

Berwyn Park District  
Board Meeting  
Proksa Park Activity Center  
3001 S. Wisconsin Ave, Berwyn, IL  
January 20, 2026, at 6:00pm  
Agenda

- I. Call to Order – Roll Call of Commissioners (action)
- II. Adoption of Agenda (action)
- III. Acceptance of Minutes (action)
  - a. November 18, 2025, Board Meeting
  - b. December 2, 2025, Committee Meeting
- IV. Public Comments
- V. Correspondence
- VI. Financial Report
  - a. Superintendent of Finance & HR Report (action)
- VII. Agency Report
- VIII. West Suburban Special Recreation Association (WSSRA)
- IX. Proksa Redevelopment
- X. Unfinished Business
  - a. 2026 Meeting Calendar amendments (action)
  - b. Freedom Deeds
  - c. General Use Ordinance (action)
- XI. New Business
  - a. Donation Resolution (action)
  - b. Extension of the Langton Mowing Contract (action)
- XII. Commissioners' Comments
- XIII. 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.
- XIV. Action from Executive Session (action)
- XV. Adjournment (action)

The next regular scheduled meeting of the Board of Commissioners is February 3, 2026, at 6:00pm at Proksa Park Activity Center.

The next Committee meeting of the Board of Commissioners is February 17, 2026, 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**

Gretchen Kostelny, President  
Zachary Taylor, Treasurer  
Janel King, Commissioner



Ana Espinoza, Vice President  
Claire Clark, Secretary

Minutes of Monthly Board Meeting  
Berwyn Park District  
November 18<sup>th</sup>, 2025, at 6pm  
Proksa Park Activity Center

The regular monthly meeting of the Berwyn Park District Board of Commissioners was called to order at 6:08pm by Commissioner Zachary Taylor.

Commissioners in attendance: Claire Clark, Janel King, Gretchen Kostelny (via phone), and Zachary Taylor.

Absent: Ana Espinoza

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

A motion made by Taylor, seconded by Clark to approve Gretchen Kostelny to attend via phone. . Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried.

**Agenda:** A motion made by Taylor, seconded by Clark to approve the agenda as presented. Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried.

**Minutes:** A motion made by Clark, seconded by King to approve the minutes from October 21, 2025, Board Meeting, October 21, 2025 Budget Hearing and the November 4, 2025 Committee Meetings. Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried.

**Public Comments:** none.

**Correspondence:** none.

**Financial Report:** A motion made by Clark, seconded by King, to approve November's payables in the amount of \$32,933.83 and October's payroll \$86,706.95 for a total of \$119,640.78. Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried. The Schedule of Investments Report was reviewed. Total investments \$1,264,192.30. A motion made by Clark, seconded by Taylor to approve the 2026 budget as presented. . Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried. A motion made by Taylor, seconded by King to approve Ordinance O-25-2 Levy for tax year 2025. . Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor-aye. Motion carried. Director Fallon went over the revenues and expense reports from Brewfest and the 2025 year of soccer programs. Director Fallon also provided revenue/expense reports from 2018-2020 per Commissioner Taylor's request.

**Agency Report:** The report is in the packet. Director Fallon discussed the various programs and the registration numbers. Santa boxes are up around the community for children to send a letter to Santa. Santa's Workshop has a little over sixty participants registered.

**West Suburban Special Recreation Association (WSSRA):** draft minutes from the November 11<sup>th</sup> meeting were included in the packet. WSSRA approved their budget at the November meeting. They are still working with the Village of Forest Park for space. Marianne Birko (Executive Director of WSSRA) can come to any of our meetings for a presentation.

**Proksa Park Redevelopment:** The district had a meeting with Hitchcock and Erikson Engineering regarding the design and stormwater detention. Director Fallon discussed with the board the additional

water detention the district will have to install in Proksa Park due to previous construction projects. Commissioner Taylor asked if the rain gardens would be of the water detention. The board will be presented with two final design projects based on community feedback and the children's focal group.

**Old Business:** The 2026 meeting dates need to be amended. There is new legislation that will likely be approved that government agencies cannot hold meetings on election days. . Three of the 2026 dates are scheduled election days. The board will discuss this further at the December committee meeting. Director Fallon will provide options for new dates.

A motion made by Clark, seconded by Taylor to approve the Information Security Incident Response Plan that is included in the packet. Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried.

**New Business:** Superintendent Mary Havis of school district 100 has asked the park district to draw up an amended deed in conjunction with a Mutual of Understanding for the school to use Freedom Park. She will then present that to the school board. Attorney Roth is currently working on the documents. A motion was made by King, seconded by Clark to approve Directo Fallon as the representative to the WSSRA board and Cindy Hayes as the alternate. Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried.

**Commissioners' Comments:** none.

**Executive Session:** no session

**Meeting Dates:** December 2<sup>nd</sup>, 2025-Committee Meeting at Freedom Park Administration Building at 4:30pm. December 16<sup>th</sup>, 2025- Regular Board Meeting at Proksa Park Activity Center at 6pm.

**Adjournment:** A motion made by Clark, seconded by King to adjourn at 6:44pm. Roll call: Clark- aye, Espinoza-absent, King-aye, Kostelny-aye, and Taylor- aye. Motion carried.

Attested to by:

---

President: Gretchen Kostelny

---

Recording Secretary: Cynthia Hayes

Committee Meeting Minutes  
Berwyn Park District  
December 2<sup>nd</sup>, 2025, at 4:30pm  
Freedom Administration Building

The committee meeting of the Berwyn Park District Board of Commissioners was called to order at 4:36pm by President Gretchen Kostelny.

Commissioners in attendance: Claire Clark, Janel King, Gretchen Kostelny, and Zachary Taylor

Absent: Ana Espinoza

Staff in attendance: Cathy Fallon (Executive Director), Cindy Hayes (Superintendent of Finance and HR), John Roberts (Superintendent of Parks and Facilities), Javier Garcia (Foreman) and Mary Swade (Superintendent of Recreation).

**Agenda:** A motion made by Taylor, seconded by Clark to approve the agenda as presented. Motion carried.

**Public Comments:** none.

**Correspondence:** Jeremy Hill emailed Commissioner Clark. He is interested in starting a special events committee with the district.

**Financial Report:** a motion was made by Clark, seconded by King to approve the first half of December 2025 payable in the amount of \$5,452.02. Roll call: Clark- aye, Espinoza- absent, King-aye, Kostelny- aye, and Taylor- aye. Motion carried.

**Policy and Personnel:** A draft of the General Use Ordinance was included in the packet. Commissioners will review the document. Commissioners had a few questions that Director Fallon will reach out to Attorney Roth for assistance.

**Recreation:** Information on programs and registrations was included in the packet. There are 86 participants registered for Santa's workshop. The trip to the Aurora Christkindl Market has been cancelled due to weather.

**Parks and Facilities:** report in packet. The parks department dealt with a lot of snow removal over the weekend.

**Proksa Park Redevelopment:** no update.

**Other Business:** Director Fallon included some alternative dates for the 2026 meeting schedule. The commissioners will submit to Director Fallon their preferences. Approval of the meeting schedule will be at the December meeting. A draft of the intergovernmental agreement with school district 100 and the park district is included in the packet. The amended language for the Freedom Park deed is also included in the packet. Commissioners had a few questions that director Fallon will reach to Attorney Roth for assistance.

**Commissioners' Comments:** none.

**Adjournment:** A motion was made by Clark, seconded by Taylor to adjourn at 5:31pm. Motion unanimously carried.

Attested to by:

---

President: Gretchen Kostelny

---

Recording Secretary: Cynthia Hayes



January 3, 2026

Dear Mary and staff at Berwyn Park District,

On behalf of the Animal Care league, I would like to thank you so much for allowing us to hold our annual Holiday Bazaar in the Liberty Cultural Center again this year. It is such a wonderful space for us to use, not only the layout, but the location and parking as well!! Because of your generous help, we were able to once again have a successful sale that supports our furry friends that we are caring for while they wait for their forever home. We had a record year for sales this year, and I had so many people compliment the space and the festive event that we were able to create there.

I truly appreciate your help, from allowing us to put the banner up, to accommodating our schedule during the sale and setup. I am not sure what we would have done without you! Your staff was so very helpful this year, please extend my gratitude. They were a joy to work with and very helpful during the sale.

It is because of the kindness of supporters such as you, that the Animal Care League is able to continue our mission of helping so many animals in need. The holiday bazaar is a huge part of that effort. As we move forward to the new year, we are excited to be close to the completion of our adoption center, clinic, and housing center in our 53rd year of business. I look forward to working with you in the coming year to help promote both of our organizations in the community.

Thank you again so much. You are such a dear friend to all of our furry friends!

Sincerely,

Robin Akers

Chairperson, Holiday Bazaar 2025

This letter serves as an official receipt for your tax records. For documentation purposes, no goods or services were exchanged for your donation.

---

**DATE:** 1/20/2026  
**TO:** The Board of Commissioners  
**FROM:** Cindy Hayes, Superintendent of Finance and HR  
**RE:** Financial Report

---

- A. Schedule of Investments -November and December  
Reinvest matured CD (Action roll Call)
- B. Cook County Property Taxes
- C. December 2025 Payables / November 2025 Payroll and Payroll Liabilities (Action Roll Call)
- D. January 2026 Payables/ December 2025 Payroll and Payroll Liabilities (Action Roll Call)  
Check Reconciliation Report and  
Paid Invoice Listing Report included
- E. Treasurer's Report- November and December
- F. Summarized Revenue/Expense Report- December and January

## Berwyn Park District Schedule of Investments November 2025

[illegible]

## Berwyn Park District Schedule of Investments December 2025

[illegible]



## Cindy Hayes

---

**From:** David Byrnes <DByrnes@cookcountytreasurer.com>  
**Sent:** Monday, December 29, 2025 11:27 AM  
**To:** Cindy Hayes  
**Subject:** Cook County Property Tax Distribution

### BERWYN PARK DISTRICT

This is to advise you that my office has distributed 20% of the property taxes billed on behalf of your district for tax year 2024. Depending on your banking arrangement, your district will receive or already has received funds totaling \$259,719.29. Please note that your district's sub-agencies, such as bond accounts, are not receiving funds from this distribution.

Please also note that my office is preparing a second distribution of funds that likely will be received by your bank on Tuesday or Wednesday this week.

With this disbursement, my office is taking measures to send tax revenues to districts without a working distribution system. Until we have a functioning system, we will continue to do all we can to get your offices the funds you need to operate.

Sincerely,

Maria Pappas

Cook County Treasurer

**PRIVILEGE AND CONFIDENTIALITY NOTICE:** This email transmission, including all attachments, is confidential information belonging to the sender and the intended recipient; may be protected by the attorney-client privilege or attorney work product privilege; and may constitute non-public pre-decisional FOIA exempt information. This information is ONLY for the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution (electronic or otherwise), copying, or the taking of any action in reliance on this information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender that you received this email and then destroy all copies (electronic or otherwise) of the transmission and attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege or any other legal exemption from disclosure.

## Cindy Hayes

---

**From:** David Byrnes <DByrnes@cookcountytreasurer.com>  
**Sent:** Tuesday, December 30, 2025 12:21 PM  
**To:** Cindy Hayes  
**Subject:** Cook County Property Tax Distribution

### BERWYN PARK DISTRICT

This is to advise you that my office has initiated a second distribution of 20% of the property taxes billed on behalf of your district for tax year 2024. Depending on your banking arrangement, your district will receive or already has received funds totaling \$259,719.29 on Tuesday, Dec. 30, 2025. Please note that your district's sub-agencies, such as bond accounts, are not receiving funds from this distribution.

My office is continuing to send tax revenues to districts without a working distribution system. Until we have a functioning system, we will continue to do all we can to get your offices the funds you need to operate.

PRIVILEGE AND CONFIDENTIALITY NOTICE: This email transmission, including all attachments, is confidential information belonging to the sender and the intended recipient; may be protected by the attorney-client privilege or attorney work product privilege; and may constitute non-public pre-decisional FOIA exempt information. This information is ONLY for the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution (electronic or otherwise), copying, or the taking of any action in reliance on this information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender that you received this email and then destroy all copies (electronic or otherwise) of the transmission and attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege or any other legal exemption from disclosure.

**Cindy Hayes**

---

**From:** Cook County Treasurer News <News@cookcountytreasurer.com>  
**Sent:** Wednesday, January 14, 2026 12:49 PM  
**Subject:** Potential Distribution Schedule  
**Attachments:** Potential Distribution Schedule-260113 (002).pdf

1/14/26

This is to advise you that on Wednesday Jan. 14, 2026, my office began distributing remaining property tax funds to taxing districts.

About one half of all taxing agencies today received a total of about \$140 million as a minor adjustment to prior distributions.

In future distributions, the primary taxing districts and their sub-agencies will receive funds in accordance with the attached tentative schedule. As with typical distributions in the past, these distributions will send your sub-agencies their share of tax collections directly.

Please note that this schedule is subject to change, as these will be the initial distributions using Cook County's newly implemented distribution system. Should the new distribution system malfunction or otherwise behave unexpectedly, the dates and amounts may be revised.

The first scheduled distribution date is Tuesday, Jan. 20. We cannot act sooner because extensive accounting and data migration work must be done during the next week to incorporate and balance previous distributions that were made outside the new system.

Thank you for your understanding and patience.

Sincerely,

Maria Pappas  
Cook County Treasurer

**Potential Distributions**

Day	Date	Est. Distribution (Millions)	Notes
Tuesday	1/20/2026	\$345.5	Monday 1/19/2026 banks are closed in observance of MLK Day
Wednesday	1/21/2026	\$273.3	
Thursday	1/22/2026	\$300.9	
Friday	1/23/2026	\$313.3	
Saturday	1/24/2026	\$0.0	
Sunday	1/25/2026	\$0.0	
Monday	1/26/2026	\$269.9	
Tuesday	1/27/2026	\$322.3	
Wednesday	1/28/2026	\$377.0	
Thursday	1/29/2026	\$469.1	
Friday	1/30/2026	\$91.4	
Saturday	1/31/2026	\$0.0	
Sunday	2/1/2026	\$0.0	
Monday	2/2/2026	\$254.8	
Tuesday	2/3/2026	\$242.0	
Wednesday	2/4/2026	\$307.0	
Thursday	2/5/2026	\$318.9	
Friday	2/6/2026	\$0.0	
Saturday	2/7/2026	\$0.0	
	<b>Total Anticipated Distributions in iasWorld</b>	\$3,885.5	
	<b>Total Sent Outside of iasWorld</b>	\$4,549.0	
	<b>Total</b>	\$8,434.5	

\*Tentative Distribution Schedule As of 1/14/2026

---

**DATE:** 12/16/2025  
**TO:** The Board of Commissioners  
**FROM:** Cindy Hayes  
Superintendent of Finance and HR  
**RE:** Accounts Payable and Payroll -Treasurer's Report

**FINANCE**

---

**December 2025 Payables:**

Checks 26057-26084

**\$ 80,308.41**

(Detail check listing following this page)

**Payroll/Payroll Liabilities:**

11/7/2025	\$ 40,111.38
11/21/2025	<u>\$ 38,731.16</u>
<b>total:</b>	<b>\$ 78,842.54</b>

**I motion to approve the December 2025 payables in the amount of \$ 80,308.41 and November 2025 Payroll in the amount of \$ 78,842.54 for a total of \$ 159,150.95**

DATED FROM 12/03/2025 TO 12/16/2025  
ALL CHECK STATUSES

CHECK #	VENDOR	NAME	STATUS	ISSUE DATE	STATUS DATE	CHECK AMT
26057	AMALGAMA	Amalgamated Bank of Chicago	OUT	12/16/25	12/11/25	953.50
26058	BER-WATE	City of Berwyn	OUT	12/16/25	12/11/25	526.06
26059	CDS	CDS Office Technologies	OUT	12/16/25	12/11/25	12,644.50
26060	COMCAST	COMCAST BUSINESS	OUT	12/16/25	12/11/25	1,077.85
26061	COMCAST2	COMCAST BUSINESS	OUT	12/16/25	12/11/25	660.13
26062	COMED	Com. Ed.	OUT	12/16/25	12/11/25	2,022.00
26063	DIAMOND	Diamond Graphics	OUT	12/16/25	12/11/25	70.00
26064	Groot	GROOT INDUSTRIES, iNC.	OUT	12/16/25	12/11/25	2,105.98
26065	Hitchcoc	Hitchcock Design, Inc.	OUT	12/16/25	12/11/25	12,000.00
26066	IMAG	Imagine Nation, LLC	OUT	12/16/25	12/11/25	49.37
26067	JCLICHT	JC Licht Ace	OUT	12/16/25	12/11/25	19.93
26068	MediaNut	Medianut	OUT	12/16/25	12/11/25	1,299.95
26069	Moran	F.E. Moran, Inc.	OUT	12/16/25	12/11/25	2,620.00
26070	MOSCA	MOSCA Design	OUT	12/16/25	12/11/25	8,949.15
26071	NCSI	NCSI	OUT	12/16/25	12/11/25	37.00
26072	ORKIN	Orkin	OUT	12/16/25	12/11/25	82.00
26073	PDRMA	Park District Risk Management	OUT	12/16/25	12/11/25	18,608.72
26074	PEAC	Peac Solutions	OUT	12/16/25	12/11/25	339.80
26075	Petty Ca	Petty Cash Checking	OUT	12/16/25	12/11/25	213.31
26076	PFM Fina	PFM Financial Services	OUT	12/16/25	12/11/25	5,021.06
26077	PROWASTE	Pro Waste Disposal Inc.	OUT	12/16/25	12/11/25	390.00
26078	R0003693	Joanne Swanson	OUT	12/16/25	12/11/25	25.00
26079	R0003694	Theresa Kirkley	OUT	12/16/25	12/11/25	35.00
26080	R0003696	Edward Espinoza	OUT	12/16/25	12/11/25	25.00
26081	RELIABLE	RELIABLE FIRE & SECURITY	OUT	12/16/25	12/11/25	802.55
26082	Roth	Roth Legal LLC	OUT	12/16/25	12/11/25	870.00
26083	TMobile	T-Mobile	OUT	12/16/25	12/11/25	306.30
26084	VSI	Vermont Systems Incorporated	OUT	12/16/25	12/11/25	8,554.25
TOTAL---ALL CHECKS						80,308.41

FROM 12/03/2025 TO 12/16/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----									
AMALGAMA	Amalgamated Bank of Chicago								
	82331225			12/05/25		26057	12/16/25	953.50	476.75
		01 Paying agent fees	31000058915						475.00
		02 Fees	31000058915						1.75
	82341225			12/05/25		26057	12/16/25	953.50	476.75
		01 Paying agent fees	31000058915						475.00
		02 fees	31000058915						1.75
								VENDOR TOTAL:	953.50
BER-WATE	City of Berwyn								
	400486-002	12/25 LCC		12/02/25		26058	12/16/25	526.06	39.86
		01 Water bill-LCC	10020052639						39.86
	411886-001	12/25 FP		12/02/25		26058	12/16/25	526.06	37.40
		01 Water bill-FP	10020052639						37.40
	413713-001	12./25 SP		12/02/25		26058	12/16/25	526.06	149.60
		01 Water bill-SP	10020052639						149.60
	413740-001	12/25 PP		12/02/25		26058	12/16/25	526.06	261.80
		01 Water bill-PP	50020052639						261.80
	413850-001	12/25 FPP		12/02/25		26058	12/16/25	526.06	37.40
		01 Water bill-FP Pool	10020052639						37.40
								VENDOR TOTAL:	526.06
CDS	CDS Office Technologies								
	INV1740024			12/11/25		26059	12/16/25	12,644.50	262.00
		01 Photo copier	50010052617						131.00
		02 Phot copier	10010052617						131.00
	INV509382			12/09/25		26059	12/16/25	12,644.50	12,382.50
		01 Caemeras Freedom	25000055750						12,382.50
								VENDOR TOTAL:	12,644.50
COMCAST	COMCAST BUSINESS								
	257771693			12/03/25		26060	12/16/25	1,077.85	1,077.85
		01 Telephone and Internet	10010052641						538.93
		02 Telephone and Internet	50010052641						538.92
								VENDOR TOTAL:	1,077.85

FROM 12/03/2025 TO 12/16/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
COMCAST2	COMCAST BUSINESS								
	Jan 26-LCC			12/08/25		26061	12/16/25	660.13	215.66
	01 LCC cable and Internet	50010052641							215.66
	Jan 26-PP			12/08/25		26061	12/16/25	660.13	225.66
	01 Telephone and Internet	50010052641							225.66
	Jan 26-SP			12/08/25		26061	12/16/25	660.13	218.81
	01 Telephone & Internet Sunshine	10010052641							218.81
								VENDOR TOTAL:	660.13
COMED	Com. Ed.								
	Nov 25- SP			12/02/25		26062	12/16/25	2,022.00	283.09
	01 Electric Sunshine	10020052638							283.09
	Nov 25-green			12/02/25		26062	12/16/25	2,022.00	30.20
	01 LCC green	50020052638							30.20
	Nov 25-LCC			12/02/25		26062	12/16/25	2,022.00	430.69
	01 Electric LCC	50020052638							430.69
	Nov 25-PP			12/02/25		26062	12/16/25	2,022.00	1,191.61
	01 Electric Proksa	50020052638							1,191.61
	Nov 25-Smirz			12/02/25		26062	12/16/25	2,022.00	86.41
	01 Electric Smirz	50020052638							86.41
								VENDOR TOTAL:	2,022.00
DIAMOND	Diamond Graphics								
	0110906449			12/02/25		26063	12/16/25	70.00	70.00
	01 Business cards Mary Swade	50010055761							70.00
								VENDOR TOTAL:	70.00
Groot	GROOT INDUSTRIES, iNC.								
	15514246T098			12/04/25		26064	12/16/25	2,105.98	1,115.78
	01 Sunshine garbage	10020052630							557.89
	02 Proksa garbage	50020052630							557.89
	15514775T098			12/04/25		26064	12/16/25	2,105.98	569.03
	01 Freedom garbage	10020052630							569.03
	15514995T098			12/04/25		26064	12/16/25	2,105.98	421.17
	01 LCC garbage	50020052630							421.17



[illegible]

FROM 12/03/2025 TO 12/16/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
ORKIN	Orkin								
	288902814-PP			12/04/25		26072	12/16/25	82.00	82.00
	01	Pest control	10020052624						82.00
							VENDOR TOTAL:		82.00
PDRMA	Park District Risk Management								
	1125066H			12/01/25		26073	12/16/25	18,608.72	18,608.72
	01	Monthly Member Contribution	10010050510						9,304.36
	02	Monthly Member Contribution	50010050510						9,304.36
							VENDOR TOTAL:		18,608.72
PEAC	Peac Solutions								
	41278087			12/02/25		26074	12/16/25	339.80	339.80
	01	Photo Copier	10010052617						169.90
	02	Photo Copier	50010052617						169.90
							VENDOR TOTAL:		339.80
Petty Ca	Petty Cash Checking								
	Sep-Dec 25			12/05/25		26075	12/16/25	213.31	213.31
	01	Beth Kell reimbursement	50100055796						6.46
	02	spooktacular supply	** COMMENT **						0.00
	03	Beth Kell reimbursement	50010050545						52.50
	04	mileage (HELP Training)	** COMMENT **						0.00
	05	Miguel Armendariz	10020055785						150.00
	06	reimbursement for workboots	** COMMENT **						0.00
	07	Beth Kell-Parking	53120052625						4.35
							VENDOR TOTAL:		213.31
PFM Fina	PFM Financial Services								
	Noc 25-Fallon			12/03/25		26076	12/16/25	5,021.06	665.00
	01	Job Post-Marketing Manager	50010052611						165.00
	02	Proffesional Membership	10010054700						265.00
	03	Executive Director Luncheon	10010054720						70.00
	04	Job Post-Athletics	50010052611						165.00
	Nov 25- Rummell			12/03/25		26076	12/16/25	5,021.06	22.88
	01	Soup Tasting	53120041610						9.96
	02	Soup Tasting	53120041610						12.92
	Nov 25-Garcia			12/09/25		26076	12/16/25	5,021.06	735.72
	01	Paper Towel Dispenser	10020055762						43.99
	02	Hand Towels	10020055762						98.68
	03	Back up camara	10020053650						36.99

