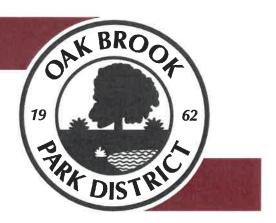
A National Gold Medal Agency

Notice:



# **Board Meeting Location Changes for Mon. 3/16**

The Oak Brook Park District Board of Commissionsers meeting will be held at the Oak Brook Village Hall, Upper Level Conference Room, instead of the Oak Brook Park District Canterberry Room.

> Village Hall Address: 1200 Oak Brook Road

www.obparks.org



# The Park District is canceling all programs and activities, and closing all facilities beginning Saturday, March 14, 2020.

While the Oak Brook Park District has no confirmed COVID-19 cases, we are exercising an abundance of caution. The Park District closure follows Butler School District 53 and recommendations from public health officials to minimize exposure to participants and staff.

The Park District will continue to work closely with local city, school, and health department authorities to monitor the COVID-19 pandemic, and we will re-evaluate the situation and inform the community of any decisions. The Park District will be closed a minimum of 14 days. We will be monitoring the situation daily. Please check our website, <u>www.obparks.org/news</u>, for updates.

The Park District emails and phone lines will accept messages (Mon-Fri, 8:30am – 4:30pm) and staff will respond as soon as possible.

We will continue to evaluate the situation and make decisions based on the health and well-being of our community.

We urge all residents to follow tips from the Center for Disease Control and Prevention by staying home if sick, avoiding close contact with people who are sick, covering coughs and sneezes, avoiding touching eyes, nose, and mouth, and washing hands with soap and water for at least 20 seconds. For more information and recommendations, go to:

DuPage County Health Department Illinois Department of Public Health Center for Disease Control and Prevention World Health Organization

Updates will be provided on the <u>Oak Brook Park District website</u>, <u>Facebook page</u>, and via email. To sign up for our emails, <u>click here</u>.

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Park District

Oak Brook

#### AGENDA REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS March 16, 2020 – 6:30 p.m. Upper Level Conference Room | Village of Oak Brook, Butler Government Center 1200 Oak Brook Rd (31<sup>st</sup> Street, Oak Brook, IL 60523

# 1. <u>CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND</u> <u>ROLL CALL</u>

- 2. OPEN FORUM
- 3. CONSENT AGENDA
  - a. APPROVAL OF March 16, 2020 AGENDA

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- b. APPROVAL OF MINUTES
  - i. February 17, 2020 Regular Meeting Minutes
  - ii. February 17, 2020 Special Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING FEBRUARY 29, 2020
  - i. Approval of Warrant No. 633

# 4. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to share communications
- 5. STAFF RECOGNITION

Mike Contreras, new Superintendent of Recreation

# 6. <u>REPORTS:</u>

- a. Administrative, IT, and Marketing Report
- b. Finance & Human Resources Report
- c. Recreation & Facilities Report
- d. Parks & Planning Report

# 7. UNFINISHED BUSINESS

contact: Laure Kosey, Executive Director at 630-645-9535.

- a. Revisions to the Personnel Policy Manual (Approved 3/20/2017 and Amended)
- b. Apparel Screen Printing and Embroidery Bid
- c. Ordinance 20-0316: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof
- d. Fitness Equipment Lease
- e. Central Park West Door and Windows Bid

Page 1 of 2

nds for our community. 233 | F: 630-990-8379 660 | F: 630-990-4818 www.obparks.org

We strive to provide the very best in park and recreational opportunities, facilities, and open lands for our community.

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should



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AGENDA

REGULAR MEETING OF THE OAK BROOK PARK DISTRICT

BOARD OF COMMISSIONERS

March 16, 2020 – 6:30 p.m.

#### Upper Level Conference Room | Village of Oak Brook, Butler Government Center 1200 Oak Brook Rd (31<sup>st</sup> Street, Oak Brook, IL 60523

# 8. NEW BUSINESS

Oak Brook

Park District

A National Gold Medal Agency

a. Budget for Fiscal Year 2020- 2021

OAK BROO

DIS

- The tentative Budget and Appropriation Ordinance 20-0420 for Fiscal Year May 1, 2020– April 30, 2021 has been placed on public display for thirty days following the publication notice in the Doings Oak Brook Newspaper on March 19, 2020. The Budget and Appropriation Ordinance encompasses all previous reviews by the Board of Commissioners. The Public Hearing is scheduled to occur at the April 20, 2020 regular meeting of the Board of Commissioners for the purpose of receiving public comment on the Budget and Appropriation Ordinance. A Legal Notice of the Public Hearing will be published in the Doings Oak Brook Newspaper on April 9, 2020.
- b. Renewal of the Intergovernmental Agreement Dated January 18, 2016, By and Between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program at Brook Forest Elementary School for School Year 2020-2021
- c. Ordinance 20-0421: Supplemental Appropriation Ordinance of the Oak Brook Park District for the Fiscal Year Beginning May 1, 2019 and ending April 30, 2020
- d. Ordinance 20-0422: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation
- e. Resolution 20-0317: A Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovations Project (\*\*\*Requires Waiving the Board Rules to Approve at this Meeting.)
- <u>ADJOURN TO</u> <u>CLOSED SESSION</u>: For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act

#### 10. CLOSED SESSION

- a. Discussion and Approval of Closed Meeting Minutes, January 20, 2020
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District

# 11. RECONVENE TO OPEN SESSION

12. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON APRIL 20, 2020

# 13. ADJOURNMENT

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.

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Page 2 of 2

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379 Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818 www.obparks.org



- 1. <u>CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND</u> <u>ROLL CALL</u>
- 2. OPEN FORUM
- 3. CONSENT AGENDA
  - a. APPROVAL OF March 16, 2020 AGENDA
  - b. APPROVAL OF MINUTES
    - i. February 17, 2020 Regular Meeting Minutes
    - ii. February 17, 2020 Special Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING FEBRUARY 29, 2020
    - i. Approval of Warrant No. 633

# 4. COMMUNICATIONS/PROCLAMATIONS

- a. Board of Commissioners to share communications
- 5. <u>STAFF RECOGNITION</u> Mike Contreras, new Superintendent of Recreation
- 6. <u>REPORTS:</u>
  - a. Administrative, IT, and Marketing Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report
- 7. UNFINISHED BUSINESS
  - a. Revisions to the Personnel Policy Manual (Approved 3/20/2017 and Amended)
  - b. Apparel Screen Printing and Embroidery Bid
  - c. Ordinance 20-0316: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof
  - d. Fitness Equipment Lease
  - e. Central Park West Door and Windows Bid

Page 1 of 2

GOLD MEDA

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### 8. NEW BUSINESS

- a. Budget for Fiscal Year 2020- 2021
  - The tentative Budget and Appropriation Ordinance 20-0420 for Fiscal Year May 1, 2020– April 30, 2021 has been placed on public display for thirty days following the publication notice in the Doings Oak Brook Newspaper on March 19, 2020. The Budget and Appropriation Ordinance encompasses all previous reviews by the Board of Commissioners. The Public Hearing is scheduled to occur at the April 20, 2020 regular meeting of the Board of Commissioners for the purpose of receiving public comment on the Budget and Appropriation Ordinance. A Legal Notice of the Public Hearing will be published in the Doings Oak Brook Newspaper on April 9, 2020.
- b. Renewal of the Intergovernmental Agreement Dated January 18, 2016, By and Between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program at Brook Forest Elementary School for School Year 2020-2021
- c. Ordinance 20-0421: Supplemental Appropriation Ordinance of the Oak Brook Park District for the Fiscal Year Beginning May 1, 2019 and ending April 30, 2020
- d. Ordinance 20-0422: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation
- e. Resolution 20-0317: A Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovations Project (\*\*\*Requires Waiving the Board Rules to Approve at this Meeting.)
- <u>ADJOURN TO CLOSED SESSION</u>: For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act

# 10. CLOSED SESSION

- a. Discussion and Approval of Closed Meeting Minutes, January 20, 2020
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District

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12. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON APRIL 20, 2020

# 13. ADJOURNMENT

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Page 2 of 2

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- 1. <u>CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND</u> <u>ROLL CALL</u> [Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]
- 2. <u>OPEN FORUM</u> [Ask whether there are any public comments under "Open Forum." If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]
- 3. <u>CONSENT AGENDA</u> [Request a motion (and second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. **Roll Call Vote—VOTE MUST BE UNANIMOUS.**

Then ask for a motion (and second) to approve the Consent Agenda, as presented. <u>Roll Call</u> <u>Vote</u>...]

- a. APPROVAL OF March 16, 2020 AGENDA
- b. APPROVAL OF MINUTES
  - i. February 17, 2020 Regular Meeting Minutes
  - ii. February 17, 2020 Special Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING FEBRUARY 29, 2020
  - i. Approval of Warrant No. 633
- 4. <u>COMMUNICATIONS/PROCLAMATIONS</u> [For Review and Discussion Only]
  - a. Board of Commissioners to share communications
- 5. <u>STAFF RECOGNITION</u> [For Review and Discussion Only] Mike Contreras, new Superintendent of Recreation
- 6. <u>REPORTS:</u> [For Review and Discussion Only]
  - a. Administrative, IT, and Marketing Report
  - b. Finance & Human Resources Report
  - c. Recreation & Facilities Report
  - d. Parks & Planning Report

contact: Laure Kosey, Executive Director at 630-645-9535.

Page 1 of 4

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## AGENDA REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS March 16, 2020 – 6:30 p.m. <u>Canterberry Room</u>

# 7. UNFINISHED BUSINESS

- a. Revisions to the Personnel Policy Manual (Approved 3/20/2017 and Amended) [Request a motion (and a second) to Approve the Revisions to the Personnel Policy Manual. **Roll Call Vote...**]
- b. Apparel Screen Printing and Embroidery Bid [Request a motion (and a second) to accept the quoted prices for apparel items as stated in the Bid Submittal Form and to approve an Agreement between the Oak Brook Park District and Next Generation Screen Printing and Embroidery, Inc., in accordance with the quoted prices not to exceed the cost of \$26,000. **Roll Call Vote...**]
- c. Ordinance 20-0316: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof [Request a motion (and a second) to Approve Ordinance 20-0316: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof. **Roll Call Vote...**]
- d. Fitness Equipment Lease [Request a motion (and a second) to approve the Government Obligation Contract with National Cooperative Leasing for the lease-purchase of fitness equipment in the principal amount of \$108,650.00, which the Board finds in the best interest of the Park District and to authorize President Knitter and Secretary Kosey to execute the same, subject to final review and approval of legal counsel, and all related documents. **Roll Call Vote...**]
- e. Central Park West Door and Windows Bid [Request a motion (and a second) to accept the Base Bid and Alternate Bid #1, and to reject Alternate Bid #2, from Hargrave Builders, Inc. and to approve an agreement between the Oak Brook Park District and Hargrave Builders, Inc., for a not to exceed cost of \$64,135. **Roll Call Vote...**]

Page 2 of 4

order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535. We strive to provide the *very best* in **park** and **recreational opportunities**, **facilities**, and **open lands** for **our community**.

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in

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### 8. NEW BUSINESS

- a. Budget for Fiscal Year 2020- 2021 [For Review and Discussion Only] The tentative Budget and Appropriation Ordinance 20-0420 for Fiscal Year May 1, 2020– April 30, 2021 has been placed on public display for thirty days following the publication notice in the Doings – Oak Brook Newspaper on March 19, 2020. The Budget and Appropriation Ordinance encompasses all previous reviews by the Board of Commissioners. The Public Hearing is scheduled to occur at the April 20, 2020 regular meeting of the Board of Commissioners for the purpose of receiving public comment on the Budget and Appropriation Ordinance. A Legal Notice of the Public Hearing will be published in the Doings – Oak Brook Newspaper on April 9, 2020.
- b. Renewal of the Intergovernmental Agreement Dated January 18, 2016, By and Between the Board of Education of Butler School District #53 and the Oak Brook Park District for a Before and After School Program at Brook Forest Elementary School for School Year 2020-2021 [For Review and Discussion Only]
- c. Ordinance 20-0421: Supplemental Appropriation Ordinance of the Oak Brook Park District for the Fiscal Year Beginning May 1, 2019 and ending April 30, 2020 [For Review and Discussion Only]
- d. Ordinance 20-0422: An Ordinance for Transferring Anticipated Unexpended Funds from Certain Appropriation Items to Other Items of Appropriation *[For Review and Discussion Only]*
- e. Resolution 20-0317: A Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovations Project (\*\*\*Requires Waiving the Board Rules to Approve at this Meeting.) [Request a motion and a second to waive the Board's Rules to approve at this meeting, Resolution 20-0317: A Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovation Project, in the Amount of \$16,874, for a New-Not-to-Exceed Total Project Cost of \$111,326.00. Roll Call Vote...

Then request a motion and a second to Approve Resolution 20-0317: A Resolution Authorizing and Approving a Change Order involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovation Project, in the amount of \$16,874 for a New Not-to-Exceed Total Project Cost of \$111,326.00. **Roll Call Vote...**]

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.



Page 3 of 4

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9. <u>ADJOURN TO CLOSED SESSION</u>: For the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act [Request a motion and second to adjourn the Open Session of the Regular Board Meeting and convene to the Closed Session for the purpose of discussing and approving Closed Meeting Minutes pursuant to 5 ILCS 120/2(c)(21) and for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act.

#### 10. CLOSED SESSION

- a. Discussion and Approval of Closed Meeting Minutes, January 20, 2020
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District
- 11. <u>RECONVENE TO OPEN SESSION</u> [Request a motion and a second to adjourn the Closed Session and reconvene to the Open Session of the March 16, 2020 Regular Meeting. **Roll Call Vote**.]
- 12. <u>THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK</u> <u>COMMISSIONERS WILL BE HELD ON APRIL 20, 2020</u> [Announce the next Regular Board Meeting of the Oak Brook Park District Board of Commissioners will be held on April 20, 2020 at 6:30 p.m.
- 13. <u>ADJOURNMENT</u> [Request a Motion and a second to adjourn the March 16, 2020 Board Meeting. Voice Vote: "All in favor..."]

Page 4 of 4

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.



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#### MINUTES OF THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS February 17, 2020 – 6:30 p.m. <u>Canterberry Room</u>

#### 1. <u>CALL TO ORDER THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS AND</u> <u>ROLL CALL</u>

President Knitter called the Regular Meeting of the Oak Brook Park District to order at 6:31 p.m. Commissioners Suleiman, Truedson, and President Knitter answered, "present". Commissioners Tan and Trombetta were absent. Also present were Laure Kosey, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

#### 2. OPEN FORUM

President Knitter asked if there was anyone in the audience who wished to address the Board.

No one addressed the Board.

#### 3. CONSENT AGENDA

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve taking a single omnibus vote on the Consent Agenda, as presented.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter. Nays: None Absent: Commissioner Tan and Trombetta

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve the consent agenda, as presented.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, and President Knitter. Nays: None Absent: Commissioner Tan and Trombetta

- a. APPROVAL OF FEBRUARY 17, 2020 AGENDA
- b. APPROVAL OF MINUTES
  - i. January 20, 2020 Regular Meeting Minutes
- c. APPROVAL OF FINANCIAL STATEMENT ENDING January 31, 2020
  - i. Approval of Warrant No. 632

#### 4. <u>COMMUNICATIONS/PROCLAMATIONS</u>

a. Board of Commissioners to share communications

There were no Board communications.

b. IAPD/IPRA Conference 2020 Review

Ms. Kosey discussed the highlights of the recent IAPD/IPRA conference with the Board and said it was one of the better conferences of recent years.

Commissioner Suleiman said she came back from the conference energized and with a lot of great ideas for the Park District.

# 5. STAFF RECOGNITION

a. Katie Garrett, Marketing and Communications Administrator, recipient of the IPRA "Vision Award."

The Board congratulated Ms. Garrett on receiving the IPRA "Vision Award" and a picture was taken.

Brochure Award – Second Place.

The Board congratulated Mr. Wooley on receiving the Agency Showcase Brochure Award and a picture was taken.

#### 6. <u>REPORTS:</u>

a. Administrative, IT, and Marketing Report

Laure Kosey presented her report, which can be found in the Park District records.

Ms. Kosey said she has emailed the Board her annual Board evaluation. She said all questions and concerns concerning the evaluation should be directed to President Knitter. Ms. Kosey presented the Board with a list of upcoming important dates. This list can be found in the Park District records.

Ms. Kosey noted that the Village will vote for approval of the LED lights at the Central Park North fields in March.

Ms. Kosey provided an update on recent accomplishments in the marketing department. There were no questions or comments regarding Ms. Kosey's report.

#### b. Finance & Human Resources Report

Marco Salinas presented his report, which can be found in the Park District records. Mr. Salinas noted that all labor law posters were updated at Park District facilities and minor updates and modifications were made to the personnel manual. Mr. Salinas reviewed the three fund balances, fund transfers and debt service for upcoming projects.

There were no questions or comments regarding Mr. Salinas's report.

c. Recreation & Facilities Report

Dave Thommes presented his report, which can be found in the Park District records.

Mr. Thommes said that work continues at the Central Park West facility and the project remains on schedule. He did note that he will be rebidding the windows and door projects at Central Park West as the bids received came in too high. He said he has readjusted the bid specifications and hopes to have the project completed in April or early May.

President Knitter asked if staff is concerned about the recent leak that occurred in the pool as there was also a leak last year. She questions whether it is a sign of a bigger problem.

Pool staff present in the audience said like last year, a patch repair was made and will be more thoroughly repaired during the annual maintenance project when the pool is drained. Staff said that they do not believe there is any cause for concern.

Commissioner Tan entered the meeting at 6:48 P.M.

There were no further questions or comments regarding Mr. Thommes's report.

d. Parks & Planning Report

Bob Johnson presented his report, which can be found in the Park District records.

Mr. Johnson said the LED lights of the retrofits at the fields in Central Park should be arriving this week. He said he is waiting for the electrical permit from the Village to begin the installation of these lights and he hopes to begin in early March.

Mr. Johnson said he is still working on obtaining the permits for the Central Park North property with the Village. He said he has addressed their concerns and resubmitted the paperwork and noted that it is very common for village engineers to have a lot of concerns with initial paperwork. He said he hopes to go out to bid for the project in early March.

There were no questions or comments regarding Mr. Johnson's report.

#### 7. UNFINISHED BUSINESS

a. Ordinance 20-0217: An Ordinance Transferring Funds to and From Several Park District Funds

Motion: Commissioner Truedson made a motion, seconded by Commissioner Suleiman, to approve Ordinance 20-0217: An Ordinance transferring funds to and from several Park District funds.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

 Ordinance No.20-0218: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve Ordinance 20-0218: An Ordinance Authorizing the Destruction of the Verbatim Record of Certain Closed Meetings.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

c. Market Based Salary Range Adjustment

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve the market-based salary range adjustment as presented.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

d. Park Technician and Park Specialist for 2020-2021 fiscal year

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve the budget allocation for hiring a Park Specialist and a Park Technician in fiscal year 2020-2021.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

 Resolution 20-0220: A Resolution Amending the Agreement Between the Oak Brook Park
 District and Classic Landscape, Ltd. for Turf Grass Mowing.

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve Resolution 20-0220: A Resolution Amending the Agreement Between the Oak Brook Park District and Classic Landscape, Ltd. for Turf Grass Mowing.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

f. Board of Commissioners Position Descriptions

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve the Board of Commissioner position descriptions.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

g. Agreement with Lauterbach & Amen, LLP, Certified Public Accountants, to provide auditing services to the Oak Brook Park District for the fiscal years ended April 30, 2020, April 30, 2021 and April 30, 2022.

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan to approve the Agreement with Lauterbach & Amen, LLP, Certified Public Accountants, to provide auditing services to the Oak Brook Park District for the fiscal years ending April 30, 2020, April 30, 2021, and April 30, 2022.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

h. Resolution 20-0219: A Resolution Regarding the Review of Minutes for Closed Meetings January 1989 through December 31, 2019

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve Resolution 20-0219: A Resolution regarding the review of minutes for closed meetings from January 1989 through December 31, 2020.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

#### 8. NEW BUSINESS

a. Revisions to the Personnel Policy Manual (Approved 3/20/2017 and Amended)

This issue was presented for review and discussion only.

Ms. Kosey reviewed the revisions with the Board and noted that they are just a few minor changes.

There were no questions or comments regarding this matter.

b. Apparel Screen Printing and Embroidery Bid

This issue was presented for review and discussion only.

Ms. Kosey said this is a routine bid for this service and is done every three years.

There were no questions or comments regarding this matter.

c. Autumn Oaks Project Bid

This issue was presented for review and discussion only.

Mr. Johnson reviewed the bid with the Board.

There were no questions or comments regarding this matter.

d. Upland Design Group Contract for Professional Services (\*\*\*Requires Waiving the Board's Rules to Approve at this Meeting.)

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to waive the Board's Rules to approve, at this meeting, the Upland Design Group Contract for professional services for a cost not-to-exceed \$33,080.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to approve the Upland Design Group Contract for professional services for a cost not-to-exceed \$33,080.

Ms. Kosey said she terminated the contract with Wight & Co. and is now going with Upland Design Group whose quote came in at roughly the same price. Ms. Kosey said she hopes that working with Upland will go much better than it did with Wight & Co.

There was no further discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

e. Ordinance 20-0316: An Ordinance Declaring Surplus Personal Property and Authorizing the Sale or Conveyance Thereof

This issue was presented for review and discussion only.

Ms. Kosey noted that this is an annual event.

There were no questions or comments regarding this matter.

f. Fitness Equipment Lease

This issue was presented for review and discussion only.

Mr. Thommes said the lease will be for 20 new pieces of equipment that will offer upgraded technology. He said there will also be new and additional televisions added to the Fitness Center.

There were no questions or comments regarding this matter.

#### 9. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON MARCH 16, 2020

President Knitter announced the next Regular Meeting of The Oak Brook Park District Board of Park Commissioners will be held on March 16, 2020, 6:30 P.M.

#### 10. ADJOURNMENT

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to adjourn the February 17, 2020, regular meeting at the hour of 7:02 p.m.

There was no discussion, and the motion pass by voice vote.

Laure Kosey, Executive Director

#### MINUTES OF THE SPECIAL MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS February 17, 2020 – 6:30 p.m. <u>Canterberry Room</u>

# 1. <u>CALL TO ORDER THE SPECIAL MEETING OF THE BOARD OF COMMISSIONERS AND ROLL</u>

President Knitter called the Special Meeting of the Oak Brook Park District to order at 7:07 p.m. Commissioners Suleiman, Truedson, Tan and President Knitter answered, "present". Commissioner Trombetta was absent. Also present were Laure Kosey, Executive Director, Marco Salinas, Chief Financial Officer, Dave Thommes, Deputy Director, and Bob Johnson, Director of Parks and Planning.

#### 2. APPROVAL OF THE FEBRUARY 17, 2020 AGENDA OF THE SPECIAL MEETING

Motion: Commissioner Tan made a motion, seconded by Commissioner Truedson, to approve the February 17, 2020, agenda for the special meeting.

There was no discussion, and the motion pass by roll call vote.

Ayes: Commissioners Suleiman, Truedson, Tan and President Knitter. Nays: None Absent: Commissioner Trombetta

#### 3. OPEN FORUM

None.

#### 4. SPECIAL MEETING BUSINESS

a) Discussion of the Five-Year Capital Improvement Plan and Requested Fiscal Year 2020/2021 Operating Budget

Marco Salinas presented the budget for the Fiscal Year 2020/2021 Operating Budget and the Five-Year Capital Improvement Plan.

Mr. Salinas said there are two unknowns in this year's proposed budget: the true impact of the new minimum wage law requirements and the expanded management of the Sports Core.

The Board asked for clarification of various line items within the proposed budget.

Ms. Kosey said staff is researching the possibility of installing solar panels at the Recreation Center when the roof is replaced next year. She noted that there are many grants available for solar panel installation.

Commissioner Suleiman suggested that the IT budget should be increased in the 5-Year Capital Project Plan. She said technology innovation as it relates to Park District services was evident at this year's conference with registration moving more and more away from email and going towards text and kiosk registration capabilities.

Commissioner Suleiman suggested staff budget for intense marketing since Lifetime Fitness and a natatorium will soon open in the area.

President Knitter suggested possibly offering specials for two-year and three-year memberships in order to try to keep swimmers and fitness center users at the Park District.

President Knitter asked for an update on sponsorships for the new year.

Ms. Kosey said she does not have a specific number on hand, but said we are budgeting for a similar number as last year.

In regard to the Sports Core management, Commissioner Truedson said several residents expressed their anger at the last Village meeting with Melissa Martin, who is an accounting professor, expressing her concerns about the financial impact it will have on the Village.

Ms. Kosey said Ms. Martin was misinformed on the financial portion of the agreement.

Commissioner Tan said Ms. Martin's concerns were based on fixed expenses that the Village has including depreciation and upkeep. Commissioner Tan said in the end, this new management agreement should benefit the residents of Oak Brook.

Commissioner Tan said the concern is that residents who use the Bath & Tennis Club believe that it is their private club, and if you have non-residents buy memberships, there will be blowback from these residents.

Commissioner Truedson said it is a very small number of residents that use the Bath & Tennis Club and that most residents he has talked to believe it is a waste of money to benefit so few.

There was a brief review of the remaining smaller funds in the budget.

President Knitter commended staff for their hard work in drafting the budget and getting it where the Park District needs to be when considering the new minimum wage requirements.

#### 5. THE NEXT REGULAR MEETING WILL BE HELD ON MARCH 16, 2020, 6:30 p.m.

President Knitter announced the next Regular Meeting of The Oak Brook Park District Board of Park Commissioners will be held on March 16, 2020, 6:30 p.m.

#### 6. ADJOURNMENT

Motion: Commissioner Truedson made a motion, seconded by Commissioner Tan, to adjourn the February 17, 2020 special meeting at the hour of 8:07 p.m.

There was no discussion, and the motion pass by voice vote.

Laure Kosey, Executive Director

# Oak Brook Park District General Fund Revenue and Expenditure Summary - Unaudited Fiscal Year-to-Date Activity through February 28, 2020 and 2019 83.33% completed (10 out of 12 months)

										Н	lighlighted it	ems reflect more t	han 10%
	Fiscal Y	'ear 2019/202	0- Hig	hlighted it	ems	reflect m	ore than 8.3	3%				change	
	<b>.</b>						v <b>-</b> -		Y-T-D Actual,		Fiscal Year	2019/2020 Y-T-D	
	Original Annual	February 2020	Vaa	r-To-Date			Year-To-Da Actual +		as a % of Original Annual		2018/2019 ear-To-Date	Actual Higher/ (Lower) than	Percent
	Budget	Actual		Actual	Enc	umbered	Encumbere		Budget		Actual	2018/2019 Y-T-D	
REVENUES	8		-										
Administration	\$-	\$-	\$	-	\$	-	\$	-	N/A	\$	-	\$-	N/A
Finance													
Property Taxes	1,511,116	111	1	1,497,630		-	1,497,63	30	99.1%		1,378,661	118,969	8.6%
Personal Prop. Repl. Taxes	86,504	-		89,564		-	89,50	54	103.5%		61,788	27,776	45.0%
Investment Income	12,500	910		9,585		-	9,58	35	76.7%		9,624	(39)	-0.4%
Other	21,500	1,347		15,657		-	15,6	57	72.8%		16,815	(1,158)	-6.9%
Central Park North	16,000	-		25,734		-	25,73	34	160.8%		-	25,734	N/A
Central Park	115,450	424		134,242		-	134,24	42	116.3%		97,654	36,588	37.5%
Dean Property	-	-		-		-		-	N/A		3,000	(3,000)	-100.0%
<b>Building-Recreation Center</b>	946,320	44,389		716,316		-	716,3	16	75.7%		713,574	2,741	0.4%
Central Park West	85,000	933		50,401		-	50,40	01	59.3%		58,104	(7,703)	-13.3%
TOTAL REVENUES	\$ 2,794,390	\$ 48,114	\$ <b>2</b>	2,539,130	\$	-	\$ 2,539,13	0	90.9%	\$	2,339,221	\$ 199,909	8.5%
<b>EXPENDITURES</b>													
Administration	\$ 467,670	\$ 29,574	\$	351,017	\$	1,096	\$ 352,12	13	75.1%	\$	347,781	\$ 3,236	0.9%
Finance	493,901	41,737		331,208		8,807	340,01	.5	67.1%		331,232	(24)	0.0%
Central Park North	15,800	38		13,988		1,257	77	0	88.5%		-	13,988	N/A
Central Park	622,485	33,364		492,346		13,131	505,47	7	79.1%		457,214	35,132	7.7%
Saddlebrook Park	24,500	-		18,315		316	18,63	81	74.8%		14,602	3,713	25.4%
Forest Glen Park	29,650	446		17,101		245	17,34	6	57.7%		21,685	(4,585)	-21.1%
Chillem Park	8,750	-		4,746		92	4,83	8	54.2%		4,645	101	2.2%
Dean Property	15,212	-		10,106		133	10,23	9	66.4%		7,287	2,820	38.7%
Professional Services	52,200	11,642		57,405		1,500	58,90	)5	110.0%		34,390	23,015	66.9%
Contracts- Maint. DNS	26,000	-		17,403		-	17,40	)3	66.9%		5,451	11,952	219.3%
<b>Building-Recreation Center</b>	956,460	57,502		680,602		31,025	711,62	.7	71.2%		678,170	2,431	0.4%
Central Park West	73,667	2,874		42,597		1,150	43,74	17	57.8%	_	33,818	8,779	26.0%
TOTAL EXPENDITURES	\$ 2,786,294	\$ 177,175	\$ <b>2</b>	2,036,834	\$	58,753	\$ 2,081,11	.1	73.1%	\$	1,936,276	\$ 100,558	5.2%
TRANSFERS OUT	\$ 326,575	\$ 326,575	\$	326,575	\$	-	\$ 326,57	75	100.0%	\$	150,000	\$ 176,575	N/A
TOTAL EXPENDITURES	\$ 3,112,869	\$ 503,750	\$ 2	2.363.408	Ś	58,753	\$ 2,407,68	86	75.9%	4	2,086,276	\$ 277,133	13.3%
AND TRANSFERS OUT	÷ •,== <b>=</b> ,000			.,,	7		÷ _,,			Ľ	_,,2,2,3	- 277,200	
REVENUES OVER (UNDER) EXPENDITURES	\$ (318,479)	\$ (455,636)	\$	175,721	\$	(58,753)	\$ 131,44	4	-55.2%	\$	252,945	\$ (77,224)	-30.5%
AND TRANSFERS OUT			• 		·	. , 1				Ľ	,		

**Note>** Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

# Oak Brook Park District Recreation Fund Revenue and Expenditure Summary - Unaudited Fiscal Year-to-Date Activity through February 28, 2020 and 2019 83.33% completed (10 out of 12 months)

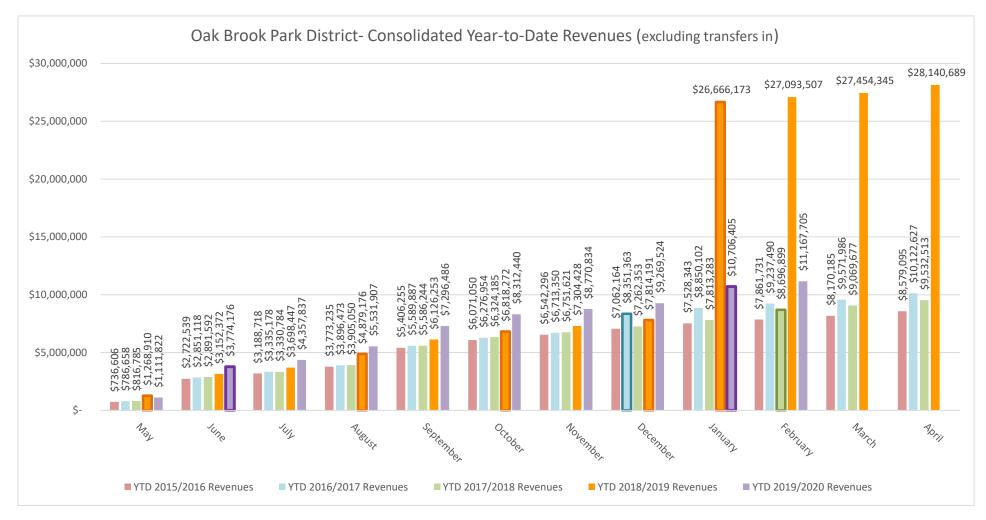
							Highlighted	items reflect more	than 10%
	Fiscal	Year 2019/20	20- Highlighted	items reflect m	ore than 8.33%		Ficeal Veer	change 2019/2020 Y-T-D	
	Original	February			Year-To-Date	Y-T-D Actual, as a % of	Fiscal Year 2018/2019	Actual Higher/	
	Annual	2020	Year-To-Date		Actual +	Original	Year-To-Date	•	Percent
	Budget	Actual	Actual	Encumbered	Encumbered	Annual Budget	Actual	2018/2019 Y-T-D	Change
<u>REVENUES</u>									
Administration									
Property Taxes	\$ 894,120	\$ 66	\$ 886,321	\$-	\$ 886,321	99.1%	\$ 890,500	\$ (4,179)	-0.5%
Personal Prop. Repl. Taxes	27,233	-	28,196	-	28,196	103.5%	19,452	8,744	45.0%
Investment Income	17,500	958	14,265	-	14,265	81.5%	14,076	189	1.3%
Other	2,100	197	1,389	-	1,389	66.1%	1,432	(43)	-3.0%
Fitness Center	824,288	71,623	700,517	-	700,517	85.0%	693,775	6,742	1.0%
Aquatic Center	487,200	41,054	405,830	-	405,830	83.3%	420,022	(14,192)	-3.4%
Aquatic Recreation Prog.	573,646	28,070	515,970	-	515,970	89.9%	488,767	27,203	5.6%
Children's Programs	108,469	4,254	107,081	-	107,081	98.7%	100,559	6,521	6.5%
Preschool Programs	275,956	20,291	204,033	-	204,033	73.9%	218,789	(14,757)	-6.7%
Youth Programs	191,733	3,260	221,157	-	221,157	115.3%	192,014	29,143	15.2%
Adult Programs	50,280	1,804	44,511	-	44,511	88.5%	48,256	(3,745)	-7.8%
Pioneer Programs	73,700	2,264	63,651	-	63,651	86.4%	62,748	903	1.4%
Special Events and Trips	97,245	(524)	96,843	-	96,843	99.6%	96,243	600	0.6%
Marketing	49,000	4,650	83,208	-	83,208	169.8%	57,433	25,775	44.9%
TOTAL REVENUES	\$ 3,672,469	\$ 177,968	\$ 3,372,970	\$ -	\$ 3,372,970	91.8%	\$ 3,304,066	\$ 68,904	2.1%
<b>EXPENDITURES</b>									
Administration	\$ 847,508	\$ 44,150	\$ 583,561	\$ 14,708	\$ 598,269	68.9%	\$ 570,413	\$ 13,148	2.3%
Fitness Center	660,790	32,339	505,607	16,228	521,835	76.5%	505,965	(357)	-0.1%
Aquatic Center	807,631	50,204	598,611	28,281	626,891	74.1%	583,443	15,168	2.6%
Aquatic Recreation Prog.	286,016	17,942	194,732	-	194,732	68.1%	195,701	(969)	-0.5%
Children's Programs	84,865	7,143	62,681	7,331	70,012	73.9%	58,887	3,794	6.4%
Preschool Programs	238,979	15,326	152,698	1,508	154,206	63.9%	158,562	(5,864)	-3.7%
Youth Programs	141,793	2,721	107,684	1,200	108,884	75.9%	102,267	5,417	5.3%
Adult Programs	44,389	2,042	26,833	8,157	34,990	60.5%	30,515	(3,682)	-12.1%
Pioneer Programs	71,334	-	47,893	7,916	55,809	67.1%	47,415	478	1.0%
Special Events and Trips	81,940	(3,352)	63,309	1,865	65,174	77.3%	64,361	(1,053)	-1.6%
Marketing	363,335	21,854	236,087	22,072	258,158	65.0%	232,734	3,353	1.4%
Capital Outlay	220,000	1,305	102,751	33,770	136,521	46.7%	287,699	(184,948)	-64.3%
TOTAL EXPENDITURES	\$ 3,848,579	\$ 191,673	\$ 2,682,446	\$ 143,035	\$ 2,825,481	69.7%	\$ 2,837,961	\$ (155,515)	-5.5%
TRANSFERS OUT	\$ 81,011	\$ 81,011	\$ 81,011	Ş -	\$ 81,011	100.0%	\$ 81,011	\$ 0	N/A
TOTAL EXPENDITURES	A a aaa	A	Å a =co	A 470 00-				A (	
AND TRANSFERS OUT	\$ 3,929,590	\$ 272,684	\$ 2,763,457	\$ 143,035	\$ 2,906,492	70.3%	\$ 2,918,972	\$ (155,515)	-5.3%
REVENUES OVER	\$ (257,120)	\$ (94,717)	\$ 609.513	\$ (143,035)	\$ 466,478	-237.1%	\$ 385,094	\$ 224,419	58.3%
(UNDER) EXPENDITURES				. (,	,	/			

**Note>** Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.

# Oak Brook Park District Tennis Center (Recreational Facilities Fund) Revenue and Expense Summary - Unaudited Fiscal Year-to-Date Activity through February 28, 2020 and 2019 83.33% completed (10 out of 12 months)

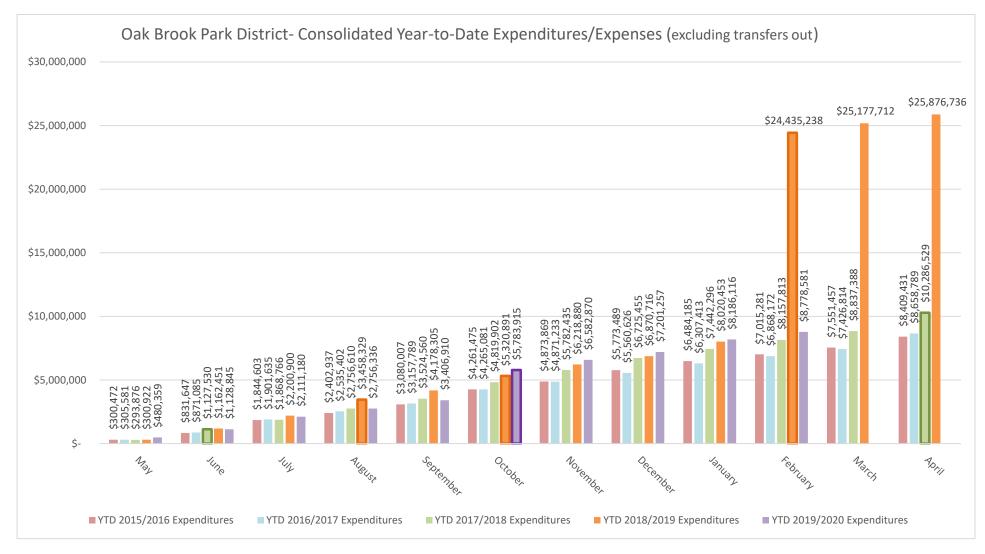
												Н	ighlighted i	tem	s reflect more t	han 10%
	Fiscal Year 2019/2020- Highlighted items reflect more than 8.33% variance								change							
		<b>.</b>								Year-To-	Y-T-D Actual,		iscal Year		.9/2020 Y-T-D	
		Original		February	.,					Date	as a % of		018/2019		tual Higher/	<u> </u>
		Annual		2020 Actual	Year-To-Date		E۳	cumbered		Actual + cumbered	Original Annual			e (Lower) than 2018/2019 Y-T-D		Percent
		Budget		Actual		Actual	EN	cumbered	En	cumbered	Budget	-	Actual	201	.8/2019 1-1-D	Change
<u>REVENUES</u>			-	4 600		40.067				40.067	105 101		45 500			00.00/
Administration	\$	18,000	Ş	1,683	Ş	18,967	Ş	-	\$	18,967	105.4%	\$	15,528	Ş	3,439	22.2%
<b>Building- Racquet Club</b>		500		-		479		-		479	95.9%		66		413	N/A
Programs- Racquet Club		1,688,500		224,716		1,812,147		-		1,812,147	107.3%		1,755,405		56,742	3.2%
TOTAL REVENUES	\$ 2	1,707,000	\$	226,399	\$	1,831,593	\$	-	\$	1,831,593	107.3%	\$	1,770,999	\$	60,594	3.4%
<b>EXPENSES</b>																
Administration	\$	708,843	\$	39,704	\$	455,332	\$	4,518	\$	459,850	64.2%	\$	445,434	\$	9,898	2.2%
Building- Racquet Club		365,010		15,197		217,878		19,471		237,349	59.7%		236,614		(18,736)	-7.9%
Programs- Racquet Club		694,500		52,778		492,406		753		493,159	70.9%		475,336		17,070	3.6%
Capital Outlay		260,000		683		259,127		28,040		287,167	99.7%		142,652		116,475	81.7%
TOTAL EXPENSES	\$ 2	2,028,353	\$	108,363	\$	1,424,742	\$	52,783	\$	1,477,525	70.2%	\$	1,300,036	\$	124,706	9.6%
REVENUES OVER (UNDER) EXPENSES	\$	(321,353)	\$	118,036	\$	406,851	\$	(52,783)	\$	354,068	-126.6%	\$	470,963	\$	(64,112)	-13.6%

**Note>** Fiscal year 2019/2020 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing current fiscal year to prior fiscal year, highlighted items reflect a variance of +/-10.00% or greater.



#### **NOTES**

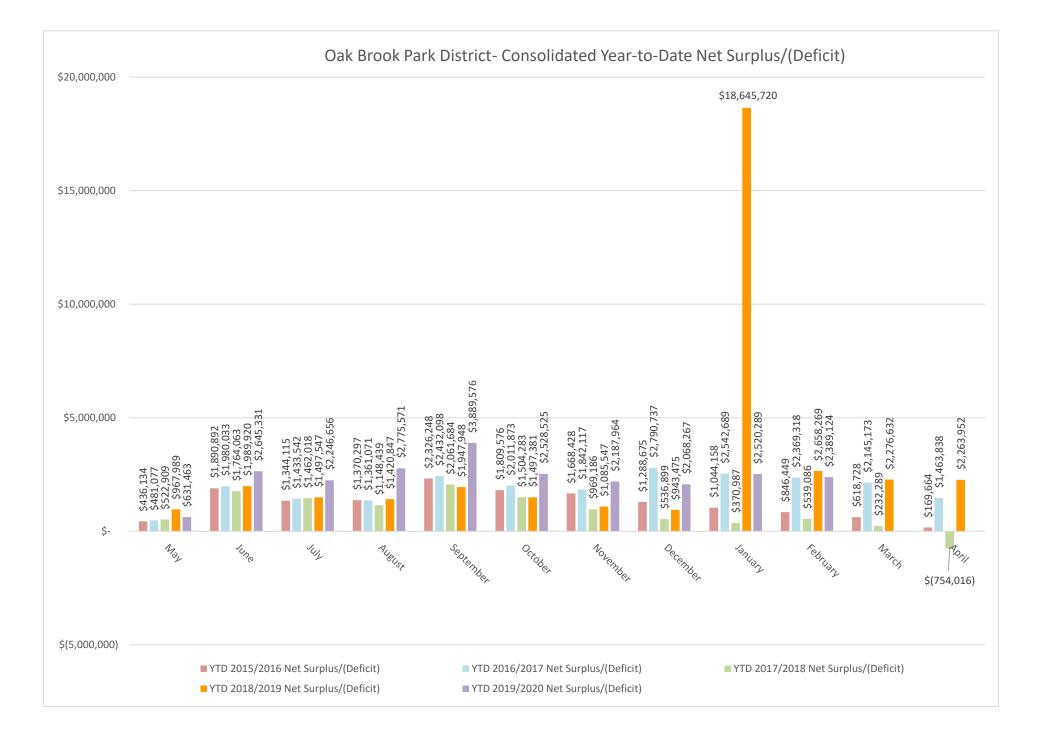
- 2016/2017: In December 2016 we recorded \$1,163,610 in bond proceeds in the Capital Projects Fund. This is the primary reason for the large increase in YTD revenues during FY 2016/2017.
- 2017/2018: In February 2018 we recorded \$500,000 in debt certificate proceeds in the Capital Projects Fund and such proceeds are being used to fund the construction of the universal playground. This is one reason for the large increase in YTD revenues.
- 2018/2019: Historically, we have received the largest portions of our property taxes in June and September. In FY 2018/2019 we received approximately \$418,000 in property taxes in May and another \$522,000 in August; a month earlier than usual. In addition, this fiscal year is benefitting from approximately \$229,000 in new revenues related to our management of the Village's aquatic center. Tennis group lesson revenue is also significantly higher than prior year. In January 2019 the District received approximately \$18.1 million in bond proceeds to be used for the purchase of 34 acres of land.
- 2019/2020: The large increase in YTD revenues beginning in June 2019 is attributed to the increase in property tax receipts in our Debt Service Fund for the repayment of our 2019 "referendum" bonds. The 1st payment on these bonds is scheduled for October 30, 2019. In January 2020, we recorded \$450,000 in proceeds from the issuance of our 2020 debt certificates plus another \$500,000 in proceeds from a promissory note. These proceeds to fund various outdoor lighting upgrades.



#### **NOTES**

2017/2018: During June 2017 and 2018 the Park District recognized three payroll disbursements when compared to two disbursements in June of 2015 & 2016. This is one of the reasons for the increased Y-T-D expenditures in June 2017 and 2018 over the same period in 2016 and 2015. The increased expenditures as of April 30, 2018 are primarily due to increased capital expenditures in our Capital Projects Fund (family locker room) and Tennis Center (HVAC upgrade, reflective ceiling). 2018/2019: The large increase in expenditures during August 2018 is due to the additional capital costs incurred for our Central Park improvement project. During that month we recognized \$502,035 in capital costs which brings the YTD total to \$936,997. In the prior year we had only recognized \$43,525 in capital costs as of the end of August 2017. Additionally, this fiscal year includes new expenditures related to our management of the Village's aquatic center. In February 2019 the District recorded \$15.8 million in capital expenditures for the purchase of 34 acres of land.

