weeks of their employment in their new position. The orientation process may include training required by both governmental regulations and compliance with the regulations and guidance promulgated by the Park District Risk Management Berwyn Park District. The Berwyn Park District requires employees to sign an Employee Orientation Checklist or Acknowledgement to confirm they received and understand the necessary material.

**Employment in More Than One Department (Section 1.12)**

The Berwyn Park District usually hires employees for a specific position in a department. Provided it does not compromise in any manner the employee's primary job with the Berwyn Park District, and the employee receives written, advance permission from the employee's Department Head (which may be withheld for any lawful reason in the Berwyn Park District's sole discretion), an employee may work an additional part-time or short-term job with the Berwyn Park District. (Employees may not have more than one full-time job with the Berwyn Park District.) The Berwyn Park District may subsequently revoke permission, however, if it determines in its sole discretion that such an additional job adversely interferes with an employee's primary job or for any other lawful business reason.

**Outside Employment (Section 1.13)**

If full-time employees secure employment outside of their job with the Berwyn Park District, they must inform their Department Head and the Executive Director. If it appears, in the sole discretion of a Department Head or Executive Director, that the outside employment presents a possible conflict of interest or interferes with fulfilling job responsibilities at the Berwyn Park District, the Department Head and/or Executive Director can require employees to quit their outside employment to resign from the Berwyn Park District if unwilling to quit their outside employment.

To avoid potential conflicts of interest, full-time, part-time and short-term (or seasonal) employees may not accept work from or work for persons or companies with whom the Berwyn Park District conducts any form of business.

No employee may work for another employer when they are scheduled or requested to work for the Berwyn Park District.

Failure to terminate outside employment when so directed by a Department Head and/or Executive Director may be cause for disciplinary action, up to and including dismissal from employment.

### **Performance Evaluations (Section 1.14)**

The Berwyn Park District has a formal performance evaluation system for employees to provide a means of attempting to evaluate an employee's performance and progress. The performance evaluation process assists the Berwyn Park District in making personnel decisions related to promotions, transfers, demotions, dismissals from employment and salary adjustments. Performance evaluations are an essential part of an employee's personnel records.

### **Frequency**

Under usual and appropriate circumstances, full-time and part-time employees should receive a performance review annually. If an employee's job responsibilities change substantially at any time after the annual review, however, the Berwyn Park District may perform another before the next annual review, after the new assignment has begun. Immediate supervisors generally will conduct formal evaluations on a predetermined schedule as set forth by the Executive Director.

Under usual and appropriate circumstances, short-term (or seasonal) employees should receive a performance review at the end of the season or their project. Immediate supervisors generally will conduct these evaluations on a predetermined schedule as set forth by the department in consultation with the Executive Director. While the Berwyn Park District endeavors to provide short-term (or seasonal) employees notification of such evaluations, given the short/seasonal nature of the work, notification may or may not occur at the end of the season/project. In addition, immediate supervisors may give, or employees may request, an informal review at any time.

### **Informal Review of Employee Performance**

Immediate supervisors, Department Heads and/or the Executive Director generally observe and informally evaluate employees' performance on a daily basis. They will attempt to notify employees of observed deficiencies in work performance or inappropriate conduct.

### **Unsatisfactory Review**

If an employee receives an unsatisfactory formal performance evaluation, they are ineligible for a merit pay increase and may be subject to disciplinary action up to and including dismissal from employment. In the case of a short-term (or seasonal) employee, an unsatisfactory performance evaluation may render the employee ineligible to return for a subsequent season and/or project.

### **Appeal**

If an employee disagrees with a formal performance evaluation, they may request another interview with their immediate supervisor to discuss the evaluation. If they do not reach an agreement as to the evaluation, an employee may:

1. Request in writing, within five (5) working days of receipt of the performance evaluation, a meeting with the supervisor at the succeeding level of authority in the department. The request must include an explanation as to why the employee believes a change to the formal performance evaluation is necessary. The employee must attach to the request any supporting documentation. If the employee does not timely request a meeting, the evaluation of the immediate supervisor will be final, and the supervisor will place a copy of the evaluation in the employee's personnel file. If the employee timely requests a meeting, the supervisor will meet with the employee and investigate the circumstances surrounding the evaluation. The supervisor will generally issue a written determination within ten (10) working days of receipt of the written request. If the determination does not satisfy the employee, they may continue this process through each succeeding supervisory level up to the Executive Director. Any decision of the Executive Director is final.
2. In addition, or in the alternative, an employee may also prepare a written response stating their position or objection to the evaluation and request to include the written response in the employee's personnel file.