FROM 12/03/2025 TO 12/16/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	Nov 25-Garcia			12/09/25		26076	12/16/25	5,021.06	735.72
	04	work gloves	10020055757						83.20
	05	work gloves	10020055757						21.90
	06	Monthly subscription	10020052644						0.99
	07	White acrylic lamp	10020053660						449.97
	Nov 25-Hayes			12/03/25		26076	12/16/25	5,021.06	295.77
	01	Brother Printer	10010055750						179.99
	02	Milwaukee electric Kit	10020055800						66.63
	03	Desk calendar	10010055790						7.98
	04	Flash drive	10010055790						25.99
	05	Desk Calendar	10010055790						15.18
	Nov 25-Kell			12/08/25		26076	12/16/25	5,021.06	1,419.22
	01	Book and Bites Food	51160055415						61.90
	02	IPRA conference fees	50010054700						440.00
	03	Adult Program-Soup Tasting	53120055610						21.56
	04	Adult Program: Soup Tasting	53120055610						26.55
	05	Santas workshop decorations	54100055430						14.55
	06	Book and Bites food	51160055415						28.08
	07	Santas Workshop	54100055430						14.24
	08	Santas workshop supplies	54100055430						215.13
	09	Soup Tasting Soup	53120055610						27.09
	10	Santas Workshop Decorations	54100055430						213.81
	11	Soup tasting	53120055610						32.64
	12	Santas workshop supplies	54100055430						45.97
	13	Soup tasting	53120055610						23.30
	14	Spup tasting	53120055610						33.00
	15	craft supplies lets make art	51160055420						8.40
	16	soup tasting table cover	53120055610						5.00
	17	Santas workshop supplies	54100055430						79.85
	18	Posca markers	50010055790						26.99
	19	lets make art supplies	51160055420						28.10
	20	Santas workshop supplies	54100055430						73.06
	Nov 25-Maintenance			12/09/25		26076	12/16/25	5,021.06	143.16
	01	Duralast Battery	10020053650						165.16
	02	Duralast Battery	10020053650						-22.00
	Nov 25-Nepomuck			12/03/25		26076	12/16/25	5,021.06	390.94
	01	Email Subscription	50010054720						101.00
	02	Vynil Cricut	50100055796						55.94
	03	Postage Newsletter	50010052612						234.00
	Nov 25-Roberts			12/09/25		26076	12/16/25	5,021.06	266.56
	01	Cord Protect	10020053660						35.82
	02	Sweep	10020053660						68.82
	03	Brush Sweep	10020053660						13.86

FROM 12/03/2025 TO 12/16/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
<hr/>									
	Nov 25-Roberts			12/09/25		26076	12/16/25	5,021.06	266.56
	04	Cord Vault Protection	10020053660						59.88
	05	Staff Appreciation	10020055796						88.18
	Nov 25-Swade			12/08/25		26076	12/16/25	5,021.06	1,081.81
	01	IPRA conference fees	50010054700						440.00
	02	command wire toggle hooks	50010055790						11.13
	03	2 wemade garlands	50010055790						34.90
	04	christmas game	54100055430						17.99
	05	bowling set	54100055430						29.99
	06	plastic golf set	54100055430						21.98
	07	Postage	50010052612						312.00
	08	Soup tasting Blackberry market	53120055610						16.13
	09	Soup tasting PJ Klems	53120055610						6.00
	10	Tree skirt	50010055790						19.99
	11	Desk Calendar	50010055790						9.55
	12	candy santas workshop	54100055430						44.24
	13	santas belly costume	54100055430						24.99
	14	office supplies	10010055790						86.18
	15	office supplies	10010055790						6.74
VENDOR TOTAL:									5,021.06
PROWASTE	Pro Waste Disposal Inc.								
	I15344			12/01/25		26077	12/16/25	390.00	195.00
	01	Porta Potty	25000052615						195.00
	I15345			12/01/25		26077	12/16/25	390.00	195.00
	01	Porta Potty-FP	25000052615						195.00
VENDOR TOTAL:									390.00
R0003693	Joanne Swanson								
	101748			12/08/25		26078	12/16/25	25.00	25.00
	01	Aurora Christkindmarket	53120041615						25.00
VENDOR TOTAL:									25.00
R0003694	Theresa Kirkley								
	101760			12/08/25		26079	12/16/25	35.00	35.00
	01	Aurora Christkindlemarket	53120041615						35.00
VENDOR TOTAL:									35.00
R0003696	Edward Espinoza								
	101768			12/08/25		26080	12/16/25	25.00	25.00
	01	Derby Lunch	53120041625						25.00

FROM 12/03/2025 TO 12/16/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----									
VENDOR TOTAL:								25.00	
RELIABLE	RELIABLE FIRE & SECURITY								
	141989			12/10/25		26081	12/16/25	802.55	802.55
	01	Reports Safety	10020053665						802.55
VENDOR TOTAL:								802.55	
Roth	Roth Legal LLC								
	25-89			12/03/25		26082	12/16/25	870.00	870.00
	01	Conferences and agreement	10010051570						870.00
VENDOR TOTAL:								870.00	
TMobile	T-Mobile								
	Nov 25			12/01/25		26083	12/16/25	306.30	306.30
	01	Cell Phones	10020052644						153.15
	02	Cell Phones	50010052644						153.15
VENDOR TOTAL:								306.30	
VSI	Vermont Systems Incorporated								
	VS019035			12/01/25		26084	12/16/25	8,554.25	8,554.25
	01	Annual Software	50010054720						8,554.25
VENDOR TOTAL:								8,554.25	
TOTAL --- ALL INVOICES:								80,308.41	

---

**DATE:** 1/20/2026  
**TO:** The Board of Commissioners  
**FROM:** Cindy Hayes  
Superintendent of Finance and HR  
**RE:** Accounts Payable and Payroll -Treasurer's Report

**FINANCE**

---

**December 17, 2025 -January 20, 2026 Payables:**

Checks 26085-26129

**\$ 149,911.87**

(Detail check listing following this page)

**Payroll/Payroll Liabilities:**

12/5/2025           \$ 38,462.80

12/19/2025       \$ 33,820.79

**total:           \$ 72,283.59**

**I motion to approve the December 17, 2025 through January 20, 2026 payables in the amount of \$ 149,911.87 and December 2025 Payroll in the amount of \$72,283.59 for a total of \$ 222,195.46**

DATED FROM 12/17/2025 TO 01/20/2026  
ALL CHECK STATUSES

CHECK #	VENDOR	NAME	STATUS	ISSUE DATE	STATUS DATE	CHECK AMT
26085	BDC	Berwyn Development Corporation	OUT	12/29/25	12/29/25	635.00
26086	COMCAST2	COMCAST BUSINESS	OUT	12/29/25	12/29/25	241.20
26087	COMED	Com. Ed.	OUT	12/29/25	12/29/25	1,219.46
26088	Commeg	Commeg Systems, Inc.	OUT	12/29/25	12/29/25	113.00
26089	CTS	County Tree Service	OUT	12/29/25	12/29/25	10,049.00
26090	DEECE	Deece Auto	OUT	12/29/25	12/29/25	205.00
26091	EMDUCT	Em Duct Cleaning Inc.	VR	12/29/25	01/12/26	
26092	FSS	FSS Technologies LLC	OUT	12/29/25	12/29/25	605.82
26093	NG	Next Generation	OUT	12/29/25	12/29/25	954.80
26094	NICOR	Nicor Gas	OUT	12/29/25	12/29/25	1,530.40
26095	PDRMA	Park District Risk Management	OUT	12/29/25	12/29/25	33,594.85
26096	Petty Ca	Petty Cash Checking	OUT	12/29/25	12/29/25	150.00
26097	PHYSICIA	Physicians Immediate Care	OUT	12/29/25	12/29/25	158.00
26098	PROWASTE	Pro Waste Disposal Inc.	OUT	12/29/25	12/29/25	390.00
26099	PWD	Premier World Discovery	OUT	12/29/25	12/29/25	1,598.00
26100	RELIABLE	RELIABLE FIRE & SECURITY	OUT	12/29/25	12/29/25	828.95
26101	Superior	Superior Awards	OUT	12/29/25	12/29/25	20.00
26102	WIDAMEN	Widaman	OUT	12/29/25	12/29/25	181.50
26103	C.BERWYN	City of Berwyn	OUT	12/29/25	12/29/25	540.13
26104	CDS	CDS Office Technologies	OUT	12/29/25	12/29/25	2,476.76
26105	JACKS	JACK'S, INC	OUT	12/29/25	12/29/25	91.80
26106	KONICA	KONICA MINOLTA	OUT	12/29/25	12/29/25	152.28
26107	SESAC	Sesac Inc.	OUT	12/29/25	12/29/25	641.00
26108	TMobile	T-Mobile	OUT	12/29/25	12/29/25	306.30
26109	PWD	Premier World Discovery	OUT	01/08/26	01/08/26	28,779.50
26110	BER-WATE	City of Berwyn	OUT	01/20/26	01/14/26	523.60
26111	BMI	Broadcast Music, Inc.	OUT	01/20/26	01/14/26	459.00
26112	BUDDYBR	BUDDY BEAR	OUT	01/20/26	01/14/26	24.00
26113	C.BERWYN	City of Berwyn	OUT	01/20/26	01/14/26	645.32
26114	COMCAST2	COMCAST BUSINESS	OUT	01/20/26	01/14/26	659.70
26115	Commeg	Commeg Systems, Inc.	OUT	01/20/26	01/14/26	113.00
26116	COSTCO	Citi Cards	OUT	01/20/26	01/14/26	150.66
26117	Groot	GROOT INDUSTRIES, iNC.	OUT	01/20/26	01/14/26	2,105.98
26118	Hitchcoc	Hitchcock Design, Inc.	OUT	01/20/26	01/14/26	15,000.00
26119	JCLICHT	JC Licht Ace	OUT	01/20/26	01/14/26	16.32
26120	NCSI	NCSI	OUT	01/20/26	01/14/26	37.00
26121	ORKIN	Orkin	OUT	01/20/26	01/14/26	97.00
26122	PEAC	Peac Solutions	OUT	01/20/26	01/14/26	339.80
26123	PFM Fina	PFM Financial Services	OUT	01/20/26	01/14/26	3,655.76
26124	PHYSICIA	Physicians Immediate Care	OUT	01/20/26	01/14/26	79.00
26125	R0003697	Carol Colby	OUT	01/20/26	01/14/26	20.00
26126	Roth	Roth Legal LLC	OUT	01/20/26	01/14/26	450.00
26127	RUSOACE	Russo Power Equipment Inc.	OUT	01/20/26	01/14/26	89.98
26128	TEAMSNAP	Team Snap, Inc	OUT	01/20/26	01/14/26	799.00
26129	WSSRA	West Suburban Special	OUT	01/20/26	01/14/26	39,184.00
TOTAL---ALL CHECKS						149,911.87

FROM 12/17/2025 TO 01/20/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
BDC	Berwyn Development Corporation								
	25131			12/18/25		26085	12/29/25	635.00	635.00
	01	Tier 3:Partner	10010054720						635.00
							VENDOR TOTAL:		635.00
BER-WATE	City of Berwyn								
	400486-002	1/26 LCC		01/07/26		26110	01/20/26	523.60	37.40
	01	Water bill-LCC	10020052639						37.40
	411886-001	1/26 FP		01/06/26		26110	01/20/26	523.60	37.40
	01	Water bill Freedom	10020052639						37.40
	413713-001	1/26 SP		01/06/26		26110	01/20/26	523.60	47.60
	01	Water bill SP	10020052639						47.60
	413740-001	1/16 PP		01/06/26		26110	01/20/26	523.60	292.40
	01	Water bill Proksa	50020052639						292.40
	413850-001	1/16 FPP		01/06/26		26110	01/20/26	523.60	108.80
	01	Water bill-FP Pool	10020052639						108.80
							VENDOR TOTAL:		523.60
BMI	Broadcast Music, Inc.								
	629963516-	Jan 26		01/12/26		26111	01/20/26	459.00	459.00
	01	Music License Fee	50010052721						459.00
							VENDOR TOTAL:		459.00
BUDDYBR	BUDDY BEAR								
	123			01/12/26		26112	01/20/26	24.00	24.00
	01	car washes	10020053650						24.00
							VENDOR TOTAL:		24.00
C.BERWYN	City of Berwyn								
	2025-00000028-	Gas		12/29/25		26103	12/29/25	540.13	540.13
	01	Unleaded Gas	10020055765						540.13
	2025-00000032-	Gas		01/12/26		26113	01/20/26	645.32	645.32
	01	Unleaded gas	10020055765						645.32
							VENDOR TOTAL:		1,185.45



FROM 12/17/2025 TO 01/20/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
CDS	CDS Office Technologies								
	INV1742362			12/29/25		26104	12/29/25	2,476.76	2,476.76
	01	It serv.	10010051585						1,238.38
	02	It. Serv.	50010051585						1,238.38
								VENDOR TOTAL:	2,476.76
COMCAST2	COMCAST BUSINESS								
	Feb 26- PP			01/07/26		26114	01/20/26	659.70	225.52
	01	Tel. & Internet Proksa	50010052641						225.52
	Feb 26- SP			01/07/26		26114	01/20/26	659.70	218.66
	01	Tel & Internet Sunshine	10010052641						218.66
	Fen 26-LCC			01/07/26		26114	01/20/26	659.70	215.52
	01	LCC Cable and Internet	50010052641						215.52
	Jan 26-FP			12/22/25		26086	12/29/25	241.20	241.20
	01	Phone and Internet	10010052641						241.20
								VENDOR TOTAL:	900.90
COMED	Com. Ed.								
	Dec 25-FP			12/18/25		26087	12/29/25	1,219.46	1,125.90
	01	Electric Freedom	10020052638						1,125.90
	Dec 25-Smirz			12/17/25		26087	12/29/25	1,219.46	93.56
	01	Electric Smirz	50020052638						93.56
								VENDOR TOTAL:	1,219.46
Commeg	Commeg Systems, Inc.								
	25121011			12/11/25		26088	12/29/25	113.00	113.00
	01	Time Pro	50010052610						113.00
	26011212			01/13/26		26115	01/20/26	113.00	113.00
	01	Employee per Month	10010052610						56.50
	02	Manager Per Month	50010052610						56.50
								VENDOR TOTAL:	226.00
COSTCO	Citi Cards								
	Dec 25- Hayes			01/08/26		26116	01/20/26	150.66	150.66
	01	Staff Meeting	10020055796						53.22
	02	Staff Meeting	10020055796						97.44

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT	
<hr/>										
CTS	County Tree Service								VENDOR TOTAL:	150.66
	105909									
	01	Tree removal	10020052635	12/19/25		26089	12/29/25	10,049.00	10,049.00 10,049.00	
<hr/>										
DEECE	Deece Auto								VENDOR TOTAL:	10,049.00
	61049									
	01	Ford oil change	10020053650	12/26/25		26090	12/29/25	205.00	75.00 75.00	
	61087									
	01	Ford E450	10020053650	12/26/25		26090	12/29/25	205.00	50.00 50.00	
	61096									
	01	Ford pick up oil change	10020053650	12/26/25		26090	12/29/25	205.00	40.00 40.00	
FSS	61289									
	01	F250- Oil change	10020053650	12/26/25		26090	12/29/25	205.00	40.00 40.00	
	FSS Technologies LLC								VENDOR TOTAL:	205.00
	I-81923									
	01	Facilility Alarms	10020052640	12/17/25		26092	12/29/25	605.82	605.82 302.91	
Groot	02	Facility Alarms	50020052640						302.91	
	GROOT INDUSTRIES, iNC.								VENDOR TOTAL:	605.82
	15659695T098									
	01	Sunshine garbage	10020052639	01/06/26		26117	01/20/26	2,105.98	1,115.78 557.89	
	02	Proksa garbage	50020052630						557.89	
	15660219T098									
	01	Freedom Garbage	10020052630	01/06/26		26117	01/20/26	2,105.98	569.03 569.03	
	15660438T098									
01	Lcc garbage	50020052630	01/06/26		26117	01/20/26	2,105.98	421.17 421.17		
<hr/>										
Hitchcoc	Hitchcock Design, Inc.								VENDOR TOTAL:	2,105.98
	36596									
	01	Project Oslad 2025	41000056832	01/09/26		26118	01/20/26	15,000.00	15,000.00 15,000.00	

FROM 12/17/2025 TO 01/20/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----									
JACKS	JACK'S, INC							VENDOR TOTAL:	15,000.00
	95172	01 Equipment rental	10020052620	12/29/25		26105	12/29/25	91.80	91.80 91.80
								VENDOR TOTAL:	91.80
JCLICHT	JC Licht Ace								
	43912	01 Receptacle	10020055789	01/13/26		26119	01/20/26	16.32	1.98 1.98
	44018	01 Fasteners	10020055789	01/13/26		26119	01/20/26	16.32	14.34 14.34
								VENDOR TOTAL:	16.32
KONICA	KONICA MINOLTA								
	48317427	01 copier	50010052617	12/29/25		26106	12/29/25	152.28	152.28 152.28
								VENDOR TOTAL:	152.28
NCSI	NCSI								
	64872	01 Background check	23000052629	01/08/26		26120	01/20/26	37.00	37.00 37.00
								VENDOR TOTAL:	37.00
NG	Next Generation								
	213838	01 Staff Sweatshirts	10010055785	12/12/25		26093	12/29/25	954.80	509.75 509.75
	213868	01 Sweatshirts	50010055750	12/16/25		26093	12/29/25	954.80	445.05 445.05
								VENDOR TOTAL:	954.80
NICOR	Nicor Gas								
	Dec 25- LCC gen	01 LCC gen	50020052637	12/12/25		26094	12/29/25	1,530.40	165.53 165.53
	Dec 25- PP	01 Natural gas proksa	50020052637	12/12/25		26094	12/29/25	1,530.40	196.62 196.62

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	Dec 25-FP			12/12/25		26094	12/29/25	1,530.40	263.27
	01	Natural gas Freedom	10020052637						263.27
	Dec 25-LCC			12/12/25		26094	12/29/25	1,530.40	542.73
	01	Natural gas LCC	50020052637						542.73
	Dec 25-SP			12/12/25		26094	12/29/25	1,530.40	362.25
	01	Natural gas Sunshine	10020052637						362.25
ORKIN	Orkin						VENDOR TOTAL:		1,530.40
	290382546-PP			01/05/26		26121	01/20/26	97.00	97.00
	01	Pest Control	10020052624						97.00
							VENDOR TOTAL:		97.00
PDRMA	Park District Risk Management								
	SH25066			12/29/25		26095	12/29/25	33,594.85	17,069.94
	01	Liability	23000052627						17,069.94
	SH25066H			12/29/25		26095	12/29/25	33,594.85	16,524.91
	01	Monthly Membership	10010050510						8,262.45
	02	Monthly Membership	50010050510						8,262.46
							VENDOR TOTAL:		33,594.85
PEAC	Peac Solutions								
	41418361			01/08/26		26122	01/20/26	339.80	339.80
	01	Photo Copier	10010052617						169.90
	02	Photo Copier	50010052617						169.90
							VENDOR TOTAL:		339.80
Petty Ca	Petty Cash Checking								
	Dec 25			12/29/25		26096	12/29/25	150.00	150.00
	01	Javier Garcia reinbursement	10020055785						150.00
	02	for workboots	** COMMENT **						0.00
							VENDOR TOTAL:		150.00
PFM Fina	PFM Financial Services								
	Dec 25- Garcia			01/12/26		26123	01/20/26	3,655.76	806.85
	01	compact tape measure	10020055800						19.97
	02	SHRPINS	10020053655						17.88
	03	data storage	10020052644						0.99
	04	compact tape measure	10020055800						-19.97

FROM 12/17/2025 TO 01/20/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
Dec 25-	Garcia			01/12/26		26123	01/20/26	3,655.76	806.85
	05	paper filter	10020055795						22.97
	06	waterpanel	10020053668						14.98
	07	Type M Copper	10020053668						10.96
	08	sharkbite clip	10020053668						2.45
	09	sand belt	10020055795						21.04
	10	Foam	10020053668						11.61
	11	cement primer	10020053668						10.94
	12	compact auto	10020053668						19.97
	13	sharkbite elbow	10020053668						12.93
	14	valve	10020053668						15.52
	15	sharkbite slip ball valve	10020053668						32.37
	16	PVC	10020053668						3.35
	17	Deep socket	10020053668						7.28
	18	adapter	10020053668						0.67
	19	Female Adapter	10020053668						1.64
	20	PE PIPE	10020055800						16.59
	21	M18Planer	10020055800						249.00
	22	RYOBY	10020055750						71.10
	23	Water Broom	10020055750						54.97
	24	Tube straps	10020053668						5.35
	25	DEWALT compact	10020055800						19.88
	26	End stop	10020055800						6.76
	27	sharkbite disconnect tool	10020055800						10.76
	28	Ball Valve	10020053668						71.90
	29	Adapter	10020053668						9.07
	30	Adapter	10020053668						9.83
	31	Adapter	10020053668						12.81
	32	vacuum breaker	10020053668						7.83
	33	PROPRESS	10020053668						8.36
	34	sand belt	10020055795						39.94
	35	Elbow	10020053668						5.15
Dec 25-	Hayes			01/07/26		26123	01/20/26	3,655.76	236.00
	01	File Folders	10010055790						25.64
	02	Pens	10010055790						7.41
	03	Certified Mail	10010055755						9.65
	04	Holiday Party	10020055796						45.90
	05	Printer Toner Cartridge	10010055790						88.82
	06	W2 Forms and Accounting	10010052611						58.58
	07	Software	** COMMENT **						0.00
Dec 25-	Maintenance			01/08/26		26123	01/20/26	3,655.76	103.30
	01	Arrow staples	10020053665						12.97
	02	Christmas decor	10020055825						90.33