2019/2020: During October 2019, we made a \$1,226,621 payment on our 2019 G.O. bonds as well as a \$334,605 payment on our 2016/2012 G.O. bonds.





# OAK BROOK PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT FEBRUARY, 2020

		ſ	URRENT MONTH ACTUAL	Y-T	-D ACTUAL		ANNUAL BUDGET
FUND NAME							
GENERAL CORF		•	10.111	•	0 500 400	•	
	REVENUE	\$	48,114	\$	2,539,130	\$	2,794,390
	EXPENSES	<u>\$</u> \$	503,750	\$	2,363,409	\$ \$	3,112,869
	SURPLUS/(DEFICIT)	\$	(455,636)	\$	175,721	\$	(318,479)
RECREATION FU	JND						
	REVENUE	\$	177,968	\$	3,372,970	\$	3,672,469
	EXPENSES	\$ \$	272,684	\$	2,763,457	\$	3,929,590
	SURPLUS/(DEFICIT)	\$	(94,717)		609,513	\$	(257,120)
IMRF FUND	REVENUE	\$	69	\$	174,786	\$	174,687
	EXPENSES	\$	14,863	\$	150,382	\$	200,000
	SURPLUS/(DEFICIT)	\$	(14,794)		24,404	\$	(25,313)
LIABILITY INSUF	ANCE FUND						
	REVENUE	\$	40	\$	179,792	\$	180,816
	EXPENSES	\$ \$ \$	2,834	\$	137,435	\$	162,207
	SURPLUS/(DEFICIT)	\$	(2,794)	\$	42,356	\$	18,608
AUDIT FUND							
/ OBIT TOND	REVENUE	\$	18	\$	192	\$	250
	EXPENSES	\$	-	\$	13,013	\$	13,113
	SURPLUS/(DEFICIT)	\$ \$	18	\$	(12,821)		(12,863)
DEBT SERVICE	FUND						
	REVENUE	\$	107,731	\$	1,641,693	\$	1,978,533
	EXPENSES	\$	-	\$	1,568,299	\$	1,977,969
	SURPLUS/(DEFICIT)	\$	107,731	\$	73,394	\$	564



# OAK BROOK PARK DISTRICT SUMMARIZED REVENUE & EXPENSE REPORT FEBRUARY, 2020

FUND NAME		Μ	RRENT ONTH CTUAL	Y-1	ſ-D ACTUAL		ANNUAL BUDGET
	FACILITIES FUND						
(TENNIS CENTER		\$	226,399	\$	1,831,593	\$	1,707,000
		\$	108,363	Ψ \$	1,424,742	\$	2,028,353
	SURPLUS/(DEFICIT)	\$	118,036	\$	406,851	\$	(321,353)
SPORTS CORE F	UND						
		\$	2,559	\$	172,626	\$	222,929
	EXPENSES	\$	2,210	\$	172,197	\$	221,223
	SURPLUS/(DEFICIT)	\$	349	\$	429	\$	1,705
SPECIAL RECRE	ATION FUND						
	REVENUE	\$	18	\$	116,383	\$	130,321
		\$	3,457	\$	104,458	\$	117,200
	SURPLUS/(DEFICIT)	\$	(3,440)	\$	11,924	\$	13,121
CAPITAL PROJE	CT FUND						
	REVENUE	\$	300,951	\$	1,265,053	\$	317,000
	EXPENSES _	\$ \$	52,651	\$	272,025	\$	756,000
	SURPLUS/(DEFICIT)	\$	248,300	\$	993,029	\$	(439,000)
SOCIAL SECURI							
	REVENUE	\$	65	\$	281,072	\$	282,469
	EXPENSES	\$ \$	18,959	\$	216,749	\$	266,563
	SURPLUS/(DEFICIT)	\$	(18,895)	\$	64,323	\$	15,906
	SUMMARY	<b>^</b>		•		•	
		\$	863,932	\$	11,575,290	\$	11,460,863
	EXPENSES	\$ \$	979,772 (115,840)	\$ \$	9,186,166 2,389,124	\$ \$	12,785,087 (1,324,224)
	SURFLUS/(DEFICIT)	φ	(113,040)	φ	2,309,124	φ	(1,324,224)

CONSOLIDAT	D AGENCY TREASURER'S REPORT							
FEBRUARY, 2020								
	CONSOLIDATED							
	TOTALS							
REVENUES								
Property Taxes	\$ 34							
Back Taxes	-							
Replacement Taxes	-							
Recreation Program Fees	253,06							
Rec/Fitness Center Fees	71,62							
Rec/Aquatic Center Fees	69,12							
Sports Core - Bath & Ten	s 2,55							
FRC/Building Rental Fees	22,67							
Theme Party Rental Fees	1,01							
Recreation Center Fees	20,70							
CPW Building Rentals	93							
Field Rentals Central Par	42							
Field Rentals Central Par	North -							
Interest	4,28							
Grant Proceeds	-							
Debt Certificate Proceed	-							
Transfers	407,58							
Donations	-							
Sponsorship	7,65							
Miscellaneous	1,95							
TOTAL- REVENUES	\$ 863,93							
DISBURSEMENTS	X							
Warrant No.632	\$ 584,69							
February Payroll	395,08							
TOTAL DISBURSEMENTS	\$ 979,77							

#### **Oak Brook Park District Consolidated Agency Balance Sheet** as of February 29, 2020

ASSETS

	Consolidated Totals
Current Assets	<b>.</b>
Cash and Investments	\$ 9,438,849
Receivables - Net of Allowances	-
Property Taxes	4,671,112
Accounts	496,435
Due from Other Funds	-
Prepaids	7,054
Inventories	16,089
Total Current Assets	\$ 14,629,540
Noncurrent Assets	
Capital Assets	
Nondepreciable	40,475
Construction in Process	-
Depreciable	4,788,320
Accumulated Depreciation	(3,187,312)
Total Noncurrent Assets	1,641,483
Total Assets	16,271,023

DEFERRED C	OUTFLOWS OF RESOURCES
Deferred Items-IMRF	180,242
Total Assets and Deferred outflows of Resources	16,451,265
<u></u>	ABILITIES
Accounts Payable	33,090
Accrued Payroll	13,796
Unearned Revenue	844,207
Due To Other Funds	-
Compensated Absences Payable	3,432

Total Liabilities	1,224,367
Total Noncurrent Liabilities	329,842
Total OPEB Liability - RBP	76,570
Net Pension Liability - IMRF	239,549
Compensated Absences Payable	13,723
Noncurrent Liabilities	

**Total Liabilities** 

894,525

	DEFERRED INFLOWS OF RESOURCES
Deferred Items - IMRF	36,643
Property Taxes	4,671,112
Total Liabilities and Deferred Inflows of Res	ources 5,932,122

#### FUND BALANCES

	4 000 004
Net Investment in Capital Assets	1,882,361
Nonspendable	4,654
Restricted	589,110
Committed	5,917,711
Unassigned	2,125,307
Total Fund Balances	10,519,143
Total Liabilities, Deferred Inflows of Resources and Fund Balances	16,451,265

	OAk	BROOK PARK DIS	STRICT		
	INVESTME	NTS AS OF FEBRU	IARY, 2020		
		AMOUNT	RATE	MATURITY	
EVERGREEN BANK	\$	5,282,455.97	0.75%	VARIES /MONEY MARKET	
EVERGREEN BANK	\$	2,125,286.82	0.65%	VARIES /INSURED CASH SWEEP	
HINSDALE BANK	\$	260,588.35	1.77%	VARIES /MONEY MARKET	
TENNIS CENTER					
FIFTH THIRD BANK	\$	354,825.26	0.40%	INTEREST-BEARING CHECKING	
TENNIS CENTER       ILLINOIS FUNDS	\$	794,148.80	1.69%	VARIES/INVESTMENT POOL	
EVERGREEN BANK CREDIT CARD ACCOUNT	\$	51,803.70			
TOTAL INVESTMENTS	\$	8,869,108.90			



# Oak Brook Park District Capital Expenditures As of February 29, 2020

Capital Project Fund       Kluber Architects & Engineers, Johnstone Supply,         FRC Ceiling Project       Robbins Schwartz       \$ 84,069.80         FRC AHU Replacement       Kluber Architects & Engineers       11,881.41         Wight & Company, Robbins Schwartz, Village of       0ak Brook       172,985.63         OSLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       448.50         Recreation Fund       SUBTOTAL BALANCE       \$ 271,385.34         Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects,       CPW Improvements       22,725.86         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtort L BALANCE       103,390.76       103,390.76         WAC, Boiler, Ceiling       Kandu Construction       24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Kandu Construction       214,800.00         Kuber Architects & Engineers, Robbins Schwartz, Kandu Construction       24	DESCRIPTION	VENDOR	FACILITY/PARK IMPROVEMENTS		
Kluber Architects & Engineers, Johnstone Supply, Robbins Schwartz       \$ 84,069.00         FRC AHU Replacement       Kluber Architects & Engineers       \$ 11,881.41         Wight & Company, Robbins Schwartz, Village of Oak Brook       172,985.63         OSLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       \$ 448.50         Recreation Fund       SUBTOTAL BALANCE       \$ 20,273.00         Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects, CPW Improvements       \$ 20,273.00         Z Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Suddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtortal BALANCE       \$ 103,390.76       \$ 103,390.76         Fernis Fund       \$ 24,800.00       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Robbins Schwartz, Robbins Schwartz, Rubins Schwartz, Rubins, Schwartz, Rubins Schwartz, Rubins, Sch		VENDOR			
FRC Ceiling Project       Robbins Schwartz       \$ 84,069.80         FRC AHU Replacement       Kluber Architects & Engineers       11,881.41         Wight & Company, Robbins Schwartz, Village of       172,985.63         OsLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       448.50         SUBTOTAL BALANCE       \$ 271,385.34         Recreation Fund       Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects,       20,000.00         CPW Improvements       Robbins Schwartz, Rental Max       22,725.86         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtrotal BALANCE       \$ 103,390.76       103,390.76         Commis Fund       C       24,800.00         Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, HVAC, Boiler, Ceiling       Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.86       259,127.04	Capital Project Fund				
FRC AHU Replacement       Kluber Architects & Engineers       11,881.41         Wight & Company, Robbins Schwartz, Village of       0ak Brook       172,985.63         OSLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       448.50         Recreation Fund       SUBTOTAL BALANCE       \$ 20,273.00         Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         GPW Improvements       Jb Professional Services, Inc, Legat Architects, Robbins Schwartz, Rental Max       22,725.86         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtorok Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtorok Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtorok Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtorok Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtorotal Balance       103,390.76       103,390.76         Chart Sourt Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engi		•			
Wight & Company, Robbins Schwartz, Village of Oak Brook       172,985.63         OSLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       448.55         SUBTOTAL BALANCE       \$ 271,385.34         Berking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects, CPW Improvements       Robbins Schwartz, Rental Max       22,725.86         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtrotal BALANCE       \$ 103,390.76       103,390.76         Milder Architects & Engineers, Robbins Schwartz, HVAC, Boiler, Ceiling       Kandu Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, HVAC, Boiler, Ceiling       211,611.24       22,715.86         Subtotal Balcance       \$ 26,912.70.4       24,800.00         Kluber Architects & Engineers, Robbins Schwartz, HVAC, Boiler, Ceiling       \$ 24,800.00       24,800.00					
Central Park North Improvements       Oak Brook       172,985.63         OSLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       448.50         SUBTOTAL BALANCE       \$ 271,385.34         Recreation Fund           Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects,       22,725.88         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         SubtrotAL BALANCE       \$ 103,390.76       103,390.76         Tennis Fund         24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       211,611.24         HVAC, Boiler, Ceiling       Kandu Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.86         SubtrotAL BALANCE       \$ 259,127.04       \$ 259,127.04	FRC AHU Replacement		11,881.41		
OSLAD Grant Audit       Lauterbach & Amen       2,000.00         Truck Purchase       Robbins Schwartz       448.50         SUBTOTAL BALANCE       \$ 271,385.34         Recreation Fund					
Truck Purchase       Robbins Schwartz       448.50         SUBTOTAL BALANCE       \$ 271,385.34         Recreation Fund       \$ 20,273.00         Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects,       \$ 20,273.00         CPW Improvements       Robbins Schwartz, Rental Max       22,725.86         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Substort Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       211,611.24         Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       22,715.86       22,715.86         Substort Back Drops       Putterman Athletics, LLC       22,715.86       259,127.04         Substort Back Drops		-			
SUBTOTAL BALANCE       \$ 271,385.34         Recreation Fund	OSLAD Grant Audit	Lauterbach & Amen	2,000.00		
Recreation Fund	Truck Purchase				
Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects, Robbins Schwartz, Rental Max       22,725.88         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Tennis Fund       103,390.76       103,390.76         VAC, Boiler, Ceiling       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.86         SUBTOTAL BALANCE       \$ 259,127.04		SUBTOTAL BALANCE	\$ 271,385.34		
Parking Lot Maintenance       Denlar, Inc, Robbins Schwartz       \$ 20,273.00         Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects, Robbins Schwartz, Rental Max       22,725.88         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Tennis Fund       103,390.76       103,390.76         VAC, Boiler, Ceiling       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.86         SUBTOTAL BALANCE       \$ 259,127.04	Recreation Fund				
Forest Glen Playground       Reese Recreation       20,000.00         JSD Professional Services, Inc, Legat Architects, Robbins Schwartz, Rental Max       22,725.88         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subbrotal Balance       103,390.76         Tennis Fund       103,390.76         Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.86         Subtotal Balance       259,127.04		Denlar, Inc. Robbins Schwartz	\$ 20.273.00		
JSD Professional Services, Inc, Legat Architects, Robbins Schwartz, Rental Max 22,725.88 2 Replacement Outdoor Basketball Hoops CPW Tulsa Hoops, inc 3,194.00 Forest Glen Asphalt Project Evans & Sons Blacktop Inc. 18,598.94 Saddelbrook Asphalt Project Evans & Sons Blacktop Inc. 18,598.94 SuBTOTAL BALANCE \$ 103,390.76 Tennis Fund U.S. Tennis Court Construction \$ 24,800.00 Kluber Architects & Engineers, Robbins Schwartz, HVAC, Boiler, Ceiling Kandu Construction \$ 211,611.24 Tennis Court Back Drops Putterman Athletics, LLC 22,715.80 SUBTOTAL BALANCE \$ 259,127.04					
CPW Improvements       Robbins Schwartz, Rental Max       22,725.88         2 Replacement Outdoor Basketball Hoops CPW       Tulsa Hoops, inc       3,194.00         Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtrot Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtrot Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtrot Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Subtrot Asphalt Project       U.S. Tennis Court Construction       \$ 103,390.76         Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         Subtrot Al BALANCE       \$ 259,127.04         Subtrot Al BALANCE       \$ 259,127.04	· · · · · · · · · · · · · · · · · · ·	JSD Professional Services, Inc. Legat Architects.			
Forest Glen Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         SUBTOTAL BALANCE       \$ 103,390.76         Tennis Fund       Image: Source Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       Image: Subtotal Balance       \$ 211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         Subtotal Balance       \$ 259,127.04	CPW Improvements		22,725.88		
Saddelbrook Asphalt Project       Evans & Sons Blacktop Inc.       18,598.94         SUBTOTAL BALANCE       \$ 103,390.76         Tennis Fund	2 Replacement Outdoor Basketball Hoops CPW	Tulsa Hoops, inc	3,194.00		
SUBTOTAL BALANCE       103,390.76         SUBTOTAL BALANCE       103,390.76         Tennis Fund       24,800.00         Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz, Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         SUBTOTAL BALANCE       \$ 259,127.04	Forest Glen Asphalt Project	Evans & Sons Blacktop Inc.	18,598.94		
SUBTOTAL BALANCE       \$ 103,390.76         Tennis Fund	Saddelbrook Asphalt Project	Evans & Sons Blacktop Inc.	18,598.94		
Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       Kluber Architects & Engineers, Robbins Schwartz,         HVAC, Boiler, Ceiling       Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         SUBTOTAL BALANCE         \$ 259,127.04			\$ 103,390.76		
Tennis Court Resurfacing       U.S. Tennis Court Construction       \$ 24,800.00         Kluber Architects & Engineers, Robbins Schwartz,       Kluber Architects & Engineers, Robbins Schwartz,         HVAC, Boiler, Ceiling       Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         SUBTOTAL BALANCE         \$ 259,127.04	Tennis Fund				
Kluber Architects & Engineers, Robbins Schwartz,         HVAC, Boiler, Ceiling       Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         SUBTOTAL BALANCE \$ 259,127.04		U.S. Tennis Court Construction	\$ 24.800.00		
HVAC, Boiler, Ceiling       Kandu Construction       211,611.24         Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         SUBTOTAL BALANCE         \$       259,127.04	· · · · · · · · · · · · · · · · · · ·	Kluber Architects & Engineers. Robbins Schwartz.	+		
Tennis Court Back Drops       Putterman Athletics, LLC       22,715.80         SUBTOTAL BALANCE       \$ 259,127.04         Image: Subscript of the second seco	HVAC, Boiler, Ceiling	5	211.611.24		
SUBTOTAL BALANCE \$ 259,127.04		Putterman Athletics. LLC			
TOTAL CAPITAL EXPENDITURES \$ 633,903.14					
IUTAL CAPITAL EXPENDITURES \$ 633,903.14			<b>*</b> 000.000.11		
		IUIAL CAPITAL EXPENDITURES	\$ 633,903.14		

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# INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

DB: Oak Brook Park

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POST DATES 02/18/2020 - 03/16/2020 BOTH JOURNALIZED AND UNJOURNALIZED

WARRANT NO.633

Inv Ref#	Vendor	WARRANT	NO.633				
		Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39623	ADVANCED DISPOSAL CHGO CENTRAL	01/31/2020	03/16/2020	649.50	649.50	Open	N
39743	ALL STAR SPORTS INSTRUCTION	03/04/2020	03/16/2020	1,325.00	1,325.00	Open	N
39720	AMERICAN HOTEL REGISTER CO.	02/04/2020	03/16/2020	95.20	95.20	Open	N
39678	ANN ROHALY	02/27/2020	03/16/2020	100.00	100.00	Open	N
39706	AQUA PURE ENTERPRISES, INC.	02/18/2020	03/16/2020	256.05	256.05	Open	N
39625	AQUASCAPE DESIGNS INC	02/19/2020	03/16/2020	990.00	990.00	Open	N
39621	BEST OFFICIALS	03/03/2020	03/16/2020	1,968.00	1,968.00	Open	N
39622	BEST OFFICIALS	03/03/2020	03/16/2020	1,092.00	1,092.00	Open	N
39686	BULTER SCHOOL DISTRICT 53	02/27/2020	03/16/2020	1,140.00	1,140.00	Open	N
39606	CARDMEMBER SERVICE	02/27/2020	03/16/2020	51.74	51.74	-	
39607	CARDMEMBER SERVICE	02/27/2020	03/16/2020	210.00	210.00	Open	N
39608	CARDMEMBER SERVICE	02/27/2020	03/16/2020	22.88		Open	N
39609	CARDMEMBER SERVICE	02/27/2020	03/16/2020		22.88	Open	N
39610	CARDMEMBER SERVICE	02/27/2020		38.51	38.51	Open	N
39611	CARDMEMBER SERVICE	02/27/2020	03/16/2020	858.00	858.00	Open	N
39612	CARDMEMBER SERVICE		03/16/2020	214.05	214.05	Open	N
39613	CARDMEMBER SERVICE	02/27/2020	03/16/2020	196.93	196.93	Open	N
39614	CARDMEMBER SERVICE	02/27/2020	03/16/2020	210.49	210.49	Open	N
39726	CARDMEMBER SERVICE	02/27/2020	01/31/2020	2,521.09	2,521.09	Open	N
39727	CARDMEMBER SERVICE	02/27/2020	03/16/2020	231.25	231.25	Open	N
39728	CARDMEMBER SERVICE	02/27/2020	03/16/2020	1,272.52	1,272.52	Open	N
39729		02/27/2020	03/16/2020	1,542.94	1,542.94	Open	N
39734	CARDMEMBER SERVICE	02/27/2020	03/16/2020	1,286.70	1,286.70	Open	N
39735*	CARDMEMBER SERVICE	02/27/2020	03/16/2020	1,007.74	1,007.74	Open	N
39736	CARDMEMBER SERVICE	02/27/2020	03/16/2020	7,047.67	7,047.67	Open	N
	CARDMEMBER SERVICE	02/27/2020	03/16/2020	727.56	727.56	Open	N
39737	CARDMEMBER SERVICE	02/27/2020	03/16/2020	1,149.95	1,149.95	Open	N
39738	CARDMEMBER SERVICE	02/27/2020	03/16/2020	996.29	996.29	Open	N
39739	CARDMEMBER SERVICE	02/27/2020	03/16/2020	2,642.62	2,642.62	Open	N
39740*	CARDMEMBER SERVICE	02/27/2020	03/16/2020	2,299.49	2,299.49	Open	N
39747	CARDMEMBER SERVICE	02/27/2020	03/16/2020	1,004.59	1,004.59	Open	N
39748	CARDMEMBER SERVICE	02/27/2020	03/16/2020	2,273.72	2,273.72	Open	N
39749	CARDMEMBER SERVICE	02/27/2020	03/16/2020	1,243.43	1,243.43	Open	N
39750	CARDMEMBER SERVICE	02/27/2020	03/16/2020	840.45	840.45	Open	N
39751	CARDMEMBER SERVICE	02/27/2020	03/16/2020	860.80	860.80	Open	N
39752	CARDMEMBER SERVICE	02/27/2020	03/16/2020	299.00	299.00	Open	N
39695	CEMCON LTD	03/02/2020	03/16/2020	1,327.39	1,327.39		
39662	CLIMATEZONE HEATING & AIR CONDITI	01/23/2020	03/16/2020	95.00	95.00	Open	N
39636	COM ED	02/03/2020	03/16/2020	29.08		Open	N
39697	COMCAST	02/01/2020	03/16/2020	595.01	29.08	Open	N
39663	DAILY HERALD	02/22/2020	03/16/2020		595.01	Open	N
39618	DIRECT ENERGY BUSINESS	02/14/2020		236.90	236.90	Open	N
39619	DIRECT ENERGY BUSINESS	02/14/2020	03/16/2020 03/16/2020	7,672.49	7,672.49	Open	N
39666	EBEL'S ACE HARDWARE #8313	02/19/2020		1,194.31	1,194.31	Open	N
39667	EBEL'S ACE HARDWARE #8313	02/19/2020	03/16/2020	16.49	16.49	Open	N
39668	EBEL'S ACE HARDWARE #8313		03/16/2020	22.12	22.12	Open	Ν
39669	EBEL'S ACE HARDWARE #8313	02/17/2020	03/16/2020	5.00	5.00	Open	N
39708	ECLIPSE SELECT SOCCER CLUB	03/01/2020 03/02/2020	03/16/2020 03/16/2020	109.75 112.00	109.75	Open	N
					112.00		

Page: 1/5

#### 03/06/2020 02:07 PM

User: mkorman

DB: Oak Brook Park

#### INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT POST DATES 02/18/2020 - 03/16/2020 BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39655	ELMHURST MEMORIAL OCCUPATIONAL	01/31/2020	03/16/2020	91.00	91.00	Open	N
39644	ENVISION HEALTHCARE INC	03/01/2020	03/16/2020	35.00	35.00	Open	N
39664	FED EX	02/26/2020	03/16/2020	92.61	92.61	Open	N
39682	FGM ARCHITECTS INC.	02/07/2020	03/16/2020	1,500.00	1,500.00	Open	N
39679	FITNESS EQUIPMENT SERVICES	02/20/2020	03/16/2020	434.00	434.00	Open	N
39719	FITNESS EQUIPMENT SERVICES	02/20/2020	03/16/2020	357.00	357.00	Open	N
39627	FLAGG CREEK WATER RECLAMATION	02/26/2020	03/16/2020	3,533.19	3,533.19	Open	N
39628	FLAGG CREEK WATER RECLAMATION	02/26/2020	03/16/2020	19.20	19.20	Open	N
39629	FLAGG CREEK WATER RECLAMATION	02/26/2020	03/16/2020	95.03	95.03	Open	N
39630	FLAGG CREEK WATER RECLAMATION	02/26/2020	03/16/2020	13.70	13.70	Open	N
39694	FLUID RUNNING LLC	03/02/2020	03/16/2020	8,883.09	8,883.09	Open	N
9660	GEORGELO PIZZA - CHICAGO, INC.	02/20/2020	03/16/2020	187.50	187.50	Open	N
9733	GEORGELO PIZZA - CHICAGO, INC.	03/05/2020	03/16/2020	187.50	187.50	-	N
39626	GYMNASIUM MATTERS LLC	02/24/2020	03/16/2020	2,760.00	2,760.00	Open	
39631	HAGG PRESS	02/21/2020	03/16/2020	1,912.00	1,912.00	Open	N
39633	HAGG PRESS	02/11/2020	03/16/2020	225.00	225.00	Open	N
39634	HAGG PRESS	02/21/2020	03/16/2020	300.00		Open	N
39635	HAGG PRESS	02/13/2020	03/16/2020	295.00	300.00	Open	N
39624	HINSDALE BANK & TRUST COMPANY	02/19/2020	03/16/2020	73,938.38	295.00	Open	N
9645	HP PRODUCTS	02/19/2020	03/16/2020		73,938.38	Open	N
9646	HP PRODUCTS	02/06/2020	03/16/2020	33.51 231.48	33.51	Open	N
9647	HP PRODUCTS	01/28/2020	03/16/2020		231.48	Open	N
9648	HP PRODUCTS	01/24/2020		113.64	113.64	Open	N
9687	HP PRODUCTS	02/03/2020	03/16/2020	68.19	68.19	Open	N
9688	HP PRODUCTS	02/13/2020	03/16/2020	1,251.32	1,251.32	Open	N
39725	HP PRODUCTS		03/16/2020	505.40	505.40	Open	N
9690	HSM - STANLEY CONVERGENT	02/18/2020	03/16/2020	2,222.64	2,222.64	Open	N
9680	HTBSCREDIT	12/01/2019	03/16/2020	3,523.32	3,523.32	Open	N
9683	HTBSCREDIT	02/20/2020	03/16/2020	42.74	42.74	Open	N
9684	HTBSCREDIT	02/18/2020	03/16/2020	9.59	9.59	Open	N
9730	HTBSCREDIT	02/17/2020	03/16/2020	457.54	457.54	Open	N
9731	HTBSCREDIT	02/19/2020	03/16/2020	9.59	9.59	Open	N
9689	INDUSTRIAL ELECTRIC	02/19/2020	03/16/2020	42.74	42.74	Open	N
9691		09/23/2019	03/16/2020	1,620.00	1,620.00	Open	N
9677	J.B METAL WORKS INC	12/01/2019	03/16/2020	1,175.00	1,175.00	Open	N
9723	JACKSON-HIRSCH, INC.	01/31/2020	03/16/2020	471.63	471.63	Open	N
9670	JAMES LEZATTE	03/03/2020	03/16/2020	307.00	307.00	Open	N
9741	JONES TRAVEL	02/28/2020	03/16/2020	775.00	775.00	Open	N
9674	KAREN SPANDIKOW	03/04/2020	03/16/2020	249.59	249.59	Open	N
	KEEPER GOALS	02/27/2020	03/16/2020	130.00	130.00	Open	Ν
9638	KIM CATRIS	02/27/2020	03/16/2020	79.04	79.04	Open	Ν
9681	KONICA MINOLTA BUSINESS	02/20/2020	03/16/2020	38.28	38.28	Open	N
9698	KONICA MINOLTA BUSINESS	02/01/2020	03/16/2020	337.75	337.75	Open	N
39699	KONICA MINOLTA PREMIER FINANCE	01/29/2020	03/16/2020	739.00	739.00	Open	N
39685	LPG MUSIC INC.	02/27/2020	03/16/2020	1,507.50	1,507.50	Open	N
39659	MASTERBLEND INTERNATIONAL LLC	01/31/2020	03/16/2020	380.00	380.00	Open	N
39675	MEDIA NUT	02/16/2020	03/16/2020	212.50	212.50	Open	N
39711	MENARDS	02/17/2020	03/16/2020	14.34	14.34	Open	N

Page: 2/5

03/06/2020 02:07 PM User: mkorman DB: Oak Brook Park

#### INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 3/5

POST DATES 02/18/2020 - 03/16/2020

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39676	MESHA BLACKWELL	03/04/2020	03/16/2020	93.00	93.00	Open	N
39620	MITY-LITE, INC.	02/11/2020	03/16/2020	2,601.46	2,601.46	Open	N
39665	NEXT GENERATION	12/19/2019	03/16/2020	164.00	164.00	Open	N
39616	NICOR GAS	02/13/2020	03/16/2020	1,763.04	1,763.04	Open	Ň
39617	NICOR GAS	02/13/2020	03/16/2020	418.69	418.69	Open	N
39704	OAKBROOK TERRACE PARK DISTRICT	.02/29/2020	03/16/2020	58.50	58.50	Open	N
39649	O'REILLY AUTO PARTS	02/10/2020	03/16/2020	6.20	6.20	Open	N
39650	O'REILLY AUTO PARTS	02/20/2020	03/16/2020	12.28	12.28	Open	N
39651	O'REILLY AUTO PARTS	02/18/2020	03/16/2020	14.99	14.99	Open	N
39744	PC CONNECTION	02/20/2020	03/16/2020	1,227.19	1,227.19	Open	N
39712	PETTY CASH-RECREATION DEPT.	03/03/2020	03/16/2020	176.22	176.22	Open	N
39641	PFEIFFER'S PEST CONTROL	01/17/2020	03/16/2020	200.00	200.00	Open	N
39705	PFEIFFER'S PEST CONTROL	02/17/2020	03/16/2020	200.00	200.00	Open	N
39615	PIONEER PRESS	02/13/2020	03/06/2020	78.00	78.00	Open	N
39637	QUENCH	03/01/2020	03/16/2020	111.24	111.24	Open	N
39642	QUEST DIAGNOSTICS	02/25/2020	03/16/2020	288.80	288.80	Open	N
39707	REVOLUTION SKATE STUDIO LLC	03/01/2020	03/16/2020	325,50	325.50	Open	N
39753	ROBBINS SCHWARTZ	02/18/2020	03/16/2020	7,741.50	7,741.50	Open	N
39754	ROBBINS SCHWARTZ	01/31/2020	03/16/2020	6,864.00	6,864.00	Open	N
39700	ROYAL PRINCESS PARTIES	02/09/2020	03/16/2020	300.00	300.00	Open	N
39701	ROYAL PRINCESS PARTIES	02/22/2020	03/16/2020	300.00	300.00	Open	N
39652	RUSSO POWER EQUIPMENT	02/12/2020	03/16/2020	183.51	183.51	Open	N
39658	SERVICE SANITATION, INC.	02/07/2020	03/16/2020	60.50	60.50	Open	N
39710	SHERWIN WILLIAMS	02/10/2020	03/16/2020	93.16	93.16	Open	N
39671	SONITROL CHICAGOLAND WEST	02/10/2020	03/16/2020	1,410.00	1,410.00	Open	N
39672	SONITROL CHICAGOLAND WEST	02/10/2020	03/16/2020	162.00	162.00	Open	N
39673	SONITROL CHICAGOLAND WEST	02/06/2020	03/16/2020	389.50	389.50	Open	N
39713	SOUTH SIDE CONTROL SUPPLY CO	02/05/2020	03/16/2020	27.53	27.53	Open	N
39714	SOUTH SIDE CONTROL SUPPLY CO	02/06/2020	03/16/2020	61.22	61.22	Open	N
39715	SOUTH SIDE CONTROL SUPPLY CO	02/10/2020	03/16/2020	368.21	368.21	Open	N
39716	SOUTH SIDE CONTROL SUPPLY CO	02/10/2020	03/16/2020	63.36	63.36	Open	N
39717	SOUTH SIDE CONTROL SUPPLY CO	01/31/2020	03/16/2020	22.03	22.03	Open	N
39718	SOUTH SIDE CONTROL SUPPLY CO	02/18/2020	03/16/2020	29.78	29.78	Open	N
39742	SOUTH SIDE CONTROL SUPPLY CO	02/18/2020	03/16/2020	647.14	647.14	Open	N
39732	SPRINT PHONE	02/29/2020	03/16/2020	17.25	17.25	Open	N
39745	STERLING NETWORK INTEGRATION	02/10/2020	03/16/2020	870.00	870.00	Open	N
39746	STERLING NETWORK INTEGRATION	02/25/2020	03/16/2020	1,667.50	1,667.50	Open	N
39654	TEE JAY SERVICE CO., INC.	02/11/2020	03/16/2020	195.00	195.00	Open	N
39661	TOTAL FIRE & SAFETY, INC.	11/19/2019	03/16/2020	302.05	302.05	Open	N
39703	TOTAL FIRE & SAFETY, INC.	11/19/2019	03/16/2020	417.65	417.65	-	
39724	TOTAL FIRE & SAFETY, INC.	02/25/2020	03/16/2020	1,420.00	1,420.00	Open Open	N
39657	TRANE U.S. INC.	02/12/2020	03/16/2020	259.00		Open	N
39702	TWO BROTHERS COFFEE ROASTERS	02/18/2020	03/16/2020	109.00	259.00	Open	N
39709	TYCO INTEGRATED SECURITY LLC	02/08/2020	03/16/2020	253.53	109.00	Open	N
39656	UMB BANK N.A.	02/10/2020	03/16/2020		253.53	Open	N
39696	UPLAND DESIGN LTD	02/29/2020	03/16/2020	318.00	318.00	Open	N
39643	VERIZON WIRELESS	02/15/2020	03/16/2020	4,000.00	4,000.00	Open	N
		02/13/2020	03/10/2020	1,136.09	1,136.09	Open	N

# 03/06/2020 02:07 PM

User: mkorman DB: Oak Brook Park

# INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 4/5

POST DATES 02/18/2020 - 03/16/2020 BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor				Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39639 39640 39653 39692 39693 39721 39722	VILLAGE OH WAREHOUSE WIGHT & CC WIGHT & CC WILSON SPC	VILLAGE OF OAK BROOK VILLAGE OF OAK BROOK WAREHOUSE DIRECT WORKPLACE WIGHT & COMPANY WIGHT & COMPANY WILSON SPORTING GOODS WILSON SPORTING GOODS		02/14/2020 01/30/2020 02/11/2020 11/30/2019 12/31/2019 02/10/2020 02/10/2020	(2020)         03/16/2020           (2020)         03/16/2020           (2019)         03/16/2020           (2019)         03/16/2020           (2019)         03/16/2020           (2020)         03/16/2020           (2020)         03/16/2020	447.03 145.00 120.75 2,000.00 200.00 167.26	447.03 145.00 120.75 2,000.00 200.00 167.26	Open Open Open Open Open Open	N N N N N N N	
<pre># of Invoices: 148 # Due: 148 # of Credit Memos: 0 # Due: 0 Net of Invoices and Credit Memos:</pre>			Tota Tota	ls:	252.26 202,249.15 0.00 202,249.15	252.26 202,249.15 0.00 202,249.15	Open	N		

\* 2 Net Invoices have Credits Totalling:

(398.28)

.03/06/2020 02:07 PM User: mkorman DB: Oak Brook Park

# INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

POST DATES 02/18/2020 - 03/16/2020

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due Status	Jrnlized
TOTALS H	BY FUND					
	01 - GENERAL CORPORATE FUND			45,181.81	45,181.81	
	02 - RECREATION FUND			46,558.60	46,558.60	
	06 - DEBT SERVICE FUND			73,938.38	73,938.38	
	07 - RECREATIONAL FACILITIES FUN	D		23,758.28	23,758.28	
	08 - SPORTS CORE	-		1,378.06	1,378.06	
	09 - SPECIAL RECREATION FUND			562.63	562.63	
	12 - CAPITAL PROJECTS FUND			10,871.39	10,871.39	
TOTALS F	BY DEPT/ACTIVITY			20/0/2100	10,011.00	
	01 - ADMINISTRATION CORPORATE			14 450 00		
	02 - FINANCE			14,453.02	14,453.02	
	04 - CENTRAL PARK NORTH			753.72	753.72	
	05 - CENTRAL PARK NORTH			130.00	130.00	
	09 - DEAN PROPERTY			6,882.07	6,882.07	
	10 - PROFESSIONAL SERVICES			96.03	96.03	
				14,234.50	14,234.50	
	15 - BUILDING/RECREATION CENTER			18,502.69	18,502.69	
	20 - CENTRAL PARK WEST			549.65	549.65	
	21 - FITNESS CENTER			4,891.54	4,891.54	
	25 - AQUATIC CENTER			11,486.02	11,486.02	
	26 - AQUATIC-RECREATION PROGRAMS			8,964.87	8,964.87	
	30 - CHILDRENS PROGRAMS			3,282.10	3,282.10	
	31 - PRESCHOOL PROGRAMS			1,891.82	1,891.82	
	32 - YOUTH PROGRAMS			1,317.03	1,317.03	
	40 - ADULT PROGRAMS			2,075.48	2,075.48	
	50 - PIONEER PROGRAMS			1,583.35	1,583.35	
	60 - SPECIAL EVENTS & TRIPS			436.49	436.49	
	71 - BUILDING/RACQUET CLUB			14,625.29	14,625.29	
	75 - TENNIS PROGRAMS			6,943.41	6,943.41	
	80 - MARKETING			3,576.16	3,576.16	
	81 - CAPITAL OUTLAY			764.14	764.14	
	94 - DEBT SERVICE FUND			73,938.38	73,938.38	
	95 - CAPITAL PROJECTS FUND			10,871.39	10,871.39	
					-	

03/06/2020 02:08 PM User: mkorman DB: Oak Brook Park

### INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

POST DATES 02/18/2020 - 03/16/2020

BOTH JOURNALIZED AND UNJOURNALIZED

PAID

Inv Ref#	Vonder	INTERI	MCHECKS				
	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status.	Jrnlized
39598	DIRECT ENERGY BUSINESS	02/07/2020	02/27/2020	16,369.56	0.00	Paid	Y
39586	HOME DEPOT CREDIT SERVICES	01/17/2020	02/21/2020	(28.31)	0.00	Paid	Ŷ
39587	HOME DEPOT CREDIT SERVICES	01/17/2020	02/21/2020	50.00	0.00	Paid	Ŷ
39588	HOME DEPOT CREDIT SERVICES	01/06/2020	02/21/2020	31.81	0.00	Paid	Ŷ
39589	HOME DEPOT CREDIT SERVICES	01/08/2020	02/21/2020	140.17	0.00	Paid	Ŷ
39590	HOME DEPOT CREDIT SERVICES	01/09/2020	02/21/2020	34.77	0.00	Paid	Ŷ
39591	HOME DEPOT CREDIT SERVICES	01/13/2020	02/21/2020	41.95	0.00	Paid	Ŷ
39592	HOME DEPOT CREDIT SERVICES	01/17/2020	02/21/2020	55.39	0.00	Paid	Ŷ
39593	HOME DEPOT CREDIT SERVICES	01/17/2020	02/21/2020	21.99	0.00	Paid	Ŷ
39594	HOME DEPOT CREDIT SERVICES	01/20/2020	-02/21/2020	66.73	0.00	Paid	Ŷ
39595	HOME DEPOT CREDIT SERVICES	01/22/2020	02/21/2020	19.91	0.00	Paid	Ŷ
39596	HOME DEPOT CREDIT SERVICES	01/27/2020	02/21/2020	146.25	0.00	Paid	Ŷ
39599	VILLAGE OF OAK BROOK	02/11/2020	03/02/2020	10,148.48	0.00	Paid	Ŷ
39600	VILLAGE OF OAK BROOK	02/11/2020	03/02/2020	10.00	0.00	Paid	Ŷ
39601	VILLAGE OF OAK BROOK	02/11/2020	03/02/2020	10.00	0.00	Paid	Ŷ
39602	VILLAGE OF OAK BROOK	02/11/2020	03/02/2020	279.76	0.00	Paid	Ŷ
39603	VILLAGE OF OAK BROOK	02/11/2020	03/02/2020	32.48	0.00	Paid	Ŷ
39604	VILLAGE OF OAK BROOK	02/11/2020	03/02/2020	10.00	0.00	Paid	Ŷ
39597	VILLAGE OF OAK BROOK	02/14/2020	02/21/2020	20.00	0.00	Paid	Ŷ
<pre># of Invoic</pre>		0 Total	ls:	27,489.25	0.00		
# of Credit	Memos: 1 # Due: 0	0 Tota		(28.31)	0.00		
Net of Invo	ices and Credit Memos:			27,460.94	0.00		
momat o							
TOTALS H							
	01 - GENERAL CORPORATE FUND			7,598.42	0.00		
	02 - RECREATION FUND			14,295.28	0.00		
	07 - RECREATIONAL FACILITIES F	UND		5,567.24	0.00		
TOTALS 1	BY DEPT/ACTIVITY						
	01 - ADMINISTRATION CORPORATE			3,832.08	0 00		
	04 - CENTRAL PARK NORTH				0.00		
	05 - CENTRAL PARK			10.00	0.00		
	07 - FOREST GLEN PARK			1,015.20	0.00		
	15 - BUILDING/RECREATION CENTE	ם		48.88	0.00		
	20 - CENTRAL PARK WEST			4,765.08	0.00		
	21 - FITNESS CENTER			1,739.26	0.00		
				3,812.08	0.00		
	25 - AQUATIC CENTER			6,671.12	0.00		
	71 - BUILDING/RACQUET CLUB			5,567.24	0.00		

Page: 1/1



# **Oak Brook Park District**

1450 Forest Gate Road Oak Brook, IL 60523

Petty Cash	Corporate
Petty Cash for	March 2020

Received By Date

Description

Account Number

er Amount

There is No Petty Cash to Report for Corporate



# **Oak Brook Park District**

1450 Forest Gate Road Oak Brook, IL 60523

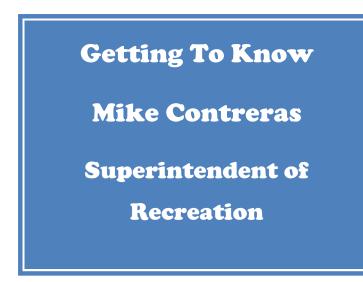
Petty Cash Recreation

Petty Cash for March 2020

<b>Received By</b> D. Thommes	Date	Description	Account Number	Amount
	02/21/2020	Preschool Supplies	02-31-765-001	\$19.56
	02/13/2020	Preschool Supplies	02-31-765-001	\$16.00
	02/20/2020	Preschool Supplies	02-31-765-001	\$2.49
	02/21/2020	Preschool Supplies	02-31-765-001	\$38.02
	02/26/2020	Preschool Supplies	02-31-765-001	\$5.00
02/27/2020	Preschool Supplies	02-31-765-001	\$9.72	
		То	al	\$90.79
K. Spandikow	02/04/2020	Workshops SPRA	02-01-690-000	\$20.00
		То	al	\$20.00
K. Catris	02/14/2020	Four Conference Meals	02-02-690-001	\$51.40
		То	al	\$51.40
L. Pizzello	02/05/2020	Target Willowbrook, Unwine Wednesday Gift Card	02-01-660-002	\$7.70
M. Korman	02/18/2020	Evergreen Bank, Costco, Jewel	02-01-660-002	\$6.33
		То	al	\$14.03

Grand Total

\$176.22



Birth date: (Month and Day): 10/14

I decided to work at the OBPD because: I love the high standards that OBPARKS sets. When you think Oak Brook Park District you think cutting edge. Acquiring the CPN fields was something I heard about through the park district world. Seeing progress on those fields less than 2 years later is very impressive.



**My favorite childhood memory is**: being part of two AAU baseball national tournaments, one in New Jersey and one in Sarasota.

The last good movie I saw: Frozen 2.

My favorite meal: Nachos.

My personal hero: my parents.

I'd love to meet: Willson Contreras.

**My favorite place to vacation is:** Disney World, **because:** I get to live the Disney experience through my kids' eyes.

My dream/goal is: To provide the very best for my family to succeed more than I did.

Three words that best describe me: friendly, big, & outgoing.

Little known fact about me: I waited 14 hours to get tickets to game 4 of the Chicago Cubs World Series!

**My most humbling experience:** Taking on the role as the CEO of the Boys and Girls Club of Dundee Township.

My greatest accomplishment is: I am the first in my family to graduate from college.



# Memo

То:	Oak Brook Park District Board of Commissioners
From:	Laure Kosey, Executive Director
Date:	March 5, 2020
Re:	February/March 2020: Communications, IT & Administration

### February Board Meeting Follow Up:

### **Personnel Policy Manual Revisions**

Revisions have been made to several policies due to state mandate as well as updating certain policies.

### March Board Meeting Discussion Points:

#### **Apparel Screen Printing and Embroidery Bid**

Staff is recommending Next Generation for our apparel printing and embroidery needs for next year with the option for an additional year. Next Generation is the most reliable and responsible bidder. We have used Next Generation in the past.

### **MG Mechanical Contracting**

A change order exceeding \$10,000 must be approved by the Board no matter if the change is an increase or a decrease in the cost of a public contract. In this case, it is a \$16,874 decrease (savings) in the contract.

### **Village Board Meeting**

Please attend the Tuesday, March 24<sup>th</sup> Village Board meeting to support the approval of LED sports lighting at the Central Park North Fields.

### IT Report:

- Security settings were reviewed on the main firewall and VPN connections. In addition to this project we are exploring using more multi-factor authentication for account logins.
- New calendars are being created in ActiveNet to show availability of baseball fields and soccer fields online. These calendars will be automatically updated in real-time so coaches can always see what is available.

