

Berwyn Park District
Monthly Committee Meeting
Freedom Park Administration Building
3701 S. Scoville Ave. Berwyn, IL
May 6, 2025, at 4:30 p.m.
Agenda

- I. Call to Order – Roll Call of Commissioners (action)
- II. Adoption of Agenda (action)
- III. Public Comments
- IV. Correspondence
- V. Financial Report
 - a. Account Payables (action)
 - b. Account Transfers (action)
 - c. 2026 Budget
 - d. Audit Update
- VI. Policy and Personnel
- VII. Recreation
- VIII. Parks and Facilities
 - a. Vehicle Purchase
- IX. Other Business
 - a. Closed Session Minutes Update
 - b. Hitchcock Contract
 - c. Proksa Pond Updates
 - d. DCEO Grant Update
 - e. Foundation Bylaws
- X. Commissioner Comments
- XI. 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.
- XII. Adjournment (action)

The next regular scheduled meeting of the Board of Commissioners is May 20, 2025, at 6:00pm at Proksa Park Activity Center.

The next Committee meeting of the Board of Commissioners is June 3, 2025, at 4:30pm at Freedom Park Administration Building.

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

BOARD OF COMMISSIONERS

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



Ana Espinoza, Vice President
Mario Manfredini, Secretary

DATE: 5/6/2025
TO: The Board of Commissioners
FROM: Cindy Hayes
Superintendent of Finance and HR
RE: Accounts Payable Report

FINANCE

First Half of May 2025 Payables:

Check numbers: 25705-25728 (detail listing following this page)

Total: \$ 182,368.42

I motion to approve the May 2025 payables in the amount of \$ 182,368.42

DATED FROM 04/16/2025 TO 05/06/2025
ALL CHECK STATUSES

CHECK #	VENDOR	NAME	STATUS	ISSUE DATE	STATUS DATE	CHECK AMT
25705	AMALGAMA	Amalgamated Bank of Chicago	OUT	04/30/25	04/30/25	107,996.84
25706	C.BERWYN	City of Berwyn	OUT	04/30/25	04/30/25	514.77
25707	CDS	CDS Office Technologies	OUT	04/30/25	04/30/25	2,476.76
25708	COMED	Com. Ed.	OUT	04/30/25	04/30/25	2,279.94
25709	Commeg	Commeg Systems, Inc.	OUT	04/30/25	04/30/25	118.00
25710	DuPage	DuPage Children's Museum	OUT	04/30/25	04/30/25	350.00
25711	FSS	FSS Technologies LLC	OUT	04/30/25	04/30/25	314.82
25712	HRDIR	HR direct	OUT	04/30/25	04/30/25	323.85
25713	IL OFFIC	Office of the State Fire	OUT	04/30/25	04/30/25	70.00
25714	Konica	Konica Minolta	OUT	04/30/25	04/30/25	124.01
25715	KONICA	KONICA MINOLTA	OUT	04/30/25	04/30/25	152.28
25716	L&A	Lauterbach and Amen, LLP	OUT	04/30/25	04/30/25	7,500.00
25717	MissAlli	Miss Allison's Music	OUT	04/30/25	04/30/25	364.00
25718	Mulch	Mulch Magic - GT	OUT	04/30/25	04/30/25	1,115.00
25719	NG	Next Generation	OUT	04/30/25	04/30/25	1,150.05
25720	NICOR	Nicor Gas	OUT	04/30/25	04/30/25	1,554.94
25721	OFFICE D	ODP BUSINESS SOLUTIONS, LLC	OUT	04/30/25	04/30/25	122.76
25722	PDRMA	Park District Risk Management	OUT	04/30/25	04/30/25	20,486.13
25723	Perry	Perry Weather	OUT	04/30/25	04/30/25	8,100.00
25724	PWD	Premier World Discovery	OUT	04/30/25	04/30/25	23,497.00
25725	R0003682	Joanne Swanson	OUT	04/30/25	04/30/25	70.00
25726	Starfish	Starfish Transportation, Inc	OUT	04/30/25	04/30/25	1,355.00
25727	TakeOff	Eli Quintana	OUT	04/30/25	04/30/25	2,066.40
25728	TMobile	T-Mobile	OUT	04/30/25	04/30/25	265.87
TOTAL---ALL CHECKS						182,368.42