FROM 12/17/2025 TO 01/20/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----									
	Dec 25-	Nepomuck		01/09/26		26123	01/20/26	3,655.76	101.00
		01 Email subcription	50010052721						101.00
	Dec 25-	Roberts		01/08/26		26123	01/20/26	3,655.76	1,199.88
		01 Snow pusher shovel	10020053660						89.91
		02 shear pins	10020053655						9.97
		03 Duct cleaning	10020053666						1,100.00
	Dec 25-	Swade		01/08/26		26123	01/20/26	3,655.76	418.97
		01 Tape	50010055790						15.83
		02 Senior Lunch	53120055600						200.08
		03 Plates	50100055795						52.00
		04 napkins/table covers	54100055430						12.15
		05 Santa Suit cleaning	54100055431						25.88
		06 sw cookies	54100055430						42.58
		07 sw cookies	54100055430						24.29
		08 Amazon Boxes	50010055790						38.98
		09 sponges for rentals	55130055795						7.18
	Dec 25-	kell		01/13/26		26123	01/20/26	3,655.76	230.32
		01 Gingerbread House	51160055410						22.99
		02 Preschool Snacks	51160055410						21.13
		03 Frosting	54100055430						9.45
		04 Senior Holiday lunch	53120055610						38.80
		05 Early Childhood Supplies	51160055415						8.08
		06 Dessert Senior lunch	53120055610						25.19
		07 Early Childhood supplies	51160055415						40.79
		08 Youth Art Supplies	51160055420						45.52
		09 Preschool supplies	51160055410						10.91
		10 Post it Notes	50010055790						16.49
		11 Promotions	51160055420						-9.03
	Dec25-	Fallon		01/09/26		26123	01/20/26	3,655.76	559.44
		01 Staff Lunch	10020055796						559.44
VENDOR TOTAL:									3,655.76
PHYSICIA	Physicians Immediate Care								
	8314900			12/16/25		26097	12/29/25	158.00	79.00
		01 Villareal New Hire Screen	23000052629						79.00
	8318454			12/16/25		26097	12/29/25	158.00	79.00
		01 Vergara New Hire Screen	23000052629						79.00
	8374419			01/13/26		26124	01/20/26	79.00	79.00
		01 Parra New Hire Screening	23000052629						79.00

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----									
								VENDOR TOTAL:	237.00
PROWASTE	Pro Waste Disposal Inc.								
	I15615			12/26/25		26098	12/29/25	390.00	195.00
		01 Porta Potty Proksa	25000052615						195.00
	I15616			12/26/25		26098	12/29/25	390.00	195.00
		01 Porta Potty FP	25000052615						195.00
								VENDOR TOTAL:	390.00
PWD	Premier World Discovery								
	201566-Final Payment			01/07/26		26109	01/08/26	28,779.50	28,779.50
		01 Extended Travel Final Payment	53120052620						28,779.50
	202469 Deposit 2			12/22/25		26099	12/29/25	1,598.00	1,598.00
		01 Deposits and Insurance for	53120052620						1,598.00
		02 Black Hills/Badlands	** COMMENT **						0.00
								VENDOR TOTAL:	30,377.50
R0003697	Carol Colby								
	101864			01/12/26		26125	01/20/26	20.00	20.00
		01 A Journey to the Northern	53120041615						20.00
		02 Lights	** COMMENT **						0.00
								VENDOR TOTAL:	20.00
RELIABLE	RELIABLE FIRE & SECURITY								
	142405			12/16/25		26100	12/29/25	828.95	160.15
		01 Reports Smirz	10020053665						160.15
	142406			12/16/25		26100	12/29/25	828.95	350.30
		01 Reports Freedom	10020053665						350.30
	142408			12/16/25		26100	12/29/25	828.95	264.60
		01 Reports LCC	10020053665						264.60
	142414			12/16/25		26100	12/29/25	828.95	53.90
		01 Reports Hessler	10020053665						53.90
								VENDOR TOTAL:	828.95
Roth	Roth Legal LLC								
	25-93			01/07/26		26126	01/20/26	450.00	450.00
		01 Conferences	10010051570						450.00

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
-----									
							VENDOR TOTAL:		450.00
RUSSOACE	Russo Power Equipment Inc.								
	SPI21362621			01/05/26		26127	01/20/26	89.98	89.98
	01	Snow shovel	10020055800						39.99
	02	Snow Pusher	10020055800						49.99
VENDOR TOTAL:									89.98
SESAC	Sesac Inc.								
	2026			12/29/25		26107	12/29/25	641.00	641.00
	01	Music License	50010054720						641.00
VENDOR TOTAL:									641.00
Superior	Superior Awards								
	34139			12/19/25		26101	12/29/25	20.00	20.00
	01	Memorial Plaque	10020055811						20.00
VENDOR TOTAL:									20.00
TEAMSNAPE	Team Snap, Inc								
	INV00095860			01/09/26		26128	01/20/26	799.00	799.00
	01	Premium Plan	50010052721						799.00
VENDOR TOTAL:									799.00
TMobile	T-Mobile								
	Dec 25			12/29/25		26108	12/29/25	306.30	306.30
	01	cell phones	10020052644						153.15
	02	cell phones	50010052644						153.15
VENDOR TOTAL:									306.30
WIDAMEN	Widaman								
	1191			12/15/25		26102	12/29/25	181.50	181.50
	01	Aluminum Signs Dog Leash	10020055780						112.50
	02	Aluminum Sign Private Property	10020055780						69.00
VENDOR TOTAL:									181.50
WSSRA	West Suburban Special								
	Qtr 1- 2026			01/05/26		26129	01/20/26	39,184.00	39,184.00
	01	1st Quarter share	26000052645						39,184.00



DATE: 01/15/2026  
TIME: 11:06:01  
ID: AP450000

BERWYN PARK DISTRICT  
PAID INVOICE LISTING

FROM 12/17/2025 TO 01/20/2026

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
----------	-----------	------------------	----------------	-----------	----------	---------	----------	-----------	--------------------------

VENDOR TOTAL:								39,184.00
TOTAL --- ALL INVOICES:								149,911.87

## Berwyn Park District Treasurer Report

### November 2025

	<b>Republic Bank Operating Account</b>	
	<b>Beginning Balance</b>	<b>\$259,576.23</b>
<b>GL's</b>	<b><u>Deposits</u></b>	
Misc accounts	Taxes (divided up among the funds)	
10-00-00-43-455	Cook County Voting Use	
10-00-00-49-647	Corp: Cell Tower Lease	\$2,822.22
10-02-00-49-493	Recycling/Salvage	
10-02-00-45-470	Dog Park Fees	
10-02-00-46-485	Memorial Tree	
50-01-00-46-477	Community Event Fees	
50-01-00-49-494	PDRMA Incentive/Reimbursement	
50-10-00-46-485	Back to School	
51-16-00-41-415	Early Childhood Programs	
51-16-00-41-420	Youth Programs	
51-16-00-41-425	Teen Programs	
51-16-00-41-430	Summer Day Camp	
51-16-00-41-435	New Programs	
52-09-00-41-420	Youth Soccer	
52-09-00-41-430	Youth Baseball	
52-09-00-41-435	Athletic Camps	
52-09-00-41-440	Youth Athletic Contract. Programs	
52-09-00-41-450	Adult Athletics	
52-09-00-41-465	New Programs	
52-09-00-41-470	Youth Athletic Special Event	
53-12-00-41-600	Adult Programs	
53-12-00-41-610	Active Adult Programs	
53-12-00-41-615	Adult Day Trips	
53-12-00-41-620	Extended Adult Trips	
53-12-00-41-625	Adult Lunches	\$35.00
53-12-00-41-630	New Programs	
53-12-00-52-618	refund transportation	
53-12-00-52-620	overpayment of Italy trip	
54-10-00-46-410	Brewfest	
54-10-00-46-420	Fall Events	
54-10-00-46-430	Winter Event	
54-10-00-46-440	Sponsorship	
54-10-00-46-450	Summer Event	
55-13-00-43-450	Proksa Center Rentals	
55-13-00-43-451	Liberty Center Rentals	
55-13-00-43-455	Athletic Fields	\$200.00
55-13-00-43-471	Park Rentals (Outdoors)	
	<b><u>Credit Card (P-Card) Bill</u></b>	
	BMO Harris Mastercard	-\$4,432.40
	transfer in from PMA account	\$140,755.20
	transfer in from Money Market	\$100,000.00
	BMO account closed	\$46,205.69
	Bank Fees	-217.28
	Bond Payment	-\$210,451.25
	Outstanding Checks Cleared/ACH	-\$57,848.12
	Deposits Credited to December Statement	
	Sales from the October GL	\$16.00
	<b>Ending Balance</b>	<b>\$276,661.29</b>

<b>Berwyn Park District Treasurer Report</b>			
	<b>November 2025</b>		
	<u><b>Republic Bank Merchant Account</b></u>		
	<b>Beginning Balance</b>	<b>\$37,952.77</b>	
<b>GL's</b>	<u><b>Deposits</b></u>		
10-02-00-45-470	Dog Park Fees	\$35.00	
10-02-00-46-485	Benches		
10-02-00-46-486	Garden Plots		
51-16-00-41-410	Preschool	\$1,200.00	
51-16-00-41-415	Early Childhood Programs	\$1,089.00	
51-16-00-41-420	Youth Programs	\$773.00	
51-16-00-41-425	Teen Programs		
51-16-00-41-430	Summer Day Camp		
51-16-00-41-435	New Programs		
52-09-00-41-420	Youth Soccer		
52-09-00-41-425	Futsal	\$395.00	
52-09-00-41-430	Youth Baseball		
52-09-00-41-435	Athletic Camps		
52-09-00-41-440	Youth Athletic Contract. Programs	\$1,256.00	
52-09-00-41-450	Adult Athletics		
52-09-00-41-465	New Programs		
52-09-00-41-470	Youth Athletic Special Event		
53-12-00-41-600	Adult Programs	\$240.00	
53-12-00-41-610	Active Adult Programs	\$60.00	
53-12-00-41-615	Adult Day Trips	\$425.00	
53-12-00-41-620	Extended Adult Trips		
53-12-00-41-625	Adult Lunches	\$230.00	
53-12-00-41-630	New Programs		
54-10-00-46-420	Fall Events		
54-10-00-46-430	Winter Events	\$365.00	
54-10-00-46-450	Summer Events	\$30.00	
55-13-00-43-450	Proksa Center Rentals	\$1,643.75	
55-13-00-43-451	Liberty Center Rentals		
55-13-00-43-455	Athletic Fields Rentals	\$2,825.00	
55-13-00-43-471	Park (Outdoor) Rentals		
	refund	-\$400.00	
	Card Connect Fees (October)	-\$506.00	
	Bank Fees	-\$14.36	
	Clearent Fee	-\$29.88	
	Credited to December Bank statement	-\$80.00	
	Sales from the October GL	\$24.00	
	control account	-\$135.00	
	<b>Ending Balance</b>	<b>\$47,378.28</b>	

**Berwyn Park District Treasurer Report****November 2025****Republic Bank Property Tax Money Market Account**

<b>Beginning Balance</b>		<b>\$177,720.18</b>
<b>Interest</b>		<b>\$468.71</b>
<b>Property Tax Revenue (transferred from Operating Acct.)</b>		
<b>Replacement Tax</b>		
<b>DCEO Grant</b>		
<b>Transfer to Operating Account</b>	operating	<b>-\$100,000.00</b>
<b>Transfer to Illinois Funds Account</b>		
<b>Deposit from Illinois Funds Account</b>		<b>\$200,000.00</b>
<b>Transfer to other accounts</b>	payroll	<b>-\$78,842.54</b>
<b>Ending Balance</b>		<b>\$199,346.35</b>

**Republic Bank Payroll Account**

<b>Beginning Balance</b>		<b>\$23,084.58</b>
<b>Transfer in from Money Market Account</b>		<b>\$78,842.54</b>
<b>Transfer from Operating Account</b>		
<i>Payroll/Employee Compensation-direct deposit</i>		<b>-\$47,432.27</b>
<i>Payroll/Employee Compensation-paper checks</i>		<b>-\$1,015.78</b>
<b>Federal, State and FICA Exp</b>		<b>-\$20,402.45</b>
<b>IMRF Payments-Employer/Employee Contributions</b>		<b>-\$10,909.59</b>
<b>Ending Balance</b>		<b>\$22,167.03</b>

**Republic Bank Petty Cash Account**

<b>Beginning Balance</b>		<b>\$5,212.85</b>
<b>Deposit from Operating Account</b>		
<i>Checks Cleared: 1093</i>		<b>-\$150.00</b>
<b>Ending Balance</b>		<b>\$5,062.85</b>

**Berwyn Park District Treasurer Report****November 2025****Byline Unemployment Account**

<b>Beginning Balance</b>		\$33,237.35
<b>Interest</b>		\$63.92
<b>Maintenance Fee -refunded Unemployment</b>		
<b>Ending Balance</b>		\$33,301.27

**First American Bank Money Market-Capital Account**

<b>Beginning Balance</b>		\$2,954,910.91
<b>Interest</b>		\$7,265.61
<b>Transfer in</b>		
<b>Transfer to other accounts- set up of OSLAD account</b>		
<b>Ending Balance</b>		\$2,962,176.52

**First American Bank Checking Account-Capital Account**

<b>Beginning Balance</b>		\$4,711.08
<b>Interest</b>		\$0.90
<b>Account Analysis Fee</b>		-\$31.00
<b>Transfer in</b>		
<b>Transfer to other accounts</b>		
<b>Ending Balance</b>		\$4,680.98

**First American Bank -OSLAD Account**

<b>Beginning Balance</b>		\$5,000.00
<b>Interest</b>		
<b>Transfer in</b>		
<b>Transfer to other accounts</b>		
<b>Ending Balance</b>		\$5,000.00

**Berwyn Park District Treasurer Report**  
**December 2025**

	<b>Republic Bank Operating Account</b>	
	<b>Beginning Balance</b>	<b>\$276,661.29</b>
<b>GL's</b>	<b><u>Deposits</u></b>	
Misc accounts	Taxes (divided up among the funds)	\$519,438.58
10-00-00-43-455	Cook County Voting Use	
10-00-00-49-647	Corp: Cell Tower Lease	\$6,265.70
10-02-00-49-493	Recycling/Salvage	
10-02-00-45-470	Dog Park Fees	\$35.00
10-02-00-46-485	Memorial Tree	
50-01-00-46-477	Community Event Fees (commission from vending machine)	\$607.82
50-01-00-49-494	PDRMA Incentive/Reimbursement	\$1,162.50
50-10-00-46-485	Back to School	
51-16-00-41-415	Early Childhood Programs	
51-16-00-41-420	Youth Programs	
51-16-00-41-425	Teen Programs	
51-16-00-41-430	Summer Day Camp	
51-16-00-41-435	New Programs	
52-09-00-41-420	Youth Soccer	
52-09-00-41-430	Youth Baseball	
52-09-00-41-435	Athletic Camps	
52-09-00-41-440	Youth Athletic Contract. Programs	\$24.00
52-09-00-41-450	Adult Athletics	
52-09-00-41-465	New Programs	
52-09-00-41-470	Youth Athletic Special Event	
53-12-00-41-600	Adult Programs	
53-12-00-41-610	Active Adult Programs	
53-12-00-41-615	Adult Day Trips	\$50.00
53-12-00-41-620	Extended Adult Trips	\$12,188.00
53-12-00-41-625	Adult Lunches	\$20.00
53-12-00-41-630	New Programs	
53-12-00-52-618	refund transportation	
53-12-00-52-620	overpayment of Italy trip	
54-10-00-46-410	Brewfest	
54-10-00-46-420	Fall Events	
54-10-00-46-430	Winter Event	
54-10-00-46-440	Sponsorship	
54-10-00-46-450	Summer Event	
55-13-00-43-450	Proksa Center Rentals	
55-13-00-43-451	Liberty Center Rentals	
55-13-00-43-455	Athletic Fields	
55-13-00-43-471	Park Rentals (Outdoors)	
	<b><u>Credit Card (P-Card) Bill</u></b>	
	BMO Harris Mastercard	-\$5,021.06
	transfer to payroll	-\$32,630.51
	transfer in from Money Market	
	BMO account closed	
	Bank Fees	-211.31
	Bond Payment	-\$953.50
	Outstanding Checks Cleared/ACH	-\$70,751.63
	Deposits Credited to December Statement	
	Sales from the October GL	
	<b>Ending Balance</b>	<b>\$706,884.88</b>

## Berwyn Park District Treasurer Report

**December 2025**

### Republic Bank Merchant Account

**Beginning Balance**

**\$47,378.28**

**GL's**

### Deposits

10-02-00-45-470	Dog Park Fees	
10-02-00-46-485	Benches	
10-02-00-46-486	Garden Plots	
51-16-00-41-410	Preschool	\$445.00
51-16-00-41-415	Early Childhood Programs	\$863.00
51-16-00-41-420	Youth Programs	\$255.00
51-16-00-41-425	Teen Programs	
51-16-00-41-430	Summer Day Camp	
51-16-00-41-435	New Programs	
52-09-00-41-420	Youth Soccer	\$250.00
52-09-00-41-425	Futsal	\$160.00
52-09-00-41-430	Youth Baseball	
52-09-00-41-435	Athletic Camps	
52-09-00-41-440	Youth Athletic Contract. Programs	\$587.00
52-09-00-41-450	Adult Athletics	
52-09-00-41-465	New Programs	
52-09-00-41-470	Youth Athletic Special Event	
53-12-00-41-600	Adult Programs	\$130.00
53-12-00-41-610	Active Adult Programs	
53-12-00-41-615	Adult Day Trips	\$90.00
53-12-00-41-620	Extended Adult Trips	
53-12-00-41-625	Adult Lunches	\$30.00
53-12-00-41-630	New Programs	
54-10-00-46-420	Fall Events	
54-10-00-46-430	Winter Events	\$95.00
54-10-00-46-450	Summer Events	
55-13-00-43-450	Proksa Center Rentals	\$1,212.50
55-13-00-43-451	Liberty Center Rentals	\$350.00
55-13-00-43-455	Athletic Fields Rentals	
55-13-00-43-471	Park (Outdoor) Rentals	
	refund	
	Card Connect Fees (November)	-\$551.37
	Bank Fees	-\$12.40
	Clearent Fee	-\$66.78
	Credited to January Bank statement	-\$152.00
	Sales from the November GL	\$80.00
	53-12-00-41-615	-\$345.00
	<b>Ending Balance</b>	<b>\$50,798.23</b>

**Berwyn Park District Treasurer Report****December 2025****Republic Bank Money Market Account**

<b>Beginning Balance</b>		\$199,346.35
<b>Interest</b>		\$360.21
<b>Property Tax Revenue (transferred from Operating Acct.)</b>		
<b>Replacement Tax</b>		\$2,565.38
<b>DCEO Grant</b>		
<b>Transfer to Operating Account</b>	operating	
<b>Transfer to Illinois Funds Account</b>		
<b>Deposit from Illinois Funds Account</b>		
<b>Transfer to other accounts</b>	payroll	-\$58,462.80
<b>Ending Balance</b>		<b>\$143,809.14</b>

**Republic Bank Payroll Account**

<b>Beginning Balance</b>		\$22,167.03
<b>Transfer in from Money Market Account</b>		\$58,462.80
<b>Transfer from Operating Account</b>		\$32,630.51
<i>Payroll/Employee Compensation-direct deposit</i>		-\$61,950.63
<i>Payroll/Employee Compensation-paper checks</i>		-\$961.37
<b>Federal, State and FICA Exp</b>		-\$19,162.66
<b>IMRF Payments-Employer/Employee Contributions</b>		
<b>Ending Balance</b>		<b>\$31,185.68</b>

**Republic Bank Petty Cash Account**

<b>Beginning Balance</b>		\$5,062.85
<b>Deposit from Operating Account</b>		\$363.31
<i>Checks Cleared: 1094, 1095, 1096</i>		-\$61.81
<b>Ending Balance</b>		<b>\$5,364.35</b>



**Berwyn Park District Treasurer Report****December 2025**

<b><u>Byline Unemployment Account</u></b>		
<b>Beginning Balance</b>		\$33,301.27
<b>Interest</b>		\$62.98
<b>Unemployment fee</b>		-\$50.00
<b>Ending Balance</b>		<b>\$33,314.25</b>
<b><u>First American Bank Money Market-Capital Account</u></b>		
<b>Beginning Balance</b>		\$2,962,176.52
<b>Interest</b>		\$7,662.38
<b>Transfer in</b>		
<b>Transfer to other accounts- set up of OSLAD account</b>		
<b>Ending Balance</b>		<b>\$2,969,838.90</b>
<b><u>First American Bank Checking Account-Capital Account</u></b>		
<b>Beginning Balance</b>		\$4,680.98
<b>Interest</b>		\$0.99
<b>Account Analysis Fee</b>		-\$31.00
<b>Transfer in</b>		
<b>Transfer to other accounts</b>		
<b>Ending Balance</b>		<b>\$4,650.97</b>
<b><u>First American Bank -OSLAD Account</u></b>		
<b>Beginning Balance</b>		\$5,000.00
<b>Interest</b>		
<b>Transfer in</b>		
<b>Transfer to other accounts</b>		
<b>Ending Balance</b>		<b>\$5,000.00</b>

FOR FUND: `Corporate  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	76,434.69	285,243.02	273.1	917,216.00	917,216.00	920,733.25	0.3
Administration	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Buildings & Grounds	34,080.86	119,905.70	251.8	408,970.00	408,970.00	450,525.98	10.1
TOTAL REVENUES	110,515.55	405,148.72	266.5	1,326,186.00	1,326,186.00	1,371,259.23	3.3
EXPENSES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Administration	41,210.98	43,544.72	(5.6)	494,531.00	494,531.00	453,846.99	8.2
Buildings & Grounds	59,313.02	53,152.82	10.3	711,754.00	711,754.00	601,786.44	15.4
TOTAL EXPENSES	100,524.00	96,697.54	3.8	1,206,285.00	1,206,285.00	1,055,633.43	12.4
TOTAL FUND REVENUES	110,515.55	405,148.72	266.5	1,326,186.00	1,326,186.00	1,371,259.23	3.3
TOTAL FUND EXPENSES	100,524.00	96,697.54	3.8	1,206,285.00	1,206,285.00	1,055,633.43	12.4
SURPLUS (DEFICIT)	9,991.55	308,451.18	2987.1	119,901.00	119,901.00	315,625.80	163.2

FOR FUND: Scholarship Fund  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	360.00	100.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	360.00	100.0
EXPENSES							
Non Departmental	625.00	0.00	100.0	7,500.00	7,500.00	2,925.00	61.0
TOTAL EXPENSES	625.00	0.00	100.0	7,500.00	7,500.00	2,925.00	61.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	360.00	100.0
TOTAL FUND EXPENSES	625.00	0.00	100.0	7,500.00	7,500.00	2,925.00	61.0
SURPLUS (DEFICIT)	(625.00)	0.00	100.0	(7,500.00)	(7,500.00)	(2,565.00)	(65.8)

FOR FUND: Social Security  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
TOTAL REVENUES	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
EXPENSES							
Non Departmental	6,829.75	4,816.83	29.4	81,957.00	81,957.00	72,648.80	11.3
TOTAL EXPENSES	6,829.75	4,816.83	29.4	81,957.00	81,957.00	72,648.80	11.3
TOTAL FUND REVENUES	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
TOTAL FUND EXPENSES	6,829.75	4,816.83	29.4	81,957.00	81,957.00	72,648.80	11.3
SURPLUS (DEFICIT)	(6,746.41)	(4,432.45)	(34.2)	(80,957.00)	(80,957.00)	(71,714.42)	(11.4)

FOR FUND: IMRF  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
TOTAL REVENUES	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
EXPENSES							
Non Departmental	8,330.75	6,268.19	24.7	99,969.00	99,969.00	86,227.96	13.7
TOTAL EXPENSES	8,330.75	6,268.19	24.7	99,969.00	99,969.00	86,227.96	13.7
TOTAL FUND REVENUES	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
TOTAL FUND EXPENSES	8,330.75	6,268.19	24.7	99,969.00	99,969.00	86,227.96	13.7
SURPLUS (DEFICIT)	(8,247.41)	(5,883.81)	(28.6)	(98,969.00)	(98,969.00)	(85,293.58)	(13.8)