### Corporate & Community Relations Report:

This is a year to date comparison for FY 2018 vs FY 2019:

	FY 2018	FY 2019
Sponsorships	\$43,515.00	\$41,340.00
Ad Space	\$23,150.00	\$27,725.00
Vendors	\$10,650.00	\$12,541.80
In-Kind Donations	\$47,620.85	\$37,780.00
Oak Brook Park District Foundation	\$47,505.38	\$16,668.69

Here are new additions that occurred in February: **Sponsorships:** \$7,000.00 Advertising: \$4,650.00 Vendors: \$0.00 In-Kind Donations: \$3,064.43 Oak Brook Park District Foundation: \$2,767.01

#### Marketing & Communications Report:

**Facebook Analytics** Total Likes: 2813 (up 78) Posts: 16 Total Reach Average: 2040 **Instagram Analytics** Total Followers: 950 (up 131) Posts: 6 Top Post Reach: 271

10 On Post

4 On Post

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1 On Post

0 Link Clicks (i)

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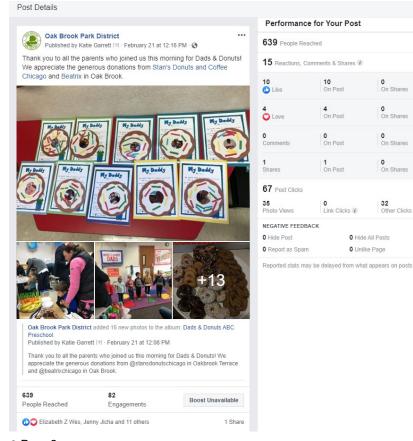
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#### **Twitter Analytics**

Total Followers: 1,044 (down 1) Posts: 7 **Top Post Impressions: 347** 



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#### obparks.org Acquisition Value

Referral Values	February 2020	February 2019
Direct:	\$75,828	\$70,151
Organic Search:	\$2,113	\$1,646
Referrals:	\$5,239	\$10,860
Email:	\$696	\$O

### obparks.org Ecommerce Overview - February

	February 2020	February 2019
Total Revenue	\$83,875	\$82,809
Transactions:	592	570
	2020	2019
Year to date total	\$163,603	\$146,703

### February 2020 Top pages

- 1. Obparks.org
- 2. Facilities/Family Aquatic Center
- 3. Facilities/Family Recreation Center
- 4. Programs/aquatics
- 5. Central Park West
- 6. Programs/Tennis Programs
- 7. Parties & Rentals
- 8. Programs/aquatics/swim lessons
- 9. Home
- 10. Facilities/Tennis Center

### February 2020 Top Products

- 1. Swim Lesson
- 2. Aqua Egg Hunt
- 3. Tae Kwon Do
- 4. Masters Swim
- 5. Basketball Skills Clinic



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# Memo

To:	Board of Commissioners and Executive Director, Laure Kosey
From:	Marco Salinas, Chief Financial Officer
Date:	March 10, 2020
Re:	February 2020 Financials

# General Fund

We have now completed ten months (83%) of our current fiscal year. Year-to-date (YTD) revenues, expenditures, and transfers out in this fund equal \$2,539,130, \$2,036,834 and \$326,575, respectively. This is resulting in a YTD net surplus of \$175,721; which is a decrease of \$77,224 (31%) over last year's YTD net surplus of \$252,945. Following is additional commentary:

- <u>Revenues-</u> Total YTD revenues are favorable against the annual budget at 91%, and have increased \$199,909 over the previous year. Property taxes and Personal Property Replacement Taxes (PPRT) account for approximately \$147,000 of this increase. We have also benefitted from a \$37K increase in field rental revenue at our Central Park, and \$26K in new rental income derived from our recently acquired Central Park North fields. On the other hand, rental income at our Central Park West (CPW) facility has decreased approximately 13%, primarily due to that facility being unavailable for rentals as a result of the ongoing capital improvements. We expect to resume rental activities at CPW in late March 2020.
- <u>Expenditures-</u> Overall expenditures are favorable against the annual budget at 73%, and are approximately \$101,000 (5%) higher than the prior year. The majority of the increase is being driven in our Central Park, Professional Services, and Central Park North departments.
- <u>Central Park</u>- Expenditures in this department have increased approximately \$35,000 over prior year. This increase is attributed to higher full and part-time wages (\$15K increase), the purchase of a field striping machine and paint supplies totaling \$11,933, the purchase of playground mulch totaling \$2,300. In September 2019, \$7,500 in crack sealing and sealcoating costs incurred for our main parking lot was also allocated to this department.
- <u>Professional Services</u>- \$30K in general counsel fees are budgeted in this department. The YTD expenditures for these services totals \$47,455 and has increased due to services received related to the Central Park lighting ordinance and standards, Central Park North capital improvements (rezoning), re-issuance of our 2012 Limited Tax bonds (501c3), agreements with the Wizards Football Club and Illinois Girls Lacrosse. In addition, they provided services over the parking lot lease and loan with the Village of Oak Brook, as well as the intergovernmental agreement over our management of the Village's sports fields, tennis courts and outdoor pool.
- <u>Dean Nature Contracts/Maintenance</u>- This department was established to account for the maintenance activity that is currently outsourced. The YTD activity represents payments to Conservation Land Stewardship (CLS) for carrying out prescribed burns, applying herbicide, performing mowing services, adding new plantings, and seeding of specific areas. Prior year's YTD expenditures were lower due to the significant delays with the billings received from CLS, which resulted in the majority of the maintenance costs being recognized later in the fiscal year (Spring of 2019).

# **Recreation Fund**

YTD revenues, expenditures, and transfers out in this fund equal \$3,372,970, \$2,682,446 and \$81,011, respectively. This is resulting in a YTD net surplus of \$609,513; which is an increase of \$224,419 (58%) over prior year's YTD net surplus of \$385,094. Following is additional commentary:

- <u>Revenues-</u> Total YTD revenues are favorable against the annual budget at 92%, and have increased \$68,904 over the previous year. The primary drivers of this increase are in our Marketing, Youth Program and Aquatic Recreation departments.
- Expenditures- Expenditures across all departments are favorable against the annual budgets and have decreased \$155,515 (6%) when compared to the prior year. The primary cause for this decrease is a \$184,948 decrease in capital expenditures. Current year's capital projects include HVAC improvements at CPW, paving at several of our satellite parks, as well as the installation of replacement playground equipment. Last year's projects included the installation of our universal playground and replacement LED lighting at our largest baseball field. In our Special Events department, we posted an adjustment to move a \$3,655.18 refund that was initially recorded as revenue, to the appropriate expenditure account. This adjustment was carried-out in order to reflect the net expenditure for the purchase of beer that was sold at our Autumn Fest event. This event was held in September 2019.
- <u>Marketing-</u> During the year, the marketing department recorded the receipt of a \$45,000 donation from the Oak Brook Park District Foundation to benefit our Universal Playground. The prior year's donation totaled \$29,533. The remaining revenue activity is derived from ad placements in our seasonal program guides and sponsorships received for various special events.

# **Recreational Facilities Fund (Tennis Center)**

YTD revenues and expenses in this fund are currently at \$1,831,593 and \$1,424,742, respectively. This is resulting in a YTD net surplus of \$406,851; which is a decrease of \$64,112 (14%) over prior year's YTD net surplus of \$470,963. Following is additional commentary:

- <u>Revenues-</u> Total YTD revenues are favorable against the annual budget at 107% and have also increased \$60,594 over prior year. Administration department revenues are being positively impacted by increased investment earnings due to having a larger cash balance on deposit with the Illinois Funds. In the Programs department, non-resident membership fees have increased approximately \$10,900 (6%) over prior year. The largest increase in revenues is with our group lessons (e.g. adult, junior, high performance, camps). Total group lesson revenue has increased from \$891,586 in the prior year, to \$987,010 in the current year. This increase is attributed to increased registration activity as many of the classes are currently at their maximum capacity. Partially offsetting these favorable revenue increases is a decrease in private lesson revenues are currently at \$188,828 and in the prior year, revenues were at \$225,340. The decrease is primarily due to the courts being at full capacity for group lessons.
- <u>Expenses-</u> Overall expenses are favorable against the annual budget at 70% and have increased \$124,706 (10%) when compared to the prior year. The primary driver of this increase is in the Capital Outlay department where expenses have increased \$116,475
- <u>Capital Outlay</u>- This year's expenses are comprised of \$24,800 in costs to have 4 indoor tennis courts color coated, \$22,716 for the installation of replacement tennis court backdrops, \$190,089 for the HVAC project, and \$21,522 for renovation of the lounge area and the replacement of ceiling tiles on the lower level.

### FINANCE OPERATIONS:

- During February 2020 finance personnel continued work on assembling the requested FY 2020/2021 budgets and identified a number of subsequent adjustments.
- The annual inter-fund transfers were recorded in our general ledger and are now reflected in the February 2020 financial statements. In addition, Finance worked with staff on identifying the necessary annual appropriation transfers.
- On March 2, 2020 we made a semi-annual payment on our 2018 debt certificates. This payment totaling \$73,938.38 will be reflected in the March 2020 financials.

### HUMAN RESOURCES:

• Linda N. researched information concerning the coronavirus and drafted guidance for staff to use in addressing concerns from staff and the public.



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# Memo

Oak Brook Park District Board of Commissioners
Dave Thommes, Deputy Director
March 9, 2020
Recreation & Facilities Report

#### **Recreation**

- Dads and Donuts took place in the preschool on Friday, Feb. 21<sup>st</sup>. Dad's enjoyed the morning with their preschooler, along with donuts and refreshments donated by Stan's Donuts and Beatrix.
- The Pioneers went on two trips in February. On Feb. 6<sup>th,</sup> 15 went to Duke Ellington's Sophisticated Ladies and on Feb. 13<sup>th,</sup> 25 went on the St. Valentine's Day Massacre Murder Mystery trip.
- Athletics is gearing up for the warm weather. Many groups have reached out to book rental space for both Central Park and Sports Core fields.

### Aquatics

- Swim lesson registrations for 2019 20 have already increased by 150 registration more than all of 2018 2019 numbers. Staff is are still anticipating another 100-200 registrations with a full session in April/May that is still accepting registrations.
- Swim team has raised approximately \$8,000 of the \$12,000 needed for a new timing system to be used at swim meets.
- Alex, Allegra and Rob attended the PDRMA Aquatic RMI on Feb 19<sup>th.</sup>
- The Family Aquatic Center will be hosting a StarGuard Elite Instructor Development Course on March 28 29<sup>th</sup>. In exchange for hosting, we get 2 free certifications.

### **Fitness**

- Pink 5k preparation is well underway. Staff is in the process of meeting with few different groups and individuals to understand why the Pink 5k is important to them. These conversations will be turned into stories used for promoting the importance of the Pink 5K.
- Well + Fit continues to be strong. People seem to enjoy the "holistic" approach to wellness.
- Cardio proposal and rewiring of fitness center has been quoted and appropriate equipment has been recommended.

### **Facilities**

- Maintenance staff completed painting projects at CPW this past month. The HVAC project was also completed.
- Quotes were received for plexiglass replacement on Splash Island. Staff is analyzing the budget to see when this can be completed.

### <u>Tennis</u>

- A new ping pong table was purchased at the Tennis Center to be used in the racquetball court.
- All indoor tennis courts were power washed.

#### **Retention Results**

19-Feb				
	Retained	Due for Renewal	Rate	
Aquatic	167	171	97.70%	
Aqua/Ten	4	4	100.00%	
Fitness	327	344	95.10%	
Fit/Aqua	185	191	96.90%	
Fit/Ten	11	12	91.70%	
Premiere	34	34	100.00%	
Yearly Total	728	756	96.30%	
EFT Aqua	708	723	97.90%	
EFT Aqua/Ten	58	67	86.60%	
EFT Fitness	1123	1140	98.50%	
EFT Fit/Aqua	639	677	94.40%	
EFT Fit/Ten	89	92	96.70%	
EFT Premiere	132	134	98.50%	
Yearly & EFT	3477	3589	96.90%	

• In February, we gained 108 members and had 15 cancellations. The reasons for cancellation are as follows:

- o Use: 11
- o Facility Change: 1
- No longer needed: 1
- o Financial: 2

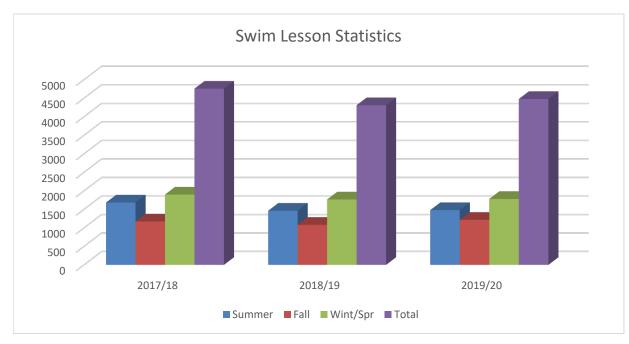


# Oak Brook Park District Aquatic Center Swim Lesson and Swim Team Statistics

Swim Lesson Statistics						
Summer Fall Wint/Spr Total						
2017/18	1685	1173	1900	4758		
2018/19	1463	1082	1767	4312		
2019/20	1481	1217	1782	4480		

	Swim Team Statistics									
	Summer	Fall	Wint/Spr	Spring Training	Stroke Clinic	Total				
2017/18	32	65	46	73	9	225				
2018/19	71	80	77	100	18	346				
2019/20	79	90	83	12**	not offered	252				

\*\*Does not begin until March 23. Registration will increase





# Oak Brook Park District Aquatic Center Aquatic Party Statistics

2020 Aquatic Party Statistics													
Total # Parties	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Splash Birthday	6	15	24	0	0	0	0	0	0	0	0	0	45
Super Splash Birthday	6	3	3	0	0	0	0	0	0	0	0	0	12
Group (by day)	4	2	5	0	0	0	0	0	0	0	0	0	11
Private (indoors only)	3	5	5	0	0	0	0	0	0	0	0	0	13
Private (indoor/outdoor combo)	0	0	0	0	0	0	0	0	0	0	0	0	0
Splash Island Birthday	0	0	0	0	0	0	0	0	0	0	0	0	0
Camp Rentals	0	1	0	0	0	0	0	0	0	0	0	0	1
Lane Rental (lap only)	2	4	0	0	0	0	0	0	0	0	0	0	6
Scout	1	2	1	0	0	0	0	0	0	0	0	0	4
Total # Parties	22	32	38	0	0	0	0	0	0	0	0	0	92
2019	37	25	44	36	46	53	52	38	20	27	37	25	440
2018	47	44	48	57	47	60	49	40	36	26	23	25	502



# Oak Brook Park District Athletic Fields Rental Report

	Athletic Field Usage 2018/2019 Fiscal Year Evergreen Bank Group Athletic Field													
Month	Мау	June	July	August	September	October	November	December	January	Feb	March	April	18/19 Actual	17/18 Actual
Hours	172	126	79	168	203	210	81	28	0	0	87	155	1,307	1,316
Revenue	\$15,258	\$9,005	\$3,813	\$12,280	\$12,714	\$15,670	\$5,880	\$3,080	\$0	\$0	\$7,465	\$16,085	101,248	\$87,638

	Athletic Field Usage 2018/2019 Fiscal Year Natural Grass Soccer Fields													
Month	Мау	June	July	August	September	October	November	December	January	Feb	March	April	18/19 Actual	17/18 Actual
Hours	91	154	131	145	195	80	0	0	0	0	0	177	971	1,119
Revenue	\$3,156	\$2,081	\$725	\$1,625	\$2,688	\$1,413	\$0	\$0	\$0	\$0	\$0	\$5,575	17,263	\$18,987

	Athletic Field Usage 2018/2019 Fiscal Year Baseball Fields													
	Мау	June	July	August	September	October	November	December	January	Feb	March	April	18/19 Actual	17/18 Actual
Hours	116	96	37	24	116	89	12	0	0	0	0	83	572	941
Revenue	\$1,740	\$595	\$100	\$75	\$200	\$800	\$475	\$0	\$0	\$0	\$0	\$1,734	5,719	\$18,160
			-				-				Grand To	tal Hours:	2849	3376

Grand Total Revenue: \$124,230 \$124,785

	Athletic Field Usage 2019/2020 Fiscal Year Evergreen Bank Group Athletic Field													
Month	Мау	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	192	190	153	142	192	178	69	32	0	13.5			1,160	1,065
Revenue	\$13,832	\$12,280	\$6,813	\$11,885	\$17,585	\$16,962	\$6,568	\$3,308	\$0	\$1,163			\$90,393	\$77,698

	Athletic Field Usage 2019/2020 Fiscal Year Natural Grass Soccer Fields													
Month	Мау	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	254	251	161	153	163	141	6	0	0	0			1,128	794
Revenue	\$10,650	\$8,338	\$3,150	\$4,838	\$7,075	\$8,697	\$150	\$0	\$0	\$0			\$42,897	\$11,688

Athletic Field Usage 2019/2020 Fiscal Year Baseball Fields														
Month	Мау	June	July	August	September	October	November	December	January	Feb	March	April	19/20 YTD	18/19 YTD
Hours	155	200	167	101	153	65	0	0	0	0			841	489
Revenue	\$3,487	\$3,997	\$1,036	\$1,633	\$6,438	\$6,678	\$0	\$0	\$0	\$0			\$23,268	\$3,985
											YTD To	tal Hours:	3129	2348
											YTD Total	Revenue:	\$156,558	\$93,371



						Facility	<b>Rentals</b>						
	JAN	Feb	March	April	Мау	June	July	AUG	SEPT	OCT	NOV	DEC	Total
2019													
Gym Rentals	136	134	109	93	83	77	65	82	113	109	125	105	1,231
Gym Revenue	\$ 19,800.00	\$ 18,003.00	\$ 13,045.00	\$ 10,695.00	\$ 9,665.00	\$ 10,400.00	\$ 8,370.00	\$ 12,755.00	\$ 15,930.00	\$ 13,015.00	\$ 18,435.00	\$ 15,558.00	\$ 165,671.00
Room Rentals	43	57	60	52	50	57	45	46	47	43	47	48	595
Room Revenue	\$ 1,170.00	\$ 2,618.50	\$ 1,055.00	\$ 1,945.00	\$ 3,134.00	\$ 4,249.50	\$ 2,212.00	\$ 1,816.00	\$ 2,475.00	\$ 3,260.00	\$ 4,136.00	\$ 2,060.00	\$ 30,131.00
CPW Rentals	11	9	14	10	11	20	13	17	15	4	13	12	149
CPW Revenue	\$4,990.00	\$3,597.50	\$4,990.00	\$2,760.00	\$4,540.00	\$10,589.00	\$7,312.50	\$7,475.00	\$6,025.00	\$4,115.00	\$8,575.00	\$6,795.00	\$71,764.00
					-	-	-	-	-	-		-	
2020													
Gym Rentals	144	125											269
Gym Revenue	\$ 21,655.00	\$ 21,445.00											\$ 43,100.00
Room Rentals	47	52											99
Room Revenue	\$ 3,848.00	\$ 6,364.00											\$ 10,212.00
CPW Rentals	NA	NA											0
CPW Revenue	NA	NA											\$0.00

						Theme	Parties						
	January	February	March	April	Мау	June	July	August	September	October	November	December	TOTAL
2019	0	3	1	0	1	3	2	1	2	4	2	2	21
2020	1	2											3

# Oak Brook Park District Family Recreation Center Membership Usage Data

					_*	Members						
	January	February	March	April	Мау	June	July	August	September	October	November	Decembe
2017	3,901	3,715	3,686	3.848	4,150	4,230	4,283	3,812*	3711*	3,665*	3,751	3,859
Resident	55%	53%	53%	<u> </u>	53%	4,230 52%	4,203 52%	54%	55%	55%	53%	52%
Non Resident	45%	47%	47%	46%	47%	48%	48%	46%	45%	45%	47%	48%
EFT	2,481	2,495	2,514	2,538	2,499	2,499	2,511	2,529	2,513	2,520	2,617	2,736
EFI	2,401	2,495	2,314	2,550	2,499	2,499	2,311	2,529	2,010	2,520	2,017	2,730
2018	3,902	3,888	4,015	4,132	4,283	4,422	4,457	4,252	3,888	3,816	3,808	3,843
Resident	52%	52%	52%	52%	51%	50%	51%	52%	53%	53%	53%	52%
Non Resident	48%	48%	48%	48%	49%	50%	49%	48%	47%	47%	47%	48%
EFT	2,827	2,836	2,845	2,829	2,810	2,781	2,765	2,763	2,756	2,705	2,724	2741
	,	,	,	,	,	,	,	,	,	,	,	
2019	3,920	3,910	4,053	4,164	4,261	4,386	4,444	4,291	3,707	3,694	3,714	3,787
Resident	52%	52%	52%	51%	50%	50%	50%	49%	53%	53%	53%	53%
Non Resident	48%	48%	48%	49%	50%	50%	50%	51%	47%	47%	47%	47%
EFT	2,806	2,790	2,747	2,746	2,705	2,680	2,678	2,557	2,567	2,577	2,592	2,673
2020	,	3,948										
Resident	52%	52%										
Non Resident	48%	48%										
EFT	2,809	2,836										
	1				-	Usage		1			1	
	January	February	March	April	Мау	June	July	August	September	October	November	Decemb
2017	12,631	11,559	12,351	11,245	14,711	16,596	17,065	12,568*	8238*	12,812	13,327	14,178
2018	15,909	13,043	16,047	14,383	14,333	14,782	15,768	13,472	11,150	13,441	13,424	13,933
2010	15,909	13,043	10,047	14,303	14,000	14,702	15,700	13,472	11,150	13,441	13,424	13,93
2019	15,079	14,004	16,220	13,972	13,287	14,710	17,004	12,887	11,176	12,904	13,586	13,744
2020	15,990	14,871										



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# Memo

To:	Board of Commissioners
From:	Bob Johnson, Director of Parks and Planning
Date:	March 10, 2020
Re:	Board Report

- The ice rink has been closed for the season due to warm temperatures. The rink was open thirteen days in total this season.
- Permits for construction at Central Park North are still awaiting Village approval. Once the plans are approved, the Park District can issue the construction documents and begin the bidding process.
- Staff is in the process of obtaining an archaeological survey for the Central Park North fields. This survey is a requirement of the Illinois Department of Natural Resources as part of the OSLAD grant that was awarded for the development project.
- The Musco LED light fixtures for the athletic field lighting retrofits have been delivered. The new equipment is being stored in secure trailers at Central Park. The unseasonably warm temperatures have contributed to soft ground conditions, which are not ideal for maneuvering the heavy aerial equipment necessary to perform the retrofits. Staff is working with the contractor on a solution.
- Staff is taking advantage of the mild weather and has started spring landscape maintenance in the parks. Tree pruning and planting bed cleanup is underway, as well as weed prevention applications. Athletic field maintenance will begin in the coming weeks.



# **Oak Brook Park District**

BOARD MEETING		
AGENDA ITEM HISTORY/COMMENTARY		
ITEM TITLE: REVISIONS TO THE PERSONNEL POLICY MANUAL (APPROVED 3/20/2017 AND AMENDED)	Agenda No.: 7 A	
STAFF REVIEW: Linda Noonan, Human Reso	MEETING DATE: MARCH 16, 2020 burce Manager Charlo on an	
RECOMMENDED FOR BOARD ACTION: Laure Kosey, Executive Director: ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):		
The Board of Commissioners last approved the Personnel Policy Mapproved the following amendments to the manual:	Janual on March 20, 2017 and subsequently	
<ul> <li>Merit Pay (1/15/2018)</li> <li>Non-Discrimination and Anti-Harassment (1/15/2018)</li> <li>College Savings and Loan Repayment (10/21/2019)</li> </ul>		
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):		
Proposed revisions to the Personnel Policy Manual (Approved 3/20/17 and amended) are shown in colored print. The revisions include the addition of new policies, clarification of existing policies and changes to comply with federal and state laws. The following laws have affected changes in policy:		
<ul> <li>Family and Medical Leave Act</li> <li>Illinois School Visitation Rights Act</li> <li>Illinois Workplace Transparency Act</li> <li>Illinois Nursing Mothers in the Workplace Act</li> <li>Illinois Cannabis Regulation and Tax Act</li> </ul>		
ACTION PROPOSED: Motion (and a second) to approve the Revisions to the Personnel Policy Manual.		



# **PERSONNEL POLICY MANUAL**

The contents of this Personnel Policy Manual do not constitute the terms of a contract of employment. Nothing contained in this Manual should be construed as a promise of continued employment. Rather, employment at the District is on an "at will" basis, meaning that either the employee or the District may terminate the employment relationship at any time, for any reason not expressly prohibited by law. The contents of this Manual are subject to change at any time and without prior notice at the discretion of the District.

### DRAFT Revisions 1-30-2020

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Amended and Approved: (	October 10, 2011
Amended and Approved: J	July 2007
Approved: N	November 14, 2005

We strive to provide the very best in park and recreational opportunities, facilities, and open lands for our community.



 Family Recreation Center
 1450 Forest Gate Road
 Oak Brook, IL 60523-2151
 P: 630-990-4233
 F: 630-990-8379

 Tennis Center
 1300 Forest Gate Road
 Oak Brook, IL 60523-2151
 P: 630-990-4660
 F: 630-990-4818

# **Table of Contents**

3.6 Group Insurance Plans (Revised)	<u>20</u> 18
3.7 Professional Development and Reimbursement of Expenses (Revised)	<u>22</u> 19
3.8 Professional and Service Organizations	<u>25</u> 22
3.9 Retirement Benefit Plans-(Revised)	<u>26</u> 23
3.10 Time-off Benefits	
Bereavement Leave-(Revised)	
Child Bereavement Leave (NEW)	
Compensatory Time (Revised)	
Family and Medical Leave (FMLA) (Revised)	
Holidays (Revised)	
Illinois Family Military Leave	
Jury Service	
Military Leave	
Personal Time (Revised)	
School Conference and Activity Leave (Revised)	
Sick Bank-(Revised)	
Sick Time-(Revised)	
Vacation Time-(Revised)(Revised) - College Savings and Loan Payment (NEW)	
Victims Economic Security and Safety Act (VESSA) (Revised)	
Violinis Economic Security and Safety Net (VESSA) <u>(Revised)</u>	<u>. <u>.</u>57</u> 54
3.11 Voting Time	<u>42</u> 38
3.12 Workers' Compensation-(Revised)	. <u>43</u> 38
SECTION IV: EMPLOYEE CONDUCT	. <u>45</u> 40
4.1 Alcohol and Drug Abuse (Revised)	<u>45</u> 40
4.2 Attendance at Work	<u>53</u> 45
4.3 Blogging and Social Media	<u>53</u> 45
4.4 Break Time for Nursing Mothers (Revised)	. <u>56</u> 48
4.5 Children in the Workplace	<u>56</u> 48
4.6 Chronic Illness	<u>57</u> 4 <del>9</del>
4.7 Donations (Acceptance of)	<u>57</u> 4 <del>9</del>
4.8 Donations (Giving of)	<u>58</u> 50
4.9 Dress Code <del>(Revised)</del>	<u>58</u> 50
4.10 Driving on District Business	<u>61</u> 53
Oak Brook Park District Personnel Policy ManualPage 3	

Approved by Board of Commissioners March 20, 2017 (Amended 9/11/19) – Proposed Revisions 1/30/2020

4.11 Emergency Closings and Scheduled Facility Closure (Revised)	3
4.12 Gifts	4
4.13 Identity Protection	4
4.14 Non-Compete, Non-Disclosure and Non-Solicitation	6
4.15 Non-Discrimination and Anti-Harassment (Revised)	7
4.16 Outside Work	θ
4.17 Political Activity	4
4.18 Public Relations	4
4.19 Romantic Relationships	4
4.20 Safety and Reporting Employee Injury	2
4.21 Smoke Free Workplace (Revised)	2
4.22 Staff Solicitation	3
4.23 Unauthorized Absence	3
4.24 Violence in the Workplace	4
4.25 Weapons in the Workplace	4
4.26 Work Schedules and Meal Breaks	4
SECTION V: DISCIPLINE PROCESS & GRIEVANCES	6
5.1 Discipline Process (Revised)	6
5.2 Grievances	8
SECTION VI: DISTRICT PROPERTY AND FACILITIES	9
6.1 Computer, Email, and Internet Usage	9
6.2 Employee Parking (Revised)	θ
6.3 Keys/Access Card	θ
6.4 Record Retention and Freedom of Information Act	0
6.5 Return of District Property	1
6.6 Telephone and Cellular Telephone Usage	4
Oak Brook Park District Personnel Policy ManualPage 4Approved by Board of Commissioners March 20, 2017 (Amended 9/11/19) – Proposed Revisions 1/30/2020	

	6.7 Use of District Equipment and Vehicles (Revised)	<u>83</u> 72
	6.8 Use of District Facilities and Programs (Revised)	<u>84</u> 73
	6.9 Use of District Name, Seal, Logo and Service Marks	<u>85</u> 74
	6.10 Work Product	<u>85</u> 74
SE	CTION VII: PAYROLL POLICIES	. <u>87</u> 76
	7.1 Compensation Program	<u>87</u> 76
	7.2 Definitions (Revised 11/23/16; Effective 12/24/16)	<u>87</u> 76
	7.3 Overtime Pay	<u>88</u> 77
	7.4 Payroll Period and Payroll Deductions	<u>88</u> 77
	7.5 Recording Hours Worked and Benefit Hours Used (Revised)	<u>88</u> 77
	7.6 Merit Pay (NEW)	

# 7.7 Premium Pay (NEW)

SECTION VIII: SEPARATION OF EMPLOYMENT <u>94</u> 79	
8.1 Exit Interview	
8.2 Layoff	
8.3 Reemployment	
8.4 Resignation	
8.5 Return of Park District Property <u>95</u> 80	
8.6 Termination of Employment	
8.7 References or Recommendations for Former District Employees	
APPENDIX	
APPENDIX A: Waiver & Release of Liability, Indemnification Agreement 9782	
APPENDIX B: Employment Contract Disclaimer and Signed Acknowledgment <u>98</u> 83	

Oak Brook Park District Personnel Policy Manual Page 6 Approved by Board of Commissioners March 20, 2017 (Amended 9/11/19) – Proposed Revisions 1/30/2020

# **SECTION I: INTRODUCTION**

### **1.1 Introduction and At-Will Disclaimer**

Welcome to the Oak Brook Park District! The District is proud of its record of continuing growth and expansion of services offered to the residents of the District. The growth and reputation of the District are the direct *results of* individual efforts and close cooperation by all of our employees. Our future success will depend upon continuation of these efforts, along with good safety habits, and adherence to the highest professional standards and ideals.

There are several things that are important to keep in mind about this Manual.

First, it contains only general information and guidelines. It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to, the general policies and procedures described. Rather, this Manual has been prepared for District employees as a general reference guide.

Second, this Manual supersedes all previously issued manuals. An employee's decision to continue employment with the District after this revision and any future revision to this Manual shall be deemed to constitute such employee's agreement with all such revisions. The District and the District's Board reserve the right to unilaterally revise, supplement or discontinue any of the policies, rules, guidelines or benefits described in this Manual, with or without notice. The District will try to inform employees of any changes as they occur.

Third, nothing contained in this Manual or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create, and no such written or oral statement shall create an employment contract, either expressed or implied, to remain in the District's employ. Neither this Manual nor any provision hereof guarantees any fixed terms and conditions of employment. Employment is not for any specific time and may be terminated at will, with or without cause, and without prior notice by the District, or an employee may resign for any reason at any time. In other words, employees may terminate their employment with the District at any time, with or without cause or notice, and the District retains a similar right. No supervisor or other representative of the District (except as delegated and approved by the District's Board) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Fourth, each employee is expected to review this Manual and become familiar with its contents. Accordingly, upon receipt of this Manual, each employee must sign, date and return the Employee Acknowledgement Form found in the Appendix to this Manual. This form will be maintained in the District's files and the employee's personnel file. If an employee has any comments, suggestions, or questions about any aspect of his/her employment, such employee is encouraged to discuss them with his/her immediate supervisor or the Human Resource Manager. He/She will listen to the employee's concerns, consider appropriate action to be taken, if necessary, and either provide the employee with the necessary information, or direct the employee to someone who can provide such information.

The Executive Director is responsible for overseeing the enforcement of the policies contained within this Manual, and for the direction of the activities of all employees, except those whose appointment is otherwise prescribed. Should any question arise as to the proper interpretation of any provision of this Manual, or any other personnel policy, the decision of the Executive Director will be final.

Where the context of this Manual permits, words in the masculine gender shall include the feminine and neuter genders and words in the singular number shall include the plural number. The descriptive headings of the various sections or parts of this Manual are for convenience only and shall not affect the meaning or construction, or be used in the interpretation of this Manual or any of its provisions.

Finally, if any policy or procedure or part thereof contained in this Manual is determined invalid in a court of law, or by another appropriate judicial or administrative body or agency, such determination will not affect the validity of the remaining policies and procedures or parts thereof.

Note	Please review the Employment Contract Disclaimer and sign the Acknowledgment
	Form in the Appendix to this Manual.

# **1.2 Personnel Policy Manual Administration**

This Manual and revisions will be distributed to all employees of the District in paper or electronic form. The Executive Director of the District, and anyone properly designated by the Executive Director, or any person designated as interim or acting Executive Director in the absence of the Executive Director, shall be responsible for the administration of this Manual.

The District has posted Notices, as required by law, to advise employees of their legal rights with respect to their employment and of Federal and State laws.

### **1.3 Purpose of Personnel Policy Manual**

The purpose of this Manual is to provide all employees of the District with pertinent information regarding the District's day-to-day policies and procedures. THIS MANUAL DOES NOT STATE CONTRACTUAL TERMS BETWEEN THE EMPLOYEE AND THE DISTRICT. It is impossible to foresee all circumstances, which may arise; thus, the District reserves the right to change any procedure or policy without prior notice and to not adhere to any policy or procedure when the District deems it necessary in a given situation. However, this Manual does state the District's present policies and procedures, which it intends to apply in most situations.

### **<u>1.4 Party to a Civil Union</u>**

Pursuant to Public Act 096-1513, a "party to a civil union", as defined in such Public Act, means a person who has lawfully established a civil union pursuant thereto. "Party to a Civil Union" shall be included in any definition or use of the term "spouse", "family", "immediate family", "dependent", "next of kin", and other terms that denote the spousal relationship as those terms are used in this Manual.

# **Section II: General Employment Policies**

# 2.1 Employee Classifications (Revised)

It is the policy of the District to define employment classifications in order to administer policies and benefits. Employment classifications shall be determined by the Executive Director who shall, when appropriate and practical, consult with the District's Board. The employment classification should be specified prior to the hiring of an employee so that the appropriate policies and benefits may be properly communicated to the employee. The designation of an employment classification in no way alters the employment-at-will nature of the employment relationship, and occasional changes in the number of hours worked by an employee does not affect the employee's classification.

All employees of the District shall be classified in one or more of the following categories:

- a.) <u>Appointed Employee</u> The position of Executive Director who also acts as the Secretary to the Board of Park Commissioners shall be defined as an appointed employee. The District's Board will be responsible for setting the compensation, benefits, and duties of all appointed employees, and such employees shall be responsible to the District's Board.
- b.) <u>Introductory Employee</u> An introductory employee is a full-time or part-time employee working within their first 60 days with the District. The introductory period is an opportunity for the employee and the District to evaluate whether the employee is suitable for a position with the District. Once the employee successfully completes the introductory period, the employee will continue employment under the classification for which they were hired. This is simply an administrative designation. It does not mean that the employee has a permanent job and is not in any other way inconsistent with the District's employment At-Will policy. The District reserves the right to extend or shorten the introductory period within its discretion.
- c.) <u>Full-time Employee</u> A full-time employee is defined as one who is hired for an indefinite period for a full-time work schedule, which normally averages 40 hours or more per work week. Full-time employees meeting appropriate length of service requirements are eligible to participate in all District-sponsored benefit programs.
- d.) <u>Regular Part-time Employee</u> A regular part-time employee is defined as one who is hired for an indefinite period to work at least 1,000 hours per year (or 20 hours per week on average on a year round basis). The number of hours that a regular part-time employee actually works will not change the employee's status or classification as a regular part time employee. Regular part-time employees are eligible to participate in such District sponsored benefit programs as are, by the terms of this Manual, made available to them.
- e.)d.) Limited Part-time Employee A Limited part-time employee is defined as one who is hired for an indefinite period either (a) to work less than 1,000-2080 hours per year; or less than 20 hours per week on average on a year-round basis; or (b) to work for a short term, a season or a specific period of time, or for a specific work project, with the understanding that such employment will cease at the expiration of the season or specific period of time or when services are no longer needed. The number of hours that a part-time employee actually works will not change the

<u>employee's status or classification as a part-time employee.</u> The District does not guarantee that <u>Limited part-time employees will be rehired in a subsequent season, or if rehired, for the same position. Part-time employees working at least 1,000 hours per year (or 20 hours per week on average on a year-round basis) are eligible to participate in such District sponsored benefit programs as are, by the terms of this Manual, made available to them. Such limited part-time employees are not eligible for District sponsored benefits programs, and are eligible only for Workers' Compensation.</u>

- f.) <u>Executive Employee</u> Any employee whose primary duty consists of the management of the District or of a customarily recognized department or subdivision; who customarily and regularly directs the work of two or more other employees; who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and the advancement and promotion or any other change of status of other employees will be given particular importance; who customarily and regularly exercises discretionary powers; and who is compensated on a salary basis at a rate of not less than the minimum weekly salary level established by the Fair Labor Standards Act (FLSA) for exempt status.
- g.) <u>Administrative Employee</u> Any employee whose primary duty consists of either the performance of office or non-manual work directly related to management policies or general business operations of the District or those served by it; who customarily and regularly exercises discretion and independent judgment with respect to matters of significance; who regularly and directly assists an employee employed in an executive or administrative capacity, or who performs under only general supervision work along specialized or technical lines requiring special training, experience or knowledge, or who executes under only general supervision, special assignments and tasks; and who is compensated on a salary or fee basis at a rate of not less than the minimum weekly salary level established by the Fair Labor Standards Act (FLSA) for exempt status.
- h.) Professional Employee Any employee whose primary duty consists of the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study (as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental, manual or physical processes), or work that is original and creative in character in a recognized field of artistic endeavor (as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training), and the result of which depends primarily on the invention, imagination or talent of the employee, or work that requires theoretical and practical application of highly specialized knowledge in computer systems analysis, programming and software engineering and who is employed and engaged in these activities as a computer systems analyst, computer programmer, software engineer, or other similarly skilled worker in the software field; whose work requires the consistent exercise of discretion and judgment in its performance; whose work is predominantly intellectual and varied in character (as opposed to routine mental, manual, mechanical or physical work), and is of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; whose primary duties include the consistent exercise of discretion and judgment; and who is compensated for services on a salary or fee basis at a rate of not less than the minimum weekly salary level established by the Fair Labor Standards Act (FLSA) for exempt status.

- i.)e.) Certified Professional Instructor A Certified Professional Instructor (CPI) is a Regular Part-time Employee who is hired for an indefinite period to work at least 1,560 hours per calendar year, 1,300 hours of which must be worked in providing CPI services. In addition to the minimum hours worked, a Certified Professional Instructor shall meet the following criteria:
  - (i) Provide instructional services, including, but not limited to, tennis instruction, personal fitness training, swim coaching, and fitness class instruction.
  - (ii) Have professional certification or a license in the relevant field of such instructor, from a recognized program that provides training for professional instructors.

The District reserves the right to change an employee's work hours and employment classification if such change is in the best interest of the District.

# 2.2 Contract Services

In certain instances, the District may use services contracted through a seasonal help firm or a selfemployed independent contractor. Individuals performing tasks on a contract basis are not deemed to be employees of the District.

# 2.3 Employee Recruitment and Selection

Attracting and selecting qualified employees is vital to the success of the District. All open positions will be posted in a place accessible by all employees; however, it is the policy of the District to use a variety of recruitment resources to attract and select the best available qualified applicants for employment.

When position openings occur, it is the policy of the District to encourage promotion and transfer from within whenever this is consistent with the best interests of the District. In all cases, employment will be based upon selection by appointed or supervisory employees, with ratification by the succeeding level of authority. It shall be the express practice of the District to employ the best available qualified applicant for any position, and employment and advancement shall be based strictly on merit.

# 2.4 Employment of Relatives (Revised)

It is policy of the District to discourage the hiring, transfer, or promotion of relatives of District employees. For purposes of this policy, relatives include immediate family, defined as follows: spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, and members of the same household. No person shall be hired, transferred or promoted to a position in which he/she would report to and be supervised by a supervisor or department director who is a relative, as defined herein. Notwithstanding the foregoing, the District may employ a relative, as defined herein, provided that the Executive Director has approved such employment. and written notice of such employment has been provided to the District's Board.

# 2.5 Employment Standards (Revised)

All new employees are subject to the following standards for employment.

They must be legally qualified to work in the United States as evidenced by submitting appropriate identity and employment authorization documents, including Form I-9, as required by the Immigration Reform and Control Act.

They must possess a valid driver's license appropriate for any vehicle that may be operated in the course of performing job duties.

They must be physically and mentally fit to perform assigned job duties. With respect to certain positions, the District will conduct a post-offer-physical exam, including appropriate tests to determine the presence of <u>controlled substances drugs or alcohol</u> in the body. The physical exam shall be scheduled after the employee has accepted the job offer conditioned on a satisfactory physical exam, and prior to the start of work. All employment decisions based upon the post-offer physical exam must be made on a non-discriminatory basis. In reviewing the results of the physical exam, the District shall consider the following:

Physical or Mental Condition - In the event that the individual's mental or physical condition affects his/her ability to perform the job, the District shall consider what reasonable accommodations may be made to the work environment or job duties in order to accommodate qualified disabled individuals. When reasonable accommodations are not feasible, and where a physical or mental condition impairs the individual's ability to meet normal job performance standards, such factor(s) may disqualify the individual from employment.

Drug and Alcohol Testing - To ensure the safety and well-being of all employees and residents of the District, it is the District's policy that a positive test result indicating presence of <u>controlled</u> <u>substances</u> <u>drugs or alcohol</u> shall be sufficient grounds to withdraw an offer of employment.

The District recognizes the importance of hiring and retaining qualified employees to accomplish the tasks of the District. It is incumbent upon the District to hire employees who are qualified, responsible and not a threat to the participants' and fellow employees' safety or property of the District. It is the policy of the District to take steps within its power and within the law to assure that current and potential employees are of good character and have the qualifications and background necessary for work with the District for which the applicant has applied.

The District is required by state statute (70 ILCS 1205/8-23) to obtain criminal conviction information concerning all applicants, and shall perform a criminal background check for applicants for all positions. Pursuant to statute, any conviction of offenses enumerated in subsection (c) of said statute shall automatically disqualify the applicant from consideration for working for the District. Any other conviction(s) shall not be considered by the District until an interview has been scheduled or an offer of employment has been made. Such other convictions shall not automatically disqualify an applicant from considered in relationship to the specific job and its requirements.

The District requires the applicant's permission for this procedure, which can be given by the applicant's signature. Occasionally, the applicant will be required to submit to a fingerprint test to verify identity. The applicant agrees to participate in the fingerprinting verification, if it is required.

The District shall keep the results of the criminal background check confidential and will provide the applicant with a copy of all materials obtained as required by law. It is the intent of the District to protect itself, its employees, property, and program and facility participants. It is the District's policy that a report of criminal activity shall be sufficient grounds to withdraw an offer of employment.

### 2.6 Equal Employment Opportunity

The success of the District is founded on the skill, effort, and dedication of our employees. In order to achieve our goals, the District is committed to a philosophy of employee relations in which each employee is treated fairly and with respect, and is recognized as an individual. It is, therefore, the policy of the District to provide equal employment opportunities for all employees and candidates for employment and to make all reasonable accommodations for individuals with a physical or mental disability.

The District is committed to making all employment decisions without regard to an individual's <u>actual</u> or <u>perceived</u> race, color, <u>ereed</u>, religion, sex, <u>gender (including gender identity and expression)</u>, sexual orientation, <u>pregnancy</u>, national origin, <u>citizenship status</u>, ancestry, genetic information, age, political affiliations, marital status, <u>civil union partnership</u>, physical or mental disability, <u>or unfavorable</u> discharge from military service, military or veteran status, <u>as a military veteranorder of protection</u> status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other protected characteristic as established by law. This policy includes employment practices such as recruitment, hiring, promotion, training, transfer, compensation, benefits, discipline, appraisal, termination of employment, and other terms or conditions of employment. In cases where sex or physical requirements of a position constitute a bona fide occupational qualification necessary for proper and efficient functioning in the position, and where no reasonable accommodation is possible, an adverse employment decision shall not be deemed discrimination. Each supervisor is responsible for administering employment practices in a manner that is consistent with the District's policy of providing equal employment opportunities. Any complaint relating to the District's efforts to provide equal employment opportunities may be brought directly to the attention of the Executive Director.

# 2.7 Health Records - HIPAA Policy and Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the District has a responsibility to protect employee's personal health information. The District is required to keep employee health information private, share this information only when necessary and follow privacy practices. Special efforts will be made to protect the names of people who have HIV/AIDS or receive drug and alcohol treatment.

In general, the District may use and disclose health information without an authorization for purposes of treatment, payment and health care operations. However, the District must obtain a signed authorization from the individual or the individual's personal representative for all uses and disclosures of health information that are not otherwise permitted or required by law.

Any individual who believes his/her rights have been violated as granted by HIPAA privacy regulations or any other state or federal laws dealing with privacy and confidentiality may file a written

complaint regarding the alleged privacy violation. Complaints should be submitted to the Human Resource Manager for investigation, tracking, and quality improvement purposes.

Employees may also report a complaint to the Office for Civil Rights, Department of Health and Human Services, Jacob Javits Federal Building, 26 Federal Plaza, Suite 3312, New York, New York 10278; (212)264 3313 or (800) 368-1019.

### 2.8 Indemnification and Liability Insurance

If any claim, action, suit, proceeding or investigation is instituted against an officer or employee or former officer or employee of the District, which allegedly arose out of an act or omission occurring within the scope of duties of such officer or employee, the District shall do the following:

- Appear and defend against the claim or action; and
- Indemnify the officer, employee or former officer or employee for court costs incurred in the defense of such claim or action; and
- Pay, or indemnify the officer, employee or former officer or employee for a judgment based on such claim or action, except for any judgment for punitive damages; and
- Pay, or indemnify the officer, employee or former officer or employee for a compromise or settlement of such a claim or action except for any portion thereof specifically attributable to punitive damages, if such compromise or settlement is approved by the court having jurisdiction over such claim, action, suit or proceeding, with express knowledge of the existence of the indemnification provided hereby.