FROM 04/16/2025 TO 05/06/2025

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								
	June 25 A			04/15/25		25705	04/30/25	107,996.84	37,448.43
		01 Interest Series 2024 A	31000058905						37,446.68
		02 Service Fee	31000058905						1.75
	June 25 B			04/15/25		25705	04/30/25	107,996.84	70,548.41
		01 Interest Series 2024B	31000058905						70,546.66
		02 Service Fee	31000058905						1.75
								VENDOR TOTAL:	107,996.84
C.BERWYN	City of Berwyn								
	2025-00000012-GAS			04/17/25		25706	04/30/25	514.77	514.77
		01 Unleaded and Diesel	10020055765						514.77
								VENDOR TOTAL:	514.77
CDS	CDS Office Technologies								
	INV1688716			04/17/25		25707	04/30/25	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
COMED	Com. Ed.								
	April- 25 Hessler			04/24/25		25708	04/30/25	2,279.94	51.31
		01 Hessler	50020052638						51.31
	April 25- LCC			04/29/25		25708	04/30/25	2,279.94	480.62
		01 Electric LCC	50020052638						480.62
	April 25- LCC Green			04/30/25		25708	04/30/25	2,279.94	31.87
		01 Electric LCC Green	50020052638						31.87
	April 25- Smirz			04/29/25		25708	04/30/25	2,279.94	81.25
		01 Elec- Smirz	50020052638						81.25
	April 25- SP			04/29/25		25708	04/30/25	2,279.94	291.27
		01 Electric Sunshine	10020052638						291.27
	April 25-FP			04/24/25		25708	04/30/25	2,279.94	866.31
		01 Electric Freedom	10020052638						866.31
	April 25-PP			04/29/25		25708	04/30/25	2,279.94	477.31
		01 Elec. Proksa	50020052638						477.31

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							VENDOR TOTAL:		2,279.94
Commeg	Commeg Systems, Inc.								
	25040913			04/10/25		25709	04/30/25	118.00	118.00
		01 Time Pro	10010052610						59.00
		02 Time Pro	50010052610						59.00
							VENDOR TOTAL:		118.00
DuPage	DuPage Children's Museum								
	12590215			04/23/25		25710	04/30/25	350.00	350.00
		01 Summer Camp Enrichment	51160052430						350.00
							VENDOR TOTAL:		350.00
FSS	FSS Technologies LLC								
	I-58820			04/16/25		25711	04/30/25	314.82	314.82
		01 Access control	10020053665						314.82
							VENDOR TOTAL:		314.82
HRDIR	HR direct								
	INV17618451			04/29/25		25712	04/30/25	323.85	107.95
		01 Poster Guard	10010054720						107.95
	INV17618452			04/29/25		25712	04/30/25	323.85	107.95
		01 Poster Guard	10010054720						107.95
	INV17618453			04/29/25		25712	04/30/25	323.85	107.95
		01 Poster Guard	10010054720						107.95
							VENDOR TOTAL:		323.85
IL OFFIC	Office of the State Fire								
	9705193			04/25/25		25713	04/30/25	70.00	70.00
		01 Boiler LLC	10020053666						70.00
							VENDOR TOTAL:		70.00
Konica	Konica Minolta								
	9010396162			04/16/25		25714	04/30/25	124.01	8.00
		01 Paper Usage	10010052617						8.00
	9010399625			04/16/25		25714	04/30/25	124.01	116.01
		01 Photo Copier Services	10010052617						58.00
		02 Photo Copier Services	50010052617						58.01

FROM 04/16/2025 TO 05/06/2025

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KONICA	KONICA MINOLTA							VENDOR TOTAL:	124.01
	46900439	01 Insurance	50010052617	04/23/25		25715	04/30/25	152.28	152.28
									152.28
								VENDOR TOTAL:	152.28
L&A	Lauterbach and Amen, LLP								
	103278			04/14/25		25716	04/30/25	7,500.00	7,500.00
		01 Client Advisory and	10010051575						7,500.00
		02 Accounting Services for	** COMMENT **						0.00
		03 Year-End Audit Preparation.	** COMMENT **						0.00
								VENDOR TOTAL:	7,500.00
MissAlli	Miss Allison's Music								
	7	01 Early Childhood Music	51160052415	04/14/25		25717	04/30/25	364.00	364.00
									364.00
								VENDOR TOTAL:	364.00
Mulch	Mulch Magic - GT								
	2560	01 Bulk Sand and Delivery	10020053660	04/28/25		25718	04/30/25	1,115.00	1,115.00
									1,115.00
								VENDOR TOTAL:	1,115.00
NG	Next Generation								
	212950	01 Soccer Jerseys all ages	52090055421	04/29/25		25719	04/30/25	1,150.05	1,009.80
									1,009.80
	213010	01 Soccer Jerseys age 10-13	52090055421	04/29/25		25719	04/30/25	1,150.05	140.25
									140.25
								VENDOR TOTAL:	1,150.05
NICOR	Nicor Gas								
	April 25- FP			04/11/25		25720	04/30/25	1,554.94	293.00
		01 Natural Gas Freedom	10020052637						293.00
	April 25- LCC			04/14/25		25720	04/30/25	1,554.94	517.45
		01 Natural Gas LCC	50020052637						517.45
	April 25- PP			04/11/25		25720	04/30/25	1,554.94	202.88
		01 Natural Gas Proksa	50020052637						202.88