**Personnel Files (Section 1.15)**

The Berwyn Park District will create a personnel file for each employee that contains all pertinent employment information and forms, including without limitation, employment application, references, evaluations, commendations, disciplinary actions and other employment records. The Berwyn Park District will maintain a separate, confidential file for employees' medical and benefit records, as well as any other confidential personnel records.

The Berwyn Park District will not release or disclose any information contained in personnel (and confidential medical or benefit) files without an employee's written consent, except to persons with a lawful right or need to know, including without limitation, pursuant to a court order.

The Berwyn Park District will not disclose an employee's disciplinary report, letter of reprimand or other disciplinary action to a third party or to a party outside of the Berwyn Park District's organization (except in the event of union representation) without first providing written notice to the employee mailed first-class mail to the employee's last known address on or before the day the information is divulged. (When the request for such a record is made pursuant to IL FOIA, the Berwyn Park District may send the written notice to the employee via first-class mail or through electronic mail). This paragraph is inapplicable, however, if (1) the employee specifically waived written notice as part of a written, signed employment application with another employer; (2) the disclosure is ordered in a legal action or arbitration; or (3) a government Berwyn Park District requested the information as a result of a claim or complaint by the employee or as a result of a criminal investigation by such Berwyn Park District.

Employees may review their personnel files in accordance with applicable law and established Berwyn Park District procedures. If employees wish to review their personnel files, they should contact the Human Resources Department to complete the appropriate forms.

It is to an employee's advantage to ensure all personnel records are accurate and up to date. Employees are responsible for and must promptly advise the Berwyn Park District of any changes in their:

- Name and/or marital status.
- Address and/or telephone number
- Number of eligible dependents.
- W-4 deductions.
- Person(s) to contact in case of emergency.

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- Other personal information the Berwyn Park District needs to know to contact an employee or properly administer Berwyn Park District benefits programs or general operational concerns.
- An employee's immigration status (if eligibility for employment in the United States is affected).

**IMPORTANT: Employees should immediately notify the Human Resources Department of any changes in pertinent information.**

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### **Child Labor Laws: Employment of Minors (Section 1.16)**

The Berwyn Park District complies with all applicable federal, state and local child labor laws regarding employment of minors. This policy does not seek to list all of those laws but to highlight key provisions generally.

All minors under age 16 must have an employment certificate before the Berwyn Park District will allow them to work. The Regional or District Superintendent of Schools or a duly authorized agent issues employment certificates and must give the certificate to the Berwyn Park District for employment purposes, so the Berwyn Park District can produce the certificate upon request to the Illinois Department of Labor.

For purposes of this policy, "School Day" means any day when school is in session and "School Week" means any week where one or more days are school days.

Federal and Illinois child labor laws mandate a minor under the age of 16 cannot work the following hours:

- During school hours when school is in session.
- More than six consecutive days in a calendar week.
- More than 40 hours in a calendar week and more than eight hours a day when school is out.
- Earlier than 7 a.m. and later than 7 p.m., except from June 1 to Labor Day, when the minor may work up to 9 p.m.
- Over three hours a day when school is in session.
- Over eight hours a day combining school and work hours when school is in session.
- Over 18 hours in a calendar week when school is in session.

The Berwyn Park District will provide an unpaid meal period of at least 30 minutes to minors under the age of 16 no later than the fifth consecutive hour of work.

Employees under age 16 cannot supervise any part of the transportation of camp, field trips or other Berwyn Park District-sponsored program participants to or from Berwyn Park District-sponsored activities, including loading participants or materials onto a bus prior to departure, supervising the participants (or performing any other work) during the ride to and from the activity and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under age of 16 are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.



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Under applicable federal, state and local laws, certain duties or positions may be prohibited for certain age groups, such as those under the age of 16 or under the age of 18. The Berwyn Park District complies with all such limitations and may put relevant age restrictions in applicable job descriptions and/or postings for clarity.

**Search of Lockers, Desks, and Other Park District Property (Section 1.17)**

Employees should understand that while certain Berwyn Park District property (such as desks, lockers and vehicles) are available for their use, they remain the property of the Berwyn Park District and are subject to inspection, with or without notice, at any time. Employees cannot store any wrongfully obtained, illegal or prohibited items or substances in or on Berwyn Park District property or otherwise misuse Berwyn Park District property.