No defense, indemnification for a judgment, compromise, settlement, court costs or other payment shall be made by the District with respect to any claim, action, suit, proceeding, or investigation of an officer or employee or former employee, if the District itself, or officers of the District acting in their governmental capacities, and the officer or employee are adverse parties in such claim, action, suit, proceeding, or investigation.

### 2.9 Performance Evaluations

An employee's performance evaluation follows a standardized format that is initiated by an employee's immediate supervisor, with a recommendation to, and with review and approval of, the next highest level of authority. Both the employee and the supervisor shall sign the written evaluation form as evidence of mutual knowledge. The signing of this appraisal form does not necessarily indicate that the employee agrees with the evaluation. Every employee must be evaluated at least once every twelve months. Evaluations may occur more frequently if warranted. Evaluations should be initiated before March 1st of each calendar year. The written evaluation form becomes a part of the employee's personnel file and shall not become public without the written consent of the affected employee.

The Personnel Record Review Act (820 ILCS 40/11) prohibits disclosure of performance evaluations pursuant to any Freedom of Information Act request.

### 2.10 Personnel Records

All employee personnel and payroll records are confidential, and access to such records is limited to a need-to-know basis in order to preserve such confidentiality. Employee records are maintained in confidence by an individual designated by the Executive Director. An employee may be granted limited and supervised access to his/her employee personnel file to verify accuracy of information contained in the file. With the exception of the immediate supervisor, no employee will be permitted access to personnel records of other employees. The employee is responsible for keeping the District informed of any changes affecting the employee's personnel records such as:

- Name, address, telephone number
- Marital status or number of dependents
- Number of income tax exemptions
- Beneficiaries of any District-provided group insurance
- Persons to notify in case of an emergency

# **SECTION III: Employee Benefits**

### 3.1 Disability - IMRF Disability Benefits Plan

A disability is any serious physical or mental impairment that makes a participating employee unable to perform the duties of any position that might reasonably be assigned by the District. District employees participating in the Illinois Municipal Retirement Fund (IMRF) may apply for disability benefits. If an employee's application for IMRF disability benefits is approved, the employee is receiving disability benefits, the employee shall:

Continue to earn IMRF service credit as if working (at no cost to the employee).

Continue to be covered by IMRF death benefit protection.

Receive 50% of the employee's average monthly earnings.

Be assured that the employee's future pension would be based on his/her full salary, not on the reduced disability benefit.

IMRF disability benefits are not paid for the first 30 calendar days from the date of disability. Payments may be delayed or reduced if the employee is receiving compensation from the District beyond that 30-day period. The IMRF disability benefit may be also reduced if the employee receives either workers' compensation and/or receives or is eligible for Social Security disability benefits.

In the event that an employee suffers serious illness or injury and becomes eligible for and receives IMRF disability benefits prior to utilizing all available benefit hours, any personal hours and accrued sick time and vacation time will remain available to the employee and will be administered in accordance with the District's policies. During the disability, the employee's length-of-service time for retirement will continue uninterrupted. If an employee is being paid for any portion of leave for IMRF disability, FMLA leave or any other leave, the employee will continue to accrue benefit hours for the months in which they are receiving payment. If the leave is unpaid, the employee will not accrue benefit hours, nor will they receive any regularly scheduled salary or wage increases during this period. During the period of disability, the following procedure will be followed regarding District-sponsored insurance programs:

- i. For the first three months that an individual is receiving a disability payment from IMRF, the District will pay the District's share for costs of the monthly premiums for any employee who is otherwise eligible for such benefits. Each employee who makes the election to take the District sponsored insurance benefits will be responsible for his/her share of the monthly insurance premium. This payment will be required to be paid on the 1<sup>st</sup> of every month during the initial three months that such an employee is receiving disability payments from IMRF.
- ii. After the completion of the third month of receiving disability payments from IMRF, the employee shall pay the District the full monthly premium for the applicable benefits.

If the employee fails to make such payment to the District for two consecutive months, the employee's participation in the program shall be terminated. The District also reserves the right to terminate the employee's participation in the program if the District changes insurance carriers and the new insurance carriers exclude such participation from their coverage.

Participation in District-sponsored insurance programs under the above arrangement shall be extended for a maximum of two years from the date on which the disability payments began. Termination of this participation shall occur if any of the following events arise during the two-year period: (i) individual terminates employment with the District; (ii) individual retires; (iii) individual returns to work; (iv) individual voluntarily withdraws from the programs; or (v) individual qualifies for Federal Medicare payments.

### 3.2 Education Degrees and Tuition Reimbursement

All full-time employees with at least one year of employment with the District are eligible for Districtsponsored education assistance to attend undergraduate or graduate-level, accredited college programs. The courses selected by the employee must be reasonably related to the employee's job performance, and the schedule of courses selected by the employee must be practical and compatible with his/her normal work hours.

An eligible employee seeking education assistance from the District for undergraduate or graduate programs must submit a written application for assistance to his/her immediate supervisor prior to the start of the course. The written application must be approved by the supervisor and the Executive Director prior to the start of the course, taking into account the availability of budgeted funds. The written application for approval will also include a signed authorization by which the employee agrees to allow the District to deduct any advanced or reimbursed tuition if the employee leaves the District within 12 months of any reimbursement or, in the case of advance payment of tuition, if the employee fails to obtain the required grade in the course(s) for which tuition was paid. Upon approval for education assistance, the District will reimburse the employee for 80% of the tuition upon presentation by the employee of a tuition receipt and an official grade report from the accredited educational institution; provided that the employee has achieved a grade of "B" or higher for the approved course(s). The total amount of education assistance received by an employee in a calendar year shall not exceed the maximum annual amounts described below.

The maximum annual amount available to an eligible employee for tuition reimbursement will be based upon the employee's number of years of service as follows:

1-3 years of service	\$1,500 per year
4-5 years of service	\$3,000 per year
6 years or more	\$5,000 per year

If the employee receives education assistance from another source, for example, the G.I. Bill, the District will only reimburse the employee for that portion of the tuition not covered by the other source. With prior written approval of the Executive Director, an advancement of 50% of the tuition may be made to the employee prior to taking the course. If the employee does not earn the required grade in

the course, fails to complete the course, or resigns his/her employment prior to completing the course, the employee must return the amount advanced by the District.

No time off with pay will be allowed for an employee to attend courses in connection with the District's approved education assistance program. No meal or transportation allowances will be given and all books and classroom supplies are to be purchased by the employee and are not part of the costs eligible for reimbursement from the District.

Any employee who voluntarily terminates his/her employment will be required to reimburse the District for all education assistance received in the twelve months preceding his/her last day of work.

#### 3.3 Employee Assistance Program (Revised)

The Employee Assistance Program (EAP) is a District-sponsored benefit provided to all full-time employees and their families. The EAP provides third party counseling concerning financial, legal, divorce, work/life balance, and similar issues. All referrals to the EAP hotline and subsequent appointments are confidential between the employee and the assigned counselor<sub>2</sub>, and there is never any communication between the EAP and any person who refers an employee. Part-time employees may be referred to EAP by their immediate supervisor if the supervisor believes the EAP could provide assistance.

#### 3.4 Employee Recognition

The District has approved the following policies as guidelines for employee recognition.

#### **Birthday Recognition**

Any employee wishing to celebrate his/her birthday may do so within his/her own department by bringing in treats or dessert to share with the other department employees.

#### Farewell Parties

The District will contribute up to \$200.00 for a farewell party for any full-time employee who has over 5 years of service with the District and is resigning in good standing. The immediate supervisor of the full-time employee shall coordinate the farewell party.

The District will contribute up to \$50.00 for a farewell party for any part-time employee who has over 5 years of service with the District and is resigning in good standing. The immediate supervisor shall coordinate the farewell party for the employee, and such party should be held within the department from which the employee is leaving.

#### Service Awards

These guidelines recognize full and part-time employees who have been employed at the District for 5, 10, 15, 20 and 25 years.

Employees will be recognized for their years of services during the annual employee holiday party according to the number of years worked at the District. The years of service will be recognized with a certificate and a choice of a gift from the Award Service Level corresponding to the years of

service according to the following chart.

Service Awards	
Years of Service	Award Service Level
5 Years	Ι
10 Years	II
15 or More Years	III

# 3.5 Flexible Spending Accounts

The Flexible Spending Account (FSA) benefit allows full-time employees the option to have pretax dollars deducted from their gross pay over 24 pay periods per calendar year to be used for dependent care or medical expenses. The FSA can be used for dependent care such as after school care, summer camp, vacation camp and daycare. The IRS establishes the limit for dependent care each calendar year. The FSA can also be used for out of pocket medical insurance co-pays, annual deductibles for medical and dental, prescription drugs, contacts, contact lens solutions, glasses and orthodontia. The District will establish an annual dollar limit for the medical FSA.

Full-time employees who have chosen to use the <u>FSA health benefit</u> may submit claims and receipts with service dates through the end of the calendar year. A maximum of \$500 of any unused funds will automatically be rolled over for use in the following calendar year.

Full-time employees who have elected to participate in the <u>FSA dependent care benefit</u> may submit claims and receipts with service dates through the end of the calendar year for reimbursement through the first quarter of the next calendar year. Any FSA monies not claimed by April 1 of the next calendar year will <u>not</u> be refunded or carried forward to the new calendar year.

# 3.6 Group Insurance Plans (Revised)

All full-time employees with at least one month of continuous service with the District, and who satisfy the eligibility requirements set out in the contracts of insurance, are eligible to participate in District-sponsored insurance programs. Effective July 1, 2015, part-time employees who work, or are expected to work, at least 1,560 hours in the established measurement period and who satisfy the eligibility requirements set out in the contract of insurance, are eligible to participate in District-sponsored insurance programs. The Executive Director shall be eligible to participate in District-sponsored insurance programs under the terms and conditions agreed upon by the District's Board.

The terms and conditions of the District-sponsored insurance programs are subject to change by the District or by the insurance carriers at any time and without prior notice. In the event of any change to the programs, all eligible employees will be notified of such changes as soon as possible. In the event of separation or retirement from the District, an employee who has ten (10) years of continuous full time employment with the District and who is eligible to receive an IMRF retirement or disability pension may elect to receive group insurance for the employee and/or his/her dependents, provided that the full cost of said insurance is paid by the recipient.

<u>Hospital and Medical Insurance</u> - All eligible employees (including dependents) may participate in the District's group hospitalization, medical, and major insurance program, subject to any requirements of insurability or physical examinations required by the insurance carrier. Coverage is effective 30 days from the date of hire for full-time employees and part-time employees who are expected to work at least 1,560 hours in the standard measurement period. Specific details of the insurance coverage are described in the group insurance certificate that is issued to eligible employees. Each eligible employee is responsible for advising his/her supervisor in the event of any change of dependents, births, marriage, divorce, or other family changes affecting the employee's participation in the insurance coverage as permitted under the COBRA insurance continuation law ("COBRA"). Pursuant to the provisions of COBRA, the separating employee may be required to bear the full costs of continuing coverage. COBRA also makes continuation of insurance coverage available for the employee's spouse or dependents in the event of marital separation, divoree, death, or other qualifying events.

<u>Life Insurance</u>: All full-time employees are eligible on the first day of employment for Districtsponsored term life insurance, subject to medical evidence of insurability. The District shall assume 100% of the costs of this benefit, and shall provide such insurance in the amount of \$100,000 for each eligible employee.

<u>Dental Insurance</u>: All eligible employees may participate in the District's dental insurance program with coverage effective 30 days from date of hire.

<u>Vision Insurance</u>: All eligible employees may participate in the District's vision insurance program effective on the first day of the month following date of hire.

Effective May, 2011, all eligible employees who have made the election for Hospital and Medical Insurance coverage shall be required to contribute a percentage of the monthly premium as a payroll deduction, as determined by the District's Board. Effective May 1, 2015, eligible employees will also be required to contribute a percentage of the monthly premium as a payroll deduction for dental and vision insurance. An acknowledgement must be signed by each eligible employee authorizing the payroll deduction, and such acknowledgement shall be filed in his/ her employee personnel file.

The District's Board shall have the right, in its sole discretion, to increase the percentage of the employee's contribution, upon written notice to all employees who have elected the coverage.

Upon separation of employment from the District, an eligible employee may elect to continue medical, dental, and vision insurance coverage as permitted under the COBRA insurance continuation law ("COBRA"). Pursuant to the provisions of COBRA, the separating employee may be required to bear the full costs of continuing coverage. COBRA also makes continuation of insurance coverage available for the employee's spouse or dependents in the event of marital separation, divorce, death, or other qualifying events.

In the event of separation disability or retirement from the District, an employee who has ten (10) years of continuous full time employment with the District and an insured employee who is eligible to receive an IMRF retirement or disability pension may elect to continue receive group insurance for

the themselves employee and/or their his/her dependents, provided that the full cost of said insurance is paid by the recipient.

# 3.7 Professional Development and Reimbursement of Expenses (Revised)

All full-time and regular part-time employees are encouraged to continue their professional education and improve their skills by attending professional conferences, workshops, seminars, tradeshows, networking meetings, and team building outings, and by obtaining professional certifications. Attendance at and reimbursement for any professional/educational development event must be conducive to the employee's work at the District and approved in advance by the employee's supervising department director, and the Executive Director. Requests should be made in writing on the Travel, Meal, and Lodging Expense & Reimbursement Request Form and shall include a copy of the registration form and promotional information for the event.

- a) <u>State or Other Conferences</u> All full-time employees are eligible to attend the IPRA/IAPD State Conference. Full-time employees may substitute another state conference for the IPRA/IAPD Conference; however, if they choose to do so, they must receive approval from their immediate supervisor and Executive Director. Attendance at national conferences is generally limited to department directors; however, exceptions may be granted to full-time staff depending on circumstances and approval from their immediate supervisor and the Executive Director.
- b) <u>In-Service Training Programs</u> It is the responsibility of the Executive Director and department directors and supervisors to identify training programs, seminars, or other means of employee development that will assist employees in improving their job performance. Likewise, it is the responsibility of each employee to take advantage of such training, as well as other means of self-development that may be made available to District employees. All employees of the District are eligible, and may be required to attend training programs that are carried out during the employee's regular working hours and that are conducted on-site at the District. Such training will be provided at the District's expense.

# Reimbursable Expenses

Reimbursable expenses for travel, meals and lodging shall be approved as set forth herein and in accordance with the Local Government Travel Expense Control Act, *50 ILCS 150/1 et seq.*, and the District's Ordinance No. 17-0116 Regulating Travel, Meal and Lodging Expenses.

Subject to the conditions set forth herein, the District shall only reimburse travel, meal and lodging expenses incurred in conducting business for the District and incurred in attending approved training, professional development or education beneficial to the District, up to the specified maximum allowable amounts as follows:

Maximum Reimbursable Rates for Transportation		
Air Travel	Lowest reasonable rate (coach)	

Auto	IRS standard mileage rate when expense was incurred	
	and applicable tolls	
Rental Car	Lowest reasonable rate (midsize)	
Rail or Bus	Lowest reasonable rate and cost shall not exceed airfare	
Taxi, Shuttle, Rideshare, or Public	Actual reasonable rate	
Transportation		
Maximum Reimbursable Rates for Meals		
Breakfast	\$15	
Lunch	\$25	
Dinner	\$35	
Maximum Reimbursable Rates for Lodging		
All Locations	\$225/night or lowest available conference housing rate	

Conditions for reimbursement of travel, meal and lodging expenses:

- 1. <u>General Conditions</u>: All supporting receipts must be itemized and attached to the Travel, Meal and Lodging Expense & Reimbursement Request Form and submitted for appropriate approval prior to reimbursement. Employees are responsible for personal expenses and must deduct these costs from the receipt(s) before submittal. Such reimbursement shall be based upon the actual expenses incurred by the employee. Reimbursable expenses normally include round trip coach airfare or use of a personal vehicle, ground transportation, single room occupancy, meals and registration. The supervising Department Director shall approve the employee's expenses prior to any event. Approval of expenses incurred in excess of the maximum allowable amounts, as set forth above, shall be made by the Board as set forth in Ordinance No. 17-0116.
- 2. Use of the District Procurement Card to Pay for Approved Event Expenses: Cash advances for estimated travel expenses within the maximum allowable limits may be granted with prior approval by the Executive Director. Employees may use their District assigned Procurement Card (P-Card) to pay for approved travel, registration, meal and lodging expenses, but may not exceed the maximum allowable amounts as set forth in the above chart. An employee must use his or her own personal credit card or funds for any costs incurred in excess of the maximum allowable amounts and request reimbursement for the same, which must be approved by the Board in accordance with Ordinance No. 17-0116. Employees are required to itemize eligible event expenses paid with the District P-Card along with expenses requiring reimbursement on the same Travel, Meal and Lodging Expense & Reimbursement Request Form. Accounts payable vouchers and receipts for each expense shall be submitted for payment in accordance with the District's Accounts Payable Procedures. Group functions must list the names of all employees in attendance. Incurred expenses will be reimbursed only for District employees.
- 3. <u>Transportation</u>: The least expensive mode of transportation shall be used, provided that the employee incurs no unreasonable hardship. The supervising Department Director shall approve the employee's means of transportation prior to any event. Employees will be reimbursed for air travel at the coach airline rate. First class air travel will be reimbursed only if emergency circumstances warrant. Emergency circumstances must be explained in writing and a copy of the ticket or purchase receipt must be presented. Rail or bus travel is reimbursable for the actual cost; provided that rail or bus travel costs may not exceed the cost of coach fare, and a copy of the ticket or purchase receipt must be presented.

Use of personal vehicles is permissible at the standard mileage rate set forth by the Internal Revenue Service. Reimbursement may not exceed the cost of coach airfare. Mileage to and from transportation terminals, toll charges and costs for parking are also included as reimbursable expenses. The rental cost of a vehicle is reimbursable when warranted and with prior approval of the Executive Director, subject to Board approval in the event the cost exceeds the maximum allowable amount as set forth in the above chart. Use of taxis and limousines must be specifically related to District business and may be used when District vehicles are not available.

4. <u>Lodging</u>: Employees must obtain approval from their supervising Department Director for all lodging expenses prior to incurring any such expenses The District may pay for overnight lodging for employees registered to attend an event occurring on multiple days, and will cover only those nights that occur during the attended educational/professional event session days, including prior night lodging for early morning meetings. Lodging will be reimbursed based on the standard single room rate. When multiple employees attend the same event, same-sex employees will be required to share double rooms. Employees, who wish to stay in a single room or will have a roommate other than a District employee, will be reimbursed 50% of the double room rate.

Other expenses incurred that are related to overnight lodging shall be reimbursed when specifically related to District business and approved by supervising Department Director, subject to Board approval in the event the cost exceeds the maximum allowable amount as set forth in the above chart. All receipts must be itemized and presented for reimbursement. Employees are responsible for personal expenses at the time of checkout and must deduct the charges on the expense voucher.

- 5. <u>Meals/Food</u>: As set forth above, the maximum allowable amounts for meal costs per day, including gratuity, for all-day approved events are as follows: a) \$15.00 for breakfast; b) \$25.00 for lunch; and c) \$35.00 for dinner. An employee will only be reimbursed for the amount incurred and, in the event an employee incurs an excess of the maximum allowable amount, the employee must request reimbursement, which must be approved by the Board in accordance with Ordinance No. 17-0116. If a meal is provided as part of the registration for the event, that meal will be deducted from the daily meal allowance. Vouchers must accompany all expenses for reimbursement.
- 6. <u>Expenses Incurred in Excess of Maximum Allowed</u>: Expenses incurred by an employee in excess of any maximum allowable amounts as specified above must be first approved by the Board at an open meeting before reimbursement will be made to the employee. In the event of any emergency or other extraordinary circumstances, the Board may approve more than the maximum allowable expenses as set forth above.
- 7. <u>Wages/Salary</u>: Employees attending educational/professional development events, conferences, meetings or other events, will be compensated a maximum of 8 hours for that working day. The Executive Director must approve any request for additional hours.
- 8. <u>Reservation to Amend</u>: The District's Board may, at any time, adjust or limit any reimbursable expense, including but not limited to the categories for which reimbursement will be made and the maximum allowable amount for each authorized category, in its discretion or as required by law.

# 3.8 Professional and Service Organizations

<u>Professional Organizations</u> - Full-time employees and regular part-time employees are encouraged to become members of professional organizations related to their work for the District. These organizations may be local, state, regional, metropolitan, or national in scope. If the Executive

Director determines that membership in an organization furthers an employee's work for the District, the District shall pay the membership fees to the organization on behalf of the employee.

<u>Community Service Groups</u> - Full-time employees and <u>regular</u> part-time employees are also encouraged to participate in local civic or service clubs that foster desirable community relationships for the District. Any membership dues and expenses for such organizations are reimbursable if approved by the Executive Director in advance.

## 3.9 Retirement Benefit Plans (Revised)

#### 457(b) Deferred Compensation Plan (NEW)

All District employees (minimum age 21 years) are eligible to participate in the Board authorized Tax Deferred Compensation Plan (Resolution R16-0817 approved 8/15/16). The Plan provides eligible employees a way to save for retirement through pre-tax and after-tax contributions. The Plan offers a selection of financial services firms and investment options from which to choose. Employee contributions are made through regular payroll deductions.

#### **IMRF Pension Plan & Social Security**

All eligible District employees shall participate in the combined retirement program of the Illinois Municipal Retirement Fund (IMRF) and Social Security upon employment and shall contribute through payroll deduction a percentage of salary or wages based upon retirement fund requirements. All full-time employees are eligible for IMRF. Part-time employees who work 1,000 hours or more annually are eligible for IMRF as well. The District shall also contribute a percentage of salary or wages of each employee based upon retirement fund requirements.

In the event employment is terminated, the amount which the employee contributed to the retirement fund (IMRF only) is refundable. The benefits of the Illinois Municipal Retirement Fund (IMRF) and eligibility for IMRF are subject to state law and may change without prior notice to the District.

The Executive Director shall advise District employees of any changes in the IMRF program whenever possible.

All District employees shall be included in the Social Security Retirement program through payroll deductions, unless otherwise determined to be on a contractual-agreement basis with the District. The District shall also contribute an amount as required by law to the Social Security program. Termination of employment will not result in a refund of employee contributions for Social Security.

#### 3.10 Time-off Benefits

When an employee requires any leave of absence, a written request shall be submitted to his/her immediate supervisor for approval.

#### Bereavement Leave (Revised)

In the event of a death in the immediate family, full-time employees may be granted up to three (3) working days of paid bereavement leave to attend the funeral of an immediate family member with the approval of the employee's immediate supervisor. "Immediate family" is defined as the

employee's spouse, child, parent, sibling and grandparent; as well as the employee's spouse's parent, sibling, child and grandparent. Upon returning to work, the employee must record his absence as a Bereavement Leave on his attendance record. Proof of death and relationship to the deceased may be required. Nothing in this section is meant to diminish the rights of an employee under the Illinois Child Bereavement Leave Act should the employee be eligible for leave under the Act.

#### Child Bereavement Leave (NEW)

In the event of a death of a child, an employee may be entitled to unpaid bereavement leave in accordance with the Illinois Child Bereavement Leave Act (820 ILCS 154/1 et seq.) (the "Act"). In order to be eligible for leave under the Act, an employee must have been employed by the District for at least 12 months and have at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

The Act provides eligible employees with a maximum of two weeks (10 work days) of unpaid bereavement leave to: (1) attend the funeral or a funeral alternative of a child; (2) make arrangements necessitated by the death of a child; or (3) grieve the death of a child. Leave under the Act must be completed within 60 days after the date on which the employee receives notice of the death of the child. The employee shall provide at least 48 hours' advance notice of the employee's intention to take bereavement leave under the Act, unless providing such a notice is not reasonable and practicable. In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of unpaid bereavement leave during the 12-month period.

The Act defines "child" as an employee's son or daughter who is a biological, adopted, or foster child. A stepchild, legal ward, or a child of a person standing in loco parentis.

Eligible employees may elect to substitute any unpaid or any accrued and unused paid leave available to the employee under any other federal, state, or local law, or District policy, for unpaid leave under the Act. An employee eligible for leave under the Act shall not entitle the employee to unpaid leave that exceeds or is in addition to the amount of leave available to the employee under FMLA. The District may require reasonable documentation of proof of death and relationship of the deceased. Documentation of proof of death may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

#### **Compensatory Time** (Revised)

Full-time exempt employees may accumulate up to 40 hours of compensatory time within a calendar year. The accrual of additional compensatory time is subject to approval by the Executive Director. One hour of compensatory time may be banked for every hour worked over 80 hours in a defined two-week payroll period, up to a maximum of 40 hours within a calendar year. Compensatory time may also be banked for hours worked over 72 hours in a pay period containing one District holiday; or for hours worked over 64 hours in a pay period in which two District holidays occur. All unused compensatory time banked in any calendar year shall be forfeited at the end of the year unless the Executive Director determines, in his/her discretion, to allow an employee to carry forward such unused compensatory time for an additional period not to exceed 60 days. Use of compensatory time shall require at least three days written notice in advance and approval of the employee's immediate supervisor and the Executive Director. Employees will not be entitled to payment of unused

compensatory upon their voluntary or involuntary separation from the District.

# Family and Medical Leave (FMLA) (Revised)

It is the policy of the District to grant family leave to eligible employees when the employee or a member of the employee's immediate family has a serious <u>medical health</u> condition, or upon the birth or adoption of a new child in the employee's home, or any other qualifying circumstance under the FMLA. Immediate family is defined as the employee's spouse, child, parent, and sibling as well as the employee's spouse's parent, sibling, and child. <u>A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.</u>

a.) Eligibility: All employees who have at least 12 months of continuous service with the District and who have worked at least 1250 hours during the previous 12 months are eligible for up to a total of 12 work weeks of unpaid leave during any rolling 12-month period for certain family and medical reasons (and up to 26 work weeks of unpaid leave to care for a covered service member). A rolling 12-month period is defined as the current month plus the immediate 11 months preceding the current month. Employees failing to meet these eligibility requirements are not entitled to leave under this policy.

Family and Medical Leave may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per work week or workday) if necessary. If leave is unpaid, the employee's salary base will be reduced based on the amount of time actually worked.

- b.) Request for Leave: An eligible employee is responsible for submitting a family leave request in writing to the immediate supervisor and the Executive Director at least 30 days prior to any anticipated leave, or as soon as practical when the absence cannot be anticipated. Upon receipt of the leave request, the supervisor and Executive Director shall confer with the employee to consider possibilities for intermittent leave, reduced work schedules, transfer or reassignment, or other arrangements which promote the mutual benefit of the employee and the District, and may request medical certification of the claimed serious health condition of the employee or a family member. In the event of any question regarding the medical justification for the requested leave the District may, at its own expense, obtain a second medical opinion.
- c.) Reporting Requirements: An employee on FMLA shall be required to report periodically on his/her status and intention to return to work, and further medical certification may be required.
- d.) Wage or Salary: An employee's regular wage or salary will be suspended during approved family leave. If the employee is otherwise eligible for such benefits, the employee may receive pay from the use of accrued sick time, personal time, vacation time or compensatory time during approved family leave. The employee may also request sick time from the Sick Bank, if he/she qualifies. If an employee is being paid for any portion of leave for IMRF disability, FMLA leave or any other leave, the employee will continue to accrue benefit hours for the months in which they are receiving payment. If the leave is unpaid, the employee will not accrue benefit hours, nor will they receive any regularly scheduled salary or wage increases during this period.

- e.) Group Insurance Benefits: The District will continue to pay its portion of any applicable District-sponsored group insurance benefits for a period of not more than 12 weeks during an approved family leave. The employee must make arrangements for payment of his/her share of the insurance premiums before the leave commences. If the employee does not return to work after the leave, or fails to pay his/her portion of the premiums, the employee will be required to reimburse the District for the costs and expenses incurred by the District for maintaining the insurance during the leave.
- f.) Returning from Leave: Upon return to work from such leave, an employee will be placed in the same position or an equivalent position with like pay, benefits, and conditions; provided that the employee's total time on leave in a rolling 12-month period has not exceeded 12 weeks.
- g.) Failure to Return from Leave: In the event that an employee fails to return to work on the agreed date at the end of the family leave, the employee's continued absence shall be considered unauthorized and shall subject the offending employee to corrective disciplinary action, including termination of employment. Any employee claiming family leave under false pretenses shall be subject to termination of employment.
- h.) Concurrent Leave Benefits: An employee may substitute any accrued paid vacation time, personal time, sick time or compensatory time (if the employee otherwise qualifies) for unpaid leave under this policy, and any such paid time off shall be taken concurrently with the Family and Medical Leave. If the employee otherwise qualifies for disability pay, such pay will be remitted to the employee at the same time he/she is on Family and Medical Leave. Similarly, if the employee otherwise qualifies for any other type of leave of absence, such leave must be taken concurrently with the Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave and for workers' compensation will also be counted toward an employee's Family and Medical Leave.

#### Holidays (Revised)

It is the policy of the District to observe designated holidays by providing time off with pay for eligible employees. To be eligible for a paid holiday, an employee must be classified as a full-time employee, and must have been employed by the District for at least 30 days. In addition, the employee must work the regularly scheduled workdays before and after the holiday unless the employee is on approved vacation leave for either or both of these days. When a holiday occurs during the employee's vacation, the holiday will not count toward the employee's use of vacation days, and the employee may schedule an alternate day of vacation. When a District Scheduled Holiday(s) occurs on a full-time employee's regularly scheduled day off, the employee shall select an alternate day(s) occurring in the same pay period for holiday paid time off.

Holiday pay is based on <u>8 hours/day at an employee's regular pay rate per day</u>. Time off without pay for regularly scheduled holidays is permitted for regular part-time and limited part-time employees with the approval of their immediate supervisor.

<u>DistrictRegularly</u> Scheduled Holidays: Under normal circumstances, eligible employees shall be granted 8 hours of leave with pay to observe the following holidays:

- New Year's Day
- Good Friday
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day (first Monday in September)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve

<u>Saturday/Sunday Holidays</u>: In the event that one of the above designated holidays falls on a Saturday, the District will observe the previous Friday as the holiday. If the holiday falls on a Sunday, the District will observe the following Monday as the holiday.

Payment for Hours Worked on a Regularly District Scheduled Holiday:

Full-time Exempt Employees: When a full-time exempt employee is required to work on a regularly <u>District sS</u>cheduled <u>hH</u>oliday, the employee will be paid for the holiday, and may take equivalent time off during the same pay period <u>or</u> will be given compensatory time equal to the number of hours worked if the employee has not already accrued the maximum compensatory hours allowed during the calendar year.

Full-time Non-Exempt Employees: When a full-time non-exempt employee is required to work on a regularly <u>District sS</u>cheduled <u>hH</u>oliday, the employee will be paid for the holiday, and will also be paid for the hours worked. <u>Premium Pay will apply in situations where a full-time, non-exempt employee is called in to address an emergency that adversely affects facility operations (see Personnel Policy Section 7.7: Premium Pay).</u>

# **Illinois Family Military Leave**

Under the Family Military Leave Act an employer with more than 50 employees must provide up to 30 days of unpaid leave to covered employees who are either the spouse, parents, grandparents or children of soldiers being called into active military duty. The leave must be taken during the period the military deployment orders are in effect.

- a.) Use of Other Leave: Unpaid leave under this Act can be taken only after the employee has exhausted all accrued vacation, personal leave, and compensatory time. If an employee is being paid for any portion of leave for IMRF disability, FMLA leave or any other leave, the employee will continue to accrue benefit hours for the months in which they are receiving payment. If the leave is unpaid, the employee will not accrue benefit hours, nor will they receive any regularly scheduled salary or wage increases during this period.
- b.) Relationship to Family Medical Leave Act (FMLA): This leave is in addition to the family military leave available under the FMLA. However, if an employee also uses qualifying leave under FMLA, the amount of leave available under the Family Military Leave Act will be reduced by the number of days the employee takes under the FMLA.

- c.) Eligibility: For the purpose of this Act, employee is defined as a person employed for at least 12 months with at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
- d.) Notice: If the leave under this Act is for five (5) consecutive workdays or more, the employee must provide the District with at least fourteen (14) days notice in advance of the leave date. For leave of less than five (5) consecutive workdays the employee should provide as much advance notice as is practicable.
- e.) Benefits: Employees shall maintain benefits at the employee's expense for the duration of the leave.
- f.) Verification: The District may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

#### **Jury Service**

The District recognizes the civic responsibility of its employees to participate in jury service when summoned. All full-time employees of the District shall be granted the necessary leave from work to participate in jury service only upon receipt of a copy of the jury summons. The payment of salaries and/or wages for jury service may not exceed 10 working days without approval by the Executive Director. In addition, all District-sponsored benefits will continue uninterrupted during the period of jury service. In order to receive pay from the District, employees eligible for pay must endorse the original check received for jury duty to the District and submit the endorsed check to the Finance Department.

Leaves to serve on a jury by regular part-time and limited part-time employees will be without pay from the District.

Upon receipt of a summons for jury duty, all employees are responsible for notifying their immediate supervisor as soon as possible. In the event that the employee is released from jury duty during any day of service (permitting a half of day work or more), the employee is expected to return to work.

#### **Military Leave**

It is the policy of the District to support an employee's responsibility of military service by permitting time off from work as necessary to fulfill military obligations. As soon as the employee receives any military orders, it is the responsibility of the employee to notify his/her supervisor. Military leave will be granted for military obligations such as reserve summer training camp, guard activation in a declared emergency, or for an extended tour of duty up to four years (or five years if at the convenience of the military).

<u>Annual Reserve Training</u>: Full-time employees shall receive pay from the District for the difference between their regular pay and their military pay, for a period up to ten working days per calendar year. During annual reserve training, all benefits and length of service for such employees shall continue on an uninterrupted basis. In addition, full-time employees will be entitled to holiday pay for any District-observed holiday occurring during the annual reserve-training period. Military leave for annual

reserve training granted to all regular part-time and limited part-time employees shall be without pay from the District.

Extended Military Obligation: When full-time employees require military leave greater than ten working days per calendar year, such leave will be granted without pay from the District, unless the employee utilizes accrued sick time, available vacation time, accrued personal time off or the Executive Director, in consultation with the District's Board, considers it appropriate and in the best interests of the District to make such payments. Extended military leave granted to all employees will be made without pay from the District. In the case of extended military leave, the Executive Director may determine that it is in the best interests of the District to separate an employee from the District's payroll and discontinue District-sponsored benefits during such leave. If an employee is being paid for any portion of leave for IMRF disability, FMLA leave or any other leave, the employee will continue to accrue benefit hours for the months in which they are receiving payment. If the leave is unpaid, the employee will not accrue benefit hours, nor will they receive any regularly scheduled salary or wage increases during this period.

<u>Re-employment After Extended Military Service</u>: Any former employee who is discharged from military service under honorable conditions and applies for reinstatement with the District within 90 days after discharge from the military shall be reinstated for the same or similar position. Upon re-employment, the employee shall be rehired without loss of any applicable length-of-service credits, benefits, or pay rate.

#### Personal Time (Revised)

<u>Full-time employees</u> will receive three (3) personal days <u>(24 hours)</u> each calendar year that may be taken at any time within the calendar year to observe a birthday or religious matter, to attend to personal business, or to take time off for any other similar activities.

<u>Certified Professional Instructors</u>, who are required to work a minimum of 1,560 hours during the calendar year, may accrue up to 48 hours of personal time to be used during the following year beginning January 1 and ending December 31. Personal time will be calculated at 2.5 hours of personal time for every 100 hours worked.

<u>Regular-Ppart-time employees</u>, who work a minimum of 1000 hours during the calendar year, may accrue up to 48 hours of personal time to be used during the following year beginning January 1 and ending December 31. Personal time will be calculated at 2.5 hours of personal time for every 100 hours worked.

Personal time will be paid at the current hourly rate of the employee's job position having the most worked hours.

In all cases, personal time off must be requested in writing from the employee's immediate supervisor or the Executive Director at least 5 days in advance. There is no accumulation or carryover of personal time off, and any unused personal time remaining at the end of the calendar year will be forfeited; provided, however, that the immediate supervisor or the Executive Director shall have the discretion in appropriate circumstances and in the best interests of the District to allow an employee to carry forward unused personal days for a period of up to 60 days.

<u>Separation or Retirement</u>: An employee is entitled to payment for any unused personal time that may be remaining at the time of the employee's voluntary or involuntary separation from the District.

#### School Conference and Activity Leave (Revised)

An employee may be eligible to take up to a total of eight (8) hours of unpaid school conference and activity leave per school year to attend school conferences, academic and behavioral meetings or classroom activities related to the employee's child(ren), if the conference, meeting, or classroom activities cannot be scheduled during non-working hours. For purposes of this policy, "school" means any public or private primary or secondary school or educational facility located in Illinois or a state that shares a common boundary with Illinois.

No more than four hours of such leave may be taken in any one day, and such leave will not be granted until the employee has used all available vacation time, personal time, and compensatory time.

Before arranging attendance at the school conference or activity, and at least seven (7) days in advance of the requested time off, the employee must provide the District with a written request for leave. In an emergency situation, the employee may give twenty-four (24) hours notice. In addition, the employee must consult with his/her immediate supervisor to schedule the leave so as not to unduly disrupt operations.

School Conference and Activity Leave shall be unpaid. The employee may choose, however, to make up the time taken for such leave on a different day or shift if such an arrangement can reasonably be provided by the District. If an employee chooses not to make up the time taken, or an arrangement to make up such time cannot be made, the employee will not be compensated for the leave taken.

Upon completion of school conference or activity leave, the employee may be required to produce documentation of the conference or activity from the school administrator, and to submit such documentation to the District.

Note	Failure to submit the required documentation upon the request of the District within two (2) working days of the school conference or activity leave may subject the
	employee to disciplinary action, up to and including termination of employment.

#### Sick Bank (Revised)

The Sick Bank is intended to enable a full-time employee, who has either depleted or not yet accrued enough sick time, to take short term leaves of absence with pay due to serious illness, injury or other medically necessary reason or to care for an immediate family member's serious illness, injury or other medically necessary reason. Such leave may be taken only if the employee has exhausted all paid leave (i.e., sick, personal, vacation and compensatory time). Sick Bank time may not be distributed to employees on workers' compensation or disability leave.

<u>Contribution of Sick Hours</u>: Each full-time employee is required to contribute a minimum of 8 hours of sick time per calendar year to be eligible for withdrawal from the Sick Bank. Employees may donate up to 48 hours of sick time per calendar year to the Sick Bank.

Any accrued hours of sick time in excess of the 280-hours/employee limit will automatically be deposited into the Sick Bank at the close of the calendar year.

<u>Eligibility</u>: In order to use Sick Bank time, an employee must have been employed full-time for a minimum of 6 months at the time of the request. Additionally, an employee must first exhaust all of his/her own accrued paid time off (i.e., sick, personal, vacation and compensatory time).

<u>Effect on Benefits</u>: An employee granted leave under this policy will continue to be covered under the District's group health insurance plan on the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.

An employee will continue to accrue benefit hours (sick, personal and vacation) while he/she is using Sick Bank time. Once approved Sick Bank time commences, the employee will not be required to use benefit hours (personal, sick, vacation) that accrue during the approved sick leave period in place of preapproved Sick Bank hours.

Holiday hours will be paid and not count against approved Sick Bank time.

Effect on Family and Medical Act (FMLA) and Victims' Economic Security and Safety Act (VESSA) Leave: Sick Bank time will count toward an eligible employee's leave allotment of 12-weeks maximum per 12-month period available to eligible employees under FMLA and VESSA.

<u>Limitations</u>: Employees may be granted no more days of Sick Bank time than have been determined to be medically necessary by his/her physician up to a maximum of 60 workdays for an employee's own illness or injury and 10 workdays for an employee to care for a member of his/her immediate family in a rolling 12-month period.

<u>Returning to Work</u>: An employee must return to work when he/she is medically able, as determined by his/her physician or the District's occupational health provider. If deemed necessary by a physician, an employee may return to work on a part-time basis and the hours not worked will be designated as Sick Bank time.

<u>Work Release</u>: When an employee returns to work after the use of Sick Bank time for his/her own illness, injury or other medically necessary reason, the employee must bring a release from his/her physician stating that the employee is able to return to work. The District reserves the right to require an employee to undergo an examination by the District's occupational health provider to verify fitness to return to work.

<u>Procedure for Requesting Leave</u>: An appointed committee will administer the Sick Bank. A form requesting use of Sick Bank time should be completed and returned to the Human Resource Manager.

If the employee's physician or an immediate family member's physician determines that the employee cannot return to work due to the continued illness, injury or other medically necessary reason of the employee or an immediate family member, after using the number of days of Sick Bank time initially granted to the employee, the employee may, upon the determination of such physician that additional leave is needed, complete and return a new request form to the Human Resource Manager for additional Sick Bank time.

<u>Separation or Retirement</u>: An employee is not entitled to any payment for unused Sick Bank days that may be remaining at the time of the employee's voluntary or involuntary separation from the District.

#### Sick Time (Revised)

It is the policy of the District to provide all eligible employees with a paid sick time benefit in the event of incidental or brief absences due to the employee's illness or the illness of an immediate family member. The benefit for eligible employees should not be considered a privilege to be used at the employee's discretion, and no attempt should be made by the employee to utilize all available sick days under false pretenses. Falsification of the reason for use of paid sick leave shall be considered grounds for corrective discipline, up to and including termination of employment.

<u>Eligibility</u>: Full-time employees are eligible for paid sick time pursuant to the terms and conditions described below. Regular pPart-time, limited part-time and certified professional instructor employees are not eligible for paid sick time. Paid sick time shall be used in the event of actual sickness or illness of the employee or of someone in the employee's immediate family, or to attend a medical, dental, or other sickness-prevention appointment. "Immediate family" in regards to this policy is defined as the employee's child, spouse, domestic partner, sibling, parent, stepparent, grandchild, grandparent, mother-in-law, father-in-law and stepchild, as well as the employee's spouse's sibling and grandparent.

<u>Approval and Accrual of Sick Time</u>: All paid sick leave must be approved by the employee's immediate supervisor or the Executive Director. Unused sick leave may be accrued from year to year, however, no more than 35 sick days or 280 hours of sick time, may <u>be-rollover for use in the subsequent</u> <u>year.</u> <u>accumulated.</u> All full-time employees will earn 4 hours of sick leave for each calendar month employed by the District.

<u>Request for Sick Time</u>: In order for an eligible employee to receive paid sick time, the employee must notify his/her immediate supervisor as soon as practical of the illness and of the approximate length of absence required. Whenever possible, the employee should notify his/her immediate supervisor at least one hour before the time set for beginning daily duties. The employee shall further notify the supervisor prior to leaving his/her home during approved sick time. An employee using three or more consecutive days of sick time may be required by the immediate supervisor to submit a physician's statement certifying the illness. Any employee claiming illness under false pretenses shall be subject to corrective discipline, including termination of employment.

<u>Separation or Retirement</u>: An employee is not entitled to any payment for unused sick time that may be remaining at the time of the employee's voluntary or involuntary separation from the District.

#### Vacation Time (Revised)

The District believes that an employee's vacation time provides an important opportunity for rest and relaxation, and strongly recommends that all eligible employees make full use of their paid vacation benefit. Paid vacation time shall be computed in conjunction with the calendar year from January 1 through December 31, and such time shall be accrued in the calendar year prior to that in which it is used. However, with respect to new employees, vacation time is computed on a monthly basis until they reach January 1 of the year following their date of hire. All paid vacation time that is not used by the end of the calendar year following the year in which it was accrued may be carried over for use within 60 days in the new year or it will be forfeited.

<u>Eligibility</u>: Full-time employees and certified professional instructors are eligible for paid vacation time pursuant to the terms and conditions described below. Regular part-time and limited Ppart-time employees are not eligible for paid vacation time.

<u>Length of Vacation Time for New Employees</u>: New full-time employees will be entitled to take vacation time after they have been employed by the District for at least six (6) months. Employees, who reach January 1 prior to having worked six months with the District, will be entitled to take their accrued vacation time after completion of their sixth full month of employment.

Paid vacation time for newly hired full-time employees will be computed at the rate of 5/6th of a day for each full calendar month worked in the calendar year of hire, rounded off to the nearest half day.

Paid vacation time for new certified professional instructors will be computed at the rate of 2.5 hours of paid vacation time for each full calendar month worked up to 30 hours per calendar year.

The length of vacation time permitted to eligible full-time employees and certified professional instructors during the calendar year immediately following their date of hire will be as shown in the following chart:

Length of Vacation Time permitted to new Full-time Employees during the calendar year

immediately following their date of hire and Certified Professional Instructor Employees during the calendar year following eligibility:		
First Full Month of Employment	Full-time Employees	Certified Professional Instructors
January	10 days	30.0 Hours
February	9 days	27.5 Hours
March	8 days	25.0 Hours
April	7 1/2 days	22.5 Hours
May	7 days	20.0 Hours
June	6 days	17.5 Hours
July	5 days	15.0 Hours
August	4 days	12.5 Hours
September	3 days	10.0 Hours
October	2 1/2 days	7.5 Hours
November	2 days	5.0 Hours
December	1 day	2.5 Hours

For example, if an eligible full-time employee begins work with the District on May 15<sup>th</sup>, the employee will not be entitled to take any paid vacation time until the following January 1<sup>st</sup>. At that time, since the employee worked seven full calendar months during the previous calendar year (June through December), the employee will have accrued 6 paid vacation days that can be taken during the

Length of Vacation Time for Existing Employees Changing from Part-time to Full-time Status: Vacation time for an employee moving from an IMRF qualifying part-time position to a full-time

following calendar year.

position will be calculated based on their most current IMRF participation date, and be available for use on January 1 of the year following change of status. Vacation time for an employee going from a non-IMRF qualifying part-time position to a full-time position will be calculated from the start of their full-time employment date according to the above accrual table, and be available for use on January 1 of the year following change of status.

Length of Subsequent Vacation Time: Starting with January 1<sup>st</sup> of each calendar year, eligible employees will begin to accrue paid vacation time on a calendar-year basis. Eligible employees will accrue paid vacation throughout the calendar year, and all accrued vacation time will be available for use beginning the following January 1<sup>st</sup>. The amount of paid vacation time granted to eligible employees is shown in the following charts. Subsequent vacation time for a newly hired full-time employee or a non-IMRF part-time employee accepting a full-time position is calculated based on the full-time hire date. Subsequent vacation time for an employee changing from an IMRF eligible part-time position to a full-time position is calculated on the most recent IMRF participation date.