FROM 04/16/2025 TO 05/06/2025

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	April 25-LCC Green			04/14/25		25720	04/30/25	1,554.94	155.91
	01 Natural gas- LCC Green		50020052637						155.91
	April 25-SP			04/11/25		25720	04/30/25	1,554.94	385.70
	01 Natural Gas Sunshine		10020052637						385.70
							VENDOR TOTAL:		1,554.94
OFFICE D	ODP BUSINESS SOLUTIONS, LLC								
	420483463001			04/28/25		25721	04/30/25	122.76	26.78
	01 Copy Paper		10010055790						26.78
	420483654001			04/28/25		25721	04/30/25	122.76	95.98
	01 Copy Paper		10010055790						95.98
							VENDOR TOTAL:		122.76
PDRMA	Park District Risk Management								
	0425066H			04/28/25		25722	04/30/25	20,486.13	20,486.13
	01 Monthly Member Contribution		50010050510						10,243.06
	02 Monthly Member Contribution		10010050510						10,243.07
							VENDOR TOTAL:		20,486.13
Perry	Perry Weather								
	9174			04/29/25		25723	04/30/25	8,100.00	8,100.00
	01 Software& Outdoor Warning		25000055750						8,100.00
	02 Sys. & Weather Station		** COMMENT **						0.00
							VENDOR TOTAL:		8,100.00
PWD	Premier World Discovery								
	186151			04/25/25		25724	04/30/25	23,497.00	23,497.00
	01 Final Payment for Switzerland		53120052620						23,497.00
							VENDOR TOTAL:		23,497.00
R0003682	Joanne Swanson								
	96731			04/28/25		25725	04/30/25	70.00	70.00
	01 Sweet Bites Journey		53120041615						70.00
							VENDOR TOTAL:		70.00
Starfish	Starfish Transportation, Inc								
	16220			04/22/25		25726	04/30/25	1,355.00	440.00
	01 Transportation for Summer		51160052431						440.00
	02 Camp Field Trips		** COMMENT **						0.00

FROM 04/16/2025 TO 05/06/2025

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	16221			04/22/25		25726	04/30/25	1,355.00	500.00
		01 Transportation for Summer	51160052431						500.00
		02 Camp Field Trips	** COMMENT **						0.00
	16222			04/22/25		25726	04/30/25	1,355.00	415.00
		01 Transportation for Summer	51160052431						415.00
		02 Camp Field Trips	** COMMENT **						0.00
							VENDOR TOTAL:		1,355.00
TakeOff	Eli Quintana								
	A2001-400			04/29/25		25727	04/30/25	2,066.40	403.20
		01 Tennis Fundamentals	52090055440						403.20
	A2001-401			04/29/25		25727	04/30/25	2,066.40	352.80
		01 Court Masters Tennis	52090055440						352.80
	A2011-400			04/29/25		25727	04/30/25	2,066.40	352.80
		01 Baseball Fundamentals	52090055440						352.80
	A2029-400/401			04/29/25		25727	04/30/25	2,066.40	957.60
		01 Future Hoop Stars	52090055440						957.60
							VENDOR TOTAL:		2,066.40
TMobile	T-Mobile								
	April 25			04/29/25		25728	04/30/25	265.87	265.87
		01 Cell Phones	10010052644						132.93
		02 cell phones	50010052644						132.94
							VENDOR TOTAL:		265.87
							TOTAL --- ALL INVOICES:		182,368.42

DATE: 5/6/2025
TO: The Board of Commissioners
FROM: Cindy Hayes, Superintendent of Finance and HR
RE: Transfer to audit fund

The audit fund balance has had an increasing deficit over the last several years. For 2024, the deficit is at 35,428.37. The money we receive from the tax levy is unable to decrease the deficit. I ask the board to approve the transfer of \$36,000 retroactive to December 31, 2024, from fund 50 Recreation Admin to fund 24 Audit. This would eliminate the deficit. Moving forward, the prep work and reports needed for audit will come out of the general fund.

DATE: 5/06/2025
TO: The Board of Commissioners
FROM: Recreation Department
RE: Recreation

Athletics:

- We have 115 signed up for Spring Soccer.
- We have 15 signed up for Tennis.
- We have 7 signed up for Baseball class.
- We have 13 signed up for Volleyball class.
- We have 20 signed up for Adult-Tot Soccer – the class is full.

General Recreation:

- We have 10 kids enrolled in Little Ninjas
- We have 11 kids enrolled in spring Tinkergarten.
- We have 9 kids enrolled in our next session Book & Bites.
- Happy Campers is 57% full.
- Adventure Camp is full in weeks 1, 2, 3 & 5.

Marketing:

Facebook:

- Views are up 102%
- Reach is up 112%
- Interactions are up 85%
- Follows are up 154%

Instagram:

- Views are up 73%
- Reach is up 27%
- Interactions are up 133%
- Follows are up 63%

Special Events:

- We have 6 teams signed up for Puzzle Palooza.
- We have 10 confirmed organizations for Touch-a-Truck, and 2 sponsors: one \$300 sponsor and one \$150 sponsor.
- We have 18 signed up for the Community Garage sale in June.