**IMPORTANT: Whenever necessary, and at the Berwyn Park District's sole discretion, Berwyn Park District property and employees' work areas (i.e., desks, file cabinets, lockers, vehicles, etc.) may be subject to a search without notice. Employees are required to cooperate.**

The Berwyn Park District will generally try to obtain an employee's consent before conducting a search of Berwyn Park District property or work areas, but this is not required.

**Workplace Inspections**

To safeguard the property and personal safety of its employees and the Berwyn Park District, the Berwyn Park District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes or any other possessions or articles carried to and from Berwyn Park District property by employees and all other persons on the Berwyn Park District's premises.

The Berwyn Park District reserves the right to inspect an employee's office, desk, files, lockers or other area or article on Berwyn Park District premises. As noted above, all lockers, offices, desks, telephones, computers, files and so forth are the property of the Berwyn Park District and issued for employees' use only during and for their employment with the Berwyn Park District.

The Berwyn Park District may conduct inspections at any time at its sole discretion and is not responsible for the loss of personal property.

Employees who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of unauthorized Berwyn Park District property, confidential material, stolen property, weapons, alcohol or cannabis, or illicit drugs, will be subject to disciplinary action, up to and including dismissal.

## **Alcohol and Drug Abuse (Section 1.18)**

### **Purpose**

The Berwyn Park District has implemented an Alcohol and Drug Abuse Policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety and efficiency. Since Berwyn Park District employees operate, supervise and maintain parks, facilities, programs and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the Berwyn Park District wishes to maximize the health and safety of its patrons and employees.

This policy also expresses the Berwyn Park District's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with these statutes and concerns, the Berwyn Park District has resolved to maintain a drug free workplace.

The purpose of this policy is to inform employees of the Berwyn Park District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all Berwyn Park District employees will abide by its terms. As with all policies in this handbook, this policy is subject to periodic addition, modification, or deletion.

This policy does not replace any of the provisions or requirements of the Berwyn Park District's Controlled Substance and Alcohol Testing Policy for positions that require a Commercial Drivers License (CDL). (See the Berwyn Park District's Alcohol and Drug Procedures for CDL Employees Policy.)

Berwyn Park District employees who operate Berwyn Park District commercial motor vehicles and possess a CDL have special responsibilities because of operating vehicles that require additional skill and attentiveness. As part of its continuing commitment to safety and to comply with federal law, the Berwyn Park District has established a controlled substance and alcohol testing policy for Berwyn Park District positions that require a CDL. (See the Berwyn Park District's Alcohol and Drug Procedures For CDL Employees.) Both the Berwyn Park District and the federal government recognize it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The Alcohol and Drug Procedures for CDL Employees is in addition to, and supplements and complements rather than supersedes, all other Berwyn Park District policies, rules, procedures, and practices including without limitation this Alcohol and Drug Abuse Policy. However, for persons to whom the Alcohol and Drug Procedures for

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CDL Employees applies, in the event of any conflict between any of the provisions of the Alcohol and Drug Procedures for CDL Employees and the provisions of any other Berwyn Park District policy, rule, procedure or practice, the provisions of the Alcohol and Drug Procedures for CDL Employees will control.

### **Acts Prohibited**

The Berwyn Park District prohibits unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, medical marijuana and alcohol, on its property or while acting on behalf of the Berwyn Park District.

### **Definitions**

For purposes of this policy, the following definitions apply:

- "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
- "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1, et seq.) which provisions are specifically incorporated in this policy by reference.
- "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this policy by reference.
- "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
- "Berwyn Park District Property" means any building, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the Berwyn Park District. Berwyn Park District Property also includes property used by Berwyn Park District patrons while on Berwyn Park District sponsored events or field trips or property of others when presence thereon by the Berwyn Park District employee is related to employment with the Berwyn Park District.
- "Drugs" mean Legal Drugs and controlled substances, including cannabis and medical marijuana.
- "Legal Drugs" mean prescription drugs, including medical marijuana and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.
- "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.
- "Policy" means this Alcohol and Drug Abuse Policy of the Berwyn Park District.
- "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.