Full-time Employees	Paid Vacation Time
Less than 2 years of service	10 working days (80 hours)
2 to 10 calendar years of service	15 working days (120 hours)
10 to 20 calendar years of service	20 working days (160 hours)
20 or more -years of service	25 working days (200 hours)

Certified Professional Instructors	Paid Vacation Time
Per Calendar Year	A maximum of 30 hours may be accrued

<u>Request for Paid Vacation Time/Pay</u>: Employees shall make their requests for paid vacation time at least 30 days in advance by notifying their immediate supervisor or the Executive Director in writing. All requests for vacation time are subject to approval by the immediate supervisor or Executive Director after consideration of the District's staffing needs and other vacation requests. Vacation time off should be scheduled in units of at least one week, unless other arrangements are approved in advance. If a paid holiday occurs during the employee's vacation time, the holiday shall not be considered as part of the employee's vacation time.

<u>Separation or Retirement</u>: Upon separation or retirement from the District, an employee is entitled to be paid for any unused vacation time that was accrued from the previous calendar year, prorated through the last full calendar month of service.

# College Savings and Loan Payment: (NEW)

An employee may elect to cash in no more than 50% of their allotted Vacation time per calendar year, up to a maximum of 40 hours, and direct the funds to an established 529 College Savings Account and/or to a College Loan in their own name, their spouse's name, or their child's name. This election is limited to a one-time request per calendar year, per employee. Contributions/payments will be made directly to the applicable account(s). To take advantage of this benefit, the employee shall complete the 529 College Savings Account Contribution Form and/or the College Loan Payment Form and submit it to the Human Resource Manager no later than November 30<sup>th</sup> for processing. The employee is responsible for confirming receipt and crediting of the funds to their account(s).

#### Victims Economic Security and Safety Act (VESSA) (Revised)

District employees may take unpaid leave under the Victims' Economic Security and Safety Act ("VESSA"-<u>Amended by Illinois Workplace Transparency Act, effective 1/1/2020</u>)) in order to seek assistance in response to an act or threat of domestic violence, sexual assault, <u>gender violence</u>, or stalking. An employee may take this leave to seek services for someone who is a victim of domestic, <u>or</u>-sexual, <u>or gender</u> violence if the victim is: 1) the employee; 2) a covered family member (spouse, civil union partner, parent (biological or loco parentis), son, or daughterchild, and parent); or 3) a household member (who is currently residing with the employee). The employee may take leave for a child who is a victim if that child is under the age of eighteen (18) or, if the child is eighteen (18) years or older if the child is mentally or physically disabled and incapable of self-care. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests.<u>and</u> Tthe District's Executive Director may request a copy of a police report concerning the act or threat of domestic violence, sexual assault, <u>gender violence</u>, or stalking if there is any question concerning the adverse interests of the employee and the victim.

Employees are eligible to take up to twelve (12) work weeks of unpaid VESSA leave <u>from work on a</u> <u>continuous</u>, <u>intermittent or reduced work schedule</u> within any twelve (12) month period and shall be restored to the same or an equivalent position upon their return from leave. <u>This policy does not create</u> a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act.

#### a.) Reasons for Leave

An employee <u>who is a victim of actual or threatened domestic, sexual or gender violence ( or</u> <u>who has a family or household member who is a victim)</u> may take VESSA leave to obtain assistance or services for <del>a victim for</del> the following purposes:

- (1) to seek medical attention for, or to recover from actual physical or psychological injuries caused by domestic, or sexual, or gender violence;
- (2) to obtain services from a victim services organization;
- (3) to obtain psychological or other counseling;
- (4) to participate in safety planning, to seek <u>seasonal\_temporary</u> or permanent relocation, or to take other actions to increase the safety of the victim from future domestic<u>s</u> or sexual, or <u>gender</u> violence or to ensure economic security; or
- (5) to seek legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any legal proceeding related to or resulting from <u>actual or threatened</u> domestic, or sexual, or gender violence.

If an employee misrepresents the facts in order to be granted a VESSA leave, such employee will be subject to disciplinary action, up to and including termination of employment.

#### b.) <u>Notice oof Leave</u>

An employee must give the District's Executive Director at least forty-eight (48) hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If an employee is unable to provide advance notice, such employee must provide notice when able to do so but, in any event, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

#### c.) <u>Reporting While oon Leave</u>

An employee on VESSA leave shall be required to contact such employee's supervisor on a regular basis regarding the status of such leave and such employee's intention to return to work.

#### d.) Certification

Employees requesting VESSA leave must provide proper certification for all absences. The certification must show that:

- (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member;
- (2) the victim was subjected to an act or threat of domestic, or sexual, or gender violence; and
- (3) the leave is to seek assistance for a purpose covered by the Act as stated in the provisions of this Manual.

The employee must provide two (2) types of written documentation as certification:

- (1) a <u>signed and dated sworn</u> statement by the employee showing that the leave qualifies for a purpose covered by VESSA, and;
- (2) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from: (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic, or sexual, or gender violence or the effects of the violence; (b) a police or court record; or (c) other corroborating evidence.

It is the employee's responsibility to ensure that the District receives the proper certification. If the District does not receive adequate certification within a reasonable time period after leave is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences may instead be processed under other applicable leave policies and the employee will be held accountable for time taken under the District's attendance requirements.

e.) Leave ils Unpaid

VESSA leave is unpaid leave. An employee on VESSA leave may elect to substitute any period of unpaid leave for which the employee is eligible under federal, state or local law. An

employee on VESSA leave may also elect to use any available accrued paid time off which would otherwise apply to the circumstances of the leave, including any accrued sick time, vacation time, compensatory time or personal time. For instance, if VESSA leave is required because the employee is temporarily disabled due to domestic, or sexual, or gender violence, the employee may use any available accrued sick time for that portion of the leave. The substitution of any such paid or unpaid leave time shall not extend the maximum twelve (12) week VESSA leave period.

#### f.) Medical aAnd Other Benefits

During an approved VESSA leave, the District will continue to pay its portion of any applicable District-sponsored group insurance benefits for a period of not more than 12 weeks unless the Executive Director, in consultation with the District's Board, determines that additional payments would be appropriate and in the best interests of the District. The employee must make arrangements for payment of his/her share of the insurance premiums. If the employee does not return to work at the end of the leave period, the employee may be required to reimburse the District for the cost of the premiums paid by the District for maintaining health care coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic, or sexual, or gender violence, or other circumstances beyond the employee's control. In such a case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

If an employee is being paid for any portion of leave for IMRF disability, FMLA leave or any other leave, the employee will continue to accrue benefit hours for the months in which they are receiving payment. If the leave is unpaid, the employee will not accrue benefit hours, nor will they receive any regularly scheduled salary or wage increases during this period.

#### g.) Intermittent aAnd Reduced Schedule Leave

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works per work week or workday). If leave is unpaid, the District will determine the employee's salary based on the amount of time actually worked.

#### h.) Other Applicable Leaves

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA, which also qualifies under the Family and Medical Leave Act (FMLA), will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will also be designated as VESSA leave.

#### i.) <u>Returning fFrom Leave</u>

If the employee wishes and is able to return to work at the expiration of the leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions; however, the employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken the leave. The employee must return to work

immediately after the expiration of the approved VESSA leave in order to be reinstated to the same position or an equivalent position.

If the employee takes leave because of the employee's own medical or psychological condition, the employee is required to provide medical certification that the employee is fit to resume work, according to the District's usual policies.

# j.) <u>Reasonable Accommodation iIn tThe Workplace</u>

The District will consider making reasonable accommodations to an employee or job applicant for a known limitation resulting from domestic, or sexual, or gender violence, unless the accommodation would cause the District an undue hardship. If the employee is an otherwise qualified individual who can perform the essential functions of the job, but needs such an accommodation, the District may provide an adjustment to the job structure, workplace facility, or work requirements, including a change in the employee's telephone number or seating assignment, or installation of a lock or implementation of a safety procedure in the employee's work area in response to a need covered by VESSA. The District will also consider a request for transfer, reassignment, or modified schedule if needed due to a known limitation caused by an act or threat of domestic, or sexual, or gender violence. Other safety measures may also be appropriate. Any employee covered by VESSA may make a request for leave or for a reasonable accommodation to the Human Resource Manager or the Executive Director.

# k.) Confidentiality

The District will maintain the employee's written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The District will not disclose the nature of the leave other than to those specific persons who need to know in order to ensure the employee receives the appropriate VESSA rights, except as requested or consented to in writing by the employee or as otherwise required by applicable federal or State-law.

1.) No Retaliation

The District strictly forbids any of its elected or appointed officials, employees, supervisors, or other representatives from discriminating, retaliating, harassing, interfering with, restraining or otherwise treating an employee unfavorably, with respect to compensation, terms, conditions or privileges of employment, for requesting or taking VESSA leave or exercising any other rights under VESSA. If the employee believes he/she has been denied VESSA rights, or if the employee believes he/she has been treated unfavorably for having exercised any VESSA rights, the employee should immediately report such action to the Human Resource Manager or the Executive Director.

The District will investigate the employee's concerns and take corrective action if it determines that any of its elected or appointed officials or employees has violated the District's VESSA policy.

# 3.11 Voting Time

The District fully supports all employees' participation in government by voting in federal, state, and local elections. In most cases, polling schedules for voting allow employees who are eligible to vote

ample opportunity to vote before or after their working hours, and/or employees will be encouraged to take advantage of early voting opportunities. However, when the polling schedules conflict with work schedules of the District's employees, the employee's immediate supervisor will grant a maximum of two (2) hours <u>of</u> time off, with pay, for voting.

# 3.12 Workers' Compensation (Revised)

All District employees are covered under the Illinois Workers' Compensation Act. The Act provides for medical care and replacement of wages if an employee sustains an injury arising out of and occurring in the course of his/her employment with the District. Should the work-related injury result in time off in excess of 30 days, Illinois Municipal Retirement Fund (IMRF) employees may be eligible for concurrent IMRF disability benefits. For injuries resulting in permanent disability or disability expected to last in excess of one year, Social Security Disability benefits may also be available. Non-job-related illnesses or injuries, or illnesses or injuries not related to the performance of an employee's assigned duties are not covered under the Act.

Any work-related injury or illness (even if the employee is uncertain if the injury or illness is workrelated, but suspects it might be work-related) must immediately be reported directly to the employee's immediate supervisor or department director if the immediate supervisor cannot be reached directly. The District's risk management association will evaluate all claims.

# NoteFailure to immediately report an injury or illness may jeopardize the employee's<br/>eligibility for workers' compensation benefits.

The District strictly prohibits retaliation against any employee who, in good faith, reports a workrelated injury or illness, irrespective of whether the employee fails to comply with the reporting procedures under this policy. However, the District reserves the right to discipline any employee for engaging in unsafe, careless, or reckless conduct contributing to an avoidable workplace injury or illness, or for filing a fraudulent workers' compensation claim.

Upon notification, the District shall instruct the employee to report to a hospital or physician for an examination or treatment. In the case of an emergency, the employee should go to the nearest hospital emergency room for treatment and then utilize the District's occupational health services provider if additional treatment is necessary.

All medical evaluations by any licensed physician must be submitted to the Safety Coordinator for the duration of the period of leave.

The District reserves the right to have the employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the District's expense and the physician will submit the results to the District. The employee is entitled to a copy of this report.

The District may assign an injured employee to a modified duty assignment. No employee shall be allowed to return to work without a statement from a physician approving the employee's return to work without restrictions, or with restrictions acceptable to the District.

The District reserves the right to re-assign the employee to another position at the same pay and benefits the employee received at the time of the injury.

When an employee has been released by a licensed physician to return to work on a modified duty basis, the employee may periodically be requested to return for medical evaluations. For these doctor visits, the employee will be compensated at the employee's current rate of pay only for the period of time necessary for the visit, including reasonable transportation time. The District reserves the right to verify the time of the visit. Time taken over and above that which is necessary will be charged to the employee's available sick time, vacation time, personal time, compensatory time, or other time off. If the employee does not have any available time off, the employee will be compensated only to the extent required by law.

If an employee is being paid for any portion of leave for IMRF disability, FMLA leave or any other leave, the employee will continue to accrue benefit hours for the months in which they are receiving payment. If the leave is unpaid, the employee will not accrue benefit hours, nor will they receive any regularly scheduled salary or wage increases during this period.

# **Section IV: Employee Conduct**

# 4.1 Alcohol and Drug Abuse (Revised-)

The patrons and employees of the Oak Brook Park District are a valuable resource and their health and safety are of serious concern to the Park District. Patrons need to be assured that Park District employees do not perform their duties while under the influence of any substance, whether it is legal or not, which impairs their ability to perform their duties or imperils the health, safety or well being of employees or the public. The Park District vigorously supports the Drug Free Workplace Act *(Chapter 30 ILCS Section 580/1 et. seq.)*. No Park District employee may perform his or her job duties under the influence of alcohol, cannabis, any illegal drug, or any drug for which the employee has a prescription that impairs the employee's ability to perform his or her job duties. No Park District employee may be in possession of alcohol, cannabis, or any illegal drug while performing his or her job duties. This policy is applicable to all our work force at any location while the employee is working. The Park District also complies with DOT 49 CFR part 40. We have a commitment toward maintaining a safe workplace, free from the influence of drugs and the abuse of alcohol.

Nothing in this policy allows the Park District to refuse to hire or to discharge any individual, or otherwise disadvantage any individual, with respect to compensation, terms, conditions or privileges of employment because the individual uses lawful products off the premises of the employer during nonworking and non-call hours. "Lawful products" means products that are legal under state law. For purposes of this provision, an employee is deemed on-call when the employee is scheduled with at least 24 hours' notice by his or her employer to be on standby or otherwise responsible for performing tasks related to his or her employment either at the employer's premises or other previously designated location by his or her employer or supervisor to perform a work-related task.

Employees are required to report to their supervisors the use of any prescription drug, which may impair the employee's ability to perform the essential functions of his or her job with the Park District. This includes, but is not limited to, the use of medical cannabis.

# Medical Cannabis

Registered qualifying patients in Illinois may be able to obtain a registry identification card, which allows them to purchase medical cannabis for the treatment of a variety of debilitating medical conditions under the Compassionate Use of Medical Cannabis Program Act. The Act also provides employers with the ability to regulate the use of medical cannabis on employer owned premises and during work hours. The following regulations shall apply to employees of the Park District who may also qualify to obtain legal access to medical cannabis:

- 1. Employees are strictly prohibited from possessing and/or using medical cannabis on any Park District owned property at any time;
- 2. Employees are strictly prohibited from using medical cannabis during all work hours;
- 3. Employees are strictly prohibited from reporting to work under the influence of medical cannabis;
- 4. Employees may not possess medical cannabis in their personal vehicles in any Park District parking lot unless the medical cannabis is in a sealed, tamper-evident medical cannabis container;
- 5. Employees who possess a Commercial Driver's License ("CDL") shall not use or possess medical cannabis; and

Oak Brook Park District Personnel Policy ManualPage 45Approved by Board of Commissioners March 20, 2017 (Amended 9/11/19) – Proposed Revisions 1/30/2020

Notwithstanding the specific prohibitions set forth above, any employee who validly possesses a card, allowing for the use of medical cannabis shall still be subject to all other provisions of the Park District's Alcohol and Drug Abuse Policy.

## **Recreational Cannabis Use**

Recognizing that limited possession and use of cannabis for those over 21 years of age is lawful in Illinois as of January 1, 2020, it remains a controlled substance under federal law. Therefore, employees whose jobs are subject to federal prohibitions, such as those that require Commercial Drivers Licenses ("CDL"), or who work pursuant to certain federal grants, are prohibited from using cannabis under any circumstances, and remain subject to federal prohibitions and testing requirements.

# **Notice of Convictions**

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

# ALCOHOL AND DRUG TESTING

#### **Pre-Employment Screening**

Each prospective employee is required to sign a consent form and undergo a drug screening.

#### **Reasonable Suspicion**

In order to help protect the health and safety of employees and the public and to maintain a drug and alcohol-free workplace, the Park District may conduct drug and alcohol testing if a supervisor has a "reasonable suspicion" that an employee is under the influence of drugs and/or alcohol at work.

A supervisor shall have a "reasonable suspicion" that an employee is under the influence of drugs and/or alcohol if the employee demonstrates specific, articulable symptoms while working that lead the supervisor to have a good faith belief the employee is under the influence. A supervisor will use the PDRMA Drug and Alcohol Impairment and Reasonable Suspicion Observation Form to clearly document the specific, articulable observations and behaviors that create a reasonable suspicion that an employee is under the influence of drugs and/or alcohol. Examples include:

- Odors (smell of alcohol, cannabis, or other unlawful substances).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused, or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions)
- negligence or carelessness in operating equipment or machinery
- disregard for the safety of the employee or others

• carelessness that results in any injury to the employee or others.

When reasonable suspicion testing is warranted, the employee's supervisor will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test. Refusal by the employee will be treated as a positive drug test result and will result in immediate termination of employment.

# **Testing Conducted**

The Park District may test for alcohol and any controlled substance or or cannabis (when reasonable suspicion exists or when the employee is subject to federal or state prohibitions). Employees are required to sign a consent form, cooperate with any authorized testing, and execute any and all releases necessary to provide the Park District with the results of any test. Failure to cooperate or execute required releases will be grounds for discipline up to and including termination. The procedures of the physical testing and examination will be those set by the medical clinic or laboratory designated by the Park District and will be followed by the employee.

# **VIOLATIONS OF THE ALCOHOL & DRUG ABUSE POLICY**

# **Disciplinary Action Steps**

Any employee testing positive for illegal drugs, alcohol levels exceeding .02 blood alcohol concentration, or being impaired while on duty under the influence of legal drugs may be disciplined up to and including termination from employment. Prior to issuing any final disciplinary action, the Park District will afford the employee a reasonable opportunity to contest the basis of the determination.

In lieu of termination, the Park District may require an employee to successfully complete substance abuse evaluation assessment, treatment and/or counseling at the employee's expense. Employees participating in a drug or alcohol treatment program will be allowed to use any paid time off benefits they have accrued; however, any time off necessary to participate in any drug or alcohol treatment program will be either unpaid or paid by the use of the employee's accumulated but unused leave.

An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the District. Participating in a treatment program will not, in and of itself, protect the employee from disciplinary action should job performance remain unsatisfactory.

The District will maintain medical records confidentially, including records concerning alcohol or drug abuse, diagnosis, and treatment, in a file separate from the regular employee personnel files in accordance with the terms of the District HIPAA Policy. Access will be limited to the terms and individuals identified in the District's HIPAA Policy. The District will not disclose these records to persons outside the District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

The District has implemented this policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Since

District employees operate, supervise and maintain parks, facilities, programs, and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the District wishes to assure the health and safety of all its patrons and employees.

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

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

This policy does not replace any of the provisions or requirements of the District's CDL Alcohol and Drug Testing Procedures for employees holding positions that require a Commercial Driver's License. The procedures are detailed in the District's Safety Manual.

Park District employees who operate Park District commercial motor vehicles and possess a commercial driver's license have special responsibilities necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles. As part of its continuing commitment to safety and to comply with federal law, the Park District has established a controlled substance and alcohol testing policy for Park District positions that require a commercial driver's license ("CDL Testing Policy"). Both the Park District and the federal government recognize that it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The CDL Testing Policy is in addition to and supplements and complements rather than supersedes all other Park District policies, rules, procedures, and practices, including without limitation, this Alcohol and Drug Abuse Policy. However, for persons to whom the CDL Testing Policy applies, in the event of any conflict between any of the provisions of the CDL Testing Policy and the provisions of any other Park District Policy, rule, procedure, or practice, the provisions of the CDL Testing Policy will control.

#### Acts Prohibited

The unlawful manufacture, distribution, dispensation, possession, or use of a Controlled Substance, including cannabis, medical marijuana and alcohol, is prohibited on District property or while acting on behalf of the District. This prohibition shall apply to the administration or Possession of Cannabis for personal medical use by a qualified patient under the Illinois Medical Cannabis Act on District Property or while acting on behalf of the District.

#### **Definitions**

For purposes of this policy, the following definitions apply:

- 1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
- "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.) which
  provisions are specifically incorporated in this policy by reference and includes Medical
  Marijuana.
- 3. "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this policy by reference.
- 4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
- 5. "District" or "Park District" shall mean the Oak Brook Park District.
- 6. "District Property" means any building, park, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the District. District Property also includes property used by District patrons while on District sponsored events or field trips and property of others when presence thereon by a District employee is related to employment with the District.
- 7. "Drugs" mean Legal Drugs and Controlled Substances, including Cannabis.
- 8. "Legal Drugs" mean prescription drugs, including Medical Marijuana and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.
- 9. "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.
- 10. "Medical Marijuana" means marijuana used by registered patients with debilitating medical conditions who are engaged in the medical use of marijuana in compliance with the Illinois Compassionate Use of Medical Cannabis Pilot Program (410 ILCS 130/1 et seq.).
- 11. "Policy" means this Alcohol and Drug Abuse Policy of the Oak Brook Park District.

- 12. "Possess" or "Possession" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.
- 13. "Public Safety Responsibility" means a position in which the nature of an employee's duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm, or a position in which an employee is responsible for the administration or enforcement of alcohol/drug policies.
- 14. "" means that the employee is affected by Alcohol or Drugs in any determinable manner, including slurred speech, impaired dexterity or agility, inappropriate demeanor, or similar symptoms indicative of the likelihood that such employee is and is impaired in his/her ability to safely perform job responsibilities, including, but not limited to, driving a vehicle or using equipment, or that such employee is a danger to himself/herself, to other employees, or to participants in District programs or activities on District Property or while acting on behalf of the District. A determination of being can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness.

#### **Voluntary Treatment**

It is the responsibility of each employee to seek assistance before Alcohol or Drug problems lead to disciplinary action. The District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of this Policy or other rules of conduct. Seeking such assistance will not be a defense for violating the Policy, nor will it excuse or limit the employee's obligation to meet the District's policies, rules of conduct, and standards including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. Employees who suffer from Alcohol or Drug addictions are encouraged to consult voluntarily with District management andundergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although some of these expenses may be covered under the employee's group health plan or the District's EAP. District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with the District's HIPAA policy.

#### Screening and Testing

The District may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibilities be screened or tested on a random basis, or may require any employee to be screened or tested following a work place accident involving a possible violation of safety rules and reasonable suspicion that the employee is e of Alcohol or Drugs during and after an employee's participation in an Alcohol or Drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is Under the Influence of Alcohol or Drugs. The screening or testing will be conducted by Medical Facility selected by the Park District at the Park District's expense. The screening or testing may require an analysis of the employee's breath, urine and/or blood or such similar substance as the Medical Facility may recommend. Employees who undergo Alcohol or Drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of Legal Drugs, including Medical Marijuana, and to explain the circumstance of their use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive Drug and/or Alcohol test may result in disciplinary action, up to and including termination of employment;

provided that an employee who tests positive for Cannabis and who is a qualified patient under the Illinois Medical Cannabis Act shall not be disciplined for a confirmed positive drug test unless such person is determined to be, as defined in this Section, by the means of determining whether an individual is as set forth in this Section.

Each District employee or prospective employee is required to sign a consent form prior to taking the Drug screening.

Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including termination of employment, as deemed appropriate by the District, in its sole discretion, under the circumstances.

#### **Treatment**

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

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

This section will be construed in a manner consistent with your rights and obligations under the Illinois Compassionate Use of Medical Cannabis Pilot Program (410 ILCS130/1 *et seq.*), including any applicable interpretive rules that may be adopted, now or in the future, pursuant to this Policy. Be assured that the District respects the rights of our employees who are registered patients with debilitating medical conditions who are engaging in the uses of Medical Marijuana in compliance with the law. However, as with Alcohol and Drugs, employees may not operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, supervise minors, or have Public Safety Responsibility while being . Additionally, employees may be disciplined or discharged for reporting to work in Possession of or of Cannabis. In all cases, an employee who is a registered patient engaged in the use of Medical Marijuana is subject to all of the District's normal drug testing requirements, personnel policies and disciplinary penalties for policy violations.

#### Use of Legal Drugs

Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has Public Safety Responsibility and who has taken a Legal Drug (including Medical Marijuana) must report the use of such Legal Drug to their immediate supervisor if the Legal Drug may cause drowsiness or if it may alter judgment, perception or reaction time. The burden is on the employee to ascertain from the employee's doctor or pharmacist whether or not the Legal Drug may have such a potential side effect. The information will be retained by the District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the department director, will decide whether or not the employee may safely continue to perform the job while using the Legal Drug. Failure to declare the use of such Legal Drugs may be cause for discipline up to and including termination of employment.

Oak Brook Park District Personnel Policy ManualPage 51Approved by Board of Commissioners March 20, 2017 (Amended 9/11/19) – Proposed Revisions 1/30/2020

#### Notice of Conviction

Any employee who is convicted of violating any federal or state Criminal Drug Statute must notify the Executive Director within five (5) days after such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, Possession or use of any Controlled Substance or Cannabis. Failure to notify the Executive Director may subject the employee to disciplinary action, up to and including termination of employment.

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

An employee who reports to work or is found during working, or hours to be or to have been under the influence of alcohol, controlled substances, or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on District property or while acting on behalf of the District, is convicted of a drug related crime, causes financial or physical damage to the District property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of legal drugs in accordance with this policy, will be disciplined in accordance with the Discipline Process section of this Manual; provided that an employee who tests positive for cannabis and who is a qualified patient under the Illinois Medical Cannabis Act shall not be disciplined for a confirmed positive drug test unless such person is determined to be Under the Influence, as defined in this Section, by the means of determining whether an individual is Under the Influence as set forth in this Section. In addition to or in the alternative, depending on the circumstances as determined by the District in its sole discretion, the District may require the employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the District and by a federal, state or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the District. Participation in a treatment program will not, in itself, protect the employee from disciplinary action should job performance remain unsatisfactory.

In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this policy and this Manual, the District will discipline an employee up to and including termination of employment for the following:

- 1. If the employee refuses to submit to diagnosis, testing or screening upon an authorized request of the District;
- 2. If the employee tampers in any way with the specimen given to the Medical Facility for purposes of alcohol or drug screening or testing;
- 3. If the Medical Facility recommends treatment and the employee refuses to undergo such treatment;
- 4. If, while undergoing treatment, the employee fails or refuses to follow the course of treatment;

- 5. If the employee, during the course of or following treatment, is again Under the Influence of alcohol or drugs in violation of this policy; or,
- 6. If the employee fails to notify the Executive Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.

#### Pre-Employment Screening

As a final prerequisite in the Park District employment selection procedure, persons otherwise offered a full-time, labor intensive position with the Park District will be required to undertake a physical examination which may include a drug and alcohol screening test.

#### **Inspections**

In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis (including medical marijuana), employees may be subject to inspection as follows: Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the District and which an employee is permitted to use during employment with the District, are and remain the property of the District. Employees are not permitted to keep controlled substances, cannabis (including medical marijuana) or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is subject to search by the District. Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including termination of employment.

#### Records

The District will maintain medical records confidentially, including records concerning alcohol or drug abuse, diagnosis, and treatment, in a file separate from the regular employee personnel files in accordance with the terms of the District HIPAA Policy. Access will be limited to the terms and individuals identified in the District's HIPAA policy. The District will not disclose these records to persons outside the District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

# 4.2 Attendance at Work

All employees are expected to be ready for work in a fit condition at the designated starting time.

#### 4.3 Blogging and Social Media

Social media are powerful communications tools that have a significant impact on organizational and professional reputations. The Oak Brook Park District has crafted the following policy to help clarify how best to enhance and protect personal and professional reputations when participating in social media.

Social media are defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include but are not limited to LinkedIn, Twitter, Facebook, YouTube, and MySpace.

Both in professional and institutional roles, employees need to follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with clients, parents, members, donors, media, and other District constituents apply online as in the real world. Employees are liable for anything they post to social media sites.

- a) Policies for All Social Media Sites, Including Personal Sites
  - **Protect confidential and proprietary information:** Do not post confidential or proprietary information about Oak Brook Park District, residents, nonresidents or employees. Adhere to all applicable district privacy and confidentiality policies. Employees who share confidential information do so at the risk of disciplinary action or termination.
  - **Respect copyright and fair use:** When posting, be mindful of the copyright and intellectual property rights of others and of the district.
  - Don't use Oak Brook Park District logos for endorsements: Do not use the Oak Brook Park District logo or any other agency images or iconography on personal social media sites. Do not use the Oak Brook Park District's name to promote a product, cause, or political party or candidate.
  - **Respect Park District time and property:** Park district computers and time on the job are reserved for park district-related business as approved by supervisors. There are 15 minutes per day allotted to social media sites per user. After this time has expired, users will be timed out until the next day.
  - Coexisting with park district participants: Oak Brook Park District employees, summer staff and volunteers shall refrain from any proactive one-on- one communications with Oak Brook Park District customers (including teens) on social networking sites. They may accept invitations to profiles, groups, and events, but may not initiate any type of communication with customers or teens. Responses to customer and teen-initiated communications should be limited to those that are park district-related. Public one-on-one communications (i.e. posting a comment to a wall) are discouraged at all times

Park District employees, summer staff and volunteers agree not to use a social networking profile, group page, blog, or other Internet medium to discuss behavior that is prohibited by park district policy or the Code of Conduct, including, but not limited to, alcohol or drug use, sexual behavior, delinquent behavior, etc.

- Terms of service: Obey the Terms of Service of any social media platform employed.
- b) <u>Best Practices</u>
  - Think twice before posting: Privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect both on the poster and the Park District. Search engines can turn up posts years after they are created, and comments can be forwarded or copied. If you wouldn't say it at a conference or to a member of the media,

consider whether you should post it online. If you are unsure about posting something or responding to a comment, ask your supervisor for input or contact the marketing manager.

- Strive for accuracy: Get the facts straight before posting them on social media. Review content for grammatical and spelling errors. This is especially important if posting on behalf of the park district in any capacity. (See "Park District Social Media" below.)
- **Be respectful:** Understand that content contributed to a social media site could encourage comments or discussion of opposing ideas. Responses should be considered carefully in light of how they would reflect on the poster and/or the park district and its institutional voice.
- **Remember your audience:** Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes prospective sponsors, current sponsors, residents, nonresidents, current employers, board members, colleagues, and peers. Consider this before publishing to ensure the post will not alienate, harm, or provoke any of these groups.
- **On personal sites,** identify your views as your own. If you identify yourself as an Oak Brook Park District employee or staff member online, it should be clear that the views expressed are not necessarily those of the institution.
- **Photography:** Photographs posted on social media sites easily can be appropriated by visitors. Consider adding a watermark and/or posting images at 72 dpi and approximately 800x600 resolution to protect your intellectual property. Images at that size are sufficient for viewing on the Web, but not suitable for printing.

## c) Park District Social Media Sites

- **Purpose of Park District Social Media Sites:** The Park District will utilize social media to increase our presence on the web, and develop conversational platform with our constituents that is both informational and promotional.
- **Content and Monitoring:** The Marketing Manager and IT Manager are responsible for the content of and monitoring all park district pages. Departments or employees that would like to contribute content or create a new social media promotion must contact the Marketing Manager.
- Approval: The Executive Director must approve all social media sites, promotion and communications that assume the Park District voice.
- FOIA Requests: The Illinois Freedom of Information Act states that "Written requests may be submitted to a public body via personal delivery, mail, telefax, or other means available to the public body" (*5ILCS 140/3 (c)*). Therefore, if a member of the public posts a comment on an agency's account that clearly requests certain records, it will be construed as a valid FOIA request. The marketing manager will forward all available information to the FOIA officer to address or clarify the request. The Park District will make a reasonable effort to ensure that contact information for FOIA requests is available on social sites.

- Acknowledge who you are: If you are representing Oak Brook Park District when posting on a social media platform, acknowledge this.
- Link back to the Park District: <u>www.obparks.org</u> is the only official website of the Oak Brook Park District. Whenever possible, link back to the Oak Brook Park District web site. Ideally, posts should be very brief, redirecting a visitor to content that resides within the Oak Brook Park District web environment.
- **Protect the Park District voice:** Posts on social media sites should protect the park district's institutional voice by remaining professional in tone and in good taste. No individual Oak Brook Park District department or program should construe its social media site as representing the park district as a whole. Consider this when naming pages or accounts, selecting a profile picture or icon, and selecting content to post—names, profile images, and posts should all be clearly linked to the particular department or program rather than to the park district as a whole.

## 4.4 Break Time for Nursing Mothers (Revised)

The Fair Labor Standards Act (FLSA), as amended March 23, 2010 when the Patient Protection and Affordable Care Act (PPACA) took effect, requires employers to provide reasonable break time for nursing mothers to express breast milk for up to one year following the child's birth.

The District's "Break Time for Nursing Mothers Policy" outlines guidance for compliance with the law, and prohibits discrimination and/or harassment of employees who exercise their right under this policy. This policy establishes standards for breastfeeding and expressing milk for a nursing mother while at work.

Employees shall be provided a place to express their milk. The location provided will be private and functional as a space for expressing breast milk. A bathroom, even if private, is not a permissible location.

Employees shall be provided flexible <u>paid</u> breaks to accommodate milk expression. Breaks for more than 15 minutes in length are unpaid for non-exempt employees and this time should be reflected on the time record.

Supervisors who receive an accommodation request will work with the Human Resource Manager to review available space (private space with a secured door) and notify employee of appropriate space use.

#### 4.5 Children in the Workplace

The presence of children in the workplace with an employee parent during an employee's workday is inappropriate and is to be avoided except in extraordinary emergency situations. This policy is established to avoid disruptions and distractions in job duties of the employee and co-workers, reduce property and general liability, and help maintain the District's professional work environment.

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

If bringing a child to work with the employee is unavoidable, the employee must contact his/her supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany the employee while working. Factors the supervisors will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-workers' work. If the supervisor determines that it is not appropriate for the child to accompany the employee parent to the workplace, the employee will be required to take vacation or personal leave, with or without pay. Consideration will not be given to allowing a child with an illness to come to work with the employee.

A child brought to the workplace in unavoidable situations will be the responsibility of the employee parent and must be accompanied and be under the direct supervision of the employee parent at all times. The District will accept no liability for property damage or personal injury resulting from the presence of the child in the workplace and, by bringing the child to the workplace, the employee parent agrees to accept total responsibility for such liability. If an employee parent finds it necessary to bring a child to the workplace an excessive number of times, as determined by the supervisor, the employee parent may be subject to disciplinary action, up to and including termination.

# 4.6 Chronic Illness

It is the policy of the District to ensure a safe and healthful workplace for all employees and to prohibit arbitrary discrimination in the event an employee becomes afflicted with a chronic illness/disease.

In the event that an employee incurs a medical condition or disease that may affect the health or safety of the employee, co-workers, or the public, the employee has a responsibility to seek appropriate medical care. When the District becomes aware of an employee's medical condition, the District will take the appropriate medical action based on the doctor's recommendation about the employee's ability to work.

Eligible employees with a chronic illness/disease are entitled to participate in District-sponsored benefits plan, group insurance, sick leave, medical leave, family leave, and any other benefits or leave for which they would otherwise be eligible.

In addition, supervisory employees are responsible for making all employment decisions relating to individuals with a chronic illness/disease in a non-discriminatory manner. This includes hiring, promotion, pay, benefits, training, discipline, termination of employment, or other terms or conditions of employment.

## 4.7 Donations (Acceptance of)

Any and all donations to the District shall be referred to the Executive Director for consideration, review, approval, or further direction as to use of any accepted donation and acknowledgement to the donor.

# 4.8 Donations (Giving of)

The Marketing Department will oversee the giving of donations from the District. The Executive Director must approve all donations. The District's Board must approve all monetary donations. All donations will be restricted to events and organizations sponsoring events in Oak Brook, and the following bordering communities: Oakbrook Terrace, Elmhurst, Western Springs, Westchester, Downers Grove, Clarendon Hills, Westmont, Hinsdale, LaGrange, and Villa Park.

Only one donation per organization will be made per calendar year. All gift certificate donations will expire one year from the date of issuance. The District will supply, with each donation, a certificate and an information sheet explaining all terms of the donation.

# 4.9 Dress Code (Revised)

It is the desire of District to project a consistent, professional image to the public. The personal appearance of employees conveys to the public a general impression of the District. Employees must be neat, clean and orderly at all times while on duty.

Body piercing jewelry is strictly limited to earrings, and the style of earring or jewelry may not present a safety hazard to the employee, his/her coworkers or the public.

Tattoos shall not be offensive in nature (i.e., words and/or symbols of profanity). Any tattoo design that is determined to be offensive, unprofessional or excessive must be covered. Tattoos must not be immodestly placed so as to draw inappropriate attention. Excessive visible tattoos will not be permitted.

The District will provide Oak Brook Park District apparel to employees who are required to wear uniforms while on duty. In accordance with the department's dress code and each employee's job description, shirts, sweatshirts, caps/hats and other protective gear may be required. While on duty, only apparel with the "Oak Brook Park District" embroidery or screen print shall be worn by employees. Employees shall not wear any District issued apparel when not on duty or while exercising/working out. Apparel with affiliate or sponsor logos may be worn with supervisor approval.

The District provides personal protective equipment (PPE) which is to be worn during work functions that have been identified by supervisory personnel and the District's Safety Committee. OSHA and the Illinois Department of Labor require that park and recreation agencies conduct a hazard assessment of their workplace to determine if any hazards exist that would require the use of personal protective equipment. Employers must select and have affected employees use PPE suitable for protection from existing hazards. These hazards are listed in Workplace Hazard Assessments, which also list the required PPE. PPE may consist of earplugs, ear covers, helmets, safety goggles/glasses, chaps, protective gloves and other equipment. Employees will be trained to know when personal protective equipment is necessary; what type is necessary; how it is to be worn; and what its limitations are, as well as proper care, maintenance, useful life, and disposal. Employees are required to wear the PPE to the designated storage area upon completion of the job assignment on a daily basis or as directed

by their supervisor. Employees who do not comply with personal protective equipment procedures shall be subject to discipline.

#### Front-line Employees

Employees having direct contact with the public are responsible for wearing an "Oak Brook Park District" nametag and shirt. These employees include: Front Desk Employees, Fitness Floor Employees, Program Instructors and Personal Trainers. The District will provide "Oak Brook Park District" shirts and nametags. Employees are required to return nametags and shirts to their supervisors upon termination of employment.

Slacks, shorts, or skirts can be worn. They are to be casual in style and in khaki, black or navy colors. Shorts shall be no higher than the top of the knee. Skirts shall be no higher than 2 inches above the knee. Jeans or athletic pants may only be permitted, if necessary, to perform a specific job function.

#### Aquatic Center Employees

Life Guards: Lifeguards will wear the prescribed guard suit and shirt. Guards are allowed to wear red shorts, or red warm-up pants, and red sweatshirts. Guard whistles and lanyards must be worn around the neck or wrist at all times. Absolutely no twirling of these items is permitted. Polarized sunglasses, sunscreen and a hat or visor must be worn while outside.

**Swim Instructors:** All swim instructors while on duty are required to wear the provided uniform consisting of a red one-piece swimsuit or red swim trunks. No towels shall be worn on deck. If an instructor is out of the water, he/she may wear instructor shorts and a Park District issued shirt. They may also wear a royal blue staff sweatshirt and sweatpants.

#### Park Maintenance, Facility Maintenance and Janitorial Employees

The District will provide "Oak Brook Park District" shirts and caps/hats for Park/Facility maintenance and janitorial employees. Such employees are required to return uniforms to their supervisors upon termination of employment.

The wide variety of maintenance tasks conducted at the District make it difficult to require employees to wear safety shoes at all times. In some cases, metal sole inserts or steel toes can make bending and kneeling difficult and can chill feet during winter months. However, it is important that employees have this important foot protection available when specific jobs warrant its use. Maintenance employees may wish to have both a standard work boot and safety shoe available so they can wear appropriate foot protection when conducting specific work tasks that present risks from falling or rolling objects.

**Janitorial Employees** may wear dark colored khakis or work pants. Pants shall not have holes or stains. Shoes shall have non-skid soles and provide sturdy traction for possible wet floors that occur during cleaning operations.

**Park Maintenance/Facility Maintenance Employees** are to wear durable work pants in dark colors, which provide protection for the duties assigned. Pants shall not have holes or stains. Pants used for painting purposes are permitted to have paint stains and are to be worn only during painting projects.

#### Executive and Administrative Employees

Employees are expected to dress in business casual attire Monday through Thursday. Exceptions to the business casual code will only be permitted if necessary to perform a specific job function or on Casual Friday. Employees that are provided with logoed apparel by the Park District will be required to wear such items during regularly scheduled group activities and other annual special events, as directed by the Executive Director. Minimum business casual dress includes:

**Shirts:** Button down dress shirts, button down casual shirts, golf shirts, sweaters, turtlenecks, and mock turtlenecks are acceptable. Sweatshirts, shirts with logos, tank tops, midriff tops, halter-tops, tops with bare shoulders, low-cut necklines, and t-shirts, unless worn under another blouse or jacket, are inappropriate.

**Pants:** Slacks and pants should be of cotton, synthetic or a blend of dress/casual pants. Jeans, athletic pants, shorts, Bermuda shorts, bib overalls, leggings, and any spandex are inappropriate.

**Skirts and Dresses**: Casual dresses and skirts should be at a length no shorter than 2 inches above the knee and/or split below the knee. Mini-dresses, skorts, sundresses and spaghetti-strap dresses are inappropriate.

**Footwear**: Dress shoes, loafers, or flat leather shoes should be worn with coordinating socks. Dress heels and dress sandals are acceptable. Athletic footwear or casual rubber flip-flops are inappropriate.

#### "Casual Friday" dress includes:

**Shirts**: Employees that have been issued District logoed shirts, sweaters, sweatshirts and/or warm-up tops must wear such items on "Casual Friday". If an employee does not wear logoed apparel, then business casual attire will be required to be worn. Button down dress shirts, button down casual shirts, golf shirts, sweaters, turtlenecks, and mock turtlenecks are acceptable. Sweatshirts, shirts with logos, tank tops, midriff tops, halter-tops, tops with bare shoulders, low-cut necklines, and t-shirts, unless worn under another blouse or jacket, are inappropriate.

**Pants**: Jeans that are dark blue or black denim are permitted. The jeans shall not have any holes, frayed hems, or "washed out" color. Oak Brook Park District logo wear is also permitted.

**Skirts and Dresses**: Casual dresses and skirts at a length no shorter than 2 inches above the knee and/or split below the knee are acceptable. Dark blue or black jean skirts meeting the length guidelines are permitted. Jean skirts with holes, frayed hems or "washed out" color are not permitted. Minidresses, skorts, sundresses and spaghetti-strap dresses are inappropriate.

**Footwear**: Dress shoes, loafers, athletic, or flat leather shoes with coordinating socks; dress heels and dress sandals are acceptable. Flip-flops are inappropriate.

Dress Code Infractions

Failure to comply with the dress code policy will result in:

First Offense: A verbal warning will be issued.

**Second Offense**: A written warning will be issued and the employee will be sent home to change. **Third Offense**: Employment may be terminated.

# 4.10 Driving on District Business

The District is committed to promoting safe and responsible driving for all of its employees. Employees who operate District-owned, leased/rented, or personal vehicles during the performance of their jobs must follow the rules and meet the driving record qualifications as established in the Vehicle Policy (Oak Brook Park District Safety Manual). Since the District has the sole discretion in determining who may drive in the course of District business, the District has the right to review any appropriate documents including driving records, proof of a valid license, automobile insurance information etc. and must be made aware of any driving violations, changes to driver information and driver status immediately. Any individual who is in violation of the safety expectations identified herein or in the vehicle policy may be subject to disciplinary action by the District, up to and including termination of employment.

# 4.114.11 Emergency Closings and Scheduled Facility Closure (Revised)

## **Emergency Closing:**

On occasion, due to inclement weather, power outages, national crisis, or other emergency situations, the District may close <u>its facilities</u> for all or part of a normally scheduled workday. Supervisors will notify employees by email, text or phone if the facility will be closed. The Oak Brook Park District also participates in the Emergency Closing Center System in which radio and television stations report on emergency closings of schools, organizations, and businesses. Announcements of the closings are broadcasted on WGN Radio 720-AM, WBBM Radio 780-AM, or televised on CBS Channel 2, NBC Channel 5, ABC Channel 7, WGN-TV Channel 9, or CLTV cable. The Emergency Closing Center also posts the information on their website: www.emergencyclosingcenter.com.

Depending on the type of emergency, certain services of the District may continue, for example, park maintenance crews scheduled for snow plowing during a snow storm. The District's directors and/or their designated representative will contact employees in essential operations to set the schedule for work. The emergency work schedule shall be determined so as to meet the needs of the District and maintain the safety of the employees and patrons.

The determination of whether an absence or tardiness is weather-related will be left to the discretion of an employee's immediate supervisor. Supervisors are expected to make employee safety a top priority.

The following guidelines shall govern whether or how an employee will be compensated in these situations:

- When operations are officially closed due to emergency conditions, the time off from scheduled work for full-time employees will be paid.
- Full-time employees in essential operations may be asked to work on a day when facilities are officially closed. In these circumstances, full-time employees who work will receive pay at their regular hourly rate for hours worked.

- Employees who have scheduled benefit hours on the day of an emergency closing will be paid benefit hours as previously approved.
- An employee, who for personal reasons, wishes to leave work early during severe weather conditions may do so with the permission of his/her supervisor and may opt to deduct such time from his/her accrued vacation, personal, or compensatory time.
- If an employee is unable to report for work, but the program/facility for which he/she works is open, the employee (whether exempt or non-exempt) will not be paid for that day unless the employee opts to deduct such time from his/her accrued vacation, personal, or compensatory time.

# Scheduled Facility Closure: (New)

When a facility is scheduled to be closed on a limited basis for a foreseen purpose (i.e., special event, building maintenance) at the direction of the Executive Director, full-time staff affected by the closure shall be compensated for the hours the facility is scheduled to be closed that fall within their regular established work schedule, up to a maximum of 8 hours/day (maximum 10 hours/day for employees with a 4/day work week schedule). If the full-time employee is not normally scheduled to work that day, they will not be compensated for the time the building is closed.