DATE: 5/6/2025
TO: The Board of Commissioners
FROM: John Roberts, Superintendent of Parks and Facilities
RE: Department Report

Completed Projects

Project	Status	Completed Date
Proksa Park	Prepped the baseball fields	April 1, 2025
Proksa Park	Painted the preschool room	April 2, 2025
Liberty Cultural Center	Painted the preschool room	April 14, 2025
All Parks	Back filled all low spots and curbs	April 18, 2025
All Parks	Aerated and seeded	April 21, 2025
Sunshine Park	Added new sand to the volleyball court and sand playground	April 25, 2025
All Buildings	Installed eyewash stations	April 28, 2025
All Parks	Rekeyed all outdoor restroom locks	April 29, 2025
All Parks	Tree trimming and tree removal	April 30, 2025

Upcoming Projects

Project	Status	Anticipated Completed Date
Proksa Park Pond	Plan to include in park renovations	Unknown
Serenity Drinking Fountain	Project on hold until spring	(Spring 2025)
Freedom and Proksa Park	Install Perry Weather Lightning Detection System	To be Determined (awaiting arrival of equipment)
All Parks	Turn on all drinking fountains	May 9, 2025
All Parks	Edging all flowerbeds	May 9, 2025
All Parks	Spring cleanup (flowerbeds and planter boxes)	May 14, 2025
Sunshine, Mraz, Smirz, and Proksa Park	Planting flowerbeds	May 16, 2025
Hessler and Smirz Park	New Roofing	May 23, 2025
All Parks	Mulch all flowerbeds and planter boxes	May 30, 2025

Routine Maintenance

- Trash removal and collection of loose debris from all parks.
- Clean all facilities.
- Graffiti removal.
- Monthly inspections of vehicles, parks, and facilities.
- Baseball field setup (Tuesday-Sunday)

DATE: 5/6/2025
TO: The Board of Commissioners
FROM: Cathy Fallon, Executive Director
RE: Parks Report

The Parks Department is in need of a replacement vehicle. The vehicle currently in need of replacement is a 2003 Ford F-350. The vehicle has a significant amount of rust damage to it; there is a hole in the floorboard of the vehicle. There has been a temporary repair made to the vehicle.

The staff will recommend purchasing a new Ford F-350 through the State of Illinois Contract. The request has been submitted to Morrow Brothers Ford for final pricing. The vehicle by estimation should be under \$60,000.



April 11, 2025

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

RE: Proksa Park Final Design

Dear Cathy,

Congratulations on your OSLAD award and thank you for asking Hitchcock Design Group (HDG) to submit this proposal for your Proksa Park project. We appreciate the opportunity to continue our work with you and Berwyn Park District.

PROJECT UNDERSTANDING

Based on our discussions, we understand the Park District would like to renovate ageing recreational amenities at Proksa Park based on the awarded IDNR OSLAD grant Site Development Plan. Your total construction budget aligns with the grant application at a maximum of \$1,039,200 including renovation of the existing playground, 9-hole disc golf course, asphalt walking paths and adding new amenities including picnic shelter and game tables. HDG will also assist the Park District with soliciting proposals for the preparation of a topographic and boundary survey, geotechnical investigation, and construction testing that will be direct contract with the Park District separately from this proposal. The Park District is currently awaiting their signed agreement with IDNR that outlines the project's grant period and would like to accomplish the design and permitting in 2025 with bidding and construction in 2026. HDG will also assist with the preparation of the quarterly reporting required for the OSLAD grant award.

We understand the Park District is planning to renovate the existing pond at Proksa Park in proximity to the OSLAD project and has contracted with Aquascape independently from this proposal for the development of design plans and construction of proposed improvements. HDG will document removals associated with the pond renovation in accordance with the direction provided by the Park District and Aquascape.

Stormwater management assumptions for the proposed project were summarized in a memorandum provided to the Berwyn Park District by Eriksson Engineering, dated August 26, 2024. The following assumptions were outlined:

1. Permits will be required from the MWRD and the Village of Berwyn.



2. The improvements made in 2017 deferred detention therefore, this project will need to incorporate the deferred detention.
3. Volume control will also need to be provided as part of this permit.

SCOPE OF SERVICES

We will first conduct a comprehensive kick-off discussion with you and the project team to discuss the details that will guide the process and to set the schedule for the project through construction. A written project-program will be prepared summarizing client direction and influential factors and then used as the foundation of the project's design.

We will then begin the Design Development Phase for the elements identified in the OSLAD Site Development Plan, meeting with the project team periodically for input and review of the progress documents, budget, and submittals from various manufacturers' representatives. Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare documents that are suitable for permitting, bidding, and construction. We will represent you during bidding and, following the award of construction, contract to a general contractor, we will administer the construction process. Please see the Scope of Services for our step-by-step approach.

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Final Design Phase	Fixed Fee	\$75,100
Permitting Phase	Hourly, Not to Exceed	\$10,200
Bidding Phase	Hourly, Not to Exceed	\$7,500
Construction Phase	Hourly, Not to Exceed	\$37,200
Grant Reporting Phase	Fixed Fee	\$5,000
Total Fee:		\$135,000

Optional Service: Pop-Up Events	Fixed Fee per Event	\$2,000
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Reimbursable expenses (printing, mileage, rental car and digital planroom fees) will be invoiced in addition to the professional service fees. We recommend setting aside \$2,000 for these expenses. Permitting fees are not included in this proposal and will be paid directly to the respective agencies by the Berwyn Park District.