FOR FUND: Liability  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	166.68	384.38	130.6	2,000.00	2,000.00	934.38	(53.2)
TOTAL REVENUES	166.68	384.38	130.6	2,000.00	2,000.00	934.38	(53.2)
EXPENSES							
Non Departmental	4,954.19	17,264.94	(248.4)	59,450.00	59,450.00	59,282.71	0.2
TOTAL EXPENSES	4,954.19	17,264.94	(248.4)	59,450.00	59,450.00	59,282.71	0.2
TOTAL FUND REVENUES	166.68	384.38	130.6	2,000.00	2,000.00	934.38	(53.2)
TOTAL FUND EXPENSES	4,954.19	17,264.94	(248.4)	59,450.00	59,450.00	59,282.71	0.2
SURPLUS (DEFICIT)	(4,787.51)	(16,880.56)	252.5	(57,450.00)	(57,450.00)	(58,348.33)	1.5

FOR FUND: Audit  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	2,007.00	5,869.66	192.4	24,084.00	24,084.00	19,087.04	(20.7)
TOTAL REVENUES	2,007.00	5,869.66	192.4	24,084.00	24,084.00	19,087.04	(20.7)
EXPENSES							
Non Departmental	2,000.00	0.00	100.0	24,000.00	24,000.00	20,600.00	14.1
TOTAL EXPENSES	2,000.00	0.00	100.0	24,000.00	24,000.00	20,600.00	14.1
TOTAL FUND REVENUES	2,007.00	5,869.66	192.4	24,084.00	24,084.00	19,087.04	(20.7)
TOTAL FUND EXPENSES	2,000.00	0.00	100.0	24,000.00	24,000.00	20,600.00	14.1
SURPLUS (DEFICIT)	7.00	5,869.66	3752.2	84.00	84.00	(1,512.96)	(1901.1)

FOR FUND: Security and Safety  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
TOTAL REVENUES	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
EXPENSES							
Non Departmental	1,500.01	13,162.50	(777.4)	18,000.00	18,000.00	44,521.49	(147.3)
TOTAL EXPENSES	1,500.01	13,162.50	(777.4)	18,000.00	18,000.00	44,521.49	(147.3)
TOTAL FUND REVENUES	83.34	384.38	361.2	1,000.00	1,000.00	934.38	(6.5)
TOTAL FUND EXPENSES	1,500.01	13,162.50	(777.4)	18,000.00	18,000.00	44,521.49	(147.3)
SURPLUS (DEFICIT)	(1,416.67)	(12,778.12)	801.9	(17,000.00)	(17,000.00)	(43,587.11)	156.3



FOR FUND: Special Recreation  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	12,500.00	36,308.76	190.4	150,000.00	150,000.00	112,476.72	(25.0)
TOTAL REVENUES	12,500.00	36,308.76	190.4	150,000.00	150,000.00	112,476.72	(25.0)
EXPENSES							
Non Departmental	16,601.61	0.00	100.0	199,219.00	199,219.00	185,139.04	7.0
TOTAL EXPENSES	16,601.61	0.00	100.0	199,219.00	199,219.00	185,139.04	7.0
TOTAL FUND REVENUES	12,500.00	36,308.76	190.4	150,000.00	150,000.00	112,476.72	(25.0)
TOTAL FUND EXPENSES	16,601.61	0.00	100.0	199,219.00	199,219.00	185,139.04	7.0
SURPLUS (DEFICIT)	(4,101.61)	36,308.76	(985.2)	(49,219.00)	(49,219.00)	(72,662.32)	47.6

FOR FUND: Debt Service  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	22,433.34	0.00	100.0	269,200.00	269,200.00	137,122.16	(49.0)
TOTAL REVENUES	22,433.34	0.00	100.0	269,200.00	269,200.00	137,122.16	(49.0)
EXPENSES							
Non Departmental	22,554.18	953.50	95.7	270,650.00	270,650.00	319,874.84	(18.1)
TOTAL EXPENSES	22,554.18	953.50	95.7	270,650.00	270,650.00	319,874.84	(18.1)
TOTAL FUND REVENUES	22,433.34	0.00	100.0	269,200.00	269,200.00	137,122.16	(49.0)
TOTAL FUND EXPENSES	22,554.18	953.50	95.7	270,650.00	270,650.00	319,874.84	(18.1)
SURPLUS (DEFICIT)	(120.84)	(953.50)	689.0	(1,450.00)	(1,450.00)	(182,752.68)	2503.6

FOR FUND: Capital Projects  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	168,078.26	100.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	168,078.26	100.0
EXPENSES							
Non Departmental	31,666.67	12,000.00	62.1	380,000.00	380,000.00	201,676.53	46.9
TOTAL EXPENSES	31,666.67	12,000.00	62.1	380,000.00	380,000.00	201,676.53	46.9
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	168,078.26	100.0
TOTAL FUND EXPENSES	31,666.67	12,000.00	62.1	380,000.00	380,000.00	201,676.53	46.9
SURPLUS (DEFICIT)	(31,666.67)	(12,000.00)	(62.1)	(380,000.00)	(380,000.00)	(33,598.27)	(91.1)

FOR FUND: Liberty Capital Development  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

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

FOR FUND: Recreation Administration  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	33,333.34	90,382.31	171.1	400,000.00	400,000.00	293,949.94	(26.5)
Administration	208.34	0.00	100.0	2,500.00	2,500.00	450.00	(82.0)
Special Events	333.34	607.82	82.3	4,000.00	4,000.00	4,128.50	3.2
TOTAL REVENUES	33,875.02	90,990.13	168.6	406,500.00	406,500.00	298,528.44	(26.5)
EXPENSES							
Administration	44,308.24	51,784.78	(16.8)	531,698.00	531,698.00	468,470.64	11.8
Building and Grounds	5,041.67	4,281.12	15.0	60,500.00	60,500.00	41,946.46	30.6
Special Events	1,562.51	62.40	96.0	18,750.00	18,750.00	9,732.10	48.0
TOTAL EXPENSES	50,912.42	56,128.30	(10.2)	610,948.00	610,948.00	520,149.20	14.8
TOTAL FUND REVENUES	33,875.02	90,990.13	168.6	406,500.00	406,500.00	298,528.44	(26.5)
TOTAL FUND EXPENSES	50,912.42	56,128.30	(10.2)	610,948.00	610,948.00	520,149.20	14.8
SURPLUS (DEFICIT)	(17,037.40)	34,861.83	(304.6)	(204,448.00)	(204,448.00)	(221,620.76)	8.3

FOR FUND: Rec. Program Youth & Teen  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Youth Programming	101,458.32	1,280.00	(98.7)	106,500.00	106,500.00	137,702.48	29.2
TOTAL REVENUES	101,458.32	1,280.00	(98.7)	106,500.00	106,500.00	137,702.48	29.2
EXPENSES							
Youth Programming	87,374.98	996.04	98.8	94,250.00	94,250.00	92,402.32	1.9
TOTAL EXPENSES	87,374.98	996.04	98.8	94,250.00	94,250.00	92,402.32	1.9
TOTAL FUND REVENUES	101,458.32	1,280.00	(98.7)	106,500.00	106,500.00	137,702.48	29.2
TOTAL FUND EXPENSES	87,374.98	996.04	98.8	94,250.00	94,250.00	92,402.32	1.9
SURPLUS (DEFICIT)	14,083.34	283.96	(97.9)	12,250.00	12,250.00	45,300.16	269.7

FOR FUND: Athletics Programs  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Athletics	104,360.00	1,071.00	(98.9)	104,360.00	104,360.00	58,260.00	(44.1)
TOTAL REVENUES	104,360.00	1,071.00	(98.9)	104,360.00	104,360.00	58,260.00	(44.1)
EXPENSES							
Athletics	77,300.00	0.00	100.0	77,300.00	77,300.00	43,497.72	43.7
TOTAL EXPENSES	77,300.00	0.00	100.0	77,300.00	77,300.00	43,497.72	43.7
TOTAL FUND REVENUES	104,360.00	1,071.00	(98.9)	104,360.00	104,360.00	58,260.00	(44.1)
TOTAL FUND EXPENSES	77,300.00	0.00	100.0	77,300.00	77,300.00	43,497.72	43.7
SURPLUS (DEFICIT)	27,060.00	1,071.00	(96.0)	27,060.00	27,060.00	14,762.28	(45.4)

FOR FUND: Rec. Program Adults  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Adults	92,600.00	12,140.12	(86.8)	92,600.00	92,600.00	84,924.12	(8.2)
TOTAL REVENUES	92,600.00	12,140.12	(86.8)	92,600.00	92,600.00	84,924.12	(8.2)
EXPENSES							
Adults	84,408.33	1,793.62	97.8	84,500.00	84,500.00	47,980.88	43.2
TOTAL EXPENSES	84,408.33	1,793.62	97.8	84,500.00	84,500.00	47,980.88	43.2
TOTAL FUND REVENUES	92,600.00	12,140.12	(86.8)	92,600.00	92,600.00	84,924.12	(8.2)
TOTAL FUND EXPENSES	84,408.33	1,793.62	97.8	84,500.00	84,500.00	47,980.88	43.2
SURPLUS (DEFICIT)	8,191.67	10,346.50	26.3	8,100.00	8,100.00	36,943.24	356.0



FOR FUND: Recreation Special Events  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Special Events	40,500.00	95.00	(99.7)	40,500.00	40,500.00	20,877.64	(48.4)
TOTAL REVENUES	40,500.00	95.00	(99.7)	40,500.00	40,500.00	20,877.64	(48.4)
EXPENSES							
Special Events	30,983.33	795.80	97.4	31,900.00	31,900.00	16,562.85	48.0
TOTAL EXPENSES	30,983.33	795.80	97.4	31,900.00	31,900.00	16,562.85	48.0
TOTAL FUND REVENUES	40,500.00	95.00	(99.7)	40,500.00	40,500.00	20,877.64	(48.4)
TOTAL FUND EXPENSES	30,983.33	795.80	97.4	31,900.00	31,900.00	16,562.85	48.0
SURPLUS (DEFICIT)	9,516.67	(700.80)	(107.3)	8,600.00	8,600.00	4,314.79	(49.8)

FOR FUND: Recreation Rentals  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Rentals	56,000.00	1,562.50	(97.2)	56,000.00	56,000.00	65,186.75	16.4
TOTAL REVENUES	56,000.00	1,562.50	(97.2)	56,000.00	56,000.00	65,186.75	16.4
EXPENSES							
Rentals	12,600.00	934.48	92.5	26,350.00	26,350.00	11,520.09	56.2
TOTAL EXPENSES	12,600.00	934.48	92.5	26,350.00	26,350.00	11,520.09	56.2
TOTAL FUND REVENUES	56,000.00	1,562.50	(97.2)	56,000.00	56,000.00	65,186.75	16.4
TOTAL FUND EXPENSES	12,600.00	934.48	92.5	26,350.00	26,350.00	11,520.09	56.2
SURPLUS (DEFICIT)	43,400.00	628.02	(98.5)	29,650.00	29,650.00	53,666.66	81.0

FOR FUND: Working Cash  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

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

FOR FUND: General Fixed Assets  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

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

FOR FUND: General Long Term Debt  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

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

MUNICIPAL REPORT TOTALS  
FOR 12 PERIODS ENDING DECEMBER 31, 2025

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
TOTAL MUNICIPAL REVENUES	576,665.93	556,003.41	(3.5)	2,580,930.00	2,580,930.00	2,477,600.36	(4.0)
TOTAL MUNICIPAL EXPENSES	539,165.22	211,811.74	60.7	3,272,278.00	3,272,278.00	2,780,642.86	15.0
SURPLUS (DEFICIT)	37,500.71	344,191.67	817.8	(691,348.00)	(691,348.00)	(303,042.50)	(56.1)

FOR FUND: `Corporate  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	87,099.97	2,822.22	(96.7)	87,099.97	1,045,200.00	2,822.22	(99.7)
Administration	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Buildings & Grounds	37,758.31	0.00	100.0	37,758.31	453,100.00	0.00	100.0
TOTAL REVENUES	124,858.28	2,822.22	(97.7)	124,858.28	1,498,300.00	2,822.22	(99.8)
EXPENSES							
Non Departmental	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Administration	44,759.91	21,714.16	51.4	44,759.91	537,120.00	21,714.16	95.9
Buildings & Grounds	62,979.10	27,725.75	55.9	62,979.10	755,751.00	27,725.75	96.3
TOTAL EXPENSES	107,739.01	49,439.91	54.1	107,739.01	1,292,871.00	49,439.91	96.1
TOTAL FUND REVENUES	124,858.28	2,822.22	(97.7)	124,858.28	1,498,300.00	2,822.22	(99.8)
TOTAL FUND EXPENSES	107,739.01	49,439.91	54.1	107,739.01	1,292,871.00	49,439.91	96.1
SURPLUS (DEFICIT)	17,119.27	(46,617.69)	(372.3)	17,119.27	205,429.00	(46,617.69)	(122.6)

FOR FUND: Scholarship Fund  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	841.66	0.00	100.0	841.66	10,100.00	0.00	100.0
TOTAL REVENUES	841.66	0.00	100.0	841.66	10,100.00	0.00	100.0
EXPENSES							
Non Departmental	625.00	0.00	100.0	625.00	7,500.00	0.00	100.0
TOTAL EXPENSES	625.00	0.00	100.0	625.00	7,500.00	0.00	100.0
TOTAL FUND REVENUES	841.66	0.00	100.0	841.66	10,100.00	0.00	100.0
TOTAL FUND EXPENSES	625.00	0.00	100.0	625.00	7,500.00	0.00	100.0
SURPLUS (DEFICIT)	216.66	0.00	100.0	216.66	2,600.00	0.00	100.0



FOR FUND: Social Security  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
TOTAL REVENUES	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
EXPENSES							
Non Departmental	7,293.83	4,345.61	40.4	7,293.83	87,526.00	4,345.61	95.0
TOTAL EXPENSES	7,293.83	4,345.61	40.4	7,293.83	87,526.00	4,345.61	95.0
TOTAL FUND REVENUES	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
TOTAL FUND EXPENSES	7,293.83	4,345.61	40.4	7,293.83	87,526.00	4,345.61	95.0
SURPLUS (DEFICIT)	(7,210.50)	(4,345.61)	(39.7)	(7,210.50)	(86,526.00)	(4,345.61)	(94.9)

FOR FUND: IMRF  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
TOTAL REVENUES	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
EXPENSES							
Non Departmental	8,580.75	5,460.10	36.3	8,580.75	102,969.00	5,460.10	94.6
TOTAL EXPENSES	8,580.75	5,460.10	36.3	8,580.75	102,969.00	5,460.10	94.6
TOTAL FUND REVENUES	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
TOTAL FUND EXPENSES	8,580.75	5,460.10	36.3	8,580.75	102,969.00	5,460.10	94.6
SURPLUS (DEFICIT)	(8,497.42)	(5,460.10)	(35.7)	(8,497.42)	(101,969.00)	(5,460.10)	(94.6)

FOR FUND: Liability  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	124.99	0.00	100.0	124.99	1,500.00	0.00	100.0
TOTAL REVENUES	124.99	0.00	100.0	124.99	1,500.00	0.00	100.0
EXPENSES							
Non Departmental	4,995.80	116.00	97.6	4,995.80	59,950.00	116.00	99.8
TOTAL EXPENSES	4,995.80	116.00	97.6	4,995.80	59,950.00	116.00	99.8
TOTAL FUND REVENUES	124.99	0.00	100.0	124.99	1,500.00	0.00	100.0
TOTAL FUND EXPENSES	4,995.80	116.00	97.6	4,995.80	59,950.00	116.00	99.8
SURPLUS (DEFICIT)	(4,870.81)	(116.00)	(97.6)	(4,870.81)	(58,450.00)	(116.00)	(99.8)

FOR FUND: Audit  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	2,166.66	0.00	100.0	2,166.66	26,000.00	0.00	100.0
TOTAL REVENUES	2,166.66	0.00	100.0	2,166.66	26,000.00	0.00	100.0
EXPENSES							
Non Departmental	2,166.66	0.00	100.0	2,166.66	26,000.00	0.00	100.0
TOTAL EXPENSES	2,166.66	0.00	100.0	2,166.66	26,000.00	0.00	100.0
TOTAL FUND REVENUES	2,166.66	0.00	100.0	2,166.66	26,000.00	0.00	100.0
TOTAL FUND EXPENSES	2,166.66	0.00	100.0	2,166.66	26,000.00	0.00	100.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

FOR FUND: Security and Safety  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
TOTAL REVENUES	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
EXPENSES							
Non Departmental	1,499.98	0.00	100.0	1,499.98	18,000.00	0.00	100.0
TOTAL EXPENSES	1,499.98	0.00	100.0	1,499.98	18,000.00	0.00	100.0
TOTAL FUND REVENUES	83.33	0.00	100.0	83.33	1,000.00	0.00	100.0
TOTAL FUND EXPENSES	1,499.98	0.00	100.0	1,499.98	18,000.00	0.00	100.0
SURPLUS (DEFICIT)	(1,416.65)	0.00	100.0	(1,416.65)	(17,000.00)	0.00	100.0

FOR FUND: Special Recreation  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	12,833.33	0.00	100.0	12,833.33	154,000.00	0.00	100.0
TOTAL REVENUES	12,833.33	0.00	100.0	12,833.33	154,000.00	0.00	100.0
EXPENSES							
Non Departmental	16,886.82	39,184.00	(132.0)	16,886.82	202,642.00	39,184.00	80.6
TOTAL EXPENSES	16,886.82	39,184.00	(132.0)	16,886.82	202,642.00	39,184.00	80.6
TOTAL FUND REVENUES	12,833.33	0.00	100.0	12,833.33	154,000.00	0.00	100.0
TOTAL FUND EXPENSES	16,886.82	39,184.00	(132.0)	16,886.82	202,642.00	39,184.00	80.6
SURPLUS (DEFICIT)	(4,053.49)	(39,184.00)	866.6	(4,053.49)	(48,642.00)	(39,184.00)	(19.4)

FOR FUND: Debt Service  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	26,536.75	0.00	100.0	26,536.75	318,441.00	0.00	100.0
TOTAL REVENUES	26,536.75	0.00	100.0	26,536.75	318,441.00	0.00	100.0
EXPENSES							
Non Departmental	27,257.91	0.00	100.0	27,257.91	327,095.00	0.00	100.0
TOTAL EXPENSES	27,257.91	0.00	100.0	27,257.91	327,095.00	0.00	100.0
TOTAL FUND REVENUES	26,536.75	0.00	100.0	26,536.75	318,441.00	0.00	100.0
TOTAL FUND EXPENSES	27,257.91	0.00	100.0	27,257.91	327,095.00	0.00	100.0
SURPLUS (DEFICIT)	(721.16)	0.00	100.0	(721.16)	(8,654.00)	0.00	100.0

FOR FUND: Capital Projects  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	300,000.00	0.00	100.0	300,000.00	300,000.00	0.00	100.0
TOTAL REVENUES	300,000.00	0.00	100.0	300,000.00	300,000.00	0.00	100.0
EXPENSES							
Non Departmental	1,200,000.00	15,000.00	98.7	1,200,000.00	1,200,000.00	15,000.00	98.7
TOTAL EXPENSES	1,200,000.00	15,000.00	98.7	1,200,000.00	1,200,000.00	15,000.00	98.7
TOTAL FUND REVENUES	300,000.00	0.00	100.0	300,000.00	300,000.00	0.00	100.0
TOTAL FUND EXPENSES	1,200,000.00	15,000.00	98.7	1,200,000.00	1,200,000.00	15,000.00	98.7
SURPLUS (DEFICIT)	(900,000.00)	(15,000.00)	(98.3)	(900,000.00)	(900,000.00)	(15,000.00)	(98.3)



FOR FUND: Capital Development Fund  
FOR 1 PERIODS ENDING JANUARY 31, 2026

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

FOR FUND: Liberty Capital Development  
FOR 1 PERIODS ENDING JANUARY 31, 2026

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

FOR FUND: Recreation Administration  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Non Departmental	33,750.00	0.00	100.0	33,750.00	405,000.00	0.00	100.0
Administration	249.99	0.00	100.0	249.99	3,000.00	0.00	100.0
Special Events	333.33	0.00	100.0	333.33	4,000.00	0.00	100.0
TOTAL REVENUES	34,333.32	0.00	100.0	34,333.32	412,000.00	0.00	100.0
EXPENSES							
Administration	45,924.27	14,306.68	68.8	45,924.27	551,092.00	14,306.68	97.4
Building and Grounds	4,958.31	1,271.46	74.3	4,958.31	59,500.00	1,271.46	97.8
Special Events	1,541.65	52.00	96.6	1,541.65	18,500.00	52.00	99.7
TOTAL EXPENSES	52,424.23	15,630.14	70.1	52,424.23	629,092.00	15,630.14	97.5
TOTAL FUND REVENUES	34,333.32	0.00	100.0	34,333.32	412,000.00	0.00	100.0
TOTAL FUND EXPENSES	52,424.23	15,630.14	70.1	52,424.23	629,092.00	15,630.14	97.5
SURPLUS (DEFICIT)	(18,090.91)	(15,630.14)	(13.6)	(18,090.91)	(217,092.00)	(15,630.14)	(92.8)

FOR FUND: Rec. Program Youth & Teen  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
-----							
REVENUES							
Youth Programming	9,541.64	(60.00)	(100.6)	9,541.64	114,500.00	(60.00)	(100.0)
-----							
TOTAL REVENUES	9,541.64	(60.00)	(100.6)	9,541.64	114,500.00	(60.00)	(100.0)
EXPENSES							
Youth Programming	7,979.10	776.43	90.2	7,979.10	95,750.00	776.43	99.1
-----							
TOTAL EXPENSES	7,979.10	776.43	90.2	7,979.10	95,750.00	776.43	99.1
TOTAL FUND REVENUES	9,541.64	(60.00)	(100.6)	9,541.64	114,500.00	(60.00)	(100.0)
TOTAL FUND EXPENSES	7,979.10	776.43	90.2	7,979.10	95,750.00	776.43	99.1
SURPLUS (DEFICIT)	1,562.54	(836.43)	(153.5)	1,562.54	18,750.00	(836.43)	(104.4)

FOR FUND: Athletics Programs  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Athletics	8,613.29	0.00	100.0	8,613.29	103,360.00	0.00	100.0
TOTAL REVENUES	8,613.29	0.00	100.0	8,613.29	103,360.00	0.00	100.0
EXPENSES							
Athletics	6,233.23	0.00	100.0	6,233.23	74,800.00	0.00	100.0
TOTAL EXPENSES	6,233.23	0.00	100.0	6,233.23	74,800.00	0.00	100.0
TOTAL FUND REVENUES	8,613.29	0.00	100.0	8,613.29	103,360.00	0.00	100.0
TOTAL FUND EXPENSES	6,233.23	0.00	100.0	6,233.23	74,800.00	0.00	100.0
SURPLUS (DEFICIT)	2,380.06	0.00	100.0	2,380.06	28,560.00	0.00	100.0