If a full-time employee is scheduled to work the full day or is using paid time off (personal hours, vacation hours, compensatory, scheduled sick hours for a doctor appointment) on the day the building closure occurs, they are to record their time as follows: actual worked hours, unpaid meal break if applicable, and paid time off hours that occur prior to the scheduled building closing time and then record the balance of hours occurring after the scheduled building closure time as "BLD" type hours for a maximum of 8 hours in the work day (maximum 10 hours/day for employees with a 4/day work week schedule).

Example #1: Regular established work schedule 8:30 am – 5:00 pm (less a 30-minute meal break) If the building is scheduled to be closed at 1:00 pm, an employee who works from 8:30 am until 12:30 pm and does not take a meal break, would record 4 hours worked plus 4 "BLD" hours on their time record.

Example #2: Regular established work schedule 4:30 am – 1:00 pm (less a 30-minute meal break) If the building is scheduled to be closed at 1:00 pm, an employee who begins work at 4:30 am, takes the required 30-minute meal break, and ends work at 1:00 pm, would record 8 hours worked and .5 hour unpaid meal break.

<u>Example #3: Regular established work schedule 7:00 am – 3:30 pm (less a 30-minute meal break)</u> with PTO used a portion of the day

If the building is scheduled to be closed at 1:00 pm, an employee who works from 7:00 am until 11:00 am, then leaves for a scheduled doctor's appointment and does not return, would record 4 hours worked, 2 hours sick time, and 2 "BLD" hours on their time record.

**Example #4:** Regular established work schedule 8:30 am – 5:00 pm (less a 30-minute meal break)

#### with PTO used the full day

If the building is scheduled to be closed at 1:00 pm, an employee who is scheduled to use vacation time for the whole day, would record 4 hours vacation and 4 "BLD" hours on their time record.

# 4.12 Gifts

No employee may accept any gift, reward or gratuity of any kind, or grant any special favor to others. If a gift, gratuity, or reward is offered to an employee, the employee shall immediately report it to his/her supervisor, who will consult with the Executive Director as to whether a gift, reward or gratuity should be retained by the employee. All decisions concerning the acceptance of gifts, rewards or gratuities shall be made by the Executive Director in accordance with the Illinois Gift Ban Act. In all instances where a gift, reward or gratuity must be declined, an employee should do so graciously and tactfully.

## 4.13 Identity Protection

The District has approved three important policies regarding identity protection:

- Identity Theft Prevention Customer Information Policy
- Identity Theft Prevention Social Security Numbers Policy
- Data Security Policy

These policies are mandated by law and are in response to the ever\_growing crime of identity theft. *Identity Theft is a* fraud committed or attempted using the Identifying Information of another person without authority. The District's Safety Manual contains these policies in their entirety. Highlights of the policies are presented below. All employees shall take every precaution to protect the identity of any individual.

## Identity Theft Prevention – Customer Information Policy

Pursuant to the Federal Trade Commission's "Red Flag" Rules under the *Fair and Accurate Credit Transactions Act of 2003 (Section 114)*, the District has implemented a Program to detect, prevent, and mitigate instances of Identity Theft, and provide for identification, detection, and appropriate response to patterns, practices, or specific activities, known as "Red Flags", which could indicate Identity Theft in the fraudulent use of credit cards, membership or registration accounts of the District's patrons.

The employees of the District that interact directly with patrons on a day to day basis shall have the initial responsibility for monitoring the information and documentation provided by the patron or any third-party in connection with the opening of new accounts, modification of, or access to existing accounts and the detection of any Red Flags that might arise.

The Executive Director or a designee shall see to it that all employees who might be called upon to assist a patron are properly trained so that they have a working familiarity with the relevant Red Flags identified in this Program, and so as to be able to recognize any Red Flags that might surface in connection with the transaction. An employee who is not sufficiently trained in this Program shall not have the authority to provide the patron with any service transaction without the direct supervision

and specific approval of a management employee. Employees shall receive additional training as appropriate, as changes to the Program are made.

All management employees shall be properly trained so that they can recognize the relevant Red Flags identified in this Program and exercise sound judgment in connection with the response to any unresolved Red Flags that may be present. Management employees shall be responsible for making the final decision on any such unresolved Red Flags.

For the effectiveness of Identity Theft Prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the District's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices is to be limited to those employees who need to know them for purposes of preventing Identity Theft in the use of credit cards, and/or patron membership/registration accounts. However, any employee who has suspicion of fraudulent use of credit cards or personal identity of any individual shall immediately report such concern to their immediate supervisor.

#### Identity Theft Prevention – Social Security Numbers Policy

Pursuant to the requirements of the *Identity Protection Act (5 ILCS 179/1 et seq.)* the District has established a Program\_to protect social security numbers from unauthorized disclosure.

No person acting on behalf of the District may do any of the following:

- 1. Publicly post or publicly display in any manner an individual's social security number.
- 2. Print an individual's social security number on any card required for the individual to access products or services provided by the District.
- 3. Require an individual to transmit his/her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
- 4. Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, and electronic mail or any similar method of delivery, unless State or Federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision of the Act or this policy to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend or terminate an account, contract or policy, or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under the Act or this policy may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope, or be visible on an envelope without the envelope having been opened.

Except as otherwise provided in the Act or this policy, no person may do any of the following:

- 1. Collect, use or disclose a social security number from an individual, unless:
  - a.) Required to do so under State or Federal law, rules or regulations, or unless the collection, use or disclosure of the social security number is otherwise necessary for the performance of the District's duties and responsibilities;
  - b.) The need and purpose for the social security number is documented before collection of the social security number; and
  - c.) The social security number collected is relevant to the documented need and purpose.
- 2. Require an individual to use his/her social security number to access an Internet website.
- 3. Use the social security number for any purpose other than the purpose for which it was collected.
- 4. Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology or other technology, in place of removing the social security number as required by the Act or this policy.

All District employees who have access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Such training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.

## Data Security Policy

The District acknowledges that safeguarding sensitive data in files and on computers makes good business sense. Loss of confidential customer and/or employee data can lead to lawsuits, the erosion of trust in the District and affect our reputation in the community. The Data Security Policy serves to set standards for collecting, securing, and disposing of sensitive personal information. The policy, in accordance with the *Illinois Personal Information Protection Act (815 ILCS 530)*, also establishes specific steps to be taken upon discovery of a security breach. All employees are responsible for adhering to the procedure provided in this policy to secure personal information held by the District.

## 4.14 Non-Compete, Non-Disclosure and Non-Solicitation

The District has the right to protect its valuable intellectual property rights and maintain the confidentiality of patron contacts and relationships, program and service planning information, or similar business information. Protection of confidential business information is vital to the interests and success of the District. Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including termination of employment, and possible legal action, even if they do not actually benefit from the disclosure of the information. Such information includes, but is not limited to: information about the operations and policies of the District, patron information and databases, unique marketing tools, brochures or advertisements, and/or personal information concerning the District's employees.

# <u>4.15 Non-Discrimination and Anti-Harassment</u> (<u>Revised</u> - <u>Approved</u> by the Board <u>1/15/18</u>)

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

It is the responsibility of each and every employee, officer, official, park commissioner <u>or board</u> <u>member</u>, agent, volunteer, and vendor of the District as well as anyone using the District's facilities, to refrain from sexual and other harassment. The District will not tolerate sexual or any other type of actual or perceived harassment of or by employees, interns, elected officials, or any other person in an employee's work environment. Actions, words, jokes, or comments based on an individual's actual or perceived gender (including gender identity or expression), sex race, color, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, sexual orientation, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other legally protected characteristic will not be tolerated. Actions, words, jokes, or comments based on an individual's sex, race, national origin, age, religion, sexual orientation, pregnancy, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, sexual orientation, or any other protected characteristic, because of his or her actual or perceived gender (including gender identity or expression), sex race, color, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, age, religion, disability, sexual orientation, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other legally protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the District prohibit disparate treatment based on these stated characteristics basis of sex, sexual orientation, pregnancy, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

#### **Definitions of Harassment**

- 1. **Sexual harassment** may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
  - a.) Submission to the conduct is made, either implicitly or explicitly, a condition of the individual's employment;
  - b.) Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee individual; or

c.) The harassment has the purpose or effect of interfering with the <u>employee's individual's</u> work performance or creating an environment that is intimidating, hostile, or offensive to the <u>individualemployee</u>.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

It is a policy of the Park-District to prohibit harassment of any person by any Park-District employee, Park-District commissioner, or Park-District agent on the basis of sex or gender. All Park-District employees, Park-District commissioners, and Park-District agents are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of <u>an individual's his/her-actual or perceived</u> race, color, religion, <u>gender (including gender identity or expression)</u>, sex, sexual orientation, <u>civil union partnership</u>, pregnancy, <u>childbirth</u>, <u>medical condition related to childbirth or pregnancy</u>, age, national origin, <u>citizenship status</u>, ancestry, marital status, veteran status, genetic information, <u>unfavorable discharge from military service or military status</u>, disability, <u>order of protection status</u>, -or any other characteristic protected by law or that of <u>an individual'shis/her</u> relatives, friends or associates, and that: (i) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

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

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

#### Retaliation Is Prohibited

The District prohibits retaliation against any individual <u>because he or she who</u>-reports discrimination, harassment, or retaliation, who participates in an investigation of such reports, and/or files a charge of discrimination, harassment or retaliation. Retaliation against an individual for reporting harassment, discrimination, or retaliation, for participating in an investigation of a claim of harassment,

discrimination, or retaliation, or for filing a charge of discrimination, harassment or retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination<u>of employment</u>.

In addition to the District's Similar to the prohibition on against retaliation, various state and federal laws prohibit retaliation for reports of discrimination, harassment, or retaliation. For instance, protections against retaliation exist under the Illinois Human Rights Act, and depending on the circumstances, protections against retaliation may exist under the Illinois Whistleblower Act and/or the State Officials and Employee Ethics Act. contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10), the Whistleblower Act (740 ILCS 174/1 et seq.), and the Illinois Human Rights Act (775 ILCS 5/6-101) provide whistleblower protections from retaliatory action for reporting sexual allegations.

#### Reporting Procedure

The District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. <u>This policy applies to all full-time and part-time employees.</u> Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination, or retaliation. Therefore, while no fixed reporting period has been established, the District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

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

If <u>you an individual experiences</u> or witnesses harassment, discrimination, or retaliation of any kind, the <u>you individual</u> should deal with the incident(s) as directly and firmly as possible by clearly communicating <u>yourhis/her</u> position to the offending person, <u>your his/her</u> immediate supervisor, <u>his/her</u> department director, and/or the Executive Director. <u>You The individual</u> should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, texts, social media postings, tweets, e-mails, and telephone messages can strengthen documentation. It is not necessary that the <u>discrimination</u>, harassment, or retaliation be directed at <u>you the individual</u> to make reporting a complaint.

Your response to harassment in the workplace may include any or all of the following steps:

• Direct Communication with Offender: If there is harassing, discriminatory, or retaliatory behavior in the workplace toward you or you witness such behavior, and if you feel comfortable doing so, you any person who experiences or witnesses such behavior, if the individual feels comfortable doing so, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If the person objecting is the harassed employee, he/she should clearly statinge that the conduct is unwelcome and that the offending behavior must stop. However, you are not the person

objecting is not required to directly confront the person who is the source of the report, question, or complaint before notifying the persons identified below as those designated to receive such reports, questions or complaints. Further, the person objecting is not required to directly confront the person who is the source of the report, question, or compliant if the individual is uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

- **Report to Supervisory and Administrative Employees**: At the same time direct communication is undertaken with the offender, or in the event an <u>youindividual</u> feels threatened or intimidated by the offending person, <u>you the person objecting</u> should promptly report the offending behavior to <u>yourhis/her</u> immediate supervisor or department director. If <u>you the person objecting</u> feels uncomfortable doing so, or if <u>yourhis/her</u> immediate supervisor and/or department director is the source of the problem, condones the problem or ignores the problem, the offending behavior should be reported directly to the Executive Director.
- **Report to President of the District's Board**: If the Executive Director is the source of the problem, condones the problem, or ignores the problem, <u>youthe person objecting</u> should immediately contact the President of the District's Board.
- **Report to Executive Director:** A person objecting to offending behavior may also report incidents of harassment or discrimination directly to the Executive Director. The Executive Director or a designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid.
- Complaint Against a Board Member: If a complaint is made about alleged discrimination, harassment or retaliation by an elected official of the District, the allegations should be reported to the Executive Director, the President of the Board, or any other Board member not involved in the alleged discrimination, harassment or retaliation. If a complaint is made against an elected official of the District under this Section, the matter must be referred to the District's legal counsel. The complaint and any investigation into the complaint will be thoroughly investigated by the Executive Director or an independent attorney or consultant and will be independently reviewed by a committee made up of other board members who are not the subject of the allegations.

Nothing in this policy precludes a report of discrimination, harassment, or retaliation to the Illinois Department of Human Rights, which is the State agency responsible for enforcing the Illinois Human Rights Act. Further, the IDHR maintains a hotline (phone: 877-236-7703) for confidential reports of sexual harassment.

#### Harassment Allegations Against Non-Employees/Third Parties

If <u>you an individual</u> makes a complaint alleging harassment, discrimination or retaliation against an agent, vendor, supplier, contractor, volunteer or person using District programs or facilities, the Executive Director will investigate the incident(s) and determine the appropriate <u>remedial</u> action, if any. The District will <u>mt</u>ake reasonable efforts to protect <u>you the individual</u> from further contact with such persons <u>when warranted or will take other reasonable steps to remediate the situation</u>. All

employees must recognize, however, that the District has limited control over the actions of non-employees.

Important Notice to All Employees	Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of	
	this <u>complaint</u> reporting procedure. An employee's failure to	
	fulfill this obligation could affect his/her rights in pursuing	
	legal action.	

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

Any commissioner of the Oak Brook Park District Board of Park Commissioners (Park Board) who believes that s/he has been sexually harassed by another Park Board Commissioner may file a complaint with the Park Board President. If the Board President is the reporting person or is implicated by the allegation, the report can be made to any other Park Board Commissioner. Any report under this section must be referred to the District's legal counsel. The District's legal counsel shall promptly appoint a qualified independent attorney or consultant to review and investigate the allegations. The Executive Director and Board President are hereby authorized and directed to implement and administer the Policy in accordance with applicable law.

#### Harassment of Non-Employees

Harassment of non-employees by employees is strictly forbidden and will be subject to discipline, up to and including termination. If a non-employee has a complaint of harassment, the non-employee should notify the Executive Director. If the Executive Director is implicated by the allegation, the report can be made to the Board President. The allegations of the complaint will be thoroughly investigated by the Board President as appropriate and, if warranted, reasonable remedial measures will be taken. For purposes of this Section, a "non-employee" means a person who is not otherwise an employee of the District and is directly performing services for the employer pursuant to a contract with the District.

## Responsibility of Supervisors and Witnesses

Any supervisor <u>or managerial employee</u> who becomes aware of any possible sexual or other harassment, discrimination, or retaliation of or by any <u>employee individual</u> should immediately advise the Executive Director who will investigate the conduct <u>promptly</u> and take prompt remedial action if the allegations are substantiated. All employees are encouraged to report incidents of harassment, discrimination and retaliation, regardless of who the offender may be or whether or not the reporting employee is the intended victim.

## The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. At no time will personnel involved in the alleged discrimination, harassment or retaliation conduct the investigation. The District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. *However, it is impossible to guarantee absolute confidentiality, as the Park District must be able to fully investigate and take prompt remedial action when necessary.* The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant knowledge to the allegations. The District reserves the right and hereby provides notice that third

parties may be contacted to investigate claims of harassment, <u>discrimination or retaliation</u>. All employees must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination of employment.

#### **Responsive Action**

After investigation, the District will determine whether a complaint of harassment, discrimination or retaliation has been substantiated or not based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action for a substantiated complaint may include, for example, training, referral to counseling, and/or disciplinary action (such as a warning, a reprimand, withholding of a promotion or pay increase, a reassignment, a temporaryseasonal suspension without pay, or termination of employment) as the District believes appropriate under the circumstances.

#### False and Frivolous Complaints

Given the possibility of serious consequences for an individual accused of sexual <u>or other</u> harassment, discrimination or retaliation, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action, up to and including termination of employment.

While the District hopes to be able to resolve any complaints of harassment, discrimination or retaliation within the District, the District acknowledges the right of individuals to contact the Illinois Department of Human Rights (IDHR) (at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601); (312) 814-6200, (TDD 312-263-1579) and/or the United States Equal Employment Opportunity Commission (EEOC) 1-800-669-4000 (TDD 1-800-669-6820) about filing a formal complaint.; The IDHR also has a reporting hotline (877-236-7703), which includes a method for the intake of anonymous phone calls regarding allegations of sexual harassment.—and, if If the IDHR Department determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor in Suite 5-100. The IDHR also has a reporting hotline, which includes a method for the intake of anonymous phone calls regarding allegations of sexual harassment.—If the IDHR does not complete its investigation within 365 days, an individual may file a complaint directly with the HRC between the 365<sup>th</sup> and the 395<sup>th</sup> day.

## 4.16 Outside Work

All District employees who secure outside employment shall notify their immediate supervisor and the Executive Director in writing of such employment. The outside employment may not interfere with the employee's normal duties with the District or in any way bring discredit to the District. Furthermore, the employee is not permitted to receive outside compensation for performing any work on District time.

## 4.17 Political Activity

All District employees are encouraged to exercise their individual right to vote as citizens. However, except as otherwise provided by law, employees shall not use their authority, position or title as a District employee as a means of influencing an election. Further, employees shall not solicit campaign

funds on behalf of candidates for District offices, take an active part in a political campaign on behalf of any candidate for office, or take part in the management of political activity on any level while on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the District.

# 4.18 Public Relations

It is expected that all District employees will be a credit to and exhibit loyalty to the District. Employees are expected to be courteous to the public, their fellow workers, and supervisors.

# 4.19 Romantic Relationships

Consenting "romantic" or sexual relationships between employees, especially between a supervisor and an employee, may at some point lead to unhappy complications and significant difficulties for all concerned – the employee, the supervisor and the District. Any such relationship may, therefore, be contrary to the best interests of the District.

Accordingly, the District strongly discourages such relationships and any conduct (such as dating between a supervisor and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the District does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between employees or between a supervisor and an employee should develop, it shall be the responsibility and mandatory obligation of the employee or supervisor to promptly disclose the existence of the relationship to his/her department director.

The District recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate this meaning of the term as it applies to either or both of them, and that they will act in a manner consistent with this policy.

The department director shall inform the Executive Director and others who need-to-know of the existence of the relationship, including in all cases the person responsible for the employee's work assignments.

Upon being informed or learning of the existence of such a relationship, the District may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time that disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation,

work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor has or has had such a relationship.

In addition, and in order for the District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he/she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his/her views about the matter known to the department director, the Human Resource Manager, or the Executive Director.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

## 4.20 Safety and Reporting Employee Injury

The District is committed to providing a safe and healthful working environment for all District employees. Employees are responsible for performing their job duties in a safe manner, following all applicable safety procedures. Failure to follow safety procedures of the District is subject to disciplinary action up to and including suspension or termination of employment. In the event of any accident or injury to the employee while on the job, the employee must report the incident immediately to his/her supervisor within 24 hours of the incident. The supervisor is responsible for completing and providing an incident investigation report to the District's Safety Coordinator and Executive Director within 24 hours of the incident. Any employee injured on the job may be instructed to report for a medical examination and/or treatment. Failure to timely report such injury or to report for treatment may result in a forfeiture of the employee's rights in accordance with the provisions of the Illinois Workers' Compensation Act.

#### 4.21 Smoke Free Workplace

Consistent with the Smoke Free Illinois Act and the District's General Use Regulations Ordinance, the Oak Brook Park District is committed to protecting everyone from exposure to second-hand smoke from any kind of lighted smoking equipment.

All Park District facilities and parks have been designated to be smoke-free. This includes offices and work areas, restrooms, conference and meeting rooms, lunch rooms, playgrounds, athletic fields, picnic areas, and all other areas within the District's operation. Smoking is also prohibited in all District vehicles, whether on District Property or not.

All employees and visitors must comply with this policy, without exception. Any employee who violates this policy may be subject to disciplinary action, up to and including termination.

## 4.22 Staff Solicitation

Any solicitation by an employee to obtain sponsorships from other employees for charity or school events or to sell goods, products or services to other employees, shall comply with the following guidelines:

- 1. No active, person-to-person solicitation shall be allowed, and all solicitation shall be by posting or disseminating information or notices as provided herein.
- 2. No employee will be allowed to set up a table at the District to disseminate information or sell goods, products or services.
- 3. Employees may be allowed to post information or notices, for no longer than two weeks at a time, for the purpose of soliciting sponsorships or selling goods, products or services to other employees; provided that such information or notices shall be posted only on bulletin boards at the time clock and copy machine; and further provided that advance approval must be obtained from the Executive Director.
- 4. Employees may be allowed to disseminate information or notices for the purpose of soliciting sponsorships or selling goods, products or services to other employees by placing such information or notices in employee mailboxes; provided that advance approval must be obtained from the Executive Director.
- 5. Posting or dissemination of information or notices will be permitted only if the information or notices posted or disseminated do not:
  - a.) Unreasonably disturb or interfere with District business;
  - b.) Harass, embarrass, or intimidate persons who are being solicited; or
  - c.) Involve any message that is discriminatory, hateful, obscene, profane or libelous, or which is likely to incite or produce imminent lawless action, as determined in accordance with the standards for such content that have been or are established by law.
- 6. An employee who violates this policy may be subject to discipline up to and including termination of employment

## 4.23 Unauthorized Absence

Any unauthorized absence of an employee of the District shall be without pay and shall subject the offending employee to corrective disciplinary action, up to and including termination of employment. Any employee who is absent without approval for a period of three consecutive working days shall be deemed to have abandoned his/her position and to have resigned.

# 4.24 Violence in the Workplace

The safety and security of all employees is of primary importance at the District. Threats, stalking, threatening and abusive behavior, or acts of violence, including any threat of or action to cause bodily harm or property damage to employees, visitors, patrons, or District facilities or property, by anyone on District property, on a District-controlled site, or in connection with District employment, facilities, programs or services will not be tolerated. This includes words or actions made in jest.

All employees are responsible for notifying their supervisor, department director, and the Executive Director of any violations of this policy. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent, or that could endanger the health or safety of an employee or patron.

If a situation or incident is currently ongoing, or if the incident involves a threat of bodily harm, actual bodily harm or property damage, a call should immediately be made to 911.

# 4.25 Weapons in the Workplace

Employees may not possess or use any weapons, while on District property or while conducting District business, in accordance with the Illinois Firearm Concealed Carry Act. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person. Please note that this law applies regardless of whether an employee possesses a concealed weaponpermit or is allowed by law to possess a weapon.

Employees who violate this policy will be subject to disciplinary action, up to and including employment termination.

# 4.26 Work Schedules and Meal Breaks

The hours of operation for the District will be established by the Executive Director and anyone properly designated by the Executive Director. It is normal practice of the District to have employees available as necessary and appropriate from Monday through Sunday.

It is the policy of the District to arrange employee work schedules as necessary to accommodate the requirements of the District's operations and the needs of the District's residents. Hours of work shall be established for each position as part of the job description for that position, subject to any changes in the schedule by the Executive Director or the employee's immediate supervisor. Full-time employees of the District are employed for the totality of work required in a given position and they are expected to be on duty when the need exists for their service. All employees are expected to work all schedule hours, and the District reserves the right to adjust the work schedule of any employee if such adjustment is in the best interests of the District.

All employees working 7-1/2 or more consecutive hours per day are required to take a minimum 30minute unpaid meal break. The meal break should be scheduled within the first five (5) hours of an employee's shift, and the meal break deduction should be documented on the employee's time record. All non-exempt employees working 20 hours or more in a calendar week (Sunday – Saturday) shall receive 24 consecutive hours of rest in that calendar week.

A department's supervisory personnel should avoid taking vacation time, personal time, or compensatory time at the same time as one another. It is the responsibility of the department directors to make sure other directors or employees are available to cover the operations of their department in the absence of the department director.

# Section V: DISCIPLINE PROCESS & GRIEVANCES

# 5.1 Discipline Process (Revised)

No employee is guaranteed continued employment with the District for any specified period of time. Employment with the District is on an "at will" basis, meaning that the employment relationship may be terminated at any time by either the employee or the District for any reason not expressly prohibited by law.

Notwithstanding the "at will" status of all employees, the tenure of all employees shall be contingent upon acceptable conduct and satisfactory performance of duties as determined by the District. Every employee is responsible to obey all rules of the District and to comply with and assist in carrying into effect the provisions of the District's policies. Failure to meet acceptable standards of conduct and job performance shall result in disciplinary action, up to and including termination of employment.

As a general guideline only, it is the District's intent that progressive disciplinary procedures will be of benefit to the District and the employee, as such procedures may serve to improve the behavior of an employee that may be detrimental or disruptive to the effective operation of the department and the District. The disciplinary procedures need not be followed under circumstances where the Executive Director believes that an employee's unsatisfactory behavior warrants accelerated or compound disciplinary action, up to and including termination of employment. These guidelines shall not prevent, limit or delay the District in taking any disciplinary action where the District deems such action to be appropriate. The following progressive disciplinary procedures may be followed, in the District's sole discretion:

- 1. Oral warning or reprimand by the immediate supervisor.
- 2. Written warning or reprimand as determined by the immediate supervisor and approval by the Executive Director.
- 3. Written notice of suspension, without pay, for up to thirty (30) days, as determined by the immediate supervisor with the approval of the Executive Director.
- 4. Written notice of termination of employment, as determined by the immediate supervisor with the approval of the Executive Director.

The following list sets forth examples of violations of the District's rules and regulations that may provide a basis for disciplinary action. They include but are not limited to:

- Failure to adhere to District policies and/or procedures including, without limitation, safety policies, ordinances and procedures, or engaging in any conduct determined by the District in its sole discretion not to be in its best interests.
- Absence from duty without permission, habitual tardiness, chronic absenteeism, or misrepresentation of material facts relating to the use of leave.

- Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
- Leaving the job during working hours without permission.
- Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by the employee's supervisor(s) or inability or unwillingness to take orders from supervisor(s).
- Insubordinate, uncooperative, hostile or discourteous attitude or conduct toward the employee's supervisor(s), the District's Board, co-workers or members of the public.
- Threatening or striking any person who is in or on District property or participating in District activities or fighting while on duty.
- Being wasteful of or willfully destroying District supplies, materials, vehicles, equipment, tools, or other District property.
- Failure to wear uniform or safety equipment (*e.g.*, safety shoes, glasses, goggles and/or face shield) as required by this Manual and/or department manuals, rules and/or procedures, or the failure to wear appropriate clothing for duties as required by this Manual or department manuals, rules and/or procedures.
- Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
- Failure to follow any federal, state, local or District law, rule or regulation while on duty or while in or on District property, or engaging in criminal activity while on duty or while in or on District property.
- Failure to report an accident or known hazardous conditions to the employee's immediate supervisor.
- Gambling while on duty.
- Being <u>under the influence under the influence of or in possession</u> of intoxicants or illegal drugs while on duty or on District property, or failure to notify the District that the employee is taking <u>prescription/OTC legal</u> drugs when such notice is required.
- Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to the District, fellow employees or the public.
- Possession of weapons in or on District property or while on duty.
- Felony conviction.

- Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly; or a careless and uninterested attitude in the performance thereof.
- Failure to maintain a valid driver's license or other license or certification which may be required for the employee's position or as provided in this Manual.
- Smoking in restricted areas.
- Harassment of other employees or members of the public.
- Dishonesty; lying to District employees or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the District, including, without limitation, accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.
- Time card violations.
- Unauthorized possession, use or copying of any records that are the property of the District.
- Sleeping on duty.
- Performance of unauthorized work on District time.
- Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

# 5.2 Grievances

All employees having a grievance arising from their employment shall have the right to appeal to their immediate supervisor and finally to the Executive Director until the matter is settled. Except as otherwise provided by District policies, an employee must first submit a written grievance to his/her immediate supervisor within 5 days of the incident or occurrence. The supervisor shall investigate and provide a written response to the employee's grievance within 5 days after the grievance was filed by the employee. If the supervisory resolution of the grievance, the employee may file a written appeal to the Executive Director. The Executive Director shall investigate all sides of the grievance and issue a written decision within 5 days after notice of the employee's appeal. The decision shall be provided to the employee's immediate supervisor. The Executive Director shall be considered closed upon resolution by the Executive Director.

# **Section VI: District Property and Facilities**

# 6.1 Computer, Email, and Internet Usage

Computers, computer files, the e-mail system, and software furnished to employees are the District's property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored by approved employees only. Employees have no reasonable expectation of privacy for their computer and e-mail usage, and the District reserves the right, by approved employees only, to intercept, monitor, copy, view or download computer files and e-mail messages to ensure compliance with this policy. Additionally, all messages sent or received are and remain District property.

<u>Misuse of Computers/E-mail</u>: The District strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the District prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. No anonymous messages may be sent, and all e-mail messages shall be signed.

<u>Games</u>: Use of computer games on District computers is prohibited. Installation of personal computer games onto District computers is prohibited. Games installed on District computers may be deleted without notice.

<u>Violations</u>: Employees should notify their immediate supervisor, or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

<u>Internet Access</u>: Employee Internet access must be authorized by appropriate supervisory employees in each department consistent with prior approval granted by the Executive Director. Internet access is limited to District business as determined by the Executive Director and resources provided for a fee shall be downloaded from the Internet only with the express permission of the Executive Director or his/her designee. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

<u>Copyrights</u>: Copyright law may protect certain information on the Internet. Before reproducing or using copyrighted information, employees must consult with a supervisor, as certain reproduction of such information may be prohibited.

<u>Access Upon Termination of Employment</u>: Employees terminated from employment with the District for any reason have no right to the contents of the District's computer or e-mail system.

## 6.2 Employee Parking (Revised)

All employees working at the Family Recreation Center are required to park in the last two rows of the Family Recreation Center Parking lot or in spaces located on the north side of the building, unless assigned otherwise.

All employees working at the Tennis Center are required to park in the back parking lot facing the soccer field, unless assigned otherwise.

Exceptions to the location of employee parking may occur when necessary to accommodate the District's programs or maintenance needs. Employees will be notified by their supervisor when such accommodations are required and of the interim location for designated employee parking.

## 6.3 Keys/Access Card

In the interest of safety and protection of property, strict control over access to District property, work locations, records, computer information, cash and other items of value or confidential nature must be maintained. Employees who are assigned keys/access cards, safe combinations or other access to District property in connection with their job responsibilities must exercise sound judgment and discretion to protect against theft, loss or negligence. Employees must immediately report any loss of keys/access cards to their immediate supervisor. Failure to do so may result in disciplinary action, up to and including termination of employment. Keys/access cards may not be transferred from one employee to another.

## 6.4 Record Retention and Freedom of Information Act

The District's records are produced in the course of the District's business, whether paper or electronic, and are important District assets. A public record may be as obvious as a memorandum, an e-mail, a vendor contract, a patron registration/membership form, patron correspondence, or an invoice, or something not as obvious, such as a computerized desk calendar or appointment book.

#### Record Retention

The law requires the District to maintain certain types of records for a specified period of time. The District has developed a policy, as well as schedules and procedures for the retention and destruction/disposal of the District's records.

Failure to retain the District's records for the minimum periods identified in the District's Record Retention Schedule could subject the District to penalties, result in a loss of confidentiality for proprietary information, and cause the loss of records to which the public is entitled to access, as provided under the Freedom of Information Act.

All employees shall fully comply with the District's record retention and destruction policies, schedules and procedures.

# Under Illinois State Statute 720 ILCS 5/32-8 (Tampering with Public Records), "a person who knowingly and without lawful authority alters, destroys, defaces, removes, or conceals any public record commits a Class 4 felony."

An employee who tampers with public records shall also be subject to disciplinary action, up to and including termination of employment.

## Freedom of Information Act

The Freedom of Information Act (FOIA) is a State law that guarantees the public access to records of governmental entities, including the District. The act establishes the legal process by which requests for District records may be made. The District strives to provide transparency in the operations of the District by publishing information in the District's brochure and on its website. Certain records are exempt from the Freedom of Information Act. Due to the complexity of the Act, employees shall not directly respond to requests for the District's records, but shall immediately direct all public inquiries for records to the District's Freedom of Information Act Officer. The Finance Manager is the District's Freedom of Information Act Officer.

#### 6.5 Return of District Property

All District property furnished to employees shall be returned to the District immediately upon the request of a supervisor or the Executive Director. Failure to return District property may result in corrective disciplinary action, up to and including termination of employment. By execution of the acceptance of the terms and conditions of this Manual, the employee shall be deemed to have agreed that the established value of District property that is not returned may be deducted from the employee's paycheck(s).

## 6.6 Telephone and Cellular Telephone Usage

Personal phone calls, texting, and emailing should be kept to a minimum. While at the District, employees must exercise the same discretion in using personal cell phones as for the use of District phones. Personal calls, texting, and emailing during the work hours, regardless of the device used, can interfere with employee productivity and be distracting to others.

All employees are asked to make personal calls/texting/emails during breaks and meal periods.

The District will not be liable for the loss of personal cell phones brought into the workplace. Employees are not authorized to use personal cell phones in place of District provided cell phones.

## Cell Phones and Driving

Employees whose job responsibilities include driving, and who must use a cell phone for District business, are subject to State law, as well as this policy. Electronic communications while driving are permitted with hands-free or voice-activated devices; or when reporting an emergency using one button to start and end a call. Accessing electronic mail or the Internet, text messaging, or instant messaging while driving is strictly prohibited. This includes composing, sending, or reading an electronic message while operating a vehicle on a roadway. Allow voice mail to handle calls when possible. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and put the vehicle transmission in park before placing or accepting a call.

If acceptance of a call is unavoidable and pulling over is not a safe option:

- Use a hands-free or voice-activated device;
- Keep the call short;
- Do not take notes, text message or e-mail while driving;
- Refrain from discussion of complicated or emotional issues; and,
- Keep eyes and attention on the road and both hands free to operate the vehicle.

Under no circumstances are employees allowed to place themselves at risk to fulfill District needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

# Personal Use of District-Provided Cell Phones

Where job or District needs demand immediate employee access, a District cell phone may be issued. Personal use of such equipment is not permitted. Phone records may be audited for compliance. Employees in possession of District cell phones are expected to protect the equipment from loss, damage or theft. Failure to report equipment misuse may result in disciplinary action up to and including termination of employment.

# 6.7 Use of District Equipment and Vehicles (Revised)

District equipment, supplies and vehicles are to be used for District business only. Any exception to this policy must be authorized by the Executive Director and a Waiver & Release of Liability Indemnification Agreement (Appendix A) signed by the employee. Employees shall be responsible for the care and conservation of equipment, supplies and vehicles and shall promptly report any accident, breakdown, or malfunction of any unit so that necessary repairs may be made.

District vehicles are to be operated according to the District's vehicle policy (Oak Brook Park District Safety Manual) by authorized licensed employees only. Employees required to utilize District maintenance vehicles shall be trained and oriented in the safe operation of the equipment prior to use. The administrative vehicle shall be used for local errands and to attend local training seminars.

#### 6.8 Use of District Facilities and Programs

#### Facility Criteria

Qualified employees are eligible for complimentary membership to the Fitness Center, Family Aquatic Center and the Tennis Center.

Full-time employees, regular part-time employees, certified professional instructors, and Employees and their immediate family members (spouse and dependent children under 17 years, or under 21 years with student ID) are eligible for <u>a</u> complimentary memberships to the Fitness Center, Family Aquatic Center and Tennis Center as well as <u>and</u> complimentary Walk-On court time at the Tennis Center.

Limited part-time employees are eligible for complimentary memberships and complimentary Walk-On court time at the Tennis Center. Family members are not included.

Facility rentals will be at the resident rate for all employees. If the facility is available 2 weeks prior to the event, the rental fee will be at cost.

#### Program Criteria

Employees and/or their immediate family members, who wish to register for programs, trips, and events may register at the resident rate. If programs, trips and events have availability on the day of non-resident registration, the fee will be at 50% of the residential rate. Employees and/or their immediate family members who wish to utilize childcare will pay the resident rate for infants (0-1 year old) and 75% of the resident rate for children older than 1 year.

#### Tennis Center Drop-In Programs and Pro Shop Discount

Full-time employees, regular part-time employees, certified professional instructors and Employees and their immediate family members (spouse and dependent children in school) are eligible for complimentary drop-in programs at the Tennis Center (provided that the class is not full) and a 20% Pro Shop discount.

Limited part-time employees are eligible for complimentary drop-in programs at the Tennis Center (provided that the class is not full) and a 20% Pro Shop discount. Family members are not included.

#### Summer Camps

Employees may register their eligible children for Pee Wee Camp, Playground Camp, Playground Camp Aftercare, Last Chance Camp, and Junior Counselor at a 75% discount if there is availability two weeks prior to the start of the program.

#### **Contracted Programs**

Employees and their immediate family members will be asked to pay the resident rate for any contracted programs.

Participation in any recreation program by a District employee may not conflict with their normal working hours and shall not displace a paying patron.

# 6.9 Use of District Name, Seal, Logo and Service Marks

The District name, seal, logos and service marks represent excellence in all areas of the District – fitness, tennis, aquatics, recreation, parks, and administration - to the District's constituents and guests. The name, seal, logos and service marks have a unique value, and are afforded special protection by state law and District policy. The District has registered certain service marks with the Illinois Secretary of State.

The name "Oak Brook Park District" and all abbreviations thereof are property of the District and may not be used to imply, either directly or indirectly the District's endorsement, support, favor, association with, or opposition to an organization, product, or service without permission of the District's Board and Executive Director. Unauthorized use of any of the District's name, seals, logos, or service marks may constitute infringement of the law and District policy.

Employees may use the District's letterhead, envelopes, business cards or other promotional material, provided that such use is restricted to conducting official District business, within the course and scope of the employee's employment responsibilities.

Employees may not create alternative versions of the District Seal.

District logos are developed through the mutual coordination of the Marketing Department and the department directors of the District for the purpose of establishing brand identity and marketing opportunities.

To ensure consistency in the use of the District's name, seal, logos, or service marks, such use must be approved by the District's Marketing Department before production.

Unauthorized use of the District's name, seal, logos, or service marks may result in disciplinary action up to and including termination of employment.

## 6.10 Work Product

"Work Product" is created when a District employee creates, designs and prints promotional or informational products, and/or obtains Sponsorship Contacts for the support of the District's programs and special events, in the course of his/her employment at the District.

Except as provided herein, all Work Product made or maintained by an employee while working for the District, shall be and will remain the sole property of the District, and the employee shall have no right to use such property for any other purpose than the welfare and benefit of the District.

For such time as an employee is employed by the District, and for a minimum of two (2) years after termination of employment, whether voluntarily or involuntarily, the employee shall not utilize any Work Product created by the employee for the District for the employee's private purposes, or for the benefit of the employee's private business or enterprise. This includes, but is not limited to, utilizing or posting samples of the employee's Work Product created for the District as Work Product owned by the employee for the employee's private business or enterprise promotion. However, the employee

may retain one physical copy of samples of the Work Product for use solely for a professional portfolio, so long as such Work Product is never published, posted on-line, or reproduced without the express written permission of the District.

# **Section VII: Payroll Policies**

# 7.1 Compensation Program

#### Preparation

The Executive Director shall be responsible for developing a uniform and equitable pay plan for final approval by the District's Board. Salaries and wages shall be determined with due regard to the Pay Plan Range, requisite qualifications, rates of pay for comparable work in other public and private employment in the area, recommendations of the supervisory employees, compliance with the financial policies of the District and other economic considerations. All job positions are included in the Pay Plan Range, which includes a minimum and maximum rate of pay for each job position.

#### Amendments

The Executive Director, may recommend amendments to the Pay Plan when in his/her judgment the rate of pay for any position is too high or too low because of changes in responsibilities or work involved, rates of pay for comparable work in other public and private employment in the area, the District's financial condition, District policies, or other pertinent conditions. The District's Board must approve all adjustments to the Pay Plan Range.

#### Administration

The minimum rate of pay shall normally be paid upon appointment to the position. Appointment rates above the minimum rate may be paid when the employee's qualifications and/or job experience with other employers are determined by the Executive Director to be greater than the required minimum standards.

Salary adjustments for full-time employees shall be approved by the District's Board. The Executive Director shall approve wages paid to all other employees. Salary and wage pay adjustments for all employees shall not be automatic, but shall be determined based upon each employee's performance evaluation and the recommendation of the employee's immediate supervisor with review and approval by the next higher level of authority.

## 7.2 Definitions (Revised 11/23/16; Effective 12/24/16)

Exempt Employee:	An employee to whom the minimum wage and overtime provisions of the Fair Labor Standards Act do not apply. Exempt employees are ineligible for overtime pay.
Non-Exempt Employee:	An employee subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. Non-exempt employees must be paid overtime for hours worked in excess of 40 in a work week.
Work Week:	The District work week begins at 12:01 am Saturday and ends at 12:00 midnight the following Friday.

# 7.3 Overtime Pay

Overtime will be paid according to Fair Labor Standards Act and Illinois Department of Labor standards.

Exempt employees are not eligible for overtime pay.

Non-exempt employees are entitled to overtime compensation at the rate of 1½ times their regular hourly rate for all actual hours worked in excess of 40 in a single work week. Paid time off (i.e., personal time, sick time, vacation time, and holidays) is not included in calculating overtime. Prior approval of the non-exempt employee's immediate supervisor is required before working overtime. Non-exempt employees working overtime without approval may be subject to disciplinary action, up to and including termination of employment.

# 7.4 Payroll Period and Payroll Deductions

Payroll Period: Employees shall be paid bi-weekly (every two weeks) or 26 times per year.

<u>Payroll Deductions</u>: Mandated payroll deductions shall include Social Security, Medicare, State and Federal income tax, group insurance (if applicable), Illinois Municipal Retirement Fund (if applicable), and any other payroll deduction required by law.

Note	Employees are not to clock in or out for other employees. Recording
	another employee's time record or falsification of an employee's own
	time record is a violation of District rules and is grounds for disciplinary
	action, up to and including termination of employment.

# 7.5 Recording Hours Worked and Benefit Hours Used (Revised)

All employees (exempt and non-exempt) are required to use the automated timekeeping system to accurately record their hours worked and benefit hours used. Non-exempt employees are required to clock in/out for payroll and attendance purposes. Exempt employee timekeeping records will be used to track attendance and accrual of Compensatory Hours. These time records, which must be approved by each employee's immediate supervisor, are the basis for the paycheck calculation and benefit hour tracking. In/out punches are computed to the nearest quarter of an hour (15 minutes).

Employees eligible for paid time off benefit hours must complete a Time-Off Request Form and submit it to their supervisor prior to using benefit hours.

## Full-time Exempt Employees

Full-time Exempt employees will be paid for a total of 80 hours in a biweekly payroll period. The 80 hours shall be fulfilled first by worked hours followed by preapproved benefit hours. If a Full-time Exempt employee works over 80 hours in a biweekly payroll period, the employee may accrue Compensatory Hours.

A total of 40 Compensatory Hours per calendar year may be accrued for use in the calendar year. Compensatory Hours are earned during any pay period where the employee works over 80 hours; or works over 72 hours in a pay period where one District holiday occurs; or works over 64 hours in a pay period in which two District holidays occur.

An Exempt Employee who has exhausted their applicable benefit hours will be subject to a reduced salary for absences from work for one or more full days for personal reasons, sickness, disability, to offset amounts received as jury or witness fees, military pay, significant infractions of safety rules, or unpaid disciplinary suspensions of one or more full days imposed for workplace rule infractions. Also, deductions from full salary may apply in the initial or final week of employment, or for weeks in which an exempt employee takes unpaid leave under the FMLA.

#### Non-Exempt Employees

Non-Exempt Employees will earn overtime pay (1.5 times regular rate of pay) for any hours worked over 40 in a work week (Saturday – Friday). The preapproved use of benefit hours will be paid for a maximum of 8 hours in a work day.

If a Non-Exempt Employee misses an entry into the timekeeping system, the employee must complete and sign a paper timesheet and submit it to his/her supervisor within the current pay period. The supervisor will manually enter the employee's work hours and benefit hours via the manager timekeeping portal.

A Non-Exempt Employee will be paid for preapproved benefit hours on any regularly scheduled work day (maximum of 8 hours/day). However, when an employee has <u>not</u> been preapproved to use benefit hours and their supervisor has directed them to flex their hours during the work week, they may <u>not</u> use benefit hours to replace the flexed hours.

Example #1: John is a Non-Exempt Employee who regularly works 40 hours/week, Monday – Friday. He has been preapproved to use 40 benefit hours from Monday – Friday during the first week of the pay period. His supervisor calls him in to clear snow for 8 hours on the Sunday before he is scheduled to use benefit hours. John will be paid for 48 hours (8 hours worked plus 40 benefit hours) for the week.

Example #2: John is a Non-Exempt Employee who regularly works 40 hours/week, Monday – Friday. He is scheduled to work 8 hours at a special event on Saturday, the first day of the work week. His supervisor directs him to flex his hours during the week by taking the following Friday off (8 hours) to make up for work performed at the special event. John worked 8 hours each day Saturday, Monday, Tuesday, Wednesday and Thursday. He <u>may not</u> use 8 benefit hours for Friday because he flexed 8 hours on Friday to make up for hours worked on Saturday.

Example #3: John is a Non-Exempt Employee who works 10 hours on Monday. He is directed by his supervisor to flex the extra 2 hours he worked on Monday by working only 6 hours on Tuesday. He <u>may not</u> use 2 benefit hours on Tuesday to make up an 8-hour day.

#### 7.6 Merit Pay (New)

A merit pay increase is awarded to an employee based on their annual performance review score and the merit pay percent increase approved by the Board of Commissioners.