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- "Public Safety Responsibility" means a position in which the nature of an employee's duties is such that impaired perception, reaction time or judgment may place the employee, a member or members of the public or other employees at risk of serious bodily harm, or is responsible for the administration or enforcement of alcohol/drug policies. Sworn peace or law enforcement officers have Public Safety Responsibility regardless of their duties.
- "Under the Influence" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness.

### **Voluntary Treatment**

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. The Berwyn Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Berwyn Park District's drug and alcohol policies or other policies, rules of conduct and employment standards. Seeking such assistance will not be a defense for violating the Berwyn Park District's drug and alcohol policies, nor will it excuse or limit the employee's obligation to meet the Berwyn Park District's policies, rules of conduct, and employment standards including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. Employees who suffer from alcohol or drug abuse are encouraged to consult voluntarily with Berwyn Park District management and/or the Employee Assistance Program (EAP) and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although an employee's benefits may cover some of these expenses, as determined by the plan documents. Please see the Human Resources Department for details. Berwyn Park District management will keep such voluntary discussions and medical treatment confidential in accordance with this policy.

### **Screening and Testing**

The Berwyn Park District may require employees to complete an alcohol and/or drug screen: (1) on a preemployment basis for positions whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have a Public Safety Responsibility; (2) on a random basis for positions whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind or have a Public Safety Responsibility; (3) for all employees following a work place accident or injury (particularly those involving injury to a third party, damage to property and/or a possible violation of safety rules); (4) during and after an employee's participation in an alcohol or drug counseling or rehabilitation program; or (5) upon reasonable suspicion that the employee

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is under the influence of alcohol or drugs while working. The screening or testing will be conducted by a medical facility selected by the Berwyn Park District at the Berwyn Park District's expense. The screening or testing may require an analysis of the employee's breath, urine and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of legal drugs, including medical marijuana, and to explain the circumstance of their use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including dismissal.

The Berwyn Park District requires each employee and prospective employee who must screen/test to sign a consent form, a copy of which is included at **Appendix B**, at the time it is distributed to the employee. Employees in positions that require a CDL (or who are otherwise covered by the DOT) will be required to sign a separate consent form prior to testing/screening.

The Berwyn Park District may also require each employee and prospective employee to sign a separate consent form requested specifically by the medical facility conducting the screening/testing. Refusal to sign any requested consent form will result in non hire or disciplinary action up to and including dismissal from employment, as deemed appropriate by the Berwyn Park District, in its sole discretion, under the circumstances.

### **Treatment**

If the medical facility recommends treatment, the Berwyn Park District may, depending on the circumstances as determined in its sole discretion, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the Berwyn Park District and employee.

Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The Berwyn Park District may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the Berwyn Park District, which may include, but is not limited to, future alcohol and/or drug testing.

### **Use of Legal Drugs**

Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has a Public Safety Responsibility and who has taken a legal drug (including medical marijuana) must report the use of such legal drug to their immediate supervisor if the legal drug may cause drowsiness or if it may alter judgment, perception or reaction time.

While the Berwyn Park District will not penalize an employee solely for their status as a registered qualifying patient under the Compassionate Use of Medical Cannabis Program Act, any employee who is a registered qualifying patient is nevertheless required to comply with this policy. Similarly, while the Berwyn Park District will not penalize an employee for off-duty use of a lawful product, employees must comply with this policy. (The Berwyn Park District prohibits sworn peace/law enforcement officers employed by the Berwyn Park District from using cannabis while on-duty and off-duty.)

The burden is on the employee to ascertain from the employee's doctor or pharmacist whether or not the legal drug may have such a potential side effect. The information will be retained by the Berwyn Park District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the Department Head or Executive Director, will decide whether or not the employee may safely continue to perform the job while using the legal drug. Failure to declare the use of such legal drugs may be cause for discipline up to and including dismissal from employment.

### **Notice of Convictions**

Any employee convicted of violating any federal or state criminal drug statute must notify the Executive Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Executive Director may subject the employee to disciplinary action, up to and including dismissal from employment.

### **Discipline/Penalties for Violation**

The Berwyn Park District will discipline in accordance with the Disciplinary Action section of this handbook any employee who: reports to work or is found to be or to have been under the influence of alcohol, controlled substances, or cannabis during working hours; manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on Berwyn Park District property or while acting on behalf of the Berwyn Park District; is convicted of a drug related crime that precludes employment under the

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Berwyn Park District's Criminal Convictions Policy; causes financial or physical damage to the Berwyn Park District property, its employees or patrons as the result of alcohol or drug abuse; or fails to report the use of legal drugs in accordance with this policy. The Berwyn Park District prohibits sworn peace/law enforcement officers employed by the Berwyn Park District from using cannabis while on-duty and off-duty.