FOR FUND: Rec. Program Adults  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Adults	8,299.98	(20.00)	(100.2)	8,299.98	99,600.00	(20.00)	(100.0)
TOTAL REVENUES	8,299.98	(20.00)	(100.2)	8,299.98	99,600.00	(20.00)	(100.0)
EXPENSES							
Adults	7,112.46	29,043.57	(308.3)	7,112.46	85,350.00	29,043.57	65.9
TOTAL EXPENSES	7,112.46	29,043.57	(308.3)	7,112.46	85,350.00	29,043.57	65.9
TOTAL FUND REVENUES	8,299.98	(20.00)	(100.2)	8,299.98	99,600.00	(20.00)	(100.0)
TOTAL FUND EXPENSES	7,112.46	29,043.57	(308.3)	7,112.46	85,350.00	29,043.57	65.9
SURPLUS (DEFICIT)	1,187.52	(29,063.57)	(2547.4)	1,187.52	14,250.00	(29,063.57)	(303.9)

FOR FUND: Recreation Special Events  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Special Events	2,999.98	0.00	100.0	2,999.98	36,000.00	0.00	100.0
TOTAL REVENUES	2,999.98	0.00	100.0	2,999.98	36,000.00	0.00	100.0
EXPENSES							
Special Events	2,566.58	159.35	93.7	2,566.58	30,800.00	159.35	99.4
TOTAL EXPENSES	2,566.58	159.35	93.7	2,566.58	30,800.00	159.35	99.4
TOTAL FUND REVENUES	2,999.98	0.00	100.0	2,999.98	36,000.00	0.00	100.0
TOTAL FUND EXPENSES	2,566.58	159.35	93.7	2,566.58	30,800.00	159.35	99.4
SURPLUS (DEFICIT)	433.40	(159.35)	(136.7)	433.40	5,200.00	(159.35)	(103.0)

FOR FUND: Recreation Rentals  
FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
Rentals	4,333.32	0.00	100.0	4,333.32	52,000.00	0.00	100.0
TOTAL REVENUES	4,333.32	0.00	100.0	4,333.32	52,000.00	0.00	100.0
EXPENSES							
Rentals	2,029.15	603.90	70.2	2,029.15	24,350.00	603.90	97.5
TOTAL EXPENSES	2,029.15	603.90	70.2	2,029.15	24,350.00	603.90	97.5
TOTAL FUND REVENUES	4,333.32	0.00	100.0	4,333.32	52,000.00	0.00	100.0
TOTAL FUND EXPENSES	2,029.15	603.90	70.2	2,029.15	24,350.00	603.90	97.5
SURPLUS (DEFICIT)	2,304.17	(603.90)	(126.2)	2,304.17	27,650.00	(603.90)	(102.1)



FOR FUND: Working Cash  
FOR 1 PERIODS ENDING JANUARY 31, 2026

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

FOR FUND: General Fixed Assets  
FOR 1 PERIODS ENDING JANUARY 31, 2026

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

FOR FUND: General Long Term Debt  
FOR 1 PERIODS ENDING JANUARY 31, 2026

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

MUNICIPAL REPORT TOTALS

FOR 1 PERIODS ENDING JANUARY 31, 2026

DEPARTMENT DESCRIPTION	JANUARY BUDGET	JANUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
TOTAL MUNICIPAL REVENUES	535,733.19	2,742.22	(99.4)	535,733.19	3,128,801.00	2,742.22	(99.9)
TOTAL MUNICIPAL EXPENSES	1,455,390.51	159,759.01	89.0	1,455,390.51	4,264,695.00	159,759.01	96.2
SURPLUS (DEFICIT)	(919,657.32)	(157,016.79)	(82.9)	(919,657.32)	(1,135,894.00)	(157,016.79)	(86.1)

---

**DATE:** 1/20/2026  
**TO:** The Board of Commissioners  
**FROM:** Cathy Fallon, Executive Director  
**RE:** Agency Report

---

**Information from the December Board Meeting**

- We have 5 enrolled in the 5-7 year old Future Hoop Stars and 2 in the 8-12 year old session.
- We have 3 enrolled in the Winter Soccer Clinic 3<sup>rd</sup>-5<sup>th</sup> and 2 enrolled in 6<sup>th</sup>-8<sup>th</sup>.
- We have 5 enrolled in Adult/Tot Little Warriors.
- We have 12 enrolled in First Step Twos. This class is full.
- We have 5 signed up for Preschool Afternoons.
- We have 5 enrolled in Book & Bites.
- We have 7 enrolled in Let's Investigate.
- We have 4 enrolled in the Tasting Table-Donuts.
- We have 5 enrolled in the Luck of the Irish Lunch.
- We have 97 enrolled for Santa's Workshop.
- FSS Technologies inspected our fire and burglar alarms(passed).
- Reliable fire tested/recharged all fire extinguishers throughout the district.
- FE Moran performed preventative maintenance on our HVAC system throughout our facilities.
- Letters to Santa boxes picked up throughout our parks, the Berwyn library, Piper and Komensky school.

**Athletics:**

- We have 7 enrolled in the 5-7 year old Future Hoop Stars and 3 in the 8-12 year old session.
- We have 5 enrolled in the Little Hoopers.
- We have 2 enrolled in the Winter Soccer Clinic 1<sup>st</sup>- 2<sup>nd</sup> grade, 4 enrolled in 3<sup>rd</sup>-5<sup>th</sup> grade, and 3 enrolled in the 6<sup>th</sup>-8<sup>th</sup> grade.
- We have 9 enrolled in Adult/Tot Little Warriors.
- We have 5 enrolled in Adult-Tot Soccer.

**General Recreation:**

- We have 12 enrolled in First Step Twos. This class is full.
- We have 8 signed up for Preschool Afternoons.
- We have 9 enrolled in Book & Bites.
- We have 5 enrolled in Let's Investigate.
- We have 7 in Animal Action.

**Special Events:**

- We have 4 enrolled in the Tasting Table-Donuts.
- We have 5 enrolled in the Luck of the Irish Lunch.

**Parks and Facilities**

- Performed winter pruning
- Removed all holiday décor from Proksa and Mraz Park
- Had the buildings air ducts deep cleaned at Freedom and Proksa
- Reliable Fire inspected and tested sprinkler systems at Proksa and Sunshine

**West Suburban Special Recreation Association**

**January 13, 2026**

**WSSRA**

**2915 Maple St, Franklin Park, IL**

**DRAFT MINUTES**

**I. Chairperson Jan Arnold called the meeting to order at 4:00pm those present included:**

Jan Arnold, Park District of Oak Park

Danette Krajewski, Park District of Forest Park

Dan LoCascio, Park District of Franklin Park

Ron Malchiodi, Village of Riverside

Anna Wegrecki, Village of Harwood Heights arrived 4:02

Mike Sletten, River Forest Park District

Greg Stanczyk, Veterans Park District

Nestor Zavala, North Berwyn Park District **remote**

Nate Brown, Norridge Park District

Katie Muellner, Village of River Grove left 4:34pm

Jeanmarie Hajer-O'Connor, Village of North Riverside

Ted Gruber, Village of Elmwood Park

**Others in Attendance:** WSSRA staff: Annie Hart, April Michalski, Carmella LoCascio, Marianne Birko,

**Approval of Remote Attendees meeting Qualifying Event:** **LoCascio/Muellner motioned to approve, and the vote was unanimously approved**

**Not in Attendance** Berwyn Park District

**II. Approval of Agenda** **Sletten/Muellner motioned to approve the agenda. The motion was unanimously approved.**

**III. Approval of the Consent Agenda** **Gruber/Sletten motioned to approve the Consent Agenda including the December 9, 2025, Minutes, December Financial Report, and Disbursements for December 2025. Acceptance of 2026 Partner Appointments, Election of Officers, Committee Appt, Committee Tasks for 2026, the Safety Policy statement, IAPD membership renewal and Executive Director Goals; Roll call vote showed 12 yes votes, and the motion was approved**

**IV. Public Comment:** No Public Comment

**V. Under the Foundation** **LoCascio reported for the WSSRF: Happy 2026 All!** The Foundation hosted their last meeting of the year on November 13, 2025 via Zoom. They closed 2025 raising **\$80,233** with an additional **\$18,603** in memorials for a total of **\$98,836 in funds**. This includes the funds raised with Giving Tuesday and Holiday Solicitation is estimated at raising \$7,060 with more money coming in dollars to close the year. The Executive Committee met this week to update and finalize the 2026 Proposed Budget, update in the 2026 goals. The Foundation will host their Annual meeting on Thursday January 22nd to celebrate their 2025 successes and plan for 2026. Included in their plans are the following events: 2026 Bocce Ball Tournament taking place on Saturday, January 31, 2026, 2026 Derby Gala planned for Saturday, May 2, 2026, 2026 Family Bowl-a-thon taking place in September, 2026 Fallin For Our Stars taking place on Friday, November 6, 2026, 2026 Tuesday Giving & Holiday Solicitation, Included in your packet are opportunities for Sponsorships and raffles for the upcoming Bocce Tournament. We really need your support. Consider hosting a Team! We will send out notice shortly to collect donations for the Derby Gala on May 2<sup>nd</sup> our 25<sup>th</sup> Anniversary of the event and our 50<sup>th</sup> Anniversary year! Thank you for your continued support throughout the year! Carmella introduced her daughter Kelly and Kelly's dad. Carmella shared Kelly has been selected to take part in an international art exhibition for artists with developmental disabilities. Kelly Wesolek, a current active WSSRA participant discovered her passion for art while she was in high school. Kelly shared "I love art. I paint animals, ocean, or movies," she said. Her work caught the attention of a cultural Olympics organization that hosts an exhibition known as ArtPara. According to her parents, the event is connected to the Paralympics. "It's organized by a South Korean foundation called People with Disabilities and Friends of Five Continents. Just to be able to participate with other countries in this amazing opportunity is mind boggling, said her mother, Carmella LoCascio. Her parents said they applied to the exhibition and submitted Wesolek's portfolio. From those submissions, one piece will be selected to be displayed at the exhibition in Italy this March. LoCascio said about 100 works from 30 countries will be featured. The board shared their congratulations to Kelly and wished her well at the exhibition.

**VI. Under Committee Reports No Reports**

**VII. Unfinished Business** **Acceptance of the 2026 Chairperson & Vice Chairperson**

**A. Nominating Committee** Chair Iovinelli recommends Ted Gruber as the 2026 Chairperson and Dan LoCascio as the 2026 Vice Chairperson. **Muellner/Malchiodi motioned to approve Ted Gruber as the 2026 Chairperson and Dan LoCascio as the 2026 Vice Chairperson. Roll call vote showed 12 yes votes, and the motion was approved**

**B. Park District of Forest Park Building Updates** Krajewski reported no building updates at this time.

C. **No Other**

VIII. **Under New Business**

A. **Approval of Grace Kenney Accounting Services** Arnold/Sletten motioned to approve Grace Kenney as the CPA & Accounting Services to complete the WSSRA Monthly Financial reports. Roll call vote showed 11 yes votes, and Krajewski abstained and the motion was approved

B. **No Other**

IX. **Under Correspondence No Comments**

X. **Under Board Reports** Brown reported the Norridge Park District has a new addition to its family. Superintendent of Recreation Brian and his wife had a son Nolan at the end of December. The outdoor ice rink is waiting for more cold weather, and the NPD will be hosting a March Madness Watch event on Saturday 2/20. They are busy finalizing the summer brochure offerings and the concession stand work continues. Hajer-O'Conner reported the Village of North Riverside Hosting Daddy-Daughter Dance on 1/30 and Mother-Son Dance on 3/6, Coed Basketball games start this Saturday with 340 participants registered, summer camp registration starts 2/7 and they too have started summer staff recruitment and the North Riverside Players Theater hosting their annual Murder Mystery Dinner and Fundraiser on Feb 21 & 22. Sletten reported the River Forest Park District projects are stalled in the mud, the Civic Authority will approve requests for community center development, and they are about to launch a community survey to get feedback on the potential building project. Malchiodi reported the Village of Riverside Winter brochure just went out, planning continues for the playground renovations, and they are putting in 4 dedicated pickleball courts at different locations in the Village. Krajewski reported the Park District of Forest Park is anxiously awaiting the results of the OSLAD grant submission. It is on the Governor's desk so they will know soon. Their holiday events went great and they are now getting ready for their upcoming Craft Fair on 2/7 where all vendor spots are full! They currently have an 8' x 4' hole in the pool in hopes to secure the leak. Once done, they can do the final repairs prep and painting for the next pool season. They are also currently hiring for summer and hope for another 80% seasonal retention. A BIG kudos to the lifeguard staff for winning a Wilver Award from Ellis! They are preparing for the upcoming IAPD/IPRA conference with 11 staff and board members attending. One staff member will be attending the NRPA Maintenance Management school and 2 staff are attending the Association of Aquatic Professionals conference in Colorado Springs. Stanczyk reported the Veterans Park District is working on a promotional video to promote camp and preschool. And they are planning to use it for summer hiring as well. The website is currently posting the summer timelines, jobs and rehires. Wegrecki reported the Village of Harwood Heights wishes everyone a Happy New Year! And they too are busy gearing up for all of the new year's activities. Muellner reported the Village of River Grove is hosting a political fundraiser event on 2/5 and hosting the Daddy Daughter Dance on 2/28 and the St. Patrick's Day event on March 10. LoCascio reported the Park District of Franklin Park's Solar Projects are up and running, they are ready for basketball league to start, and they too will be hosting their Daddy Daughter Dance 2/28. Arnold reported the Park District of Oak Park's winter sports kicked off and registration for summer camp opens 2/7. The Field Center project continues, and the Longfellow Park construction starts in March. The community talk has begun over the referendum for the potential pool project. Zavala reported the North Berwyn Park District is offering two 1-day sessions of "Play in a Day" on 1/17 and 2/21. Youth will have the opportunity to create and perform their own play in 7 hours. They will be hosting School Days Out on 1/19, a Milk and Cookies Valentine's Day Art Party 2/13, and Spring Break Camp 3/30-4/2. Gruber reported the Village of Elmwood Park's in house basketball league started with 100 kids participating, winter bocce is underway with 80 teams, and they are hosting 24 teams in winter golf league. Their pickleball courts are out to bid for construction with a planned completion prior to summer.

XI. **Executive Director's Report Birko Reported**

- A. **Board Responsibilities and Expectations** Annually the Board of Directors and Alternates are asked to commit their support to the Association. Birko asked Board Representatives and Alternates to please sign that you have reviewed and understand the list of Responsibilities and Expectations in this role.
- B. **WSSRA Staff will attend the IPRA Annual Conference** Ten Full-time staff are scheduled to attend the IPRA conference on January 29 -31, 2026. Note Birko will be attending Wednesday through Friday and will not attend Saturday due to the conflict with the Bocce Tournament this year.
- C. **WSSRA will Co-Host the In-person Legislative Breakfast/Brunch on Friday, February 27, 2026, with the Park District Franklin Park.** This event is scheduled to begin at 10:30am at the Centre of North Park in Franklin Park located at 10040 Addison Street in Franklin Park. We are looking forward to the opportunity to host our Legislators once again. More



information will be forthcoming on the platform to be used. A formal invite will be sent via e-mail to local Legislators & WSSRA Board Members. Please extend this invitation to your board members and RSVP your attendance to Birko.

- D. **Bocce Tournament 2026** Don't miss your opportunity to be a part of the 2026 Bocce Tournament generously hosted by Village of Elmwood Park. It will take place on Saturday, January 31 starting at 10:30am. Be a part, field a Team of 4, no experience necessary or Be a Sponsor and/or donate a Raffle prize and of course please post on your websites. Your support is greatly appreciated. See attached fliers for more information
- E. **WSSRA Derby Gala 2026** Mark your calendars for Saturday, May 2, 2026, when the WSSRA/WSSRF will host the 25th year of this very successful event. We need all WSSRA Partners to be a supporter through sponsorships, donating raffle items to the Silent Auction and plan to attend the event! Mark your calendars and come celebrate WSSRA's 50<sup>th</sup> Anniversary year by attending the event!
- F. **Partner Annual Presentations** Call or email Birko with dates and times that work for you in 2026. The 2025 Stats will be a part of this report starting in March.
- G. **Staff Report: April Michalski, Superintendent of Recreation reported**
1. **Winter Programs** Winter program registration is open. Our season begins on February 2 and ends on March 28, with a couple programs beginning next week. We are excited to offer several new programs this season including Taekwondo, Rhythmic Gymnastics, and Parent/Child Sensory Hour in our Imaginarium Sensory Room.
  2. **Day Camp** WSSRA's Summer Day Camp lottery will be open for two weeks starting Monday, February 9 through Friday, February 20. Our Program Manager is currently working on securing facility space for camp and confirming returning staff.
  3. **Special Olympics**
    - **Snowshoeing** WSSRA has five athletes competing in the Special Olympics Regional Snowshoeing Competition this Saturday, January 10. Gold medal winners will advance to the State Winter Games in February.
    - **Jr. Basketball** Our Jr. Basketball team will compete in their first Special Olympics Regional Tournament on Sunday, January 11, at Jacobs High School in Algonquin. Our four senior teams will compete in the Special Olympics Regional Basketball Tournament on February 1st at Oswego East High School. Gold medal winners will advance to the State Competition in March.
  4. **Inclusion** As we begin the new year, we encourage all our partners to schedule a staff training with our Inclusion Team. For questions or to schedule a training, please reach out to our Inclusion Manager, Chris Strum, at [chriss@wssra.net](mailto:chriss@wssra.net).
  5. **Upcoming Events**

WSSRA is kicking off our 50<sup>th</sup> Anniversary celebration with our annual Recognition Banquet on Saturday, February 7, at the Centre at North Park in Franklin Park from 6:00pm-9:00pm. This event will celebrate the accomplishments of 2025 and includes dinner, dancing, and awards.
- H. **Staff Report: Annie Hart, Superintendent of Business reported**
1. **Marketing Round Table** Back by popular demand WSSRA's Marketing Manager, Nicole Walsh, is planning to host another marketing round table for all of our partner districts. Please alert your marketing staff to be on the lookout for an invitation from Nicole. Also, if you've had any turn over in your Marketing department that we should be sending this information to please let Hart know as soon as possible.
  2. **Year End Wrap Up** Hart has worked to tie up any loose ends and to start getting prepared for the upcoming audit. Hart continues to work with Grace Kenney to reconcile the monthly financials. Hart will be meeting with Kenney in early January to go over year end financials and prepare for the year ahead.
  3. **Safety** We've received our PDRMA 2025 Risk Management Review. While our score is not what we had hoped we plan to meet with our team in January to determine what steps we can take to increase our score for 2026.
- XII. **Closed Session** Arnold/Brown motioned to go into closed session pursuant to 5 ILCS 120/2(c)(11) personnel at 4:34 all approved. Sletten/Arnold motioned to come out of closed session at 4:48pm. All approved.
- XIII. **Adjournment** Sletten/Stanczyk motioned to adjourn the meeting at 4:48pm. Motion was unanimously approved
- Respectfully submitted,



---

**DATE:** 1/20/2026  
**TO:** The Board of Commissioners  
**FROM:** Cathy Fallon, Executive Director  
**RE:** Proksa Park Redevelopment & Proksa Pond Redevelopment

---

- The geotechnical field work is scheduled to take place on Thursday January 22, 2026.
- The staff continues to have meetings with RVI(formerly Hitchcock) and the engineer. When the design phase is nearing completion the board will be presented with two options for the play area.
- RVI is also working on the Veteran's Memorial as well as the pathways.
- The contract between the Park District and Aquascape should be completed by the February Committee meeting.

---

**DATE:** 1/20/2026  
**TO:** The Board of Commissioners  
**FROM:** Cathy Fallon, Executive Director  
**RE:** Old Business

---

- The Meeting Calendar for 2026 will need to be amended. New legislation, public act 104-0438 was approved on 11/21/25 to be in effect 1/1/2026. This new act prohibits local units of government from having regularly scheduled meetings on election days. In 2026 that will affect the Park District meetings a total of 3 times: 2/3/26, 3/17/26, 11/3/26. The Park District has 2 choices reschedule or cancel the meetings. There can also be a hybrid where some meetings are rescheduled while others are canceled. I have included the approved 2026 meeting calendar as well as two possible revisions for discussion and approval by the Board.
- Attorney Roth will be working on updates to amend the deed for parcels at Freedom Park to remove intergovernmental language. He will also be preparing an intergovernmental agreement for the Berwyn Park District and Berwyn South School District 100 for park usage.
- General Use Ordinance: I spoke with Attorney Roth to receive clarification. The Board of Commissioners are not considered a designee; designees are typically staff members assigned by the Executive Director. There is developing language and legislation when it comes to electric bikes, hoverboards, electric scooters etc. Our ordinance covers and reflects what is current. We will continue to evaluate the legal chances as that will supersede the ordinance. The final clarification is the Police department is not required to approve our ordinance, when the City of Berwyn appoints a new Chief, I will request a meeting and share the ordinance at the meeting. Currently, I am making a recommendation for the Board to approve the Ordinance, with an annual review to ensure that we are staying up to date.

## 2026 Berwyn Park District Board of Commissioners Proposed Committee Meeting Schedule

In accordance with the Illinois Open Meetings Act, the following is a list of the scheduled Board of Commissioners meetings for the 2026 calendar year. All meetings are held at Freedom Park Administration Building 3701 S. Scoville, Berwyn, Illinois at 4:30 p.m., or via virtual conference, unless otherwise noted.

Tuesday, February 3, 2026	Board of Commissioners Meeting
Tuesday, March 3, 2026	Board of Commissioners Meeting
Tuesday, April 7, 2026	Board of Commissioners Meeting
Tuesday, May 5, 2026	Board of Commissioners Meeting
Tuesday, June 2, 2026	Board of Commissioners Meeting
Tuesday, July 7, 2026	Board of Commissioners Meeting
Tuesday, August 4, 2026	Board of Commissioners Meeting
Tuesday, September 1, 2026	Board of Commissioners Meeting
Tuesday, October 6, 2026	Board of Commissioners Meeting
Tuesday, November 3, 2026	Board of Commissioners Meeting
Tuesday December 1, 2026	Board of Commissioners Meeting

## 2026 Berwyn Park District Board of Commissioners Proposed Meeting Schedule

In accordance with the Illinois Open Meetings Act, the following is a list of the scheduled Board of Commissioners meetings for the 2026 calendar year. All meetings are held at Proksa Park Activity Center 3001 S. Wisconsin, Multipurpose Room, Berwyn, Illinois at 6:00 p.m., or via virtual conference, unless otherwise noted.

Tuesday, January 20, 2026	Board of Commissioners Meeting
Tuesday, February 17, 2026	Board of Commissioners Meeting
Tuesday, March 17, 2026	Board of Commissioners Meeting
Tuesday, April 21, 2026	Board of Commissioners Meeting
Tuesday, May 19, 2026	Board of Commissioners Meeting
Tuesday, June 16, 2026	Board of Commissioners Meeting
Tuesday, July 21, 2026	Board of Commissioners Meeting
Tuesday, August 18, 2026	Board of Commissioners Meeting
Tuesday, September 15, 2026	Board of Commissioners Meeting
Tuesday, October 20, 2026	Board of Commissioners Meeting
Tuesday, November 17, 2026	Board of Commissioners Meeting
Tuesday December 15, 2026	Board of Commissioners Meeting

## 2026 Berwyn Park District Board of Commissioners Proposed Committee Meeting Schedule

In accordance with the Illinois Open Meetings Act, the following is a list of the scheduled Board of Commissioners meetings for the 2026 calendar year. All meetings are held at Freedom Park Administration Building 3701 S. Scoville, Berwyn, Illinois at 4:30 p.m., or via virtual conference, unless otherwise noted.