## **Performance Review**

An annual performance review will be conducted during the last quarter of the current fiscal year with each employee having a hire date prior to December 31 of the current fiscal year. Employees hired during the current fiscal year and after December 31 will not be eligible for an annual performance review and corresponding merit pay increase until the last quarter of the subsequent fiscal year.

Employees will be scored on 10 Specific Job Duties, 10 General Performance Characteristics, and Professional Development Goals (Part-time employees 2 goals; Full-time employees 4 goals). Professional Development Goals must be measurable, attainable, and enhance job performance. Each Specific Job Duty and General Performance Characteristic will be given a score ranging from 1 to 5 points, for a maximum score of 100 points. A point will be added to that score for each Professional Development Goal achieved and a point subtracted for each unmet Professional Development Goal. A performance review score with a fraction falling between two merit ranges shall be rounded to the nearest whole number to determine the applicable merit range. A score with a fraction of .5 or more shall be rounded up to the next whole number. A score with a fraction of less than .5 will be rounded down to the nearest whole number.

# Merit Pay Increase

The Executive Director will propose a maximum merit pay increase percentage to the Board of Commissioners for consideration during the annual budget process. The Board will then decide if a merit pay increase will be awarded for the next fiscal year and at what percentage increase. If a merit increase is approved, it will be applied to the Merit Scale below and such Merit Scale used to determine the amount of merit pay to be awarded to each employee who "Achieves Normal Job Expectations" or better on their performance review.

# MERIT SCALE (The following <u>example</u> is based on a maximum 4% merit increase.)

Performance <u>Review Score</u>	<u>Merit Range</u>	
94 - 100	3.6% - 4.0%	Far Exceeds Normal Job Expectations
86 - 93	3.1% - 3.5%	
79 - 85	2.6% - 3.0%	Exceeds Normal Expectations
71 - 78	2.1% - 2.5%	
61 - 70	1.6% - 2.0%	Achieves Normal Job Expectations
51 - 60	1.0% - 1.5%	-

## **Approved Pay Ranges**

All jobs have established pay ranges with minimum and maximum pay rates/hour. The maximum pay rate/hour may not be exceeded. A Merit Bonus will be awarded in situations where an employee's merit increase will result in their pay rate for a job exceeding the maximum pay rate in the pay range.

## **Merit Bonus**

A Merit Bonus will be awarded to an employee whose:

• current pay rate is at the maximum in the pay range for the job; or

Oak Brook Park District Personnel Policy ManualPage 90Approved by Board of Commissioners March 20, 2017 (Amended 9/11/19) – Proposed Revisions 1/30/2020

• merit increase applied to their current pay rate will result in the pay rate exceeding the maximum pay rate in the pay range for the job.

## Current Pay Rate is at the Maximum in the Pay Range

An employee with a pay rate currently at the maximum in the pay range for the job will receive a merit bonus based on the total dollars paid in the job during the prior fiscal year and the merit percent awarded during their performance review, calculated as follows:

## 1) TOTAL DOLLARS PAID IN JOB DURING PRIOR FISCAL YEAR =

Total hours paid in job x Maximum pay rate/hour

## 2) MERIT BONUS = TOTAL DOLLARS PAID IN JOB DURING PRIOR FISCAL YEAR x Merit %

**Example:** Sarah is currently being paid \$20/hour, the maximum pay rate in the pay range for her job as a manager. She was paid for 2,080 hours in that job in the fiscal year ending April 2018. She is awarded a 4% merit pay increase based on her performance review score. Her hourly rate will not increase. However, she will be awarded a Merit Bonus in the amount of \$1,664 which will be paid in June 2018, calculated as follows: i. 2,080 hrs x \$20/hr = \$41,600

 $ii. \qquad \$41,600 \ x \ 4\% = \$1,664$ 

Merit Increase will result in the Pay Rate Exceeding the Maximum in the Pay Range An employee who is awarded a merit increase that will result in their current pay rate exceeding the maximum pay rate in the pay range shall be compensated at the full value of their merit percentage based on the total dollars earned in the job during the prior fiscal year. The Total Merit Value will be awarded as a combination of an Hourly Rate Increase to the maximum pay rate in the range plus a Merit Bonus, calculated as follows:

## 1) TOTAL DOLLARS PAID IN THE JOB DURING PRIOR FISCAL YEAR = (Total hours paid in job) x (Current pay rate/hour)

## 2) TOTAL MERIT VALUE = (TOTAL DOLLARS PAID IN THE JOB DURING PRIOR FISCAL YEAR) x (Merit Percent)

# 3) HOURLY RATE INCREASE VALUE = (Maximum hourly pay rate - Current hourly pay rate) x (# of hours worked in job in prior fiscal year)

## 4) MERIT BONUS = TOTAL MERIT VALUE – HOURLY RATE INCREASE VALUE

**Example:** John is currently being paid \$16/hour in his job as a supervisor. The maximum pay rate in the pay range for the supervisor job is \$16.50. He was paid for 2,080 hours in that job in fiscal year ending April 2018. He is awarded a 4% merit pay increase during his performance review. Applying the 4% merit increase to his current hourly rate (\$16 x 4% = \$16.64) would result in exceeding the maximum pay rate in the range (\$16.50). So his hourly pay rate in May

2018 will be \$16.50 plus he will receive a Merit Bonus of \$291.20 which will be paid in June 2018, calculated as follows:

*i.* 2,080 hrs x \$16/hr = \$33,280

*ii.*  $$33,280 \times 4\% = $1,331.20$ 

 $\frac{iii. \quad \$16.50 - \$16.00 = \$.50}{a. \quad \$.50 \times 2080 \text{ hrs} = \$1,040}$ 

*iv.* \$1,331.20 - \$1,040 = \$291.20

## **Effective Date of Merit Increase**

Merit pay increases will be effective in the first pay period of the new fiscal year that begins with a May date.

Merit bonuses will be paid on the first pay date in June.

## **Communication of Merit Pay Increase**

The Director/Manager/Supervisor conducting the performance review will:

- 1) Communicate the following information to staff during their annual performance review meeting:
  - Merit percent scale approved by the Board
  - Pay range for employee's job(s)
  - New pay rate(s): The *recommended* pay rate increase is subject to approval by the appropriate Department Director.
    - Full-time employee: The *recommended* pay rate increase must be approved by the applicable Department Director prior to conducting the performance review meeting.
    - Part-time employee: The *recommended* pay rate increase may be tentatively
       <u>communicated to the employee in the performance review meeting prior to final approval</u>
       <u>by the applicable Department Director.</u>
  - Merit Bonus calculation (if applicable)
- 2) Provide the employee a copy of the final approved Personnel Change Form listing the new pay rate(s) and/or any applicable Merit Bonus.

## 7.7 Premium Pay (New)

Premium Pay is defined as 1.5 times the regular hourly pay rate for the job. Premium Pay applies to hours worked by a Full-time, Non-exempt Employee who is called in to work on a scheduled personal/vacation day, District Scheduled Holiday, or the following nationally recognized holidays:

- New Year's Day (January 1)
- Easter Sunday

- Independence Day (July 4)
- Christmas Day (December 25)

to address an emergency that adversely affects facility operations (i.e., chemical spill, burst pipe, snow/ice conditions on parking lots and walkways). Work at premium pay must be approved by the Executive Director prior to commencing.

Full-time, Non-Exempt Employees that work on a District Scheduled Holiday, a nationally recognized holiday (listed above), or on a scheduled personal/vacation day will be paid as follows:

District Scheduled Holiday: Employee will be paid 8 Holiday hours at their regular hourly rate of pay plus 1.5 times the regular hourly rate of pay for hours worked on that day.

Nationally Recognized Holiday (listed above): Employee will be paid 1.5 times their regular hourly rate of pay for hours worked.

<u>Scheduled Personal/Vacation Day:</u> Employee will be paid 1.5 times their regular hourly rate of pay for hours worked plus paid their regular hourly rate of pay for actual personal/vacation hours used.

## **Section VIII: Separation of Employment**

## 8.1 Exit Interview

It is the policy of the District that, whenever possible, an exit interview should be conducted for any full-time, regular-part-time employee or certified professional instructor who resigns. The employee's supervisor or the Executive Director shall conduct any such interview for the purposes of determining, from the employee's point of view, the reasons for his/her resignation, positive and negative aspects of the employee's work experience, working conditions, relationship with supervisors, other employees and the District, as well as any recommendations from the employee for improvement of the working conditions for his/her position, or for continuance of favorable working conditions or benefits.

## 8.2 Layoff

The Executive Director shall have the right to lay off any employee when it is deemed necessary because of shortage of work or funds, or other legitimate reasons. An effort shall be made to transfer qualified employees to open positions in another department rather than to lay them off, but such a transfer may not always be feasible.

Determination of those employees to be retained or laid off shall be based on considerations of job performance evaluations and shall rest exclusively with the Executive Director.

For a period of one year following the employee's last day of work, an employee who has been laid off shall be given preference in filling positions which are subsequently opened if the employee is qualified for the position and had favorable job performance evaluations prior to layoff.

No suspension or termination of employment as a disciplinary action shall be considered a layoff, and no terminated employee shall be eligible for reemployment.

## 8.3 Reemployment

Re-employment may be considered for past employees who have resigned in good standing and subsequently apply for open positions. Rehired employees must follow the standard employment procedures and policies.

## 8.4 Resignation

In order for any employee to resign from a position in good standing, the employee shall submit to the Executive Director, through his/her immediate supervisor, a written notice of resignation at least 14 calendar days prior to separation.

## 8.5 Return of Park District Property

Upon termination of employment, for any reason, and before officially separating from the Park District, the employee must return all Park District property, including tools, keys, access cards, uniforms, equipment, credit cards, work products and Park District documents.

## **8.6 Termination of Employment**

All employees of the District serve on an "at will" basis, which means that the employment relationship may be terminated at any time by either the employee or the District for any reason not expressly prohibited by law.

<u>Involuntary Termination of Employment</u>: An employee shall be informed by the District, in writing, by his/her immediate supervisor, of any involuntary termination of employment.

## 8.7 References or Recommendations for Former District Employees

This policy will define guidelines for providing references and recommendations for former employees of the District.

It shall be the policy of the District that when former District employees request official references or recommendations from the District, only the Human Resource Manager may provide such a reference, recommendation or statement of employment on behalf of the District and on official District letterhead. Any personal reference or recommendation from any other employee or any Commissioner of the District shall not be prepared on official District letterhead and shall be prepared only from the point of view of having personally known and worked with the former District employee, and not in any official District capacity.

# Appendix

Appendix A:	Waiver & Release of Liability Indemnification Agreement	Page 82
Appendix B:	Employment Contract Disclaimer and Signed Acknowledgment Form	83

## APPENDIX A: Waiver & Release of Liability, Indemnification Agreement

## **OAK BROOK PARK DISTRICT**

## PERMIT FOR PERSONAL USE OF DISTRICT PROPERTY

In consideration of the Oak Brook Park District permitting the below named individual to use for personal use and benefit the property listed below, I agree to waive and relinquish any and all claims for damages, losses and/or personal injuries that I or my minor child/ward may have and arising out of the use of the property, and any and all activities connected with, or in any way associated with the use of the property against the District and its officers, agents and employees (hereinafter collectively referred to as "District").

I do hereby fully release and discharge the District from any and all claims from injuries, damage or loss which I or my minor child/ward may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the use of the property.

I agree to indemnify, hold harmless and defend the District (including reimbursement of reasonable attorney fees) arising from or in connection with my or my minor child's/ward's use of the property.

I further agree to permit the District to withhold from my paycheck, any and all sums owed as a result of lost or damage to the property, unless otherwise agreed.

(Property User's Signature)

(Date)

(Print Property User's Name)

Property permitted for use:

Safety Instructions Received

## APPENDIX B: Employment Contract Disclaimer and Signed Acknowledgment

The Oak Brook Park District Personnel Policy Manual ("Manual") is available to employees electronically in a PDF format or in a printed hard copy format available from the Human Resources Department. Employees shall indicate that they have received a copy of the Manual in their choice of format by checking the appropriate box below and returning this form to their supervisor.

I acknowledge I have received the Manual in an **electronic format** and accept responsibility for accessing it according to the instructions provided.

I acknowledge I have received the Manual in hard copy.

By signing this Acknowledgement, I hereby acknowledge receipt of the Oak Brook Park District Personnel Policy Manual ("Manual"). I agree and represent that I have read this Manual thoroughly and in its entirety. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my supervisor, the human resources department, or Executive Director.

I understand that the information in the Manual is subject to change. I understand that changes in Park District policies may supersede, modify, or render obsolete the information summarized in the Manual. As the Park District provides updated policy information, I accept responsibility for reading and abiding by the policy changes.

I understand that this Manual has been developed as a general reference guide for Oak Brook Park District (Park District) employees and that neither the Manual not its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create or shall create an employment contract, either expressed or implied, on the part of the Park District. I also understand that nothing contained in this Manual may be construed as creating a promise of future benefits or a binding contract with the Park District for benefits or for any other purpose.

I further understand that I am an at-will employee as provided in the Manual and as such, employment with the Park District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that no representative of the Park District, other than the Executive Director with the Board's expressed approval, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I understand and will comply with all policies within this Manual and any and all other Park District policies, rules, and guidelines as promulgated periodically. I further understand that violating any policy within this Manual or any other Park District policy, rule or guideline may subject me to disciplinary action up to and including dismissal.

Please sign and date this acknowledgment and return it to the Human Resources Department.

Employee Signature:

Print Name:

Date: \_\_\_\_\_



# **Oak Brook Park District**

BOARD MEETING							
AGENDA ITEMHISTORY/COMMENTARY							
ITEM TITLE: Apparel Screen Printing and Embroider	RY BID	Agenda No.: 7 B					
		MEETING DATE: MARCH 16, 2020					
STAFF REVIEW:	Γ Superintendent, R	obert Pechous: Nober Huce					
ITEM HISTORY (PREVIOUS PARK DIST ITEM, COMMITTEE ACTION, OTHER P The District is currently soliciting bids for our outerwear items, product for the Pink 5K and o specifications also included patron wear for pro- Sealed bids were opened on Wednesday, March Results of the bid opening are as follows: Fitness Wear (Glenview, IL): \$53,372.40 (low) selections Next Generation (Lombard, IL): \$25,415.70	ERTINENT HIST screen printing and ther special events, ograms such as STA h 4, 2020 at 11:00 a ) - \$60,967.90 (high	<b>EVHEWS, ACTIONS RELATED TO THIS</b> <b>ORY):</b> apparel services. Bid specifications include and uniform wear for frontline staff. The bid .RS Swim Team and summer camp. m. ) *bid to provide all items, not partial					
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> Staff recommends awarding the 2020-2021 Apparel Screen Printing and Embroidery contract to Next Generation, Inc. Next Generation is the current contractor, and we are satisfied with their products and services.							
ACTION PROPOSED: Motion (and a second) to accept the quoted prices for apparel items as stated in the Bid Submittal Form and to approve an Agreement between the Oak Brook Park District and Next Generation Screen Printing and Embroidery, Inc., in accordance with the quoted prices not to exceed the cost of \$26,000.							

	Bidder	Bidder:		Fitness Wear		Next Generation			
			Glenview, IL		Lomba	rd, IL			
_			Average	Category	Average	Category			
Item #	Apparel Description	Qty	cost/piece	Cost	cost/piece	Cost			
1	Parks' Summer Order	49	11.50	\$ 563.50	\$ 3.35	\$ 164.15			
2	All Staff Polos								
	ST640 Color TBD	35	16.75	\$ 586.25	\$ 12.00	\$ 420.00			
	Sizes XXL	5	16.75	\$ 83.75	\$ 13.00	\$ 65.00			
				\$ 670.00		\$ 485.00			
	Ladies Regular	30		-	\$ 12.00	\$ 360.00			
	Ladies XXL	5	16.75	\$ 83.75	\$ 13.00	\$ 65.00			
	Ladies XXXL	5	16.75	\$ 83.75	\$ 15.00	\$ 75.00			
				\$ 2,010.00		\$ 1,470.00			
3	Hats White	20	10.75	\$ 215.00	\$ 6.50	\$ 130.00			
	Hats Mesh Sandstone/Charcoal	10	11	\$ 110.00	\$ 7.50	\$ 75.00			
				\$ 325.00		\$ 205.00			
4	Parks Seasonal Order	24	10.5	\$ 252.00	\$ 3.65	\$ 87.60			
5	Lifeguard Visors	40	4.28		\$ 3.85	\$ 154.00			
	Lifeguard Hats	40	5.25	\$ 210.00	\$ 3.35	\$ 134.00			
				\$ 381.20		\$ 288.00			
6	Aquatics Manager Polos	20			\$ 9.25	\$ 185.00			
	Polos XXL	5	7.00	\$ 35.00	\$ 10.25	\$ 51.25			
				\$ 155.00		\$ 236.25			

	Bidder	Bidder:		ess Wear	Next Generation			
			Gler	nview, IL	Lomba	rd, IL		
			Average	Category	Average	Category		
Item #	Apparel Description	Qty	cost/piece	Cost	cost/piece	Cost		
7	Aquatic Summer Seasonal Staff Lifeguard Tank Tops							
	Unisex Regular sizes	90	17.5	\$ 1,575.00	\$ 4.95	\$ 445.50		
	Unisex XXL	10	17.5	\$ 175.00	\$ 5.95	\$ 59.50		
				\$ 1,750.00		\$ 505.00		
8	Aquatic Summer Seasonal Staff Lifeguard T-Shirts							
	Unisex Regular sizes	50	15.25	\$ 762.50	\$ 3.65	\$ 182.50		
	Unisex XXL	10	15.25	\$ 152.50	\$ 5.65	\$ 56.50		
				\$ 915.00		\$ 239.00		
9	Aquatic Summer Swim Lesson Staff Tank T-Shirts							
	Regular sizes	35	15.50	\$ 542.50	\$ 3.65	\$ 127.75		
	XXL	10	15.50	\$ 155.00	\$ 5.65	\$ 56.50		
				\$ 697.50		\$ 184.25		
10	Aquatic Summer Swim Lesson Staff Tank Tops Unisex	35	17.95	\$ 628.25	\$ 6.95	\$ 243.25		
	XXL	10	17.95	\$ 179.50	\$ 8.95	\$ 89.50		
				\$ 807.75		\$ 701.25		

	Bidder:	Bidder:		ess Wear	Next Generation			
			Glenview, IL		Lomba		rd, II	L
			Average	Category	Average		Category	
Item #	Apparel Description	Qty	cost/piece	Cost		cost/piece		Cost
11	Aquatic Staff Sweatshirts							
	Regular sizes	30	26.50	\$ 795.00	\$	12.95	\$	388.50
	XXL+	10	26.50	\$ 265.00	\$	15.95	\$	159.50
				\$ 1,060.00			\$	548.00
13	Aquatic Swim Team T-Shirts							
	Youth	50	14.50	\$ 725.00	\$	5.25	\$	262.50
	Adult Sizes	50	14.50	\$ 725.00	\$	5.55	\$	277.50
				\$ 1,450.00			\$	540.00
14	Aquatic Staff of the Week	30	14.50	\$ 435.00	\$	6.60	\$	198.00
15	Fitness Staff Hooded Sweatshirt	20	26.50	\$ 530.00	\$	12.95	\$	259.00
	XXL	5	26.50		\$	15.95	\$	79.75
	XXXL	5	26.50	· · · · · · · · · · · · · · · · · · ·	<u> </u>	17.50	\$	87.50
		_		\$ 1,325.00			\$	426.25
					<u> </u>		<u> </u>	
16	Fitness Trainer Long Sleeve - Red	40	16.50	•	\$	6.60	\$	264.00
	Black	40	16.50	•	\$	6.60	\$	264.00
				\$ 660.00	-		\$	528.00
17	Fitness Trainer Short Sleeve - Red	40	16.50	\$ 56.50	\$	3.65	\$	146.00
	Black	40	16.50	· · · · · · · · · · · · · · · · · · ·	\$	3.65	\$	146.00
				\$ 660.00			\$	292.00

	Bidd	Bidder:		ess Wear	Next Generation			
			Glenview, IL		Lomba	urd, IL		
			Average	Category	Average	Category		
Item #	Apparel Description	Qty	cost/piece	Cost	cost/piece	Cost		
18	Cori's Participant Shirts - Youth	75	14.50	\$ 1,087.50	\$ 5.05	\$ 378.75		
	Adult	25	14.50	\$ 362.50	\$ 5.36	\$ 134.00		
				\$ 1,450.00		\$ 512.75		
28	Aquatics Lifeguard Hooded Sweatshirt - Regular	60	26.50	\$ 1,590.00	\$ 12.95	\$ 777.00		
	XXL	5	26.50	\$ 132.50	\$ 15.95	\$ 79.75		
	XXXL	5	26.50	\$ 1,722.50	\$ 17.50	\$ 87.50		
				\$ 3,445.00		\$ 944.25		
29	All-Staff Fall Order - Womens Zip	50	32.00	\$ 1,600.00	\$ 24.75	\$ 1,237.50		
	XXL	10	32.00	\$ 320.00	\$ 27.30	\$ 273.00		
				\$ 1,920.00		\$ 1,510.50		
30	All-Staff Fall Order - Mens Zip	50	32.0	\$ 1,600.00	\$ 23.95	\$ 1,197.50		
	XXL	10	32.0	\$ 320.00	\$ 26.45	\$ 264.50		
	XXXL	10	32.0	\$ 1,920.00	\$ 28.55	\$ 285.50		
				\$ 3,840.00		\$ 1,747.50		

	Bidder	Bidder:		ess Wear	Next Generation			
			Glenview, IL		Lomba		1, IL	
			Average	Category	Average	Average Cate		
Item #	Apparel Description	Qty	cost/piece	Cost	cost/piece		Cost	
31	Knit Hats	50	11.75	\$ 587.50	\$ 7.	95	\$ 397.50	
32	Winter Headbands	50	9.85	\$ 492.50	\$ 6.1	25 9	\$ 312.50	
			5105	<i>•</i> 152150	φ on		<u> </u>	
33	Haunted Forest Long Sleeve							
	Regular Sizes	75	16.50	\$ 1,237.50	\$ 7.	35 3	\$ 551.25	
	XXL	10	16.50	\$ 165.00	\$ 8.	35	\$ 83.50	
				\$ 1,402.50			\$ 634.75	
34	Haunted Forest Hooded Sweatshirts					+		
	Regular Sizes	25	26.50	\$ 662.50	\$ 12.	95 !	\$ 323.75	
	XXL	10	26.50	\$ 265.00	\$ 15.	95 !	\$ 159.50	
				\$ 927.50		:	\$ 483.25	
37	Youth Basketball Reversible Jerseys							
	Youth sizes	130	21.95	\$ 2,853.50	\$ 15.	75 !	\$ 2,047.50	
	Adult Sizes	10	21.95	\$ 219.50	\$ 16.	20 3	\$ 162.00	
				\$ 3,073.00		:	\$ 2,209.50	
38	Youth Basketball Coaches T-shirt					+		
	S - XL	11	11.95	\$ 131.45	\$ 3.	55	\$ 40.15	
	XXL	1	11.95				\$ 5.40	
				\$ 143.40			\$ 45.55	

		Bidder:	Fitne	ess Wear	Next Gen	eration
			Gler	iview, IL	Lomba	rd, IL
			Average	Category	Average	Category
Item #	Apparel Description	Qty	cost/piece	Cost	cost/piece	Cost
39	Youth Basketball Coaches Quarter Zip					
	Regular sizes	14	34.00	\$ 476.00	\$ 22.50	\$ 315.00
	XXL	1	34.00	\$ 34.00	\$ 25.00	\$ 25.00
				\$ 510.00		\$ 340.00
40	Special Event Shirts - Gildan 8000 "Staff Safety Green"					
	Regular sizes	160	11.95	, ,	\$ 3.65	\$ 584.00
	XXL	30	11.95	1	\$ 5.40	\$ 162.00
	XXXL	5	11.95	•	\$ 7.30	\$ 36.50
				\$ 2,330.25		\$ 782.50
49	Well + Fit Short Sleeve T-Shirt					
	Regular	20	14.50	\$ 290.00	\$ 3.65	\$ 73.00
	XXL	10	14.50	\$ 145.00	\$ 5.40	\$ 54.00
				\$ 435.00		\$ 127.00
			10.00			
42	Summer Seasonal Camp Staff - Performance Polos	75	18.90	\$ 1,417.50	\$ 10.50	\$ 787.50
43	Summer Seasonal Junior Counselor	30	18.90	\$ 567.00	\$ 10.50	\$ 315.00
44	Summer Seasonal Staff Generic T-shirt Gildan 8000	140	14.50	\$ 2,030.00	\$ 3.65	\$ 511.00
			10.55	<b>A D T D D D D D D D D D D</b>	<b>A D C F</b>	A
	Summer Camper Shirts - Youth	200	13.50	. ,	\$ 3.35	\$ 670.00
	Adult	100	13.50		\$ 3.50	\$ 350.00
				\$ 4,050.00		\$ 1,020.00

	Bidder:	Bidder:		ess Wear	Next Gen	erat	ion
			Gler	nview, IL	Lomba	ombard, IL	
			Average	Category	Average		Category
Item #	Apparel Description	Qty	cost/piece	Cost	cost/piece		Cost
46	Parks Water Resistant Jacket	12	32.50	\$ 390.00	\$ 25.95	\$	311.40
47	Pink 5K Participant Shirts						
	Youth YS-YL	90	11.75	\$ 1,057.50	\$ 4.25	\$	382.50
	Adult S-XL	1260	11.75	\$ 14,805.00	\$ 4.40	\$	5,544.00
	Adult XXL	50	11.75	\$ 587.50	\$ 5.80	\$	290.00
				\$ 16,450.00		\$	6,216.50
48	Parks Fall Order - Long Sleeve T-shirts	15	16.50	\$ 247.50	\$ 6.60	\$	99.00
	GRAND TOTAL			\$ 59,825.35		\$	25,415.70

To fairly calculate bids submitted by each bidder, when a quantity range was provided in the bid specifications, the park district used the highest quantity to calculate the bid submittal prices equally.



# **Oak Brook Park District**

BOARD MEETING						
AGENDA ITEM –HISTORY/COMMENTARY						
ITEM TITLE: ORDINANCE 20-0316 AN ORDINANCE DECLARING SURPLUS PERSONAL PROPERTY AND AUTHORIZING THE SALE OR CONVEYANCE THEREOF	Agenda No.: 7 C Meeting Date: March 16, 2020					
STAFF REVIEW: Superintendent of Aquatic Maintenance Operations, Rob Bond:						
RECOMMENDED FOR BOARD ACTION:       Executive Director, Laure Kosey:         ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS         ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):         Items that have been recently identified as surplus property are listed in the attached Ordinance 20=0316.						
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> Staff is recommending the non-working food freezer, previously used in the aquatic center, to be recycled. The freezer was beyond repair.						
ACTION PROPOSED: A motion (and a second) to Approve Ordinance 20-0316: An Ordinance Declaring Surplus Property and Authorizing the Sale or Conveyance Thereof.						

## ORDINANCE NO. 20-0316 AN ORDINANCE DECLARING SURPLUS PERSONAL PROPERTY AND AUTHORIZING CONVEYANCE OR SALE THEREOF

WHEREAS, the Park District Code (70 ILCS 1205/8-22) provides that whenever a Park District owns any personal property that in the opinion of three-fifths (3/5) of the Board members then holding office, is no longer necessary, useful to or for the best interests of the District, threefifths (3/5) of the Board members then holding office may, by ordinance, authorize the conveyance or sale of that personal property in any manner they may designate, with or without advertising for sale; and

WHEREAS, the Oak Brook Park District (the "District") owns certain personal property as follows:

Property								
Equipment Type	Make	Model	Quantity	Reason for Surplus	Method of Disposal			
1998 Kitchen Freezer from Aquatic Center	Traulsen	GZZ010	1	Compressor is broke and cannot be	Recycle			
concession room				repaired.				

(hereinafter collectively referred to from time to time as the "Property"), which, according to the advice and recommendation of the District's staff is no longer necessary, useful to or for the best interests of the District; and

WHEREAS, the District's staff has recommended that the Property, except for the Property designated to be recycled/discarded, can best be sold by utilizing the services of Obernauf Auction Services, Inc., 118 N. Orchard Street, Round Lake, IL 60073, (an Illinois Auction Firm; License # 444.000105), who shall post the availability of such Property, with a minimum acceptable price as determined by the District's Executive Director, and shall conduct the auction

on behalf of the District by accepting bids for the purchase of the Property to the highest bidder; provided that, in the event that no bid is received for any portion of the Property to be sold by Obernauf Auction Services, Inc., any remaining Property shall be donated or disposed of as determined by the Executive Director; and

**WHEREAS**, the Board hereby accepts and adopts the recommendation of the District's staff with respect to the Property.

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois as follows:

Section 1: The Property is hereby declared, by a three-fifths (3/5) vote of the Board members now holding office, to be no longer necessary or useful to or for the best interests of the District, and the Board hereby finds that it is in the best interest of the District to dispose of the Property as set forth in Section 2 of this Ordinance.

Section 2: The Board hereby authorizes:

a) The sale of the Property, not designated to be discarded, by utilizing the services of Obernauf Auction Services, Inc., 118 N. Orchard Street, Round Lake, IL 60073, (an Illinois Auction Firm; License # 444.000105), who shall post the availability of the Property, with a minimum acceptable price as determined by the District's Executive Director, and shall conduct the auction on behalf of the District by accepting bids for the purchase of the Property to the highest bidder; provided that, in the event that no bid is received for any portion of the Property to be sold by Obernauf Auction Services, Inc., any remaining Property shall be donated or disposed of as determined by the Executive Director; and

b) All other Property to be discarded.

2

All ordinances or parts of ordinances in conflict with this Ordinance are Section 3: hereby repealed to the extent of the conflict.

This Ordinance shall be in full force and effect from and after its passage Section 4: and approval as provided by law.

## PASSED AND APPROVED THIS 16th DAY OF MARCH, 2020

Ayes:

Nays:

Absent:

## **OAK BROOK PARK DISTRICT**

By: \_\_\_\_\_\_ Sharon Knitter, President

ATTEST:

By: \_\_\_\_

Laure L. Kosey, Secretary



# **Oak Brook Park District**

BOARD MEETING							
AGENDA ITEM -HISTORY/COMMENTARY							
ITEM TITLE: FITNESS EQUIPMENT LEASE AGENDA NO.: 7 D							
		MEETING DATE: MARCH 16, 2020					
STAFF REVIEW:	Deputy Director, Dav	e Thommes BAND Bows					
RECOMMENDED FOR BOARD ACTION:	Executive Director, L	aure Kosey: auto					
ITEM HISTORY (PREVIOUS PARK DIS ITEM, COMMITTEE ACTION, OTHER							
The $2020 - 2021$ fiscal year capital budget ind in the fitness center. This equipment was last allows staff to make a large equipment purcha typically has a lifespan of $3 - 5$ years, at whice functionality become obsolete. A lease also all which adds value to their membership. The ca- the next three years. Staff has researched and received proposals for proposal from Direct Fitness Solutions will be	<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> The 2020 – 2021 fiscal year capital budget includes funds to replace a majority of the cardiovascular equipment in the fitness center. This equipment was last replaced in 2016, with a similar lease. Leasing fitness equipment allows staff to make a large equipment purchase at a fraction of the upfront cost. Cardiovascular equipment typically has a lifespan of 3 – 5 years, at which point repairs become more costly, while technology and functionality become obsolete. A lease also allows the District to give its members the newest fitness equipment which adds value to their membership. The capital budget allows for lease payments of \$40,000 annually for the next three years. Staff has researched and received proposals from several different fitness equipment companies. Staff feels the proposal from Direct Fitness Solutions will best meet the needs of the District. Included in the lease-purchase						
<ul> <li>is:</li> <li>8 Precor Treadmills</li> <li>1 Precor Adaptive Motion Trainer</li> <li>6 Precor Ellipticals</li> <li>3 Precor Upright Cycles</li> <li>3 Precor Recumbent Cycles</li> <li>2 Precor Adaptive Motion Trainers</li> </ul>							
All pieces include a 10" embedded touchscree services, track workouts, read news and social		s the user to watch television/streaming video					
Freight, delivery, and installation are also included, along with a \$13,150 price deduction for trade-ins of existing pieces. Finally, the lease includes a 3-year warranty on parts and labor. The details of the lease-purchase are on the pages that follow.							
ACTION PROPOSED: Motion (and a Second) to approve the Government Obligation Contract with National Cooperative Leasing for							

Motion (and a Second) to approve the Government Obligation Contract with National Cooperative Leasing for the lease-purchase of fitness equipment in the principal amount of \$108,650.00, which the Board finds in the best interest of the Park District and to authorize President Knitter and Secretary Kosey to execute the same, subject to final review and approval of legal counsel, and all related documents.



February 13, 2020

Oakbrook Park District 1450 Forest Gate Road Oak Brook, IL 60523

#### Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to the Oakbrook Park District the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the Oakbrook Park District would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a Fitness Equipment. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	Oakbrook Park District
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital & it's assigns
EQUIPMENT:	Fitness Equipment
EQUIPMENT COST: DOWN-PAYMENT: AMOUNT FINANCED:	\$108,650.00 \$0 \$108,650.00
TERM:	<u>3 Years</u>
ANNUAL LEASE PAYMENTS:	\$39,111.66
FIRST PAYMENT DUE:	1 Month from Lease Commencement
PURCHASE OPTION:	\$1.00
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to May 1st, 2020. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
DOCUMENTATION FEE:	\$250 paid to Lessor at closing

DOCUMENTATION:	Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.
TITLE / INSURANCE:	Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.
TAX STATUS:	This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.
SOURCEWELL CONTRACT: #032615-NCL	NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA). NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Katie Vangsness - (866) 763-7600 kvangsness@lscfinancial.com

#### ACCEPTANCE

As a duly authorized agent of the Oakbrook Park District, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED:	DATE:	
NAME:	TITLE:	
PHONE:		

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. AND THE MINCIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOU ROWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



### SOLUTIONS 600 Tower Road . Mundelein . IL 60060 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

### **Customer Information**

#### Sold To:

Ship To:

Oak Brook Park District - Premiere Fitness Oak Brook Park District - Premiere Fitness Club Club 1450 Forest Gate Road Oak Brook, Illinois 60523

**Billing Point of Contact:** Mike Delgado Ph: (630) 645-9542 mdelgado@obparks.org

1450 Forest Gate Rd Oak Brook, 60523

**Delivery Point of Contact:** Mike Delgado Ph:(630) 645-9542 mdelgado@obparks.org

### **Direct Fitness Sales Team:**

00026110

1/30/2020

2/29/2020

SALES PROPOSAL

Quote:

**Expires:** 

Date:

Tim Brennan- Managing Partner Ph: (847) 668-2537 Fax: (847) 278-4588 tbrennan@directfitnesssolutions.com

Andrew Miller- Inside Sales Ph: (847) 680-9300 Fax: (847) 278-4588 salesorders@directfitnesssolutions.com

## CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
8.00	PRE TRM 761.P62 (BP)	PRECOR TRM 761 (BP) Treadmill - P62 Console with Preva - 10" Touchscreen/TV, USB/audio (PHRCT761B3611EN)		\$ 9,895.00	\$ 6,100.00	\$ 48,800.00
3.00	PRE EFX 863.V2.P62 (BP)	PRECOR EFX 863.V2 (BP) Converging Crossramp, Fixed Arms; P62 with Preva 10" Touchscreen/TV, USB/Audio (PHRCE863B3640EN)	10" embedded entertainment system	\$ 9,295.00	\$ 5,700.00	\$ 17,100.00
3.00	PRE EFX 665.P62.Media (BP)	PRECOR 665 BP Elliptical w/Adjustable CrossRamp & Moving Arms - P62 Console w/Media Adapter - 10" Touchscreen / TV / USB / Audio (PHRCE665B4660EN)	10" embedded entertainment system	\$ 8,595.00	\$ 5,495.00	\$ 16,485.00
2.00	PRE AMT 865.P62 (BP)	PRECOR AMT 865 P62 (BP) Adaptive Motion Trainer - Open Stride; P62 with Preva 10" Touchscreen/TV, USB/Audio (PHRCA865B3660EN)		\$ 11,695.00	\$ 6,995.00	\$ 13,990.00
3.00	PRE RBK 665.P62.Media (BP)	RBK 665 BP Recumbent Cycle P62 w/SetTopBox Media Adapter 10" Touchscreen/TV, USB/audio (PHRCB665B4670EN)	10" embedded entertainment system	\$ 5,395.00	\$ 3,495.00	\$ 10,485.00
3.00	PRE UBK 665.P62.Media (BP)	UBK 665 BP Upright Cycle P62 w/ Media Adapter 10" Touchscreen/TV, USB/audio (PHRCB665B4690EN)	10" embedded entertainment system	\$ 5,095.00	\$ 3,295.00	\$ 9,885.00



SALES	PROPOSAL
Quote:	00026110
Date:	1/30/2020
Expires:	2/29/2020

### **SOLUTIONS** 600 Tower Road . Mundelein . IL 60060 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

## WARRANTY

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
2.00	PRE AMTP3L3P80	PRECOR Warranty, AMT, P80, EXT 3/3	three year parts & Labor	\$ 759.00	\$ 0.00	\$ 0.00
6.00	PRE BIKEP3L3P80	PRECOR Warranty, BIKE, P80, EXT 3/3	Three Year parts & Labor: uprights& Recumbents	\$ 579.00	\$ 0.00	\$ 0.00
6.00		PRECOR Warranty, EFX, P80, P82, P62, EXT 3/3, 600 Line	Three year parts & Labor	\$ 499.00	\$ 0.00	\$ 0.00
8.00	PRE TRMP3L3P80	PRECOR Warranty, TRM, P80, P82, P62, EXT 3/3, 700/800 Line	Three year parts & Labor	\$ 899.00	\$ 0.00	\$ 0.00

## TRADE IN

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
8.00	TRADE TREAD 4-6 PRE	DFS Trade-In Precor Tread 4-6 Years	Precor 811 w/pvs: 15-20K miles	(\$ 250.00)	(\$ 700.00)	(\$ 5,600.00)
3.00	TRADE CARDIO	DFS Trade-In Cardio	Upright Bikes: 4-6yrs old??	\$ 0.00	(\$ 200.00)	(\$ 600.00)
3.00	TRADE EFX 7+ PRE	DFS Trade-In Precor Elliptical 7 Plus Years	Precor total-body w/PVS ( 2011)	\$ 0.00	(\$ 800.00)	(\$ 2,400.00)
3.00	TRADE EFX 7+ PRE	DFS Trade-In Precor Elliptical 7 Plus Years	Precor Lower-body w/pvs	\$ 0.00	(\$ 600.00)	(\$ 1,800.00)
3.00	TRADE BIKE 7+ PRE	DFS Trade-In Precor Bike 7 Plus Years	Precor rbk 835 pvs ( 2011)	\$ 0.00	(\$ 450.00)	(\$ 1,350.00)
2.00	TRADE CARDIO	DFS Trade-In Cardio	Precor AMT 835 w/pvs (2012)	\$ 0.00	(\$ 700.00)	(\$ 1,400.00)

## FREIGHT

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	FREIGHT	Freight		\$ 0.00	\$ 2,055.00	\$ 2,055.00

## INSTALL

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 3,000.00	\$ 3,000.00



### **SOLUTIONS** 600 Tower Road . Mundelein . IL 60060 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES	PROPOSAL
Quote:	00026110
Date:	1/30/2020
Expires:	2/29/2020

SubTotal	\$ 108,650.00
Estimated Tax	
Grand Total	\$ 108,650.00

Notes

www.directfitnesssolutions.com



## SOLUTIONS

600 Tower Road . Mundelein . IL 60060 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

## **Ferms & Conditions**

#### PAYMENT TERMS:

PAYMENT IS DUE IN ADVANCE. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

#### ESTIMATED DELIVERY DATE:

4-6 weeks from receipt of signed Proposal.

#### **DISCLAIMER:**

No representation or statements and no warranties, expressed or implied, other than Manufacturers Warranty, arises apart from this quote concerning the above items except as stated in writing on this quote. All quotes are valid for 30 days.

#### TERMS AND CONDITIONS OF SALE:

Customer is responsible for the following on Entertainment, Cardio & Strength products: TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation. Installation is not included unless specified. XTV receivers require a CSafe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

GC or Owner is responsible for the following: • Dumpster for all garbage. • HVAC system up and running prior and during installation with a room temperature of 70 degrees. • Moisture Test done on concrete slab. RH Test; must be at or below 85% RH or Stauf adhesive must be used • Levelness of concrete slab checked for high/low spots, control joints, expansion joints, no paint overspray on concrete slab, etc. • Any major prep work:(grinding, self-leveling, etc.) • All original lighting on during installation of rubber floor. No temporary lighting. • All Doors and electrical outlets that are in the ground need to be removed prior to removal of old flooring and placed back once the new floor is installed; Any doors that swing into room or electrical outlets that are recessed must be properly installed to account for flooring thickness • GC or Owner is responsible for protecting and washing the new installed sports rubber flooring.

One year installation Warranty.

Please note: Unless product is defective or the return is a direct result of a Direct Fitness Solutions error, a 10% restocking fee for all orders and a 20% restocking fee on all custom orders will be charged. All shipping and installation costs are nonrefundable.

#### Quote Acceptance:

These prices, specifications and conditions are satisfactory and are hereby accepted. Payment Terms: Lease Agreement

Account Name:	Oak Brook Park District - Premiere Fitness Club	Company Name:	
Print Name:		Print Name:	
Signature:		Signature:	
Title:		Title:	
		Date:	
Date:			

 SALES
 PROPOSAL

 Quote:
 00026110

 Date:
 1/30/2020

 Expires:
 2/29/2020



 SALES
 PROPOSAL

 Quote:
 00026110

 Date:
 1/30/2020

 Expires:
 2/29/2020

### **SOLUTIONS** 600 Tower Road . Mundelein . iL 60060 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

### Email or Fax Signed Proposal To:

Andrew Miller Inside Sales Phone: (847) 680-9300 Fax: (847) 278-4588 salesorders@directfitnesssolutions.com \*\*Please include all applicable purchasing documents. If tax exempt please include exemption certificate.

Deliver	y Information
Requested Delivery Date: 6/30/2020	Payment Type:
Hours Available to Accept Delivery: asap	Purchase Order #:
Ship Via: DFS Truck	Site Survey Date: 6/20/2019
Ship Via Other:	Floor Plan Included:
Delivery Point of Contact Name: Mike Delgado	Dimensions of Access Ways:
Delivery Point of Contact Phone: (630) 645-9542	Stairs:
Delivery Point of Contact Email: mdelgado@obparks.org	Elevator:
Multiple Delivery Locations: No	Color of Upholstery:
Locations:	Color of Frames:
Possible Delays in Delivery Time? No	Trade-In's?
Delay Reasons:	Third Party Involved?
	Third Party Purchase Order #:



BOARD MEETING				
AGENDA ITEMHISTORY/COMMENTARY				
ITEM TITLE: CENTRAL PARK WEST DOOR & WINDOW BID	Agenda No.: 7 E			
	MEETING DATE: MARCH 16, 2020			
STAFF REVIEW: Deputy Director, Dav	re Thommes: KAND Domm 5			
RECOMMENDED FOR BOARD ACTION: Executive Director, L ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD RE ITEM, COMMITTEE ACTION, OTHER PERTINENT HIST	VIEWS, ACTIONS RELATED TO THIS			
During the December 16, 2019 Board Meeting, staff recommended bids received for the Central Park West Door and Window Project specifications and re-bid the project. A bid opening was held on N submitted bids. A summary of those bids is on the page that follow	I for the Board of Commissioners to reject all Bid on the basis of cost. Staff adjusted the Iarch 9, 2020 of which three contractors 75.			
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> With the assistance of Legat Architects and JSD Professional Services, Inc. a facility assessment was conducted on Central Park West. This building evaluation concentrated on building envelope components (roof, walls, windows, and doors), building structure, and building infrastructure (mechanical, electrical, plumbing and fire protection. Upon completion of the assessment, the District was provided with a summary of the existing conditions and recommended actions, prioritized by 1, 5 and 10 years. The total estimated cost for all recommended actions is \$565,000.				
In June, the Park District was awarded a \$143,000 grant from the Department of Commerce and Economic Opportunity for costs associated with renovations at Central Park West.				
Staff has identified the highest priority projects to be completed with the grant funds. One of the priority projects staff intended to complete was the replacement of the meeting room sliding doors and adjacent windows. Besides being outdated, the current meeting room sliding doors exceed the pull force to open and the existing door threshold is too high to meet ADA requirements.				
Staff is recommending that the Board of Park Commissioners approve the base and alternate bid #1 of Hargrave Builders Inc., in the amount of \$64,135.				
ACTION PROPOSED: A Motion (and a Second) to accept the Base Bid and Alternate Bid Hargrave Builders, Inc. and to approve an agreement between the O Builders Inc., for a not to exceed cost of \$64,135.				

## VIA Emailed

# LEGATARCHITECTS DESIGN | PERFORMANCE | SUSTAINABILITY

March 9, 2020

Dave Thommes Deputy Director Oak Brook Park District 1450 Forest Gate Road Oak Brook, IL 60523

## RE Oak Brook Park District – Central Park West Window / Door Replacement Architect's Project Number: 220005.00 Letter of Recommendation for Contract Award

Dear Dave:

On Monday, March 9th at 10:00 AM, bids were received for the above referenced project at the Family Recreation Center Administrative Office at the District. After the eighteen days bidding period prior to this date, three contractors submitted sealed bids. The bid opening was conducted by the Oak Brook Park District and witnessed by the three contractor representatives.

Legat Architects has reviewed the qualifications and references of the low bidder and have found no evidence which would disqualify the apparent low bidder, Hargrave Builders, Inc., from being awarded the contract for all work.

In addition to the Base Bid in the amount of \$54,450.00, the Bidders were required to identify the bid amounts for two (2) alternate bids. After consultation with Dave Thommes regarding the selection of alternates, Legat Architects recommends the Oak Brook Park District consider accepting Alternate #1 for the removal and replacement of the east exterior windows and door for the amount of \$9,685.00. Accepting Alternate #2 for the removal and replacement of the north clerestory windows for \$25,675.00 is not recommended at this time.