In addition to or in the alternative, depending on the circumstances as determined by the Berwyn Park District in its sole discretion, the Berwyn Park District may require an employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the Berwyn Park District and by a federal, state or local health law enforcement or other appropriate Berwyn Park District. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Berwyn Park District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory.

In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this policy and the handbook, the Berwyn Park District will discipline an employee up to and including dismissal for the following: (1) the employee refuses to submit to testing or screening upon request of the Berwyn Park District; (2) the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing; (3) the medical facility recommends treatment and the employee refuses to undergo such treatment; (4) while undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) the employee, during the course of or following treatment, is again under the influence of alcohol or drugs in violation of this policy; or, (6) if the employee fails to notify the Executive Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.

### **Inspections**

To assure employees comply with the prohibition on being under the influence of, manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis (including medical marijuana), employees may be subject to inspection as follows:

- Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the Berwyn Park District and which an employee is permitted to use during employment with the Berwyn Park District, are and remain the property of the Berwyn Park District. Employees are not permitted to keep controlled substances, cannabis (including medical marijuana) or alcohol in or on



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such property. Any such property reasonably suspected of having or holding such substances is subject to search by the Berwyn Park District.

- Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including dismissal.

### **Records**

The Berwyn Park District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a file separate from the regular personnel files. Access will be limited to those who need to know. The Berwyn Park District will not disclose these records to persons outside the Berwyn Park District without the employee's written consent unless disclosure of the records is necessary for legal or insurance purposes or is otherwise required by law.

**Modified Duty Program (Section 1.19)**

The Berwyn Park District commits to providing employees with available and reasonable opportunities to maintain career and employment status and benefits, and to maximize the Berwyn Park District's ability to provide its services to the public. It has a Modified Duty Program for employees who have sustained injuries or illnesses arising out of and in the course of their employment with the Berwyn Park District (i.e., a work-related injury or illness).

The purpose of the Modified Duty Program is to provide a temporary modified work assignment when feasible, available and applicable. The Berwyn Park District will determine feasibility of modified duty on a case-by-case basis, considering several factors, at the sole discretion of the Berwyn Park District. These factors include, but are not limited to, the aptitude of the employee, the specific physical or mental limitations, the essential functions of the temporary job assignment, the work environment and the ability of the Berwyn Park District to provide an accommodation. Modified duty may not be available for certain positions and/or at certain times, depending on the business needs of the Berwyn Park District. Noncompliance or failure to cooperate with the Modified Duty Program may affect workers' compensation benefits, and the Berwyn Park District may consider it job abandonment.

**Definitions**

For purposes of this policy, the following definitions apply:

- Employee – Any individual employed by the Berwyn Park District in a valid, authorized position.
- Modified Duty Program – Temporary assignment of duties to an employee with an occupational injury or illness whose treating healthcare provider indicates the employee may return to work subject to specified restrictions and who has not yet reached a level of maximum recovery enabling the employee to return to regularly assigned duties. Modified duty may only be applicable to those employees eligible for temporary total disability benefits under the Illinois Workers' Compensation or Occupational Disease Acts (hereafter acts) or whose injury or illness is compensable under the acts. However, nothing in this policy shall prohibit or limit employees from requesting, or the Berwyn Park District from granting, reasonable accommodations to individuals with non-work-related injuries or illnesses, such as those under the ADA and/or because of pregnancy, childbirth or conditions related to pregnancy or childbirth.
- Occupational injury or illness – Injury or illness arising out of, and in the course of, the employee's employment and compensable under the Illinois Workers'

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Compensation Act or Occupational Disease Act. All claims for workers' compensation benefits are subject to initial and continuing investigation.

### Objectives

- To return occupationally injured or ill employees to work as soon as possible provided there is not a probability of reinjury or aggravation of an injury/illness, and the return to work does not directly or indirectly adversely jeopardize the safety of others or is potentially detrimental to the Berwyn Park District.
- To minimize financial hardship and emotional stress to the employee who sustained an occupational injury.
- To assist employees in returning to work at a level close to their preinjury earnings and productivity.
- To retain qualified and experienced employees.
- To further the Berwyn Park District's commitment and obligation to provide recreational programs, services and facilities to the public.