PROJECT TEAM

I will manage our work under the supervision of our Recreation Studio leader, Steve Konters. Other members of our Recreation Studio will participate as needed to advance the work in a timely way. Eriksson Engineering Associates will be the civil engineer for the project with Nova Engineering on the team for electrical engineering.



Thank you, again, for the opportunity to continue working with you and the Berwyn Park District. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group

Lacey Lawrence, PLA, LEED-AP
Principal

ACCEPTANCE

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. The attached Scope of Services and Standard Terms and Conditions are hereby made part of this Agreement. This proposal may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Basic Services: _____Approved

Accepted: _____
Authorized Client Representative Date

Encl: Scope of Services (made part of this agreement)
 Standard Terms and Conditions (made part of this agreement)
 Hourly Rates (made part of this agreement)



Scope of Services

Proksa Park Final Design

April 11, 2025

FINAL DESIGN SERVICES

A. Program and Analysis Phase

Objective: The objective is to confirm the project program, characteristics of the existing resources, permit requirements, and schedule.

Process: Specifically, the Hitchcock Design Group team will:

1. (Meeting #1: Staff, Virtual) Conduct a Kick-off Meeting with client representatives and other project team members confirming:
 - a. Project team structure and responsibilities
 - b. Project area ownership and access
 - c. Approved Master Plan design program
 - d. OSLAD grant requirements
 - e. Regulatory requirements
 - f. Available data and data gathering needs
 - g. Project budget
 - h. Tentative schedule
2. Assist you to secure pricing to obtain a Geotechnical Investigation Report from qualified geotechnical firms to a depth range of 5' to 30' at the locations of the proposed improvements to define:
 - a. Strength, consolidation and bearing capacities of the existing sub-surface
 - b. Presence of any unsuitable sub-grade materials
3. Assist you to secure pricing to obtain additional Boundary and Topographic Survey from qualified professional land surveyors, establishing horizontal and vertical ground control and locating natural features and manmade improvements
4. Perform an Additional Site Visit to verify the survey data and current site conditions.
5. Prepare Base Maps at appropriate scales using the inventoried data and the boundary and topographic survey.
6. Prepare a written Project Program that includes:
 - a. Project design program
 - b. Jurisdictional factors
 - c. Budget information
 - d. Project Schedule



7. Forward a digital copy of the Written Program and Schedule to you for review and approval.

Deliverables: **Base Map, Project Program and Schedule**

B. Design Development Phase

Objective: The objective is to reach consensus with the Park District and jurisdictional authorities on the final design and probable cost for the proposed improvements.

Process: The Hitchcock Design Group team will:

1. Finalize the Design including size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Trails and walkways
 - b. Site improvements including:
 - i. Disc golf course
 - ii. Game tables
 - iii. Picnic shelter (including lights and outlets)
 - iv. Playground
 - v. Interpretive sign (by selected vendor)
 - c. Landscape improvements
 - d. Site furnishings
2. Prepare preliminary Engineering recommendations including:
 - a. Grading, drainage, and storm water management
3. Assist you to coordinate with selected playground manufacturers to obtain equipment design options and quotes for your use in soliciting resident input on selection of a preferred design.
4. Coordinate with the selected playground manufacturer for final equipment layout and CAD files to incorporate into the layout plans.
5. Prepare the Design Development Documents including:
 - a. Plan view drawings
 - b. Descriptive supplemental drawings
 - c. Product data
6. Prepare a summary of estimated quantities and update the Construction Cost Opinion.
7. (Meetings #2 & #3: Staff, Virtual) Review the Design Development Documents with you at the 25% and 50% completion milestones. Prepare written summaries of discussions following each meeting.



8. (Community Meeting #1: OPTIONAL SERVICE) Prepare for and attend a community pop-up event of your choosing, to gather input from residents on the desired playground equipment options and prepare/distribute summary of feedback.

Deliverables: Design Development Documents, Construction Cost Opinions, Meeting Summaries

C. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. Finalize the Graphic Documentation that will be used to bid and construct improvements including:
 - a. Cover sheet, notes and legend
 - b. Existing conditions plans
 - c. Site preparation plans
 - d. Grading and drainage plans
 - e. Storm Water Pollution Prevention plans (SWPPP)
 - f. Utility plans
 - g. Layout and materials plans
 - h. Landscape plans
 - i. Site construction details
2. Finalize the Written Documentation that will be used to bid and construct the improvements including:
 - a. General and Supplementary Conditions
 - b. Technical specifications
3. Prepare a summary of estimated quantities and update the Construction Cost Opinion.
4. (Meetings #4 and #5: Staff, Virtual) Review the Construction Documents with you at 75% and 100% completion milestones. Prepare written summaries of discussions following each meeting.

3

Deliverables: Construction Drawings, Construction Specifications, Construction Cost Opinions, Meeting Summaries

D. Permitting Phase

Objective: The objective is to obtain the required permits.