Thursday, February 5, 2026	Board of Commissioners Meeting
Tuesday, March 3, 2026	Board of Commissioners Meeting
Tuesday, April 7, 2026	Board of Commissioners Meeting
Tuesday, May 5, 2026	Board of Commissioners Meeting
Tuesday, June 2, 2026	Board of Commissioners Meeting
Tuesday, July 7, 2026	Board of Commissioners Meeting
Tuesday, August 4, 2026	Board of Commissioners Meeting
Tuesday, September 1, 2026	Board of Commissioners Meeting
Tuesday, October 6, 2026	Board of Commissioners Meeting
Thursday, November 5, 2026	Board of Commissioners Meeting
Tuesday December 1, 2026	Board of Commissioners Meeting

## 2026 Berwyn Park District Board of Commissioners Proposed Meeting Schedule

In accordance with the Illinois Open Meetings Act, the following is a list of the scheduled Board of Commissioners meetings for the 2026 calendar year. All meetings are held at Proksa Park Activity Center 3001 S. Wisconsin, Multipurpose Room, Berwyn, Illinois at 6:00 p.m., or via virtual conference, unless otherwise noted.

Tuesday, January 20, 2026	Board of Commissioners Meeting
Tuesday, February 17, 2026	Board of Commissioners Meeting
Thursday, March 19, 2026	Board of Commissioners Meeting
Tuesday, April 21, 2026	Board of Commissioners Meeting
Tuesday, May 19, 2026	Board of Commissioners Meeting
Tuesday, June 16, 2026	Board of Commissioners Meeting
Tuesday, July 21, 2026	Board of Commissioners Meeting
Tuesday, August 18, 2026	Board of Commissioners Meeting
Tuesday, September 15, 2026	Board of Commissioners Meeting
Tuesday, October 20, 2026	Board of Commissioners Meeting
Tuesday, November 17, 2026	Board of Commissioners Meeting
Tuesday December 15, 2026	Board of Commissioners Meeting



2026 Berwyn Park District  
Board of Commissioners Proposed Committee Meeting Schedule

In accordance with the Illinois Open Meetings Act, the following is a list of the scheduled Board of Commissioners meetings for the 2026 calendar year. All meetings are held at Freedom Park Administration Building 3701 S. Scoville, Berwyn, Illinois at 4:30 p.m., or via virtual conference, unless otherwise noted.

Tuesday, February 10, 2026	Board of Commissioners Meeting
Tuesday, March 3, 2026	Board of Commissioners Meeting
Tuesday, April 7, 2026	Board of Commissioners Meeting
Tuesday, May 5, 2026	Board of Commissioners Meeting
Tuesday, June 2, 2026	Board of Commissioners Meeting
Tuesday, July 7, 2026	Board of Commissioners Meeting
Tuesday, August 4, 2026	Board of Commissioners Meeting
Tuesday, September 1, 2026	Board of Commissioners Meeting
Tuesday, October 6, 2026	Board of Commissioners Meeting
Tuesday, November 10, 2026	Board of Commissioners Meeting
Tuesday December 1, 2026	Board of Commissioners Meeting

## 2026 Berwyn Park District Board of Commissioners Proposed Meeting Schedule

In accordance with the Illinois Open Meetings Act, the following is a list of the scheduled Board of Commissioners meetings for the 2026 calendar year. All meetings are held at Proksa Park Activity Center 3001 S. Wisconsin, Multipurpose Room, Berwyn, Illinois at 6:00 p.m., or via virtual conference, unless otherwise noted.

Tuesday, January 20, 2026	Board of Commissioners Meeting
Tuesday, February 17, 2026	Board of Commissioners Meeting
Tuesday, March 10, 2026	Board of Commissioners Meeting
Tuesday, April 21, 2026	Board of Commissioners Meeting
Tuesday, May 19, 2026	Board of Commissioners Meeting
Tuesday, June 16, 2026	Board of Commissioners Meeting
Tuesday, July 21, 2026	Board of Commissioners Meeting
Tuesday, August 18, 2026	Board of Commissioners Meeting
Tuesday, September 15, 2026	Board of Commissioners Meeting
Tuesday, October 20, 2026	Board of Commissioners Meeting
Tuesday, November 17, 2026	Board of Commissioners Meeting
Tuesday December 15, 2026	Board of Commissioners Meeting



**Berwyn Park District Conduct in the Parks  
Ordinance 0-26-01**

Updated 2026

**ORDINANCE NO. O-26-01**

**AN ORDINANCE REGULATING CONDUCT IN THE PARKS**

**WHEREAS**, the Berwyn Park District ("District") is an Illinois park district governed under the Illinois Park Code, 70 ILCS 1205/1 et seq.; and

**WHEREAS**, the District has the power to regulate conduct within the park properties and facilities under its jurisdiction ("Parks"); and

**WHEREAS**, the District finds that it is in its best interests and the interests of its residents to adopt the regulations set forth in Exhibit A attached hereto for that purpose.

**NOW, THEREFORE, BE IT ORDAINED** BY THE BERWYN PARK DISTRICT BOARD OF PARK COMMISSIONERS, COOK COUNTY, ILLINOIS, as follows:

Approval. The District hereby approves and adopts the regulations concerning conduct in the Parks in the form attached hereto as Exhibit A.

Effective Date. This Ordinance shall take full effect immediately upon its passage and approval. All previous ordinances, resolutions, motions, and orders of the Berwyn Park District Board of Park Commissioners in conflict herewith are hereby repealed to the extent of such conflict.

Severability. If any portion of this Ordinance is determined by a court of competent jurisdiction in the State of Illinois to be invalid, the remaining provisions of this Ordinance shall remain in full force and effect.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
President, Board of Commissioners

\_\_\_\_\_  
Secretary, Board of Commissioners

## **Table of Contents**

Page number

### **ARTICLE 1 – RULES OF INTERPRETATION**

1.00	- Ordinance Enforcement.....	6
1.01	- Captions and Headings.....	6
1.02	- Words Generally.....	6

### **ARTICLE 2 – DEFINITIONS**

2.01	Aircraft.....	6
2.02	Alcoholic Liquor.....	6
2.03	Amusement Contraption.....	6
2.04	Aquatic Life.....	6
2.05	Authorized Agent.....	6
2.06	Board.....	6
2.07	Camp or Camping.....	6
2.08	Cannabis.....	7
2.09	Carry.....	7
2.10	Controlled Substance.....	7
2.11	Director.....	7
2.12	District.....	7
2.13	District Police Force.....	7
2.14	District Property.....	7
2.15	District Waters.....	7
2.16	Department Head.....	7
2.17	Employee.....	7
2.18	Drug Paraphernalia.....	7
2.19	Facility.....	7
2.20	Fish or Fishing.....	7
2.21	ILCS – Illinois Compiled Statutes.....	7
2.22	Operator.....	7
2.23	Ordinance.....	7
2.24	Overnight.....	8
2.25	Owner.....	8
2.26	Organized Recreational Activities.....	8
2.27	Park Security.....	8
2.28	Park System.....	8
2.29	Permit.....	8
2.30	Person.....	8
2.31	Possess or Possession.....	8
2.32	Posted.....	8
2.33	Refuse.....	8

2.34	Services.....	8
2.35	Smoking.....	8
2.36	Take or Taking.....	8
2.37	Tobacco.....	8
2.38	Vehicle.....	9
2.39	Vessel.....	9
2.40	Wildlife.....	9

### **ARTICLE 3 – HOURS OF USE / PERMITS**

3.1	Hours of Use.....	9
3.2	Permits.....	9

### **ARTICLE 4 – GENERAL USE REGULATIONS**

4.1-	Regulations to Protect Park System’s Property and Natural Environment.....	9
4.1.1-	Open Burning.....	9
4.1.2-	Plant & Soil Destruction.....	10
4.1.3-	Protection of Birds and Animals.....	10
4.1.4-	Protection of Property.....	10
4.1.5	Illegal Dumping.....	10
4.1.6-	Encroachment.....	10
4.2-	Regulation of Recreational Activities.....	11
4.2.1-	Fishing.....	11
4.2.2-	Bicycling.....	11
4.2.3-	Camping.....	11
4.2.4-	Climbing.....	11
4.2.5-	Engine-Powered Models or Toys.....	11
4.2.6-	Games and Sports.....	12
4.2.7-	Golfing.....	12
4.2.8-	Horseback Riding.....	12
4.2.9-	Picnics.....	12
4.2.10-	Play Classes and Camp.....	12
4.2.11-	Playground Apparatus.....	12
4.2.12-	Roller and In-Line Skating.....	12
4.2.13-	Skateboarding and Scootering.....	12
4.2.14-	Swimming.....	12
4.2.15-	Water Craft.....	13
4.2.16-	Winter Sports.....	13
4.2.17-	Amusement Contraptions.....	13
4.3-	Regulation of Vehicles, Traffic and Parking.....	13
4.3.1-	Vehicle Defined.....	13
4.3.2-	Restriction of Vehicle Use on and adjacent to District Property.....	15
4.3.3-	Obedience to Traffic Control Devices.....	15

4.3.4- Vehicle Entering Through Highway Stop Intersection or Stop Crosswalk.....	15
4.3.5- Pedestrian Traffic.....	16
4.3.6- Obstruction of Traffic by Workers.....	16
4.3.7- Unauthorized Movement of Another’s Vehicle.....	16
4.3.8- Parking.....	17
4.4- Regulation of Personal Conduct and Behavior.....	17
4.4.1- Advertising and Vending.....	17
4.4.2- Animal Control.....	18
4.4.3- Aviation Control.....	18
4.4.4- Disorderly Conduct.....	18
4.4.5- Gambling.....	20
4.4.6- Indecent Exhibitions.....	20
4.4.7- Public Meetings.....	20
4.4.8- Restricted Areas.....	20
4.4.9- Rules to be obeyed.....	20
4.4.10- Weapons, Explosives & Fireworks.....	21
4.4.11- Tobacco Use and Smoking, E-Cigarettes and Vaping.....	21
4.4.12- Processing of Application for Permits.....	21
4.4.13– Procedures for Review: Waivers.....	23
<b>ARTICLE 5 – POLICE DEPARTMENT</b>	
5.1- Duties.....	24
5.2- Powers.....	24
<b>ARTICLE 6 – ENFORCEMENT</b>	
6.1- Animal Control.....	25
6.2- General Fines.....	25
<b>ARTICLE 7– TEMPORARY DISMISSAL</b>	
7.1-Definition of Temporary Dismissal.....	26
7.2-Dismissal Notice.....	26

## ARTICLE 1 – RULES OF INTERPRETATION

**1.00- Ordinance Enforcement:** This Ordinance shall be enforced by all park district employees and designees. The City of Berwyn Police force is also empowered to enforce all park district ordinances.

**1.01 - Board Notification:** The Executive Director or its designee shall notify the Board of Park Commissioners whenever a crime or violation has taken place wherein damages or costs have been or will be incurred by the District and a complaint has not been signed by the District. Such notification shall be given to the Board at the next regular meeting following the Executive Director's decision not to sign a complaint.

**1.1- Captions and Headings:** The captions and headings used herein are for convenience of reference only and do not define or limit the contents of each paragraph.

**1.2- Words Generally:** Whenever any word in the ordinance importing the plural number is used, any singular matter shall be taken to be included, although distributive words may not have been used. When any subject matter is referred to in the ordinance, the words importing the singular number only or the masculine gender, several matters, females as well as males as well nonbinary and bodies corporate shall be taken to be included. Words in the present shall include the future.

## ARTICLE 2 – DEFINITIONS: WHENEVER IN THIS ORDINANCE THE FOLLOWING TERMS ARE USED, THEY SHALL HAVE THEIR MEANINGS RESPECTIVELY ASCRIBED TO THEM.

**"Aircraft"** means any device that is used or intended to be used for human flight in the air or which is "unmanned" but defined as such by any statute, administrative regulation, or guidance of the Federal Aviation Administration.

**"Alcoholic Liquor"** shall have the meaning provided in the Illinois Liquor Control Act of 1934 (235 ILCS 5/1- 3.05) as amended hereafter.

**"Amusement Contraption"** means any device, machine or structure designed to test the skill or strength of the user or provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball-type devices, electronic games, animal ride devices, ball and hammer devices, and trampoline devices.

**"Aquatic Life"** means all fish, reptiles, amphibians, crayfish, mussels, mollusks, and crustaceans.

**"Authorized Agent"**- means any individual granted authority by the Executive Director when acting within the scope of that authority.

**"Board" and "Park Board"** means the Berwyn Park District Board of Park Commissioners.

**"Camp" or "Camping"** shall include the erecting of a tent or shelter of natural or synthetic material, preparing a sleeping bag, hammock, or other bedding material for use, setting up any temporary or permanent camping equipment including without limitation food preparation



equipment, parking of a motor vehicle, motor home or trailer, or mooring of a vessel, for the apparent purpose of overnight occupancy; and/or in connection therewith, the use of District Property for living accommodation purposes such as sleeping activities, or making preparations for sleeping activities, or storing personal property, or making preparations to store personal property, or making a fire or using a device to provide heat other than as may be permitted as part of a District event or activity.

**"Cannabis"** is defined as provided in the Illinois Cannabis Control Act (720 ILCS 550/3(a)) as amended hereafter.

**"Carry"** means to wear, bear, or have on or about the person.

**"Controlled Substance"** is defined as provided in the Illinois Controlled Substances Act (720 ILCS 570/102 (f), 204, 206, 208, 210 and 212) as amended hereafter.

**"Director"** – is the Executive Director of the Berwyn Park District or designee

**"District" or "Park District"** means the Berwyn Park District, Cook County, IL

**"District Property"** is all of the property, real and personal, of every kind and description located within the jurisdiction of, or owned, administered, leased or licensed by, or otherwise in the possession or under the control of the District including without limitation every building, shelter, street, sidewalk, trail, path, beach, park, wilderness or open space, or other public place or facility and all District Waters located on or adjacent to or flowing over property located within the jurisdiction of, or owned, administered, leased or licensed by, or otherwise in the possession or under the control of the District.

**"District Waters"** means all natural or man-made lakes, rivers, creeks, streams, ponds, lagoons, bays, and drainage ways administered or operated by the Berwyn Park District.

**"Department Head"** means the person immediately in charge of a given District department and its activities and to whom all employees of such department are directly responsible (e.g., Superintendent of Recreation, Superintendent of Parks and Facilities and Superintendent of Finance and HR.)

**"Drug Paraphernalia"** means drug paraphernalia as defined under the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1d) as amended.

**"Employee"** means any employee of the Berwyn Park District.

**"Facility"** means any District Property other than a building, park or playground, and includes, without limitation, swimming pools, golf courses, tennis courts basketball courts and other district property of a similar character.

**"Fish" or "Fishing"** means taking or attempting to take aquatic life in or from any District Waters by any method, and all other acts such as placing, setting, drawing or using any device commonly used for the taking of aquatic life whether resulting in such taking or not.

**"ILCS"** means the Illinois Compiled Statutes

**"Operator"** means a person who operates, drives, controls, otherwise has charge of, or is in actual physical control of a mechanical mode of transportation or any other mechanical equipment.

**"Ordinance"** refers to any duly adopted ordinances of the Park District or the City of Berwyn, IL, as the case may be.

**"Overnight"** refers to the time when the park or facility is officially closed until it opens the following

day.

**"Owner"** is the person who holds the legal title to a vehicle or other property of any kind, or in the event that the vehicle or other property is the subject of an agreement for the conditional sale or lease thereof, holds an immediate right of possession to such property.

**"Organized Recreational Activities"** refers to any planned activity, which is advertised or otherwise promoted, or sponsored by any person, and conducted at a predetermined time and place that can improve physical fitness, coordination, self-discipline, teamwork, as well as promote a sense of personal satisfaction and accomplishment.

**"Park Security"** refers to individuals that are employed or otherwise authorized to act on behalf of the Park District to interpret and enforce Park District or City rules, and to maintain order.

**"Park System"** refers to District Property and all of the personnel, programs, facilities, activities, and operations of the Park District.

**"Permit"** is the written permission or authorization required from the Park District to carry out a given activity. The terms of such permission or authorization is subject to the terms, fees, and conditions specified in the permit, license, or contract, as well as all applicable federal, state, local, and District laws, ordinances, rules, and regulations.

**"Person"** is every natural person and every organization, firm, partnership, association, corporation, or entity of any kind or any employee, agent or officer thereof. This definition shall not include the District or any authorized officer, employee (full or part-time, regular or short-term), or agent of the District when acting within the scope of their authority.

**"Possess" or "Possession"** refers to exercising direct physical control or dominion, with or without ownership, over any kind of property, or archeological, cultural or natural resource.

**"Posted"** refers to a notice that is displayed on the District's Webpage, or is attached and displayed to at the entrance to a Park or the administrative offices of the Park District.

**"Refuse"** includes without limitation trash, garbage, rubbish, waste, papers, bottles or cans, debris, litter, oil, solvents, liquid waste, or other discarded material whether solid or liquid.

**"Services"** shall include but not be limited to labor, professional services, transportation, leasing or renting any article, object, privilege, or service, giving of instructions or lessons, admission to exhibits, use of telephone or other utilities, or any act for which payment is customarily received.

**"Smoking"** refers to the lighting of cigarettes, cigars or pipes, the carrying of lighted cigarettes, cigars, pipes, or the intentional and direct inhalation of smoke from these objects or other devices designed to replicate the act of smoking (e.g. vaping, e-cigarettes, etc.)

**"Take" or "Taking"** means to pursue, hunt, harass, lure, harm, shoot, trap or ensnare, gig or spear, net, capture, collect, kill, destroy, wound, or attempt to do any of the above.

**"Tobacco"** is defined to include any lighted or unlighted cigarette, including but not limited to clove, bidis, or kreteks, electronic or e-cigarettes, cigars, cigarillos, pipes, hookah products, and any other smoking products; and any smokeless, spit or spit-less, dissolvable or inhaled tobacco products, including but not limited to dip, chew, snuff or snus, in any form; and all nicotine delivery devices that are not FDA-approved as cessation products.

**"Vehicle"** means "vehicle" as that term is defined under the Illinois Vehicle Code.

**"Vessel"** means every type or description of watercraft or object used or capable of being used as a means of conveyance or transportation on water, including without limitation boats, rafts, inflatable pool rafts or toys, canoes, inner tubes, air mattresses, kayaks, jet skis, inflated devices, logs, branches, or any other buoyant object permitting or capable of free flotation. "Vessel" does not include personal floatation devices or equipment required for safety such as life vests.

**"Wildlife"** shall include any waterfowl, mammal, animal, amphibian, reptile, or bird or the young or eggs thereof, but excluding any domesticated dog or cat.

### **ARTICLE 3 – HOURS OF USE / PERMITS**

**3.1- Hours of Use:** All parks, without operational lighted athletic facilities, shall be closed to the public from 10 p.m. each day until daybreak the following day unless permission has been granted by the District for extended hours. All parks with operational lighted athletic facilities, including pavilions and band shells, shall be open to the public until 10 p.m. during special events or programs while the lights are on, and shall close immediately after the lights are turned off until daybreak the following day. No person, animal, or property of any kind shall remain on District Property after closing time, unless a permit is granted in advance by the District for later hours. Security lighting shall not be considered operational, artificial lighting.

**3.2- Permits:** Any act prohibited by or under their ordinance or any other ordinance or rule of the District, provided such act be not otherwise prohibited by law or ordinance, shall be lawful to the extent authorized or permitted under the provisions of a permit issued by the District. Permits shall be issued only upon payment of applicable fees as may be established from time to time by the District. All terms for the issuance of the permits must be strictly complied with and any violation of same, or any other law, ordinance or rule of the District, shall be grounds for revocation of same. Permits may be obtained after application for said permit is approved by a Park District representative.

### **ARTICLE 4 – GENERAL USE REGULATIONS**

#### **4.1 Regulations To Protect District Property And The Natural Environment**

**4.1.1- Open Burning:** It shall be unlawful to burn or cause the burning in any location within the Park System of any paper, leaves, twigs, branches, wood, grass clippings or other refuse from farming or gardening, or other combustible materials of any nature whatsoever except as follows:

**4.1.1.1-Charcoal Cooking Burning:** Portable grills are permitted; however, coals must be disposed of properly by removing from the park, or in receptacles labeled for coal disposal. Hot coals are not to be dumped anywhere in the parks including at the base of trees.

**4.1.1.2-Wood Burning Campfires:** No campfires allowed other than Park District sponsored events.

**4.1.2- Plant & Soil Destruction:** Cutting, injuring or destroying any tree, vine, shrub, or other planting or cutting, or removing any sod or earth from any street, alley, park or other public place, without due authority.

**4.1.3- Protection of Birds and Animals:** No person shall trap, catch, hunt, molest, wound, treat cruelly or kill any bird or animal, or attempt same, or molest or rob any nest of any bird or animal in the Park System.

**4.1.4- Protection of Property:** No person shall: Mark, litter, injure, damage, destroy, take or withhold in any way District Property (including plants and wildlife) of any kind. Interfere with the use of the Park System by the public. Interfere with the operations of the Park System by the District. Bring to or install any plant or portion of a plant on District Property. Throw, spit, pour or otherwise discharge any injurious article or vile substance upon or from the waters, grounds or property of the District Property.

**4.1.5- Illegal Dumping:** It is unlawful for any individual to bring or deposit any household garbage, construction debris, electronics, (e.g. televisions, computers, speakers, audio equipment, etc.) litter, furniture, belongings, etc. with the intent of disposing of these items in Park District Parks or receptacles designed for the collection of trash and debris used or collected within a park. Park areas are at no time to be utilized for the disposal of:

- Household Trash or garbage (e.g. trash bags, cardboard, gift wrap, packing materials, etc.)
- Construction debris (e.g. lumber, carpet, roofing materials siding, concrete, tile, etc.)
- Landscape Waste (e.g. leaves, grass clippings, tree trimmings, shrub trimmings, garden waste, etc.)

#### **4.1.6– Encroachment**

It is unlawful to:

- build or store any items, for example sheds, play areas etc., temporarily or permanently, on Park Property without permission from the District.
- install or maintain plantings on park property without prior permission from the District. Any plantings that exist on property owned and/or maintained by the Park District are property of the Park District and shall be altered or removed at the discretion of the District.
- remove any plants or trees from Park Property without prior permission from the District (e.g. plants in flower beds, perennial bulbs, trees, mulch, etc.)
- clear plants or trees for the installation of pathways or trails from private property onto Park Property.
- Discharge liquid onto Park Property. A runoff area of a minimum of 20' from Park Property shall be maintained for sump pumps and downspouts.

## **4.2 Regulation of Recreational Activities**

**4.2.1- Fishing:** Shall be in accordance with all Illinois Department of Natural Resource, State and Federal Regulations.

**4.2.2- Bicycling:** No person shall:

- Ride a bicycle on or across any area prohibiting bicycles, including Athletic fields, playgrounds, play lots or any wet or newly seeded grassy areas.
- Operate a bicycle in a reckless manner so as to endanger pedestrians, the rider or other riders on the bicycle.
- Leave any bicycle in any area that creates a nuisance or hazard for Park Users.

**4.2.3- Camping:** No person shall place, erect, or use any hammock, swing, tent or shelter, or otherwise camp or sleep on District Property.

**4.2.4- Climbing:** No person shall climb upon any plants, fences, structure or property of any kind in the Park System, except such recreational equipment as may be installed by the District for such purpose.

**4.2.5- Engine-Powered Models or Toys:** No person shall start, fly or use any fuel-powered engine or jet- type or electric-powered model aircraft, boat or rocket, or like powered toy or model in the Park System except as permitted herein or with a permit and then only at such places and times as the District may from time to time designate for the purpose.