### Basic Program Requirements

- The Berwyn Park District may provide employees a modified duty assignment when employees are temporarily unable to perform the essential functions of their regular position due to occupational injury or illness, provided the modified duty assignment fulfills a job function(s) useful to the Berwyn Park District and is within limitations set by treating and/or evaluating healthcare providers. Modified duty assignments will not create a new job but rather incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the Berwyn Park District.
- The Berwyn Park District will establish a time limit on a case-by-case basis for the length of time it offers modified duty. The time limit is subject to review and revision at the sole discretion of the Berwyn Park District.
- The Berwyn Park District will compensate an employee on modified duty at the employee's regular pay rate if possible. If this is not possible, and if the injury/illness is compensable under the relevant occupational injury/illness laws, the employee will receive no less than 2/3 of what their average weekly regular wage (excluding overtime) was prior to the accident, injury or illness. The Berwyn Park District or the Berwyn Park District's workers' compensation provider (PDRMA) may compensate the employee.
- There should be regular communication among the Risk Manager, Human Resources Department, Facility Manager, the employee's immediate supervisor, the treating healthcare provider and PDRMA throughout the course of treatment and recovery.

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- **Employee responsibilities:** Participate in the Modified Duty Program as assigned; report any problems with modified duty assignment to immediate supervisor or Human Resources Department/Risk Manager; notify the immediate supervisor or Human Resources/Risk Manager promptly of any and all changes or modifications to the work restrictions; provide all medical releases and reports and all medical records and forms to the Human Resources Department/Risk Manager promptly when received; notify the person who assigned the task immediately, if an employee cannot complete a task or if it in any way adversely affects the injury/illness. In addition, if an employee's injury/illness requires them to see a healthcare provider for subsequent visits, they must inform their immediate supervisor prior to any and all appointments (except in emergencies), so their immediate supervisor can complete the necessary forms and arrangements for the absence, if the employee must visit a medical provider during working hours. If the immediate supervisor is unavailable, employees must contact the supervisor at the succeeding level of authority in the department. To avoid disruption of Berwyn Park District operations, employees should schedule appointments during nonwork hours when at all possible.
- Please note, under the Illinois Workers' Compensation Act (820 ILCS 305/12), the Berwyn Park District may ask an employee entitled to receive disability payments under the act to undergo an examination by a duly qualified medical practitioner or surgeon selected by the Berwyn Park District at any time and place reasonably convenient to the employee to determine the nature, extent and probable duration of the injury received by the employee and to ascertain the amount of compensation due to the employee from time to time for disability according to the provisions of the act.
- The Berwyn Park District may consider an employee who declines modified duty work within the limitations as determined by the treating or evaluating healthcare provider (and provided there is no conflicting medical opinion), to have abandoned their job. The employee may also lose eligibility for workers' compensation benefits.
- The Berwyn Park District may conduct a review at any time while an employee is on modified duty status to determine the appropriateness and reasonableness of continuing the assignment.

### **Procedure**

- The immediate supervisor and Risk Manager/Human Resources Department are typically responsible for the management of employees on modified duty status. They may also coordinate modified duty assignments with other departments and/or PDRMA. Each department is responsible for maintaining an updated list of

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modified duty assignments and advising the Risk Manager/Human Resources Department of any changes to modified duty lists.

- When an employee is injured, the attending healthcare provider must complete a Modified Duties Physician Form. This form, sent to the treating healthcare provider by the Human Resources Department or Risk Manager, requests a list of the duties the employee can perform and any physical limitations they may have.
- The employee must return the Modified Duties Physician Form to the Human Resources Department or Risk Manager, who will contact the employee's immediate supervisor. The immediate supervisor will work with the Department Head or Facility Manager to assign modified duty to the employee, if possible or applicable.
- If a department does not have any available modified duty tasks, the Risk Manager/Human Resources Department will work with other departments to explore such assignments.
- All modified duty assignments are subject to continuing review of the employee's existing medical restrictions, and departments will continue to develop and coordinate appropriate duty assignments with the Risk Manager, Human Resources Department and PDRMA, and monitor ongoing medical status and work adjustment.
- The Berwyn Park District will compensate employees at the predetermined rate of pay while performing modified duty assignments, including time necessary to report to a medical office for further review. The Berwyn Park District will charge time above and beyond what is necessary for medical visits, including reasonable transportation time,

against the employee's available paid sick, personal or other time off. If the employee does not have any available time, they will receive compensation only to the extent required by law.