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

1. Prepare and assemble Permit Documents including:



- a. Village of Berwyn
 - b. Illinois Environmental Protection Agency (IEPA), NPDES
 - c. Illinois Department of Natural Resources (IDNR)
 - d. Illinois Historic Preservation Agency (IHPA)
 - e. Metropolitan Water Reclamation District (MWRD)
2. Submit Permit Documents as required to the respective regulatory agencies.
3. Communicate with you as necessary to Discuss Review Letter(s) received from regulatory agencies.
4. Make One (1) Set of Authorized Revisions to the appropriate Permit Documents and resubmit to the respective regulatory agencies. ** Additional revisions and resubmittals if required will be provided as an additional service on an hourly basis.**

Deliverables: Permit Documents, Revisions

E. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will:

1. Place Bidding Documents in Online Digital Plan Room for bidding distribution and Management.
2. Recommend Reputable Contractors for your consideration.
3. Help you advertise the bid letting by preparing Legal Notice for your use in publicizing the bid.
4. (Meeting #5: Staff / Prospective Bidders) Conduct a virtual Pre-Bid Meeting for interested bidders.
5. Answer Questions and Issue Written Addenda, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
6. (Meeting #6: Staff / Prospective Bidders) Attend the bid opening and record the results.
7. Prepare a Bid Tabulation spreadsheet.
8. Perform Reference Checks for the apparent low bidder's references.
9. Issue a Bid Results Summary Letter.



Deliverables: **Bidding Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter, Meeting Summaries**

F. Grant Reporting Phase: Illinois Department of Natural Resources Open Space Land Acquisition and Development Grant (IDNR OSLAD)

Objective: Meet the requirements of the IDNR OSLAD grant submittal and support successful reviews of the documents by the grant administrator.

Process: The Hitchcock Design Group team will:

1. Prepare quarterly progress reports (up to 9) based on IDNR criteria for grant award to confirm that the project direction complies with typical Grant Administrator objectives.
2. Assist with final reimbursement submittal for an IDNR OSLAD reimbursement submittal package as requested.

Deliverables: **Quarterly Status Reports**

CONSTRUCTION PHASE SERVICES

The goal for this part of the engagement is to help the Park District get the improvements constructed. Following your award of the work to a General Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

5

A. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. Help you prepare an AIA Owner / Contractor Agreement.
2. Prepare and Issue for Construction set of plans and distribute digital copies to you and the Contractor.
3. (Construction Meeting #1: Staff / Contractor) Conduct a Pre-Construction Meeting with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittals
 - d. Responsibilities
 - e. Communications
 - f. Payment procedures



4. Issue Interpretations or Clarifications of the Contract Documents when requested by you or the Contractor.
5. Prepare recommendations for construction Change Orders, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
6. Review Submittals and Shop Drawings, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
7. Prepare written Payment Recommendations upon review of Contractor's monthly payout applications.

Deliverables: Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Payment Recommendations

B. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

6

Process: During construction, we will:

1. (Construction Meetings #2 - #13: Staff / Contractor) Assuming a six (6) month construction period, participate in twelve (12) total progress meetings with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
2. Prepare Field Reports of the progress meetings at the site with you and the Contractor.

Deliverables: Field Reports

C. Contract Close-out

Objective: The objective is to help the client close out its construction contract with the Contractor.

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. (Construction Meeting #14: Staff / Contractor) Participate in one (1) site visit to conduct a walk through and prepare a Punch List upon substantial completion of the construction of the work documented by us.



2. Review Contract Close-out Submittals required as provided by the Contractor, such as but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Payment applications
3. (Construction Meeting #15: Staff / Contractor) Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and Establish Final Acceptance.
4. Prepare Final Payment Recommendations regarding the Contractor's request for acceptance of substantially and finally completed work.

Deliverables: Punch List, Closeout Submittal Review, Final Payment Recommendation

ADDITIONAL SERVICES

We may provide additional services, at your approval, which are not included in the Basic Services, such as:

1. Revisions to previously completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.

HITCHCOCK DESIGN GROUP

HITCHCOCK DESIGN GROUP STANDARD TERMS & CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are instruments of HDG’S services that shall remain HDG’S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in HDG’s scope, HDG will visit the site periodically to determine in general whether construction is proceeding in a manner consistent with the intent of the Documents. HDG is not responsible for the contractor’s construction means, methods, techniques, sequencing, or procedures, or for safety or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and locations such services are rendered. Client agrees that services provided will be rendered without warranty, express or implied.
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’s services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to perform in accordance with this Agreement.
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the professional service fees identified in the Proposal Letter, plus expenses at 115% of actual cost. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. Payment will be due within thirty (30, 60, 90) days of the invoice date, or 10-business days from the Client’s prime agreement payment terms. In the event Client fails to pay HDG within thirty (30) days of the due date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, HDG’s services and responsibilities may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants, payment from Client’s client, or other supplementary financing for the project. Client agrees to pay HDG with ACH digital check. Instructions will be sent with the invoice(s). If Client requires HDG to receive payment by mailed-check, Client agrees to mail check payments to the PO Box Payment Remittance Address below.
9. **PERMITS** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of this Agreement.
11. **MISCELLANEOUS**

Governing Law: The substantive laws of Illinois, Indiana, Texas, Florida shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.

Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

HDG Reliance: Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.

Waiver of Subrogation - Both parties to this Agreement waive all rights of subrogation and for damages during construction except to the extent covered by property insurance or other insurance applicable to the work or the project.

Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.



Standard Billing Rates and Expenses

BILLING RATES

Senior Principal	\$265
Principal	\$235
Senior Associate	\$195
Associate	\$160
Junior Associate	\$145

REIMBURSABLE EXPENSES

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement with mileage invoiced at the current IRS reimbursement rate.

Good afternoon Cathy,
I've completed the estimates for the project as discussed,
The three sections are broken out independently,

The first Spreadsheet is for cleaning and updating the Main Pond, this would include draining and cleaning the existing pond(possibly leaving the bottom few feet full of water to minimize stress to the animal life) Removing the existing pumping system and adding a new Precast Concrete Vault.

This vault would house the two new pumps that will produce 42,000 GPH apiece to insure adequate turnover for the entire pond.

One of the pumps will deliver water to a large Upflow Biological Filter(Constructed Wetland) to manage all of the Waste produced by the abundance of waterfowl, turtles and fish...

This filter will be located on the Eastern Edge of the pond in the current streambed that overflows back into the main pond.

The filter will have a footprint of 1,000 square feet(approximately 25'x40') it will be constructed with a specifically designed water distribution system, sedimentation chamber, and graded filter media) the filter bed is an aerobically functioning system which requires a constant flow of water to insure optimal efficiency.

The second pump will deliver high velocity water to a series of strategically located circulation jets located primarily on the south end of the pond. These jets will push floating debris towards the new custom made skimmer filter for periodic removal.

The Skimmer will be built within a Precast Concrete vault that will weigh over 40,000lbs!

A series of debris baskets will be positioned within the vault to allow for efficient removal of debris.

A locking access panel will protect the internal components and pumps from tampering.

All heavy equipment, labor and delivery fees are covered within the proposal.

The second spreadsheet is for the Update of the Eastern Pond and fountain display,

This will include the removal of the existing feature and an entirely new rubber membrane combined with a 10,000 gallon modular subterranean reservoir.

This reservoir will house the new pumps and will allow for this feature to operate independently from the main pond.

Site balancing all of the soil will be provided as the new feature is positioned in the existing space,

Existing rockwork will be reconfigured into a seat wall for viewing.

The last spreadsheet would be added to the other two prices/proposals if we were to rebuild the entire feature vs. eliminating this portion of the project.

Eliminating this section would be the most cost effective option and it would help to control the overall maintenance of the feature.

The price for this section is for the removal of the existing system, excavation of the streambed to channelize the water flow thereby keeping all of the water within the confines of the rubber membrane.

We will re-use as much of the stone as possible but additional stone will be required due to the inadequate sizes of stone available for use(Minimum stone weight in a public setting should be 200lbs/greater is better!)

If you need me to put a presentation together for your Board members to better understand the reasoning behind the numbers, I would be happy to do that if the timing is right.

Please evaluate and get back to me with any questions,

Have a great day!

Ed

From: Cathy Fallon <cfallon@berwynparks.org>

Sent: Friday, April 25, 2025 11:51 AM

To: Ed Beaulieu <EJBeaulieu@aquascapeinc.com>

Cc: Lacey Lawrence <llawrence@hitchcockdesigngroup.com>; John Roberts <jroberts@berwynparks.org>; Gianna

BYLAWS
OF
BERWYN PARK FOUNDATION, INC.

ARTICLE I

Board of Directors

Section 1.1. Duties and Qualifications. The business and affairs of the Corporation shall be managed by the Board of Directors.

Number, Term, and Election. The Board of Directors shall consist of a minimum of **[three (3)]** directors and a maximum of **[eight (8)]** directors, with the exact number of directors specified from time to time by resolution of the Board of Directors. Each director shall serve for a term of one year.

Other than the initial directors, all of the directors of the Corporation shall be appointed by the Board of Park Commissioners of the Berwyn Park District (the "Supported Organization"). Despite the expiration of a director's term, the director continues to serve until a successor is appointed, or until there is a decrease in the number of directors.

Section 1.2. Vacancies. Any vacancy among the directors caused by death, resignation, removal, increase in the number of directors or otherwise may be filled by the Board of Trustees of the Supported Organization. The term of office of a director chosen to fill a vacancy shall expire at the later of the expiration of the unexpired term which the director was chosen to fill, or at such time as a successor shall be duly elected and qualified.

Section 1.3. Removal. Any director may be removed, with or without cause, by the Board of Trustees of the Supported Organization.

Section 1.4. Annual Meetings. Unless the Board of Directors determines otherwise, the Board of Directors shall meet on the _____ day of _____ each year, at _____, for the purpose of election of directors and officers of the Corporation and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of an annual meeting.

Section 1.5. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect, and shall be held whenever convenient for the Board of Directors. Unless otherwise provided by the Board of Directors, regular meetings shall be held at the Corporation's principal office. No notice shall be necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the presiding officer of the Board of Directors, the President, or twenty percent (20%) of the directors then in office and upon at least forty-eight (48) hours' notice specifying the date, time, place and purpose or purposes of the meeting, given to each director either personally or by regular mail, electronic mail, facsimile transmission or telephone. Oral notice is authorized. A director may waive any required notice of an annual, regular or special meeting. The waiver must be in writing, signed

by the director entitled to the notice, and filed with the minutes or Corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

Section 1.6. Participation. A director may participate in an annual, a regular or a special meeting of the Board of Directors by or through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating by this means is considered to be present in person at the meeting.