**4.2.5.1 – UAS (a/k/a “Drone” Policy):** The Park District has determined that it uses the first 250 feet of airspace above ground level on its properties. Accordingly, except as operated by the Park District, unmanned aircraft systems (“UAS” a/k/a “Drones”) and any other model aircraft subject to 14 CFR Part 101 may not be operated on, over, or across the District Property or the Park System at any altitude below 250 feet above ground level without a special use permit from the Park District. This permitting is to coordinate the use and programming of Park District property and is not a regulation of unmanned aerial systems. Those groups/individuals wishing to fly a drone over a Park District property at an altitude at or below 250 feet above ground level shall apply for the special use permit with Executive Director. All such UAS operations shall, at all times, comply with all regulations and/or guidelines issued by the Federal Aviation Administration.

**4.2.5.2** Powered and radio-controlled model boats shall be no greater than 1/10 scale.

**4.2.5.3** Operation of any powered model so as to constitute a nuisance or a hazard is prohibited.

**4.2.6- Games and Sports:** No person shall interfere with any Organized Recreational Program or use of District Property otherwise designated by the District. No person shall engage in any

activity in a rough or reckless manner so as to endanger, injure or damage persons or property in any way.

**4.2.7- Golfing:** No person shall swing or make use of any golf club, nor play golf, nor hit or putt golf balls within the Park System.

**4.2.8- Horseback Riding:** No person shall bring into, unload, use or ride any horse – other than a service animal-in the Park System except on a horse or equestrian trail established by the District.

**4.2.9- Picnics:** Picnics may be held in any unrestricted area within the Park System not specifically set aside for other recreational activity. A permit is required for group picnics involving twenty (20) or more persons, and permits are limited to 200 participants.

**4.2.10- Play Classes and Camp:** No person shall provide instruction or training or conduct any class, day camp, or other non-religious organized group activity for which any form of compensation is received on any District Property without a permit from the District and then only upon such terms specified therein.

**4.2.11- Playground Apparatus:** No adult person shall in any manner use any of the playground apparatus or devices meant exclusively for the use of children. Playgrounds are designated as either for 2 - 5 year old children or 5 – 12 year old children.

**4.2.12- Roller and In-Line Skating:** No person shall propel himself with the use of roller or in-line skates or roller shoes (heelies) on District Property in such a manner so as to endanger pedestrians.

**4.2.13- Skateboarding and Scootering:** No persons shall ride or propel a skateboard or scooter on District Property except in those areas designated for such purposes by the District and then only so as not to endanger any pedestrians and in accordance with the rules and regulations posted for such use.

**4.2.14- Swimming:** No person shall:

**4.2.14.1-** Swim, wade or bathe at any time in any of the ponds, lakes, fountains, pool, streams, sloughs or watercourses except at such place as may be designated by the District and then only in accordance with the rules and regulations posted for such use.

**4.2.14.2-** Change into or from bathing attire, except in places designated for same.

**4.2.14.3-** Fail to wear bathing attire at all times while engaged in any permitted aquatic or related activity.

**4.2.15- Water Craft:** No person shall use any device of conveyance on the waters of the Park System whether propelled by motor, engine, wind, or human power whatsoever other than areas designated for such and then only in compliance with the rules and regulations posted for such use.

**4.2.16- Winter Sports:** No person shall:

**4.2.16.1-** Skate, sled, toboggan, ski, snowboard, slide or carry on other similar activity on District Property except at such places and times as the District may designate for the purpose. No person while engaged in such activity shall conduct himself / herself in such a manner as to annoy others or to endanger, injure, or damage persons or property in any way.

**4.2.16.2-** Enter on or upon any frozen water to skate, fish, slide or walk on, for any purpose whatsoever other than areas designated for such and then only in compliance with the rules and regulations posted for such use.

**4.2.16.3-** Fish through the ice on any frozen waters or parts thereof other than areas designated for such and then only in compliance with the rules and regulations posted for such use.

**4.2.16.4-** Bring onto or upon the frozen waters of any lake, pond, or watercourse any iceboat or wind-driven-like device or other vehicle.

**4.2.16.5-** Operate a snowmobile on District Property.

**4.2.17- Amusement Contraptions:** No person shall bring in, set up, construct, manage or operate any Amusement Contraption in the Park System.

#### **4.3 Regulation of Vehicles, Traffic and Parking**

**4.3.1- Vehicle Defined:** Every motorized device in, upon or by which any person or property is in or may be transported or drawn upon a roadway except a wheelchair when used by a disabled person.

**4.3.1.1- Other Power-Driven Mobility Device Policy-**Use of other power-driven mobility devices (OPDMD) on Berwyn Park District property.

The Berwyn Park District is dedicated to providing all of its guests with equal access to its features and amenities. The Berwyn Park District has taken into consideration the use of other power-driven mobility devices in accordance with 28 Code of Federal Regulations section 35.104 and factors such as impacts on other users, the safety of other users, impacts on property and infrastructure, and the noise level of such devices. The Park District has determined that it will permit the use of other power-driven mobility devices ("OPDMDs"), as defined below, at parks, on hard surface trails, sidewalks and Park District facilities, and has developed their policy described below.

**Definition:** An other power driven mobility device (OPDMD) is a device used by a person with a mobility disability. Their definition does not include gasoline powered devices or

vehicles, golf cars, or riding lawn mowers. Their definition is restricted to a device with the following specifications:

- a) Must not exceed more than one-half the width of any trail, path or sidewalk on which a device is being used; and
- b) For indoor use, must not exceed 36"; and
- c) Must not weigh more than 250 pounds; and
- d) Must be designed to travel on two or more low-pressure tires; and
- e) Must operate by electric powered engine with a maximum decibel level of 55 or less.

**Permission:** In order to maintain a safe pedestrian environment and the desired pace and flow of visitor traffic, the Park District authorizes persons with mobility impairments to use OPDMDs at parks, on hard surface trails and at Park District facilities, subject to the following restrictions:

1. The operator of the OPDMD must be a person with a mobility or physical impairment, and proof of such impairment may be requested by Park District personnel in accordance with ADA regulation;
2. The OPDMD is allowed only in areas of the park, hard surface trail or Park District facilities in which the general public is allowed;
3. The OPDMD operator must not use or operate such a device at a park, on a hard surface trail, or at Park District facilities if use of the device causes damage to the trail/path/sidewalk, the park grounds or infrastructure, or Park District facilities;
4. The OPDMD must be operated at a speed that is relative to surrounding foot traffic;
5. The OPDMD:
  - a. Must not be operated in a dangerous or reckless manner or at speeds that jeopardize the safety of the operator, or other persons.
  - b. Must not be driven into wet or ecologically sensitive or hazardous areas.
  - c. Must not be operated when parks or Park District facilities are not in operation.
6. The Park District does recognize the use of Segways® as an appropriate device for use inside Park District facilities unless for the following reasons:
  - a. The congestion of foot traffic within the facility may create a hazardous environment
  - b. The manufacturer's recommendation for helmet and protective equipment for riders, much like bicycles, skateboards and rollerblades
7. The Park District does not accept responsibility for storage of the OPDMD.
8. The Park District does not accept responsibility liability for damage to the OPDMD, or injury to the operator, whether caused by the operator, another visitor to a facility or site, or any other circumstance.



9. The Park District reserves the right to suspend the use of facilities or sites by the OPDMD operator if doing so is in the best interests of the Park District and its participants.

10. The Park District reserves the right to change, modify, or amend their policy at any time, as it deems appropriate.

**4.3.2- Restriction of Vehicle Use on and Adjacent to District Property:** No person shall:

**4.3.2.1-** Operate any Vehicle anywhere except on the roads, drives and parking areas provided for by the District.

**4.3.2.2-** Operate any Vehicle at a speed greater than the speed limit posted or in the absence of such posted limit, at a speed in excess of 5 miles per hour. At no time shall a Vehicle be operated at a speed that is greater than that which is reasonable and proper with regard to pedestrians present, and other traffic or environmental conditions. This shall include reduced speed limits as posted on public roadways, “park zones” and “park zone streets” as included in the amended Illinois Vehicle Code (Public Act 094-0808).

**4.3.2.3-** Operate a Vehicle in such a way that traffic is obstructed.

**4.3.2.4-** Operate a Vehicle that is not licensed or permitted to be operated on roads, streets and highways of the State of Illinois. (e.g. ATV, Golf Cart, etc.)

**4.3.2.5-** Operate or move a vehicle in a closed park.

**4.3.3- Obedience to Traffic Control Devices**

**4.3.3.1-** No driver of a Vehicle shall disobey the instructions of any official traffic control device placed in accordance with the provisions of this ordinance, unless at the time otherwise directed by a police officer.

**4.3.3.2-** No provision of this ordinance for which signs are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person.

**4.3.4- Vehicle Entering Through Highway Stop Intersection or Stop Crosswalk:** The District may in its discretion give preference to traffic upon any of the District roadways under its jurisdiction, upon which has been constructed a durable hard surfaced road, over traffic crossing or entering such highway by erecting appropriate stop signs or stop lights. When such preferences are provided for, the driver of a Vehicle shall:

**4.3.4.1-** Stop at the entrance to a through highway and shall yield the right-of-way to other Vehicles which have entered the intersection from such through highway or which are approaching so closely on such through highway as to constitute an immediate hazard, but such driver having so yielded may proceed then at such time as a safe interval occurs.

**4.3.4.2-** Stop in obedience to a stop sign as required herein at an intersection where a stop sign is erected at one or more entrances thereto although not a part of a through

highway and shall proceed cautiously, yielding to Vehicles not so obliged to stop which are within the intersection or approaching so closely as to constitute an immediate hazard, but then may proceed.

**4.3.4.3-** Where stop signs or flashing red signals are in place at an intersection or at a plainly marked crosswalk between intersections, stop before entering the nearest crosswalk and pedestrians within or entering shall have the right-of-way over Vehicles so stopped. Drivers of Vehicles having so yielded the right-of-way to pedestrians entering or within the nearest crosswalk at an intersection shall also yield the right-of-way to pedestrians within any other crosswalk at the intersections.

#### **4.3.5- Pedestrian Traffic**

**4.3.5.1-** Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all Vehicles upon the roadway.

**4.3.5.2-** Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all Vehicles upon the roadway.

**4.3.5.3-** Between any intersections whenever the District shall determine that crossing between intersections should be prohibited in the interest of public safety, pedestrians shall not cross at any place except in a marked crosswalk or an unmarked crosswalk at an intersection, and that such prohibition shall be effective when appropriate signs giving notice thereof are erected.

**4.3.5.4-** Notwithstanding the provisions of this section, every driver of Vehicle shall exercise due care to avoid colliding with any pedestrian upon any roadway and shall give warning by sounding the horn when necessary and shall exercise proper precaution upon observing any child or any confused or incapacitated person upon a roadway.

**4.3.6- Obstruction of Traffic By Workers:** In all authorized work on sidewalks, pathways, streets, alleys, parkways or public lands, public travel shall be obstructed as little as possible consistent with the work to be done and in no case shall more than two blocks be closed to traffic at any one time during the progress of such work. As soon as any improvement in any block is completed, all rubbish shall be removed therefrom, and the street shall be promptly opened to traffic and public use, but this provision shall not be construed as an acceptance of such improvement or of the material therein or the manner of construction thereof.

**4.3.7- Unauthorized Movement of Another's Vehicle:** No person other than a police officer, shall move a Vehicle into any such prohibited area or away from a curb such distance as is unlawful or start or cause to be started the motor of any motor Vehicle; or shift, change, or move the levers, brake, starting device, gears, or other mechanism of a parked motor Vehicle to a position other than that in which it was left by the owner or driver thereof, or attempt to do so.

#### **4.3.8- Parking:**

**4.3.8.1-** When prohibited, means the standing of a Vehicle whether occupied or not, otherwise than temporarily, for the purpose of, and while actually engaged in, loading or unloading. No person shall park a Vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, or in any of the following places: (1) on a sidewalk; (2) in front of a public or private driveway; (3) within an intersection; (4) within fifteen feet of a fire hydrant; (5) on a crosswalk; (6) within twenty feet of a crosswalk at an intersection; (7) within thirty feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a roadway; (8) between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the District indicates a different length by signs or markings; (9) within fifty feet of the nearest rail of a railroad grade crossing; (10) within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire stations within seventy-five feet of such entrance when properly sign-posted; (11) alongside or opposite any street excavation or obstruction when such parking would obstruct traffic; (12) on the roadway side of any Vehicle parked at the edge or curb of a street; (13) upon any bridge or other elevated structure upon a highway or within a highway tunnel; or (14) at any place where official signs prohibit parking.

**4.3.8.2-** Parking within designated parking area shall be limited to the time required to facilitate the park-related activity. Vehicles parked for non-park uses, daily, for commuter use, carpooling or overnight will be reported to the police department for ticketing and towing.

#### **4.4- Regulation of Personal Conduct and Behavior**

##### **4.4.1- Advertising and Vending:** No person shall:

**4.4.1.1-** Sell or Exchange: No person shall sell, offer to sell or exchange any property, or buy, offer to buy, or exchange any property, or take up any collections of money or property of value in the Park System unless authorized by Permit and follow local and state laws. (Examples) Food Trucks, Ice Cream Trucks or any contracted vendor etc.

**4.4.1.2-** Solicit contributions: Other than as permitted in connection with District approved programming (e.g., concession sales) or District initiatives and partnerships (e.g., "Toys for Tots"), no person shall solicit donations on any District Property that is not a recognized public forum for purposes of speech acts and rights of peaceful assembly (e.g., sidewalks). Further, even where permitted, no person on District Property shall obstruct or impede pedestrians or vehicles; harass park visitors with physical contact or persistent demands; misrepresent affiliations; misrepresent what solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the purpose of any program, activity, function, and/or special event

conducted, sponsored, licensed or otherwise permitted by the District; or to coerce or intimidate another person into giving money, goods or services.

**4.4.2- Animal Control:** These provisions apply to Owners of any animals, regardless of the animal's level of domestication.

**4.4.2.1 – Unrestrained:** No animal shall be allowed to run unrestrained anywhere upon any park property. No animal is allowed upon park property unless said animal is securely fastened and restrained by a leash not more than six (6') feet in length. No animal other than a Service Animal shall be permitted to enter upon or remain upon any area of a park utilized as an athletic field, children's play area, or posted to prohibit animals. An animal found loose upon District Property may be apprehended and removed to an animal shelter, public pound or other place available for said purposes, and impounded at the expense of the animal's Owner.

**4.4.2.2 –Excrement:** No Owner shall cause or permit an animal to enter upon or remain upon park property unless the Owner is in immediate possession of a device for the complete removal of any excrement which may be deposited by its animal upon park property. In the event an animal defecates on park property, the Owner shall immediately pick up and remove the excrement deposited by the animal from park property to a proper receptacle located on property owned or possessed by the Owner.

**4.4.2.3 – Abuse:** No person shall cruelly beat, or otherwise inhumanely abuse or maltreat any animal.

**4.4.3- Aviation Control:** No person shall ascend or descend in a balloon, airplane, glider, hang glider, kite or parachute upon or over Park District property without obtaining a permit from the District unless it is a Park District sponsored event.

**4.4.4- Disorderly Conduct:** The various kinds of conduct, demeanor, states of behavior and action enumerate in this section shall be deemed disorderly conduct, and are prohibited. Any person found guilty of such conduct, demeanor or state of behavior or action shall be deemed a disorderly person, and shall for each offense upon conviction, be punished as provided in applicable law or ordinance. District reserves the right to remove people due to disorderly behavior at all sites and facilities subject to fine. No person in the Park System shall:

**4.4.4.1-** Commit an assault, or an assault and battery, upon any person.

**4.4.4.2-** No person being within the Park System shall possess, drink, sell or transfer any intoxicating liquor (excepting the, facilities or parks as approved by the Park Board).

**4.4.4.3-** No person shall be under the influence of alcohol (same as State of Illinois .08 Blood Alcohol Limit) while in the Park System.

**4.4.4.4-** No person under the influence of narcotic drugs shall enter, be or remain in the Park System, nor shall any person being within, possess, smoke, consume, sell or transfer narcotic drugs in the Park System, provided, however, that this subsection shall not be

construed to apply to a person whose faculties have been impaired by medication prescribed by a physician and taken as directed.

**4.4.4.5-** Engage in any fisticuffs.

**4.4.4.6-** Conduct himself, or join with one or more other persons, if he knows or should know that, singly or together with the others with whom he has joined, he is unreasonably obstructing the free and uninterrupted passage of the public in the Park System.

**4.4.4.7-** Persist in disturbing the public peace and quiet by loud or aggressive conduct, having once been clearly informed by persons affected that he is, in fact, unreasonably causing such a disturbance, provided, however, that notice need not be given when such persons affected reasonably believe that to do so would constitute a risk to their personal safety.

**4.4.4.8-** Persist in disturbing the peace and orderly conduct of any meeting of a public body or any meeting open to the general public by any conduct or communication which, by its very existence, inflicts injury or tends to incite an immediate breach of the peace or which prevents the peaceful and orderly conduct of such meeting after having been clearly informed that he is, in fact, unreasonably causing such a disturbance.

**4.4.4.9-** Knowingly “harass” any other person. “Harass” is defined as any repeated verbal or nonverbal conduct which is specifically intended to frighten, embarrass or anger the person or persons who are the object of such conduct or which the person accused has reason to know is likely to produce such reactions, or which, by its very utterance, inflicts injury or tends to incite an immediate breach of the peace. “Harass” also includes bullying.

**4.4.4.10-** Knowingly obstruct or resist a member of a public safety agency in the discharge of their lawful duties or fail to obey the lawful order of said official, knowing him to be a member of a public safety agency.

**4.4.4.11-** Urinate or defecate on any Park System grounds or on the floor of that part of any Park System building open to the public or any other place in view of the public not specifically designated for that purpose.

**4.4.4.12-** Create graffiti, writing, drawing, carving, making or showing any lewd or indecent words, sentences, design, picture or figure on any Park District Property.

**4.4.4.13-** Summon, without any good reason therefor, by telephone or otherwise, the police or fire department, any public or private ambulance or any other service of any kind to go to any address where the service called for is not needed.

**4.4.4.14-** Knowingly take possession of and ride or take away any bicycle without the express or implied permission of the owner.

**4.4.4.15-** When in proximity to a fire or other hazard, refuse or knowingly fail to obey a reasonable official request or order to move for purpose of maintaining public safety.

**4.4.4.16-** Fail to accurately identify him/herself when requested to do so by a police officer after the officer observes that person commit a civil infraction or when the officer

has probable cause to believe the person has committed a misdemeanor outside the officer's presence.

**4.4.4.17-** No person shall loiter on the Park System grounds or premises under circumstances that warrant alarm for the safety or health of any person or property in the vicinity. The following are circumstances which may be considered in determining whether alarm is warranted:

**4.4.4.17.1-** The person is one of a group of people threatening, making threatening gestures at or otherwise menacing persons in the area.

**4.4.4.17.2-** The person appears to be illegally consuming or using or concealing illegal consumption or use of alcoholic beverages or controlled substances.

**4.4.4.17.3-** The person is one of a group which is blocking the free passage of pedestrian or vehicle traffic on a Park System street or sidewalk.

**4.4.4.18-** Without a permit, use sound amplification equipment to generate sound that is audible at a distance of thirty feet from the device producing the sound. "Sound amplification equipment" is defined as any machine or device for the amplification of the human voice, music or any other noise or sound, but not including devices used by public safety officials in the performance of their official duties.

**4.4.5- Gambling:** Gambling of any kind, or setting up, or participating in, any lottery or gambling device, unless specifically authorized under Illinois law and the District, is strictly forbidden in the Park System.

**4.4.6- Indecent Exhibitions:** Lewd acts, exhibitions, or expressions are strictly forbidden in the Park System irrespective of whether the property or any portion thereof is recognized as a public forum.

**4.4.7- Public Meetings:** No person or organization of any kind shall call or hold any public meeting, exhibition or entertainment of any kind within the Park System unless permission is granted by the District or the assembly is conducted peacefully and wholly within a recognized public forum in compliance with the time, place and manner restrictions of the Park District.

**4.4.8- Restricted Areas:** No person shall enter upon any portion of the Park System where persons are prohibited by the District as indicated by signs or notice. No person shall enter or attempt to enter any building or area in the Park System that is closed to the public, or scheduled for a specific group or activity unless invited by same, and where an admission fee is charged, payment of the admission fee.

**4.4.9- Rules to be Obeyed:** No person shall violate or disobey any rule of the District relating to the use and governance of the Park System if notice of the same is posted in some conspicuous place within the Park System. No person shall violate or disobey any such rule of the District, although the same may not have been posted as aforesaid, after having been notified of the

existence and nature of such rule by any member of the police force or employee of the District. No person shall violate or disobey the directions or instructions contained in any notice or sign posted by the District relating to the use and government of the Park System.

**4.4.10- Weapons, Explosives & Fireworks:**

No person shall possess, brandish, expose, throw or handle any explosive contrivance, or firework anywhere on District Property without first obtaining a permit from the District. No person shall possess any firearm within the Park System; however, this prohibition does not apply to the lawful storage of a firearm in a parking lot that is part of the Park System nor to the lawful possession and transport of a firearm along a trail within the Park System.

**4.4.11- Tobacco Use and Smoking/E-Cigarettes/Vaping:**

**4.4.11.1-Indoors:** Facilities/Vehicles Tobacco use, smoking, e-cigarettes and vaping shall be prohibited in all indoor facilities and vehicles under the jurisdiction of the Park District consistent with the laws and regulations of the State of Illinois, Cook County and the City of Berwyn, including but not limited to the Smoke Free Illinois Act (410 ILCS 82/1).

**4.4.11.2-Outdoors:** Parks and Outdoor Amenities Tobacco use, smoking and vaping shall be prohibited at Fishel Park during events, Adventure Falls Mini Golf, Lyman Woods, Belmont Prairie, athletic fields, playgrounds or at any Park District sponsored or approved event.

**4.4.12– Processing of Application for Permits**

**4.4.12.1-Order:** Applications must be filed during regular business hours, or shall not be deemed filed until the next business day. Applications shall be filed no later than forty-eight hours prior to the activity for which a permit is sought. Applications may be obtained from the Park District website or the Administrative Office. Applications for permits shall be processed in order of receipt (e.g. first come, first serve); and the use of a particular First Amendment Location or part thereof shall be allocated preference in order of receipt of fully executed applications.

**4.4.12.2-Preliminary Approval:** Applicants shall agree that participants of events will abide by and comply with federal, state, municipal laws and policies as well as the rules and regulations of the Park District. Applications for permits for activities or events which require insurance, approval or permits from other governmental entities, or compliance with other terms or conditions, will be reviewed and, if the application otherwise conforms to all other requirements, a preliminary approval will be issued. If, within fourteen days of the issuance of the preliminary approval, but in no event later than the day prior to the date of the event or activity, an insurance certificate evidencing the requisite insurance is not filed with the Executive Director, or the approval or permit of other governmental entities has not been received, or the other terms and conditions have not been met, the preliminary approval will expire, the application for permit will be deemed denied and no written notice of denial will be required. The Park District may

terminate the permit at any time if it determines the applicant and/or the participants have violated the rules set forth in this Code.