**Children in the Workplace (Section 1.20)**

The presence of children in the workplace with the employee parent during the employee's workday is inappropriate, and the Berwyn Park District requires employees to avoid this situation except in extraordinary emergency situations. This policy exists to avoid disruptions and distractions in job duties of the employee and coworkers, reduce property and general liability, increase safety and help maintain the Berwyn Park District's professional work environment.

Childcare is the personal responsibility of the employee, and it is the further responsibility of the employee to prearrange for childcare in the event of an emergency. Bringing a child to work is only an option when the employee has exhausted all other emergency alternatives.

If bringing a child to work is unavoidable, employees must contact their immediate supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany them while working. Factors the supervisors will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area and any possible disruption to the employee's and coworkers' work. The Berwyn Park District will not allow a child with an illness to come to work with the employee.

A child brought to the workplace in unavoidable situations will be the responsibility of the employee parent, and the employee must accompany and supervise the child at all times. Excessive need to bring a child to the workplace and/or unauthorized bringing of a child to the workplace may result in discipline, up to and including dismissal from employment.

### **Telecommuting Policy (Section 1.21)**

To accommodate our employees' needs, the Berwyn Park District will permit some employees in specific positions to telecommute and work at home for temporary periods of time as long as telecommuting does not impact the employee's productivity or adversely affect the efficient operation or business needs of the Berwyn Park District. Some positions within the Berwyn Park District, by their very nature, do not lend themselves to telecommuting. For example, positions that require frequent supervision of other employees do not lend themselves to telecommuting, since it is an integral part of those positions for the supervisors to be available on-site to answer questions and coach employees in their growth and development. Similarly, positions that require manual work (such as maintenance or parks labor) also do not lend themselves to telecommuting, since it is an integral part of those positions to be on-site to complete the work. The Berwyn Park District will determine whether employees can perform a specific job effectively off site and whether an individual is effective working without direct supervision at home. Employees should understand the ability to telecommute may vary based on business needs that change over time depending on the circumstances.

If an employee wishes the Berwyn Park District to consider telecommuting, they must submit their request in writing to their immediate supervisor, including the proposed dates/times for the arrangement and all the reasons for the arrangement. The immediate supervisor may then meet with the employee to discuss the request prior to the Berwyn Park District making a decision.

When considering a telecommuting request, the immediate supervisor and employee are responsible for ensuring they meet the following conditions:

- Telecommuting does not adversely affect the Berwyn Park District, departmental assignments/projects, customer relations or other departments.
- There is adequate and suitable work available for the employee to perform at home with no direct supervision.
- The position is appropriate for a telecommuting arrangement.
- Adequate equipment is in place, or reasonably could be put into place, to facilitate the telecommuting arrangement.
- The employee has maintained a good work record prior to making their request to telecommute (for example, no excessive or unexcused absences and no corrective action within the last six months of employment).

Employees interested in telecommuting should discuss with their immediate supervisor whether telecommuting is an option in their current position. If the immediate supervisor agrees, the employee and immediate supervisor should meet with the Human Resources

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Department to draft any relevant paperwork that permits the employee to telecommute. The employee must sign the paperwork. The terms of the arrangement can include the following, among any other relevant information:

- Hours and days the employee must be present in the workplace.
- Acknowledgement that the employee has a suitable home office environment with the necessary equipment to perform the duties of the position.
- Performance criteria used to determine whether the telecommuting arrangement is effective.
- Reporting and/or responsiveness requirements for the telecommuting employee, such as frequency of check-ins, availability for phone calls, etc.
- Acknowledgement that the Berwyn Park District does not intend the telecommuting arrangement to be permanent, will review it on an as-needed basis and may revise or discontinue it at any time, with or without advance notice.
- Acknowledgement that the employee remains employed at-will and the telecommuting agreement does not constitute a contract of employment.
- Acknowledgement that violation of the telecommuting arrangement will result in discipline, up to and including dismissal from employment (for example, engaging in personal activities when scheduled to work from home, lack of responsiveness during work hours, etc.).
- Employee fully understands the Berwyn Park District may revise or rescind the arrangement at any time for any reason or no reason at all. When telecommuting, an employee must adhere to all other policies and procedures.
- To be eligible for telecommuting, the employee must have been employed by the Berwyn Park District for at least 6 months (after the introductory period).