Section 1.7. Quorum; Voting. One-third (1/3) of the directors in office when action is taken, but in no event fewer than two (2) directors, shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the act is taken shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 1.8. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all directors. The action must be evidenced by at least one (1) written consent describing the action to be taken, signed by each director and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a prior or subsequent effective date.

Section 1.9. Executive Committee. There shall be, and by the adoption of these Bylaws the Board of Directors hereby creates, an Executive Committee of the Corporation, which shall consist of **[the officers of the Corporation]**. During intervals between meetings of the Board of Directors, the Executive Committee shall have and exercise all of the authority of the Board of Directors in the management of the Corporation, except where prohibited by law. In addition, the Executive Committee, to the extent specified by the Board of Directors, may exercise the authority of the Board of Directors, except where prohibited by law. The Executive Committee shall cause minutes of its proceedings to be kept and filed with the minutes of the proceedings of the Board of Directors.

Section 1.10. Other Committees. The Board of Directors may from time to time create and appoint standing, special or other committees to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Corporation. Committees, to the extent specified by the Board of Directors, may exercise the powers, functions or authority of the Board of Directors, except where prohibited by law; provided, however, that if a committee is to exercise board powers, functions, or authority, (a) a majority of the persons serving on the committee must be directors, (b) there must be at least two (2) persons on the committee, and (c) the creation of the committee and the appointment of its members shall be by a majority of all directors in office when the action is taken.

ARTICLE II

Officers

Section 2.1. Officers and Qualifications Therefor. The officers of the Corporation shall consist of a President, a Vice President, a Secretary and a Treasurer. The officers shall be chosen by the Board of Directors. Any two (2) or more offices may be held by the same person.

Section 2.2. Terms of Office. Each officer of the Corporation shall be elected by the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until a successor shall be duly elected and qualified, or until resignation, removal or death.

Section 2.3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by the Board of Directors, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until the officer's successor shall be duly elected and qualified.

Section 2.4. Removal. Any officer of the Corporation may be removed, with or without cause, at any time by the Board of Directors.

Section 2.5. Compensation. The officers of the Corporation shall receive no compensation for their services in such offices.

ARTICLE III

Powers and Duties of Officers

Section 3.1. President. The President, if present, shall preside at all meetings of the Board of Directors. At each annual meeting of directors, the President or the President's designee shall report on the activities of the Corporation. Subject to the general control of the Board of Directors, the President shall manage and supervise all of the affairs of the Corporation and shall perform all of the usual duties of the chief executive officer of a corporation.

Section 3.2. Vice President. Subject to the general control of the Board of Directors, if the President is not present, the Vice President shall discharge all the usual functions of the President and shall have such other powers and duties as these Bylaws, the Board of Directors or an officer authorized by the Board may prescribe.

Section 3.3. Secretary. The Secretary shall attend all meetings of the Board of Directors, and prepare, keep, or cause to be kept, a true and complete record and minutes of the proceedings of such meetings, and shall perform a like duty, when required, for all committees appointed by the Board of Directors. If required, the Secretary shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. The Secretary shall attend to the giving and serving of all notices of the Corporation required by these Bylaws, shall have custody of the books (except books of account) and records of the Corporation, shall be responsible for authenticating records of the Corporation, and in general shall perform all duties

pertaining to the office of Secretary and such other duties as these Bylaws, the Board of Directors, or an officer authorized by the Board may prescribe

Section 3.4. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Corporation and shall deposit, or cause to be deposited, all funds of the Corporation with such depositories as the Board of Directors shall designate. At each annual meeting of the directors, the Treasurer, or the Treasurer's designee, shall report on the financial condition of the Corporation. The Treasurer, or the Treasurer's designee, shall furnish, at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Corporation, and in general shall perform all duties pertaining to the office of Treasurer.

Section 3.5. Assistant Officers. The Board of Directors may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these Bylaws or the Board of Directors may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

ARTICLE IV

Miscellaneous

Section 4.1. Corporate Seal. The Corporation may, but need not, have a corporate seal. The form of any such corporate seal may be specified in a resolution of the Board of Directors. A corporate seal, however, shall not be required for any purpose, and its absence shall not invalidate any document or action.

Section 4.2. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the President or Vice President and, if required, attested by the Secretary or an assistant secretary.

Section 4.3. Fiscal Year. The fiscal year of the Corporation shall begin on **[January 1]** of each year and end on the immediately following **[December 31]**.

ARTICLE V

Amendments

Subject to law and the Articles of Incorporation, the power to make, alter, amend or repeal all or any part of these Bylaws is vested in the Board of Directors. The Corporation must provide notice to the directors of any meeting at which an amendment to the Bylaws is to be considered and voted upon.

Secretary's Initials

Date: _____