**4.4.12.3-Written Denials:** Except for applications for permits for which preliminary approvals have been issued, applications for permits shall be deemed approved, subject to insurance requirements as provided in Section VII, above, if no written denial is issued before the date of the event, but in no case later than fourteen days of the date on which the application is fully completed, executed and filed with the appropriate officer or employee, as designated by the Executive Director; provided, however, the District may extend the period of review for an additional fourteen days by issuance of a written notice of extension describing such additional relevant information required by the District to identify if the application and proposed activity complies with this Code. If, prior to the expiration of the extended review period, no written denial is issued, the application for permit shall be deemed approved.

**4.4.12.4-Notice of Extended Review or Denial or Issuance of Permit:**

Written or electronic notice of denial or notice of extension shall be served on the applicant by e-mail, personal delivery, or by deposit in United States mail, with proper postage prepaid, to the name and address on the application for permit.

**4.4.12.5-Contents of Notice; Grounds for Denial:** Notice of denial of an application for permit shall clearly set forth the grounds upon which the permit was denied together with a citation to the sections of this Policy with which the application fails to comply and, where feasible, shall contain a proposal by the District for measures by which the applicant may cure any defects in the application for a permit or otherwise procure a permit. Where an application or permit has been denied because a fully executed prior application for the same time and place has been received, and a permit has been or will be granted to the prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular area, the District shall propose an alternate place, if available for the same time, or an alternate time, if available for the same place.

The District may deny an application for permit on any of the following grounds:

1. the application for permit is not fully completed and executed;
2. the applicant has not timely tendered the applicable application fee, user fee, indemnification and reimbursement agreement, or security deposit;
3. the application for permit contains a material falsehood or misrepresentation;
4. the applicant is legally incompetent to contract or to sue and be sued;
5. the applicant or the person on whose behalf the application for permit was made has on prior occasions damaged District property and has not paid in full for such damage, or has other outstanding and unpaid debts to the District;
6. a fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior



- applicant (or higher ranking applicant) authorizing uses or activities which do not reasonably permit multiple occupancy of the particular park or part thereof;
7. the use or activity intended by the applicant would conflict with previously planned programs organized and conducted by the District and previously scheduled for the same time and place;
  8. the proposed use or activity is prohibited by or inconsistent with the recognized and accepted uses of the park or part thereof;
  9. the use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the park, of District employees or of the public, despite reasonable accommodations designed to mitigate such risks;
  10. the applicant has not complied or cannot comply with applicable licensure requirements, policies or regulations concerning the sale or offering for sale of any food, goods or services;
  11. the use or activity intended by the applicant is prohibited by law, by the policies or policies of the District, or by the regulations of the District staff;
  12. the applicant has not secured the requisite insurance; or
  13. the applicant or the person on whose behalf the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of the event or activity previously permitted or has violated the terms of prior permits issued to the applicant.

**4.4.12.6-Amendment or Revision of Applications:** Any amendment of an application or permit shall, for purposes of determining the priority of the application for permit, relate back to the original filing thereof, but the time in which the District shall grant or deny the application for permit and serve notice of such shall be computed from the date of the amendment or revision.

#### **4.4.13– Procedures for Review: Waivers**

##### **4.4.13.1-Review by Executive Director**

1. Any applicant who is denied a permit or a permittee who is assessed damages pursuant to this Policy may, within seven days of the service of notice of such determination, file a written appeal from such determination with the Executive Director. If the Executive Director's decision is being appealed, the appeal shall be filed with the Board President;

2. The Executive Director shall have three (3) business days from the date on which the appeal was filed in which to serve upon the applicant a notice that he/she has affirmed, modified or reversed the denial;
3. Such notice shall be deemed served upon the applicant or permittee when it is personally delivered or when it is sent by United States mail, with proper postage prepaid, to the name and address set forth on the application for permit;
4. If such notice is not served upon the applicant or permittee within two (2) business days of the date upon which the appeal was filed, then the decision shall be deemed reversed.

**4.4.13.2-** Form of Appeals: Any appeals filed pursuant to this Policy shall state succinctly the grounds upon which it is asserted that the decision should be modified or reversed and shall be accompanied by copies of the application for permit, the written notice of the determination of the supervisor and/or the Executive Director and any other papers material to the determination.

**4.4.13.3-** Waiver of Requirements: Any requirements for or limitation upon a permit or the requirement of a permit may be waived by the Executive Director if the activity is Constitutionally protected or the condition would be so financially burdensome that it would preclude the applicant from using District property for the proposed activity. Fees for equipment and services may not be waived pursuant to this subsection. Application for a waiver shall be made on a form prescribed by the Executive Director.

**4.4.13.4-** Severability: If any provision of this Policy or the application thereof to any person or circumstance be held invalid, the remainder of this Policy and the application of such provision to other persons or circumstances shall not be affected thereby. The District reserves the power to amend or repeal this Policy at any time without notice; and all rights, privileges and immunities conferred by this Policy or by acts done pursuant hereto shall exist subject to such power.

## **ARTICLE 5 – POLICE DEPARTMENT**

**5.1- Duties:** The police force shall be the conservators of the peace within the Park System and shall be responsible for the enforcement of the laws of the State of Illinois and Ordinances and rules of the District and City of Berwyn applicable thereto, pursuant to law.

**5.2- Powers:** The members of the City of Berwyn police force shall have the power to make arrests as provided by law.

## **ARTICLE 6 – ENFORCEMENT**

**6.1- Animal Control:** Any person guilty of violating the Animal Control sections of this Ordinance shall be fined based on the City of Berwyn Ordinance.

**6.2- General Fines:** Any person violating or disobeying any clause or provision of any section of this ordinance, or any other regulatory ordinances or rules of the District, shall be guilty of a misdemeanor, may be forthwith evicted from the Park System, may have this permit forfeited, and shall be fined upon conviction not more than \$200 for each offense, the fine to be recovered in manner and form as provided by law. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

## ARTICLE 7 -TEMPORARY DISMISSAL

**7.1-Definition of Temporary Dismissal.** “Temporary Dismissal” under this Section 7 means removal and exclusion from all Park Facilities for a 24- hour time period as provided in this Section 7.

**Persons Subject to Temporary Dismissal.** Any person who violates

(i) any provision of these Rules and Regulations, (ii) any other existing Park District rule, regulation, code, ordinance, or policy, or (iii) any State of Illinois or City of Berwyn statute, code, or ordinance while in any Park Facility is subject to Temporary Dismissal.

**Persons Authorized to Effect a Temporary Dismissal.** The following persons may effect a Temporary Dismissal: City of Berwyn police officers and the Park District’s Superintendent of Recreation, Superintendent of Buildings and Grounds, and all other Park District representatives authorized by the Executive Director of the Park District. A person authorized under this Subsection (c) is referred to as a “Dismissal Officer.”

**Basis for Determination of Temporary Dismissal.** The determination whether to temporarily dismiss a person rests in the sound exercise of discretion by the Dismissal Officer and may be based either on observations by the Dismissal Officer, or on any report that would ordinarily be relied upon by a law enforcement officer to determine probable cause, or both.

**Time Period of Dismissal.** Each Temporary Dismissal is for a period of 24 hours after service of the Dismissal Notice.

**7.2-Dismissal Notice.** A person who is temporarily dismissed under this Section 7 will receive a written Dismissal Notice from the Dismissal Officer that states (1) the date and time of issuance, (2) the general location at which the notice was issued, (3) a statement that the individual may not enter any Park Facility for 24 hours after receipt of the notice, and (4) a statement that violation of the terms of the notice may lead to arrest and prosecution for criminal trespass.

**Violation of Dismissal Notice.** The violation of any Dismissal Notice is a violation of these Rules and Regulations. A person who violates a Dismissal Notice is subject to being excluded from Park Facilities under Section 12 of these Rules and Regulations and to arrest and prosecution for criminal trespass.

---

**DATE:** 1/20/2026  
**TO:** The Board of Commissioners  
**FROM:** Cathy Fallon, Executive Director  
**RE:** New Business

---

- **Donation:** Attorney Roth has been working with the Estate Attorney for Ms. Spitler. She generously left money from her estate to the park district. The money is to go into a separate scholarship fund, and the interest is to be used as scholarships for residents who qualify. Attorney Roth has compiled a resolution as well as an additional acknowledgment form. After the Board approves the resolution, we will receive the funding.
- **Extension of the Langton Mowing Contract:** As per the 2025 bid documents the Park District has an option to extend the contract with Langton. There is an increase of 3% from the 2025 to 2026 price, which is \$1,329 for a total cost \$45,629.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - PROBATE DIVISION

Case No. 2024P006520 Calendar 02Estate of Elizabeth A. Spittle  
Deceased**RECEIPT AND APPROVAL ON CLOSING OF  
DECEDENT'S ESTATE IN INDEPENDENT ADMINISTRATION\***We, Berwyn Park District,  
[printed name of the distributee]

We acknowledge our entitlement to our share of the Estate.

I have also received copies of the representative's **ACCOUNT** and **FINAL REPORT**.

I approve the representative's **ACCOUNT** and consent to the fees of the representative in the amount of  
\$ 11,995.00 and the fees of the attorney for the representative in the amount of  
\$ 23,995.00 as set forth in the account.

Dated: \_\_\_\_\_

Berwyn Park District-

[signature of the distributee]

3701 Scoville Avenue

[address]

Berwyn, IL 60402

[city/state/zip]

**\* To be signed by each heir in an intestate estate and each residuary legatee in a testate estate**Attorney Number 50815Name Richard A. KocurekFirm Name Kocurek & Courtright

Attorneys for the representative

Address 3306 Grove AvenueCity/State/Zip Berwyn, IL 60402Telephone (708) 795-0230Email Rick@kocureklaw.com**Mariyana T. Spyropoulos, Clerk of the Circuit Court of Cook County**

**BERWYN PARK DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BERWYN PARK DISTRICT**  
**ACCEPTING A CHARITABLE GIFT**

**WHEREAS**, the Berwyn Park District (the “District”) is an Illinois Park District governed under the Park District Code, 70 ILCS 1205/1 et seq. (the “Code”); and

**WHEREAS**, the Berwyn Park District is authorized to accept donations of real and personal property pursuant to section 8-1 of the Park District Code (70 ILCS 1205/8-1 et seq.) for the benefit of the district and its citizens.

**WHEREAS**, the following person has bequeathed in her will to gift the cash amount set forth below to the Berwyn Park District (the “Gift”):

<u>Name of Donor</u>	<u>Amount</u>
Elizabeth A. Spitler	\$75,147.76 or such amount as shall remain available in the settlement of the Spitler Estate

**WHEREAS**, the Spitler Gift is subject to the stipulation that the Gift be restricted for use as a scholarship program and be held by the Berwyn Park District in a separate, interest-bearing account whereby only the interest accrued shall be used for scholarships. If the Fund is discontinued, same shall be used for perpetual maintenance of the Proksa Park playground.

**WHEREAS**, the District finds that acceptance of this Gift subject to the terms and conditions stated will serve the interests of the Berwyn Park District, and its citizens; and should be accepted as such.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BERWYN PARK DISTRICT, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1. Authorization.** The Board of Commissioners hereby accept above-described gift subject to the terms and conditions stated therein, with great gratitude to Elizabeth A. Spitler.

**Section 2. Delegation and Administration.** The Executive Director is charged with the responsibility of formalizing acceptance of the Gift subject to any required court orders, administering the Gift, and making recommendations to the Board of Commissioners regarding the Gift.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its passage, approval.

PASSED this \_\_\_\_\_ day of January, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of January, 2026.

---

President of the Board of Commissioners of  
The Berwyn Park District

Attest

---

Secretary of the Board of Commissioners of the  
Berwyn Park District

**AGREEMENT BETWEEN THE BERWYN PARK DISTRICT  
AND (name of contractor \_\_\_\_\_)  
FOR THE GRASS MOWING SERVICES PROJECT**

---

**THIS AGREEMENT** ("Agreement" or "Contract") for the 2026 Grass Mowing Services Project (the "Project"), **made the \_\_\_\_\_ day of \_\_\_\_\_, 2026** ("Effective Date"), **by and between the** Berwyn Park District (the "Park District") and (name of contractor) (the "Contractor").

**WITNESSETH:**

The Contractor and the Park District, for the consideration stated herein, agree as follows:

**ARTICLE I: CONTRACT DOCUMENTS**

This Agreement consists of the Contract Documents including all of the terms, conditions and specifications contained in the Mowing Services Bid Packet for the Project, dated March 13, 2025, including but not limited to the Instructions to Bidders, General Conditions, the Specifications, the Contractor's Bid Proposal, Contractor's Compliance and Certification Attachment, and any modifications issued after the execution of this Agreement.

In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; and c) the Specifications.

**ARTICLE II: SCOPE OF WORK**

The Contractor shall perform all services required to be performed, and shall provide and furnish all labor, tools, materials, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the Project (the "Work"), all in strict accordance with the Contract Documents, as identified in Article V of this Agreement, which Contract



Documents are made a part of this Agreement; and the Contractor shall do everything required by this Agreement and the Contract Documents.

### **ARTICLE III: TERM**

The initial term of the Agreement shall be for six months, commencing on the Effective Date, and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Park District's Board of Park Commissioners. The Agreement shall remain in full force and effect until October 31, 2026, unless otherwise extended by the agreement of the parties.

The terms of the Contract may be extended for additional one-year period, up to two years, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Park District's Board of Park Commissioners and if approved and accepted in writing by both the Contractor and the Park District by January 31 of each year. In the event the contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers as determined for the previous calendar year.

In the event the Park District or the Contractor are unable to extend this Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

### **ARTICLE IV: TIME OF COMMENCEMENT AND COMPLETION**

The initial term of this Agreement shall be for one year, commencing on May 1, 2026, or on such earlier date as may be agreed upon by the parties and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Park District's Board of Park Commissioners. The Agreement shall remain in full force and effect until October 31, 2026, unless otherwise extended by the agreement of the parties.

The terms of the contract may be extended for additional one-year period, up to two years, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Park District's Board of Park Commissioners and if approved and accepted in writing by both the Contractor and the Park District by January 31 of each year. In the event the contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers as determined for the previous calendar year.

In the event the Park District or the Contractor are unable to extend this Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

### **ARTICLE V: CONTRACT SUM**

The Park District will pay and said Contractor agrees to accept the Contract Sum as follows, as full compensation for doing all Work contemplated and specified in the Contract Documents, for all

loss or damage arising out of the nature of the Work or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the Work, and for well and faithfully completing the Work, and the whole thereof, in full compliance with the Contract Documents, , and within the time stated in Article II of this Agreement.

**Grass Mowing**

Proksa Park \$ \_\_\_\_ per mow

Freedom Park \$ \_\_\_\_ per mow

Sunshine Park \$ \_\_\_\_ per mow

**Total \$ \_\_\_\_ per mow**

**Alternate**

Mraz Park \$ \_\_\_\_ per mo w

Serenity Park \$ \_\_\_\_ per mow

Smirz Park \$ \_\_\_\_ per mow

34th and Oak Park Ave. \$ \_\_\_\_ per mow

**Total \$ \_\_\_\_ per mow**

**ARTICLE VI: PAYMENT**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice.

Payments Withheld: The Park District may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Park District from loss on account of:

1. Defective Work not remedied or replaced by Contractor.
2. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
3. As otherwise provided pursuant to the Contract Documents or by law.

Invoice Submittal: All invoices shall be submitted in duplicate, made out to the Park District and sent for consideration and approval before the last day of the month, with authorized payment to be made by the Park District. With each invoice, the Contractor shall include waivers of lien from all parties concerned.

## **ARTICLE VII: COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

## **ARTICLE VIII: AUTHORITY OF PARK DISTRICT**

All Work shall be performed under the supervision of the Park District, and to its satisfaction. The Park District shall decide all questions which arise as to the quality and acceptability of equipment furnished, Work performed, manner of performance, interpretation of the Specifications, acceptable fulfillment of the Contract, compensation, disputes and mutual rights between the Contractor and any Subcontractors under the Contract Documents. The Park District shall determine the amount and quality of Work performed and equipment furnished, and the Park District's decision shall be final.

## **ARTICLE IX: PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to it thereby, there shall be no personal liability upon the Park District, its officers, officials, employees, volunteers, and agents.

## **ARTICLE X: EQUIPMENT**

It is the intent of the Specifications that first class equipment shall be used in performing the Work in a manner that is workmanlike and acceptable in every detail. Only equipment which conform to the requirements of the Specifications shall be used in performing the Work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all equipment. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, tools, equipment, transportation and other facilities necessary to perform the Work.

## **ARTICLE XI: SCHEDULE OF WORK**

The Contractor shall perform the Work pursuant to the Schedule of Work established in the Specifications.

## **ARTICLE XII: OWNERSHIP OF SPECIFICATIONS**

All Specifications and copies thereof furnished by the Park District, are the Park District's property. They are not to be used on any other work or project and, with the exception of one complete set, are to be returned to the Park District on request, at the completion of the Work.

### **ARTICLE XIII: COOPERATION BETWEEN CONTRACTOR AND ANY SUBCONTRACTORS**

The Contractor and any Subcontractors involved shall assume liability, financial or otherwise, in connection with its Contract, and shall protect and save harmless the Park District or his representatives from any and all damages or claims that may arise because of inconvenience, delay or loss experienced because of the presence and operations of other Subcontractors, if any, who may be working within the same area of the Project. The Contractor and any Subcontractors shall assume all responsibility for all Work not completed or accepted because of the presence and operations of the other Subcontractors. The Contractor and any Subcontractors shall as far as possible arrange the provision of their Work or equipment, and shall place and dispose of all equipment being used, so as not to interfere with the cooperation of any other Subcontractors within the same area of the Project.

### **ARTICLE XIV: USE OF THE SITE**

The Contractor shall confine all equipment and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the site with such equipment. The site shall not be utilized for the storage of vehicles or equipment not intended for the Work to be performed.

### **ARTICLE XV: COOPERATION WITH UTILITIES**

To the extent necessary to perform the Work the Contractor shall notify all utility companies, public and private, in advance of commencing performance of the Work. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of the performance of the Work due to the existence of said appurtenances whether in their present or relocated positions.

### **ARTICLE XVI: SUPERINTENDENCE, CONTROL AND MANAGEMENT**

The Contractor shall keep a superintendent fluent in English on the job at all times who shall have the knowledge and control of all Work to be performed under this Contract. The Contractor shall have direct control and management of all construction operations, and shall be responsible to the Park District for the satisfactory overall performance of any suppliers and Subcontractors, in order that all provision of Work is properly coordinated and supervised.

## **ARTICLE XVII: CHARACTER OF WORKERS**

The Contractor shall employ only competent and efficient laborers or mechanics, and whenever in the opinion of the Park District, an employee is careless, incompetent, obstructs the performance of the Work, acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Park District, discharge or otherwise remove such employee from the site and shall not reinstate such employee, except with the written consent of the Park District.

## **ARTICLE XVIII: PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY**

The Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Park District's property in a manner agreed upon between the Park District and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or those of any Subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Park District shall each be responsible for their respective agents and employees.

Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(i). employees engaged in the Work, Park District's employees and patrons and other persons who may be affected thereby; and

(ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall be obligated to indemnify, hold harmless and protect the Park District, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any Subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Park District or furnished by the Park District.

## **ARTICLE XIX: WASTE MATERIAL AND CLEAN-UP**

At the completion of any Work performed, the Contractor shall remove all rubbish, tools, and equipment from the sites and adjoining premises, leaving the area in a neat and workmanlike condition, and shall repair or replace any damaged property. No additional compensation will be

allowed for this Work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Park District may remove the rubbish or repair the damage and charge the cost to the Contractor.

Title to waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

#### **ARTICLE XX: INSPECTIONS**

The Park District shall have the right to inspect the Work following completion of any Work performed, or any portion thereof, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Park District at the time of such inspection, the Park District shall inform the Contractor as to the particular defects to be remedied.

#### **ARTICLE XXI: LIENS**

In the event a lien is filed which is attributable to Work performed or equipment provided hereunder by the Contractor or any Subcontractor, which is not attributable to non-payment by the Park District, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period of time, whether by legal procedure, settlement, compromise, or otherwise.

#### **ARTICLE XXII: CORRECTION OF DEFICIENCIES**

If Contractor abandons, defaults or neglects to provide the Work in accordance with the Contract Documents, or if the Park District at any time is convinced that the conditions of the Contract are being willfully violated, executed carelessly, or in bad faith, and Contractor fails, within forty-eight (48) hours after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Contractor, the Contractor shall pay the difference to the Park District. The rights and remedies of Park District stated in this Contract shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

#### **ARTICLE XXIII: PERFORMANCE OF WORK; WARRANTY**

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

## **ARTICLE XXIV: INSURANCE REQUIREMENTS**

### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

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

The Park District, its agents, officers, commissioners, employees and volunteers, shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

### **B. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

### **C. Workers Compensation Insurance**

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

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to District under the Commercial General and Umbrella Liability Insurance required in this Contract, Contractor waives all rights

against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Contractor's activities.

#### D. General Insurance Provisions

##### 1. Evidence of Insurance

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

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

##### 2. Acceptability of Insurers

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

##### 3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to Park District. At the option of the Park District, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects to Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



#### 4. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

### **ARTICLE XXV: INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's performance if it obligations under the Contract Documents, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

### **ARTICLE XXVI: PARK DISTRICT'S RIGHT TO TERMINATE**

A. Park District may, at any time, terminate the Contract in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults

by Contractor, the Park District may immediately terminate the Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 26 of the General Conditions; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Contractor and/or (ii) finish or cause to be finished the Contractor's services required under the Contract Documents by whatever method and by whichever persons Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under the Contract.

Upon termination of the Contract for any reason: (i) Contractor hereby waives and forfeits all claims for payment and damages, including, without limitation, anticipated profits; and (ii) the rights and obligations of the parties shall cease automatically except for the rights and obligations of the parties accruing but unsatisfied prior to termination.

#### **ARTICLE XXVII: DISPUTES**

In any suit or action arising under the Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of the Contract or out of anything done in connection with the Contract unless such action shall be commenced within one year of the termination of the Contract. Contractor acknowledges that each provision of the Contract is important and material to the business and success of the Park District, and agrees that any breach of any provision of the Contract is a material breach of the Contract and may be cause for immediate termination of the Contract. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

## **ARTICLE XXVIII: MISCELLANEOUS PROVISIONS**

a. The Contractor shall have full control of the ways and means of performing the work which is the subject of this Agreement, and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the Park District, it being specifically agreed that with respect to the Park District, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

b. The Contractor shall not assign, sublet or transfer any interest in this Agreement without written consent of the Park District. The Park District shall be entitled to approve all subcontractors. Nothing contained in the Contract Documents shall create a contractual relationship between the Park District and any third party; however, it is understood and agreed that the Park District is an intended third-party beneficiary of all contracts, subcontracts, and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement in its respective subcontracts.

c. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. However, it is understood and agreed that the Park District is an intended third-party beneficiary of any and all Subcontracts and of the agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into any Subcontracts, supply agreements and purchase orders.

d. The parties hereto agree that the governing law for this Agreement shall be the laws of the State of Illinois, and that jurisdiction for any disputes between them shall be proper only in the state and federal courts located in Cook County, Illinois.

e. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory defenses, immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Agreement or require performance by the opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

f. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:

Berwyn Park District  
3701 Scoville Ave.  
Berwyn, IL 60402  
Attention: Executive Director

If to Contractor:

As per Bid Submittal Form

g. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each party.

h. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

i. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

**PARK DISTRICT:  
BERWYN PARK DISTRICT**

By: \_\_\_\_\_  
Cathy Fallon, Executive Director

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

**CONTRACTOR:**

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

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