## **Criminal Convictions (Section 1.22)**

### **Park Districts**

State statute (70 ILCS 1205/8-23) requires park districts to obtain criminal conviction information concerning all applicants, and the Berwyn Park District will initiate a criminal background check on applicants for all positions prior to the applicant starting work. Pursuant to the statute, any conviction of offenses enumerated in subsection (c) of said statute (regardless of when the conviction sentenced ended) will automatically disqualify the applicant from consideration for working for the Berwyn Park District, and any conviction of offenses enumerated in subsection (d) of said statute, where the conviction sentence ended within the seven years prior to employment, will automatically disqualify the applicant from consideration for working for the Berwyn Park District. Any other conviction(s) will not automatically disqualify the applicant from consideration (or employee from continued employment), but the Berwyn Park District will consider whether the convictions are substantially related to the employment sought or held or whether granting or continuing employment would involve an unreasonable risk to property or to the safety and welfare of specific individuals or the general public, as discussed below.

### **Sealed or Expunged Records**

The Berwyn Park District does not require applicants to disclose sealed or expunged records of corrections, nor will the Berwyn Park District take adverse employment action based on same.

### **Consent**

The Berwyn Park District may require applicants to submit fingerprints and/or other identification information to facilitate a criminal conviction background check. All information concerning the record of convictions will be confidential and only transmitted to those persons necessary to the decision process, or as required by law.

### **Disqualifying Convictions**

In some circumstances, the law may require the Berwyn Park District to disqualify an applicant (or dismiss an employee) with certain criminal convictions automatically. In all other instances, the Berwyn Park District will not consider conviction records in making adverse employment decisions regarding applicants and employees unless: (1) there is a substantial relationship between one or more of the previous criminal offenses and the employment sought or held; or (2) the granting or continuation of the employment would involve an unreasonable risk to property or to the safety and welfare of specific individuals or the general public.

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- “Substantial relationship” means a consideration of whether the employment position offers the opportunity for the same or a similar offense to occur and whether the circumstances leading to the conduct for which the person was convicted will recur in the employment position.
- Showing that a conviction record poses an “unreasonable risk” means that before making a decision to bar employment, the Berwyn Park District will assess the risk the employee poses to the workplace in the particular position and determine whether the risk is unreasonable under the circumstances.
- The Berwyn Park District will consider the following factors in determining whether a substantial relationship or unreasonable risk exists: (1) length of time since the conviction(s); (2) number of convictions; (3) nature and severity of the conviction(s) and its relationship to the safety and security of others; (4) facts or circumstances surrounding the conviction; (5) age of the applicant/employee at the time of conviction; and (6) evidence of rehabilitation efforts.

### **Notice of Pending Adverse Action and Interactive Process**

The Berwyn Park District gives notice to, and has an interactive process with, applicants/employees prior to making a final adverse employment decision based on any conviction record. In particular:

- If, after considering the listed factors, the Berwyn Park District makes a preliminary decision the applicant’s/ employee’s conviction record may result in an adverse employment action, the Berwyn Park District will notify the employee of the preliminary decision in writing that contains: (1) the potentially disqualifying conviction(s); (2) a copy of the conviction history report; and (3) an explanation of the employee’s right to respond to the notice before that decision becomes final, including (but not limited to) submission of evidence challenging the accuracy of the conviction record or evidence of mitigation.
- The employee/applicant then receives at least five business days to respond before the Berwyn Park District will make a final decision.
- The Berwyn Park District will consider any documentation or information submitted by the applicant/employee.

### **Notice of Adverse Action or Hiring/Continued Employment**

After engaging in this interactive process, the Berwyn Park District will either notify the applicant/employee they can continue with hiring/employment or will give written notice to applicant/employee of a final adverse employment decision based on any conviction record. Any written notice of a final adverse employment decision based on a conviction record will contain: (1) notice of the disqualifying conviction(s) that is the basis for the final decision and the Berwyn Park District’s reasoning for the disqualification; (2) any existing procedure the Berwyn Park District has for the applicant/employee to challenge

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the decision or request reconsideration (if any); and (3) the right to file a Charge of Discrimination with the IDHR.