Legat Architects, therefore, recommends the Oak Brook Park District consider awarding the Contract for Construction, for the base bid proposal with Alternate #1 for a total contract amount of \$64,135 to:

Hargrave Builders, Inc.

660 Schneider Drive South Elgin, IL 60177 847.742.7828

All materials and supplies required to complete the work must be delivered to the site by Thursday, April 30, 2020. The project is to be substantially complete by Thursday, June 4, 2020.

Dave Thommes Letter of Recommendation for Contract Award 3/09/20 Page 2 of 2

If you have any questions regarding the bidding of the Oak Brook Park District – Central Park West Window Replacement Project please do not hesitate to call. On behalf of Legat Architects, I look forward to working with Oak Brook Park District toward the successful completion of this project.

Sincerely,

Ted Haug, AIA, LEED BD+C Legat Architects Design Principal

2015 Spring Road Suite 175 Oak Brook, IL

TH/GH

www.legat.com



Oak Brook Park District 1450 Forest Gate Road Oak Brook, IL 60523

Central Park West Door and Window Project Bid Open 3-9-20, 10:00 a.m.

						Total
Contractor	Bond	Certs	Base Bid	Alternate 1	Alternate 2	Contract
Hargrave Builders Inc. 660 Schneider Dr South Elgin, IL 60177	y	у	\$ 54,450.00	\$ 9,685.00	\$ 25,675.00	\$ 64,135.00
Company 4130 Timberland Dr. Northbrook, IL 60062	У	У	\$ 72,787.00	\$ 11,142.00	\$ 18,257.00	
lnc. 91 Christopher Way Fox Lake, IL 60020	У	У	\$ 71,204.00	\$ 11,422.00	\$ 17,295.00	

**Base Bid:** Replacement of the sliding glass exterior doors in the main room at Central Park West with swinging patio doors with side lights.

**Alternate 1**: East Window Replacement: To replace east window and frame with window / frame type "S" and door A109C: State the amount to be ADDED to the base bid for removing and replacing the existing exterior east window and door in meeting room A109 with windows and frame type "S" and door A109C. **Alternate 2:** North Clerestory Window Replacement: To replace north clerestory window and frames with window / frame type "W2": State the amount to be ADDED to the base bid for removing and replacing the existing exterior north clerestory window and window / frame type "W2".

#### Award:

Legat Architects recommend accepting the Base Bid and Alternate 1 Bid from Hargrave Builders, Inc. for a total contract price not to exceed \$64,135.



BOARD MEETING AGENDA ITEM –HISTORY/COMMENTARY					
ITEM TITLE: ORDINANCE 20-0420: AN ORDINANCE SETTING FORTH THE BUDGET AND MAKING APPROPRIATIONS OF SUMS OF MONEY FOR ALL OF THE NECESSARY EXPENDITURES OF THE OAK BROOK PARK DISTRICT OF COOK AND DUPAGE COUNTIES, ILLINOIS, FOR THE CORPORATE PURPOSE FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021	Agenda No.:8 A Meeting Date: March 16, 2020				
STAFF REVIEW: Chief Financial Officer, Marco Salinas: MGAGO Sulimas RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: Action Strengthered For Board Action Executive Director, Laure Kosey: Action Strengthered For His ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY					
Preparation of the requested fiscal year 2020/2021 budgets ("budgets") began in October 2019 when Finance staff began calculating the requested 2019 property tax levies. On November 20, 2019 the budget planning module was made available to staff so they could begin entering their budget requests. These requests were due to Finance on January 17, 2020, at which time access to the budget module was closed. Concurrent with this process, staff was also tasked with developing and updating their capital budget requests through the end of fiscal year 2025. These capital expenditure requests were due to Finance on December 27, 2019. Immediately after the closure of the budget module, Finance staff worked on compiling the requested budget information and presented such requests to the Executive Director for review.					
Subsequent to the Executive Director's review, finance staff and the Executive Director began holding meetings with all directors and respective managers to conduct a detailed review of the operating and capital budget					

On February 17, 2020 the Board conducted a Special Meeting and at such meeting staff presented the Board with various schedules detailing the requested budgets. The Board made several inquiries concerning the budgets and provided feedback to staff. Subsequent to this meeting District staff continued to further refine the budget and, among other adjustments, made the following modifications:

Added \$9,685 in credit card processing fees in the Sports Core Fund. •

requests to identify any necessary adjustments.

- Increased facility rental, programming, and alcohol permit revenues in our Central Park West (CPW) department in the amount of \$22,180. This department is in our General Fund.
- Increased programming supplies expenditures by \$7,420 in our CPW department and decreased building • maintenance expenditures by \$7,000 in this same department.
- Increased facility and personnel overhead expenditures by \$23,496 across various departments in our Recreation Fund with a corresponding increase in overhead revenues in our General Fund. Such overhead costs are allocated from the General Fund to the Recreation Fund on a quarterly basis.

A public hearing on our requested fiscal year 2020/2021 budget is scheduled for April 20, 2020. Notice of this public hearing is scheduled to be published in the Doings-Oak Brook newspaper on April 9, 2020.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):** Accompanying this agenda history document is a draft of the annual budget and appropriation ordinance, a consolidating Budget Summary schedule that summarizes the budgets for all eleven of our funds as well as a draft of the Certification of Estimate of Revenue for Fiscal Year 2020-2021.

The attached ordinance, budget summary schedule and certification of estimate of revenues are for review and discussion only. The final requested fiscal year 2020/2021 budget and related documents are scheduled for approval at the April 20, 2020 Board meeting.

**ACTION PROPOSED:** For Review and Discussion Only.

#### **ORDINANCE** <u>NO. 20-0420</u>

#### OAK BROOK PARK DISTRICT

#### ANNUAL BUDGET AND APPROPRIATION ORDINANCE

#### AN ORDINANCE SETTING FORTH THE BUDGET AND MAKING APPROPRIATIONS OF SUMS OF MONEY FOR ALL OF THE NECESSARY EXPENDITURES OF THE OAK BROOK PARK DISTRICT OF COOK AND DUPAGE COUNTIES, ILLINOIS, FOR THE CORPORATE PURPOSE FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021.

WHEREAS, the Board of Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, caused to be prepared in tentative form a Budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty (30) days prior to final action thereon; and

WHEREAS, a public hearing will be held as to such Budget on the 20th day of April, 2020, notice of said hearing having been given at least one (1) week prior thereto as required by law and all other legal requirements having been complied with;

NOW, THERFORE, BE IT ORDAINED by the Board of Commissioners of the Oak Brook Park District, as follows:

<u>Section 1.</u> That the fiscal year of this District be and the same hereby is fixed and declared to be from May 1, 2020 to April 30, 2021.

<u>Section 2.</u> That the following Budget, containing an estimate of the amount available, and expenditures, and the appropriation contained therein, be and the same is hereby adopted as the Budget and Appropriations for this Park District for the said fiscal year and the following sums of money:

GENERAL FUND	\$2,835,661.00
RECREATION FUND	\$3,983,254.00
ILLINOIS MUNICIPAL RETIREMENT FUND	\$ 216,000.00
SOCIAL SECURITY FUND	\$ 279,463.00
LIABILITY INSURANCE FUND	\$ 158,240.00
AUDIT FUND	\$ 12,800.00
SPECIAL RECREATION FUND	\$ 118,559.00
DEBT SERVICE FUND	\$1,834,682.00
RECREATIONAL FACILITIES FUND (Tennis Ctr.)	\$2,124,807.00
CAPITAL PROJECTS FUND	\$3,132,000.00
SPORTS CORE FUND	\$ 425,371.00

or as much thereof as may be authorized by law and hereby appropriated for the purpose of the Oak Brook Park District, as herein thereafter specified for said fiscal year.

### SUMMARY OF APPROPRIATIONS

GENERAL CORPORATE FUND		\$2,835,661.00
RECREATION PROGRAM FUND		3,983,254.00
ILLINOIS MUNICIPAL RETIREMENT FUND		216,000.00
SOCIAL SECURITY FUND		279,463.00
LIABILITY INSURANCE FUND		158,240.00
AUDIT FUND		12,800.00
SPECIAL RECREATION FUND		118,599.00
DEBT SERVICE FUND		1,834,682.00
RECREATIONAL FACILITIES FUND		2,124,807.00
CAPITAL PROJECTS FUND		3,132,000.00
SPORTS CORE FUND		425,371.00
	TOTAL	<u>\$15,120,837.00</u>

<u>Section 3.</u> That the estimated cash expected to be on hand at the end of this fiscal year is <u>TO BE</u> <u>DETERMINED</u>.

<u>Section 4.</u> That all balances of any item or items of any general appropriation made in the Ordinance be expended in making up any deficiency in any item in the same general appropriation, and for the same general purposes, or any like appropriation and for the same general purpose, or any like appropriation made by this Ordinance.

<u>Section 5.</u> That all unexpended balances from annual appropriations of the previous years be and they are hereby re-appropriated for the same or similar purpose.

<u>Section 6.</u> That should any clause, sentence, paragraph or part of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

<u>Section 7.</u> This Ordinance shall be in full force and effect from and after its passage and approval according to law.

Adopted this 20th day of April, 2020, pursuant to a roll call vote as follows:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

Absent:

President

ATTEST:

### OAK BROOK PARK DISTRICT CERTIFICATION OF ESTIMATE OF REVENUE FOR FISCAL YEAR 2020-2021

**I**, **Kevin Tan**, do hereby certify that I am the duly qualified Treasurer of the Oak Brook Park District and the Chief Fiscal Officer of said Park District. As such officer I do further certify that the revenues, by source, anticipated to be received by said Park District in the fiscal year beginning May 1, 2020 and ending April 30, 2021 are estimated to be as follows:

<u>SOURCE</u>		<u>AMOUNT</u>
Property and Replacement Taxes		
General Corporate	\$	1,644,167.00
Recreation		991,894.00
Illinois Municipal Retirement Fund		180,348.00
Special Recreation Funds		101,012.00
Social Security Fund		277,386.00
Liability Insurance		156,166.00
Audit		7,732.00
Debt Service		1,535,044.00
Sub-Tot	al \$	4,893,749.00
Non-Tax Revenues Interest Earned Program Fees Recreation Center/Memberships & Fees Racquet Club/Tennis Court Fund Aquatic Center Grants Bonds Other Sub-Tota	\$ al \$	63,375.00 1,681,395.37 1,434,983.00 1,772,000.00 1,135,961.63 400,000.00 - 455,424.00 6,943,139.00
TOTAL ESTIMATED REVENUES	\$	11,836,888.00

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the said Park District this 20th day of April, 2020.

Kevin Tan Treasurer and Chief Fiscal Officer

SEAL

### OAK BROOK PARK DISTRICT BUDGET SUMMARY FOR FISCAL YEAR BEGINNING MAY 1, 2020 THROUGH APRIL 30, 2021- ALL FUNDS

	051554	DEODEATION	TENNIS CENTER		SOCIAL SECURITY					-	PECIAL REATION	DE SER				-	PORTS CORE		
	GENERAL	RECREATION		IMRF							-	-			OJECIS		JURE	<b>^</b>	TOTALS
	\$ 1,549,013	\$ 961,938	\$-	\$ 153,916	\$ 259,765		9,118	\$7,	732	\$	101,012	\$ 1,53	5,044	\$	-	\$	-	\$	4,717,538
Taxes - Replacement Interest	95,154 11,500	29,956 17,500	- 17,000	26,432 750	17,621 550		7,048 325		- 250		- 100		- 400		- 15,000		-		176,211 63,375
Building Rental Fees	282,625	17,500	17,000	750	550		325		250		100		400		15,000		-		282,625
Program & Service Fees	443,691	- 2,817,358	- 1,772,000	-	-		-		-		-		-		-		- 486,267		5,519,316
Field Rentals	222,400	2,017,000	1,772,000	_	_		_		_								400,207		222,400
Marketing	222,400	49,000					_		-										49,000
Other	340,824	32,100	7,500	-	_		_		_		20,000		-		406,000		_		806,424
Total Revenues	,	\$ 3,907,851	\$ 1,796,500	\$ 181,098	\$ 277,936	\$ 15	6,491	\$ 7	982	\$	121,112	\$ 1,53	5 444	\$	421,000	\$	486,267	\$	11,836,888
Total Nevenues_	φ 2,343,207	Ψ 5,507,051	φ 1,750,500	ψ 101,030	ψ 211,330	ψ 15	0,401	Ψ',	302	Ψ	121,112	ψ 1,00	5,777	Ψ	421,000	Ψ	400,207	Ψ	11,000,000
EXPENDITURES/EXPENSE	ES																		
Administration	\$ 464,071	\$ 973,026	\$ 727,478	\$-	\$-	\$ 3	7,891	\$	-	\$	53,546	\$	-	\$	-	\$	85,632	\$	2,341,644
Finance & H.R.	494,580	-	-	-	-		-		-		-		-		-		-		494,580
Parks & Dean Nature	793,692	-	-	-	-		-		-		-		-		-		-		793,692
Professional Services	46,000	-	-	-	-		-	12,	750		-		-		-		-		58,750
Recreation Center	965,541	-	-	-	-		-		-		-		-		-		-		965,541
Buildings (Incl. CPW)	71,777	-	370,829	-	-		-		-		-		-		-		-		442,606
Programs	-	2,473,199	631,500	-	-		-		-		37,013		-		-		339,739		3,481,451
Marketing	-	337,029	-	-	-		-		-		-		-		-		-		337,029
Other	-	-	-	216,000	279,463	120	0,349		50		3,000	1,83	4,682		1,000		-		2,454,544
Capital Projects	-	200,000	255,000	-	-		-		-		25,000		-	;	3,131,000		-		3,611,000
Depreciation	-		140,000	-	-		-		-		-		-		-		-		140,000
Total Expenditures	\$ 2,835,661	\$ 3,983,254	\$ 2,124,807	\$ 216,000	\$ 279,463	\$ 15	8,240	\$ 12,	800	\$	118,559	\$ 1,83	4,682	\$ 3	3,132,000	\$	425,371	\$	15,120,837
Adjustment for Capitalized																			
Costs	\$-	\$-	\$ 255,000	\$-	\$-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	255,000
Net Surplus/(Deficit),																			
Excluding Transfers	\$ 109,546	\$ (75,403)	\$ (73,307)	\$ (34,902)	\$ (1,527)	\$ (	1,749)	\$ (4,	818)	\$	2,553	\$ (29	9,238)	\$ (2	2,711,000)	\$	60,896	\$	(3,028,948
Transfers in	\$-	\$-	\$-	\$-	\$-	\$	-	\$	-	\$	-	\$ 31	3,715	\$	250,000	\$	-	\$	563,715
Transfers (out)	(385,742)	(177,973)	-	-	-		-		-		-		-		-		-		(563,715
_ Net Surplus/(Deficit)	\$ (276,196)	\$ (253,376)	\$ (73.307)	\$ (34,902)	\$ (1,527)	\$ (*	1,749)	\$ (4.	818)	\$	2,553	\$ 1	4,477	\$ (	2,461,000)	\$	60,896	\$	(3,028,948



BOARD MEETING							
AGENDA ITEM -HISTORY/COMMENTARY							
ITEM TITLE: RENEWAL OF THE INTERGOVERNMENTAL							
AGREEMENT DATED JANUARY 18, 2016, BY AND BETWEEN THE BOARD OF EDUCATION OF BUTLER SCHOOL DISTRICT #53, THE	Agenda No.: 8 B						
OAK BROOK PARK DISTRICT FOR A BEFORE AND AFTER SCHOOL							
PROGRAM AT BROOK FOREST ELEMENTARY SCHOOL	MEETING DATE: MARCH 16, 2020						
FOR SCHOOL YEAR 2020 - 2021.							
STAFF REVIEW: Deputy Director, Da	ve Thommes: KANK HOMS						
RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:							
ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD RI	EVIEWS, ACTIONS RELATED TO THIS						
ITEM, COMMITTEE ACTION, OTHER PERTINENT HIST	TORY):						
The Intergovernmental Agreement between the Oak Brook Park D	istrict and District #53 is due for renewal.						
Staff is reviewing the agreement and no changes are anticipated.							
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KI	EV POINTS RECOMMENDATIONS).						
In 2016 the Park District entered into a contract to provide a before							
District 53 elementary aged students. The program has been benefit							
recreational outlet before and after school and the community as a							
working parents. This partnership also encourages collaboration an							
recommended that the Agreement be renewed again for the 2020 -	2021 school year.						
ACTION PROPOSED:							

For review and discussion only.

### RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT DATED JANUARY 18, 2016, BY AND BETWEEN THE BOARD OF EDUCATION OF BUTLER SCHOOL DISTRICT #53, THE OAK BROOK PARK DISTRICT FOR A BEFORE AND AFTER SCHOOL PROGRAM AT BROOK FOREST ELEMENTARY SCHOOL

### AGREEMENT:

This Agreement dated this 20<sup>th</sup> day of April, 2020 by and between the Board of Commissioners of Oak Brook Park District, DuPage County, Illinois (hereinafter the "Park District") and the Board of Education Butler School District 53, DuPage County, Illinois (hereinafter the "School District")(and hereinafter sometimes referred to collectively as the "Parties") provides for hosting of Park District Before and After School Recreational Programs (hereinafter the "Program", "Programs" or "Programming") as follows:

### WITNESSETH:

**WHEREAS**, the Park District and the School District are "units of local government" as defined under Article VII, Section 10, of the Constitution of Illinois 1970 and are "public agencies" as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS220/1 *et seq.*; and

WHEREAS, the Park District and the School District have mutually determined that it would be in the best interest of the citizens of the community to be able to utilize certain facilities at the Brook Forest Elementary School (the "School") for the Programs when it is not being used by the School District for its own before and after school program; and

**WHEREAS**, by this Agreement, the School District intends to authorize the Park District to use certain facilities at the School for a facility usage fee as provided in this Agreement; and

**WHEREAS**, parents of students who attend the School will benefit from the Programming to be provided by the Park District;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1. Enabling Authority
  - a. This Agreement is entered into between the Parties pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act.
- 2. General Conditions
  - a. Program
    - i. That subsidized fees shall be made available for the Programs for eligible low income families of the School District, through the Park District or other financial assistance programs; and
    - ii. That Park District Programming will provide students of the School District with age-appropriate recreational physical, educational and social activities, including homework assistance; and

- iii. That a snack program is made available by the Park District at no additional cost to the families or participants; and
- iv. That both the Park District and the School District will actively promote the Programs to School District families.
- v. That the facility usage fee to be paid by the Park District to the School District shall be \$10.00 per week for before school care and \$20.00 per week for after school care.
- b. School District Facilities
  - The School District shall provide the Park District with the use of the following facilities at the School for the Programs, without requiring any facility fee: the gymnasium, washrooms, designated classrooms, designated kitchen storage areas, designated exterior play area, and other designated storage areas, together with such corridors and entrance ways necessary to gain ingress and egress to and from said areas, which shall be limited to pre-established schedules and times (the "School Facilities"). The specific School Facilities shall be agreed upon by the Parties prior to the commencement of the Programming. The Park District Programs will periodically be required to share these School Facilities with other user groups scheduled within the School.
  - ii. The School's Administrative Staff will notify the Park District site staff, with as much advance notice as possible, of any proposed conflicting or shared use of the School Facilities. When possible, the School's Administrative Staff may offer alternative spaces to accommodate the Programs when such conflicts or sharing occur.
- c. Terms of Agreement
  - i. The term of this Agreement shall be for a period of one year effective with the 2020/2021 school year.
  - ii. This Agreement may be renewed for additional one-year terms if either of the Parties hereto notifies the other in writing no less than sixty (60) days prior to September 15.
  - iii. The Park District has the right to discontinue any Program if participation falls below seven (7) total students, by written notification to the School District prior to September 15.

- d. Access to School
  - i. The School shall provide ingress and egress to Park District Program employees and Program participants, as authorized by the School District, during hours of Program operation, and to other areas needed to meet crisis protocol and procedures.
- e. Parking
  - i. Authorized Park District employees and Program participants shall be permitted to park vehicles in any parking lot at the School during the hours of operation for the Programs without interference or hindrance, except reasonable periods of repair or construction or other School programming.

### 3. Use of School Facilities

- a. Time Scheduling
  - i. During regular School attendance days, for the purposes of before school Programming, the Park District shall have use of the School Facilities beginning at 6:45 a.m. and ending at the School's start time.
  - ii. During regular School attendance days, for the purposes of after school Programming, the Park District shall have use of the School Facilities beginning at the time of School dismissal and ending when all students have been picked up, with a published ending time of 6:00 p.m.
  - iii. The School District will allow adequate time for Program set-up and takedown.
  - iv. If scheduling conflicts occur with the School, the School shall be given priority over the Programs. Both Parties will cooperate in adjusting their needs to eliminate such conflicts.
- b. Site Use and Maintenance
  - i. Refrigerator space is limited, but a small space will be designated for the Programs. The School's custodial staff shall have no responsibility for the cleanliness of this unit.
  - ii. All kitchen surfaces and appliances must be cleaned after use.
  - iii. The School has designated storage space for use by the Park District. Materials must be stored securely and within designated spaces. The School District has no responsibility for these supplies. If space allows, the Park District may provide its own storage cabinets with the permission of the School's Principal.

- iv. School District-owned equipment and/or supplies are available for use only as authorized by the School or School District. Authorized equipment and/or supplies must remain in the area authorized for use. All other supplies and equipment are not available for use. The Park District shall supply any needed games, educational materials, activities, art supplies and consumables.
- v. No supplies or materials shall be left in the gymnasium or any other space following Park District use, other than in spaces designated for storage.
- vi. Lunch tables are available for use on a regular basis. Park District staff will be responsible for the complete clean-up following all activities.
- vii. Snacks must be consumed at designated tables only and cleaned up after each use. Only peanut-free snacks will be offered by the Park District during Program use.
- viii. School Facilities must be left in a clean orderly condition, including floors, walls and restrooms. Accidents and general clean-up that require custodial assistance during the Programs will be handled by the Park District's on-site staff. All areas of the School should be left ready for use at the end of each Program session.
- ix. The Park District agrees that it shall promptly reimburse the School District for the cost of necessary repairs to or replacements of furnishings, fixtures and other improvements at the School that may be caused by the Park District's operation of the Programs, normal wear and tear excepted.
- x. The School District agrees to provide reasonably required heating, electrical, and water services during such times as the Park District uses the School to operate the Programs.
- xi. The School office copier may be used upon request only and only for incidental, periodic use.
- xii. The School office and other non-designated classrooms are off-limits for Park District staff and participants unless previously scheduled.
- xiii. The School's custodial staff shall have authority to request compliance with Site Use and Maintenance Regulations and to report any non-compliance issues to the School's administration.

### 4. Access to Internet and Network

- a. The School shall make access to the Internet and the School's wireless network available to the Park District for the Programs.
- b. Park District participants and staff are subject to Park District and School District electronic use policies, and only for materials related to the Programs.

### 5. Supervision

- a. The Park District's Program Supervisor shall be responsible for adherence to all rules, regulations and procedures by the Park District and the participants, and shall serve as the primary contact between the School and the Park District regarding site operations and School-specific procedures for the Programs.
- Park District shall, at all times, maintain at least one qualified adult, over the age of 18, at the School during all Program operation, which adult shall be designated as the Site Supervisor.
- c. The Park District and the School District shall work cooperatively with regard to performance standards and issues for Program supervisory staff.
- d. The Park District shall provide supervision for parent drop-off and pick-up areas.
- e. Park District support supervision personnel shall have the following qualifications:
  - i. All such personnel shall be at least 18 years of age.
  - ii. Personnel in a counselor position shall have a high school diploma, shall have a minimum of six (6) months' experience in an environment with children 5-11 years of age, shall be trained in CPR and First Aid, and shall be required to pass an Illinois State Police Criminal Background Check and a drug test.
  - iii. Personnel in a supervisor position shall have a college degree or have a high school diploma and a minimum of three (3) years' child development experience with children 5-11 years of age, shall be trained in CPR and First Aid, and shall be required to pass an Illinois State Police Criminal Background Check and a drug test.

### 6. Specific Safety Requirements

- a. The Park District shall follow the School District's Board of Education policies regarding local, state and federal licensing requirements and those regarding safety.
- b. Alcoholic beverages, smoking, drugs or weapons are strictly forbidden on School property.
- c. Access to the School building shall be limited to specified entrance(s) only. All other entrances must remain locked. Doors must not be propped open or left ajar at any time.
- d. Fire exits, doorways and hallways shall be kept passable at all times.

## 7. <u>Insurance Requirements: Each Party shall be required to maintain the following insurance coverages:</u>

- a. General Liability Coverage, including Contractual Liability Coverage, specifically including bodily injury, personal injury, and property damage
  - i. Each occurrence: \$3,000,000, written on an occurrence basis
  - ii. General aggregate: \$2,000,000
- b. Worker's Compensation Coverage
  - i. Statutory for Illinois
  - ii. Each accident: \$500,000
  - iii. Disease policy limit: \$500,000
  - iv. Disease each employee: \$500,000
- c. Excess Liability/Umbrella Coverage
  - i. \$1,000,000
- d. Sexual Misconduct and Molestation Liability Coverage
  - i. Each loss limit: \$1,000,000
  - ii. Aggregate limit: \$1,000,000
  - iii. Innocent party defense: \$300,000
- e. Each Party shall include the other Party, its public officials, employees, volunteers and agents, as additional insureds for all liability coverage. In addition, each Party shall furnish the other Party with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- f. In the event that any Party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, that Party shall keep in force at all times during the term of this Agreement, all coverages provided for hereinabove notwithstanding provision of such coverages in such manner.
- g. The insurance company, self-insurance pool, or similar entity of the Party administering any claim, cause of action and the like, shall be allowed to raise on

behalf of the other Party any and all defenses, statutory and/or common law, to such claim or action that the other Party might have raised, including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.* 

### 8. Indemnification

a. To the maximum extent permitted by law, Park District and School District shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence or wrongful conduct of their respective employees or other authorized agents in connection with this Agreement. However, neither Party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the negligent or wrongful acts or omissions of the other Party. If the Parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault.

### 9. Relationship of the Parties

a. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither the Park District nor the School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

### 10. No Third Party Beneficiary

a. 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 or entity who is not a Party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

### 11. Assignment

a. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

### 12. Right to Amend

a. In the event that either Party desires to modify or amend this Agreement, written notice thereof shall be given prior to September 15 of the preceding year for modification to be adopted for the subsequent year unless otherwise agreed. Modification to this Agreement must be by formal public action of the elected Board of the respective Party.

### 13. Authority

a. The individual officers of the Park District and the School District who have executed this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

### 14. Successor

a. It is the intention of the Parties hereto that this Agreement and each and all of the provisions be binding on their successors in office.

### 15. Multiple Counterparts

a. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Board of Education of Butler School District #53	Oak Brook Park District
By:	By:
Christopher Edmonds, Its President	Sharon Knitter, Its President
Attest:	Attest:
Ahmad Sulaiman, Its Secretary	Laure L. Kosey, Its Secretary



## **Oak Brook Park District**

BOARD MEETING AGENDA ITEM –HISTORY/COMMENTARY									
ITEM TITLE: ORDINANCE 20-0421: SUPPLEMENTAL APPROPRIATION ORDINANCE OF THE OAK BROOK PARK DISTRICT FOR THE FISCAL YEAR BEGINNING MAY 1, 2019 AND ENDING APRIL 30, 2020.	Agenda No.: 8 C Meeting Date: <u>MARCH 16, 2020</u>								
STAFF REVIEW: Chief Financial Officer, Marco S	Salinas: Magan Stran								
RECOMMENDED FOR BOARD ACTION: Executive Director, Laure <b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS</b> <b>COMMITTEE ACTION, OTHER PERTINENT HISTORY)</b> In early 2019 the Park District applied for a grant with the Departm Opportunity ("DCEO") to help fund several capital improvements improvements include the replacement of concrete sidewalks, exter existing HVAC system. In May 2019, we were notified by the DC to help pay for these improvements. On January 20, 2020 the Park District Board of Commissioners ("H This ordinance approved the issuance/execution of a promissory no of \$500,000 with proceeds from this note to fund various outdoor 1 Park athletic fields.	S, ACTIONS RELATED TO THIS ITEM, hent of Commerce and Economic at our Central Park West facility. Such rior sliding doors, as well as portions of the EO that we were awarded a \$143,000 grant Board") adopted ordinance number 20-0121. but to the Village of Oak Brook in the amount								
The above revenue sources were not known or finalized prior to the Board's adoption of our annual budget and appropriation ordinance for fiscal year beginning May 1, 2019 and ending April 30, 2020. As such, neither the above capital expenditures or revenues were incorporated into the originally adopted FY 2019/2020 budget.									
Now that we have this new revenue, the park district desires to undertake the above capital improvements in the current year with the goal of substantially completing the improvements by April 30, 2020; the end of our current fiscal year.									
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> Per State of Illinois Statutes (70 ILCS 1205/4-4), the Park District Board may adopt a supplemental appropriation ordinance subsequent to the adoption of the annual appropriation ordinance in an amount not to exceed the aggregate of any additional revenue available to the Park District. Finance staff has calculated the additional available revenue for fiscal year beginning May 1, 2019 and ending April 30, 2020 to be \$643,000.									

ACTION PROPOSED: For review and discussion only.

#### ORDINANCE <u>NO. 20-0421</u>

### OAK BROOK PARK DISTRICT

### SUPPLEMENTAL APPROPRIATION ORDINANCE OF THE OAK BROOK PARK DISTRICT FOR THE FISCAL YEAR BEGINNING MAY 1, 2019 AND ENDING APRIL 30, 2020.

## BE IT ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS:

#### SECTION 1: Findings

- A. The Board of Park Commissioners hereby find that from and after the date of adoption of the District's annual appropriation ordinance for the fiscal year beginning May 1, 2019 and ending April 30, 2020 (Ordinance No. 19-0415), the Park District has acquired new revenue which was not previously appropriated and is available for spending (the "Supplemental Revenue"); and
- B. It is further found that the estimated sum of the Supplemental Revenue the District shall have available for supplemental appropriation during the 2019/2020 fiscal year shall be Six Hundred Forty-Three Thousand (\$643,000).
- C. The Park District is authorized to adopt a supplemental appropriation ordinance subsequent to the adoption of the annual appropriation ordinance for any fiscal year in an amount not to exceed the aggregate of any additional revenue available to the Park District or estimated to be received by the Park District, 70 ILCS 1205/4-4.

SECTION 2: Supplemental Appropriation. The Board of Park Commissioners hereby supplement the appropriation heretofore approved for expenses and liabilities related to the Capital Projects Fund for the fiscal year beginning May 1, 2019 and ending April 30, 2020, by an amount equal to \$643,000, the amount of the Supplemental Revenue already received or estimated to be received, for the purchase and installation of outdoor LED field lighting at various locations in our Central Park, and various capital improvements at our Central Park West facility, including the purchase and installation of replacement exterior doors, replacement of concrete walkways, and the replacement of an existing HVAC system.

SECTION 3: All other terms and provisions contained in Ordinance No. 19-0415 shall remain in full force and effect.

SECTION 4: This appropriation ordinance is adopted pursuant to procedures set forth in Section 4-4 of the Illinois Park District Code, as amended by Public Act 98-278, effective August 9, 2013.

SECTION 5: This appropriation ordinance shall be in full force and effect from and after its passage and approval according to law.

Adopted this 20th day of April, 2020, pursuant to a roll call vote as follows:

Aye: \_\_\_\_\_

Nay:

Absent:

President

ATTEST:



## **Oak Brook Park District**

BOARD MEETING							
AGENDA ITEMHISTORY/COMMENTARY ITEM TITLE: ORDINANCE NO. 20-0422: AN ORDINANCE FOR TRANSFERRING ANTICIPATED UNEXPENDED FUNDS FROM CERTAIN APPROPRIATION ITEMS TO OTHER ITEMS OF APPROPRIATION MEETING DATE: MARCH 16, 2020							
STAFF REVIEW: Chief Financial Officer, Marco Salinas:							
RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: <b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED FO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY</b> This ordinance authorizes staff to transfer anticipated fiscal year 2019/2020 unexpended funds from certain appropriation line items to other certain appropriation line items. Per Section 4-4 of the Illinois Park District Code, such transfers may only occur after the first six months of any fiscal year have elapsed and requires approval by two-thirds of the Park District Board.							
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> If approved, these transfers will be carried-out during the month of April 2020; the twelfth (12 <sup>th</sup> ) month of the current fiscal year.							
ACTION PROPOSED: For Review and Discussion Only.							

### **ORDINANCE** <u>NO. 20-0422</u>

### AN ORDINANCE FOR TRANSFERRING ANTICIPATED UNEXPENDED FUNDS FROM CERTAIN APPROPRIATION ITEMS TO OTHER ITEMS OF APPROPRIATION

WHEREAS, the first six months of fiscal year 2019-2020 of the Oak Brook Park District have elapsed; and

WHEREAS, Section 4-4 of the Park District Code provides that, after the first six months of any fiscal year, anticipated unexpended funds from any appropriation item may be transferred, by a two-thirds vote, to any other item of appropriation, so that the item to which said transfer is made is increased to the extent of the amount so transferred; and

WHEREAS, the Board of Park Commissioners has determined that it is necessary and desirable to make certain appropriation transfers as provided herein,

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Park Commissioners of the Oak Brook Park District, DuPage and Cook Counties, Illinois, as follows:

Section 1: Anticipated unexpended funds from certain specified budget and appropriation line items in the Budget and Appropriation Ordinance for fiscal year 2019-2020, in the amounts set forth in Exhibit A attached hereto, are hereby transferred to those specific line items and in the amounts, which are also set forth in such Exhibit A, such line items to be increased to the extent of the amount so transferred.

<u>Section 2</u>: This Ordinance shall be in full force and effect after its passage and approval by a two-thirds vote of the Board of Commissioners.

**Section 3**. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Passed and approved this 20th day of April, 2020.

AYES:	

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved:

Sharon Knitter, President

ATTEST:

Laure L. Kosey, Secretary

Fund & Department	Account Description	0	riginal Budget Balance	-	Transfer To	Transfer From	Re	evised Budget Balance
Administration (01-0	1)							
01-01-660-002	Mileage Reimbursement	\$	350.00	\$	150.00	\$ -	\$	500.00
01-02-740-025	Contingency		60,000.00		-	(150.00)		59,850.00
01-01-680-001	Notices & Ordinances		1,500.00		200.00	-		1,700.00
01-02-740-025	Contingency		59,850.00		-	(200.00)		59,650.00
			Total:	\$	350.00	\$ (350.00)	:	
Central Park North (0	)1-04)							
01-04-800-006	Park Equipment Replace & Repair	\$	500.00	\$	600.00	\$ -	\$	1,100.00
01-02-740-025	Contingency		59,650.00		-	(600.00)		59,050.00
01-04-750-013	Weed Control Services	\$	6,300.00	\$	1,200.00	\$ -	\$	7,500.00
01-02-740-025	Contingency		59,050.00		-	(1,200.00)		57,850.00
01-04-770-000	Electricity		-		350.00	-		350.00
01-04-770-001	Water		-		150.00	-		150.00
01-02-740-025	Contingency		57,850.00		-	(500.00)		57,350.00
			Total:	\$	2,300.00	\$ (2,300.00)		
Central Park (01-05)								
01-05-800-006	Park Equipment/Replacement, Repa	\$	6,600.00	\$	900.00	\$ -	\$	7,500.00
01-02-740-025	Contingency		57,350.00		-	(900.00)		56,450.00
01-05-790-021	Athletic Fields		15,300.00		6,700.00	-		22,000.00
01-02-740-025	Contingency		56,450.00		-	(6,700.00)		49,750.00
			Total:	\$	7,600.00	\$ (7,600.00)		
Saddlebrook Park (0	1-06)							
01-06-800-016	Saddlebrook Barn	\$	2,500.00	\$	900.00	\$ -	\$	3,400.00
01-02-740-025	Contingency		49,750.00		-	(900.00)		48,850.00
			Total:	\$	900.00	\$ (900.00)		
Dean Nature Sanctua	ary (01-09)							
01-09-790-018	Bee Apiary Maintenance	\$	6,750.00	\$	150.00	\$ -	\$	6,900.00
01-02-740-025	Contingency		48,850.00		-	(150.00)		48,700.00
			Total:	\$	150.00	\$ (150.00)		

Fund & Department	Account Description	Ori	ginal Budget Balance	Transfer To	Transfer From	Rev	vised Budget Balance
Professional Services	s (01-10)						
01-10-821-000	General Counsel	\$	30,000.00	\$ 42,000.00	\$ -	\$	72,000.00
01-02-740-025	Contingency		48,700.00	-	(42,000.00)		6,700.00
			Total:	\$ 42,000.00	\$ (42,000.00)		
Building/Recreation	Center (01-15)						
01-15-700-002	State and Regional Organizations	\$	995.00	\$ 405.00	\$ -	\$	1,400.00
01-02-740-025	Contingency		6,700.00	-	(405.00)		6,295.00
01-15-750-018	Boiler Service		3,420.00	9,755.00	-		13,175.00
01-02-740-025	Contingency		6,295.00	-	(6,295.00)		-
01-15-770-000	Gas		22,248.00	-	(3,460.00)		18,788.00
			Total:	\$ 10,160.00	\$ (10,160.00)		
Central Park West (0 <sup>4</sup>	1-20)						
01-20-650-000	Group Medical & Life	\$	-	\$ 3,750.00	\$ -	\$	3,750.00
01-15-770-001	Electricity		37,113.00	-	(1,105.00)		36,008.00
01-20-750-000	General Maintenance		11,000.00	-	(2,645.00)		8,355.00
01-20-740-000	Alcohol Permits/PDMA		8,400.00	1,900.00	-		10,300.00
01-20-750-000	General Maintenance		8,355.00	-	(1,900.00)		6,455.00
01-20-770-000	Electricity		7,800.00	925.00	-		8,725.00
01-20-750-000	General Maintenance		6,455.00	-	(925.00)		5,530.00
			Total:	\$ 6,575.00	\$ (6,575.00)		
Fitness Center (02-21	)						
02-21-670-000	Maintenance/Contract & Leases	\$	11,550.00	1,350.00	-		12,900.00
02-01-840-025	Contingency		60,000.00	-	(1,350.00)		58,650.00
02-21-750-000	Towel Services/Replacement	\$	13,500.00	\$ 1,150.00	\$ -	\$	14,650.00
02-01-840-025	Contingency		58,650.00	-	(1,150.00)		57,500.00
02-21-780-001	Program Materials		500.00	100.00	-		600.00
02-01-840-025	Contingency		57,500.00	-	(100.00)		57,400.00
			Total:	\$ 2,600.00	\$ (2,600.00)		
Aquatic Center (02-2	5)						
02-25-630-000	Full-Time Staff	\$	122,056.54	\$ 13,693.46	\$ -	\$	135,750.00
02-01-840-025	Contingency		57,400.00	-	(13,693.46)		43,706.54
			Total:	\$ 13,693.46	\$ (13,693.46)		

Fund & Department	Account Description	Ori	ginal Budget Balance	Transfer To	Transfer From	ised Budget Balance
Children's Programs	(02-30)					
02-30-640-432	Sports Camp- Contract Services	\$	13,220.00	\$ 3,980.00	\$ -	\$ 17,200.00
02-01-840-025	Contingency		43,706.54	-	(3,980.00)	39,726.54
			Total:	\$ 3,980.00	\$ (3,980.00)	
Preschool Programs	(02-31)					
02-31-800-200	Early childhood non-capital/small	\$	-	\$ 1,100.00	\$ -	\$ 1,100.00
02-01-840-025	Contingency		39,726.54	-	(1,100.00)	38,626.54
02-31-765-001	Early childhood preschool morning		2,800.00	700.00	-	3,500.00
02-01-840-025	Contingency		38,626.54	-	(700.00)	37,926.54
02-31-640-050	Early childhood contract program		6,600.00	2,100.00	-	8,700.00
02-01-840-025	Contingency		37,926.54	-	(2,100.00)	35,826.54
			Total:	\$ 3,900.00	\$ (3,900.00)	
Youth Programs (02-	32)					
02-32-640-050	Youth contracted instruction	\$	900.00	\$ 500.00	\$ -	\$ 1,400.00
02-01-840-025	Contingency		35,826.54	-	(500.00)	35,326.54
02-32-792-004	Youth playground camp		3,900.00	3,300.00	-	7,200.00
02-01-840-025	Contingency		35,326.54	-	(3,300.00)	32,026.54
02-32-754-004	Youth playground camp admissions		6,175.00	1,475.00	-	7,650.00
02-01-840-025	Contingency		32,026.54	-	(1,475.00)	30,551.54
02-32-755-004	Youth playground camp transport.		3,900.00	1,100.00	-	5,000.00
02-01-840-025	Contingency		30,551.54	-	(1,100.00)	29,451.54
			Total:	\$ 6,375.00	\$ (6,375.00)	
Tennis Center- Admi	nistration (07-01)					
07-01-821-000	Legal	\$	500.00	\$ 2,500.00	\$ -	\$ 3,000.00
07-01-740-025	Contingency		50,000.00	-	(2,500.00)	47,500.00
			Total:	\$ 2,500.00	\$ (2,500.00)	
Tennis Center- Build	ing (07-71)					
07-71-650-000	Group Medical and Life	\$	20,000.00	\$ 2,000.00	\$ -	\$ 22,000.00
07-01-740-025	Contingency		47,500.00	-	(2,000.00)	45,500.00
			Total:	\$ 2,000.00	\$ (2,000.00)	

Fund & Department	Account Description	Ori	iginal Budget Balance	Transfer To	Transfer From	Re	evised Budget Balance
Tennis Center- Prog	rams (07-75)						
07-75-631-000	Part-Time Salaries	\$	380,000.00	\$ 95,000.00	\$ -	\$	475,000.00
07-01-740-025	Contingency		45,500.00	-	(45,500.00)		-
07-01-631-000	Administration part-time		225,000.00	-	(25,000.00)		200,000.00
07-01-915-000	Social security contributions		28,000.00	-	(3,000.00)		25,000.00
07-01-910-000	IMRF-employer contribution		23,998.00	-	(3,498.00)		20,500.00
07-71-631-000	Administration part-time		40,000.00	-	(13,000.00)		27,000.00
07-71-750-015	Other building maintenance		15,000.00		(5,002.00)		9,998.00
			Total:	\$ 95,000.00	\$ (95,000.00)		
Sports Core (08-25)							
08-25-630-000	Full-Time Staff	\$	67,630.00	\$ 370.00	\$ -	\$	68,000.00
08-25-650-000	Group Medical and Life		32,899.04	-	(370.00)		32,529.04
08-25-704-001	Program supplies/special event		500.00	1,500.00	-		2,000.00
08-25-650-000	Group Medical and Life		32,529.04	-	(1,500.00)		31,029.04
			Total:	\$ 1,870.00	\$ (1,870.00)		
Special Recreation (	09-01)						
09-01-700-000	Professional organizations		35,000.00	1,287.00	 -		36,287.00
09-01-900-000	Misc. Program Expenses		3,000.00	-	(1,287.00)		1,713.00
			Total:	\$ 1,287.00	\$ (1,287.00)		



## **Oak Brook Park District**

	BOARD MEETING						
AGENDA	ITEM -HISTORY/CO	MMENTARY					
ITEM TITLE: RESOLUTION 20-0317: A RESO AUTHORIZING AND APPROVING A CHANGE O DECREASE IN THE CONTRACT PRICE WITH M CONTRACTING, INC., FOR THE CENTRAL PAR MECHANICAL RENOVATION PROJECT ***(REQUIRES WAIVING THE BOARD RULES MEETING.)	Agenda No.: 8 E Meeting Date: March 16, 2020						
STAFF REVIEW:	Deputy Director, Dav	re Thommes: AND Don 5					
STAFF REVIEW:       Deputy Director, Dave Thommes:         RECOMMENDED FOR BOARD ACTION:       Executive Director, Laure Kosey         ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS         ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):         The Park District Board of Commissioners approved an agreement between the Oak Brook Park District and MG Mechanical Contracting, Inc. at the December 16, 2019 board meeting, for Mechanical Renovations at Central Park West, for a not to exceed cost of \$128,200. After the contract was awarded and demolition began, Park District staff, along with representatives from Legat Architects and MG Mechanical Contracting, Inc., identified areas where costs could be reduced by eliminating unnecessary items and recognizing items that could be completed in-house by Park District staff.         Two of the most significant items were the removal of an exhaust fan, which was determined to be unnecessary due to the increased efficiency of the new HVAC system. The second item was the removal of landscape restoration. This restoration was anticipated as being needed due to the heavy equipment that needed to travel across the soft landscape to access the on-grade rooftop unit location. The combination of frozen ground and the Parks Department willingness to make any necessary repairs made this credit possible. A list of all of the credits can be found on the page that follows, which results in a savings of \$16,874 for the Park District.							
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):</b> Staff recommends approval of the change order deductions as detailed above and on the page that follows.							
ACTION PROPOSED: Motion (and a Second) to waive the Board's Rules to approve, at this meeting, Resolution 20-0317, a Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc., for the Central Park West Mechanical Renovation Project, in the Amount of \$16,874, for a New Not-to-Exceed Total Project Cost of \$111,326.00.							
Motion (and a Second) to approve Resolution 20-0317, a Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc., for the Central Park							

Motion (and a Second) to approve Resolution 20-0317, a Resolution Authorizing and Approving a Change Order Involving a Decrease in the Contract Price with MG Mechanical Contracting, Inc., for the Central Park West Mechanical Renovation Project, in the amount of \$16,874 for a New Not-to-Exceed Total Project Cost of \$111,326.00.

### **RESOLUTION NO. 20-0317**

### A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER INVOLVING A DECREASE IN THE CONTRACT PRICE WITH MG MECHANICAL CONTRACTING, INC. FOR THE CENTRAL PARK WEST MECHANICAL RENOVATIONS PROJECT.

WHEREAS, during the December 16, 2019 Board Meeting, the Board of Commissioners accepted the bid and authorized an agreement between the Oak Brook Park District and MG Mechanical Contracting, Inc. for the Central Park West Mechanical Renovations Project, in the amount of \$128,200, and

**WHEREAS,** the Executive Director has presented and recommended the following proposed change order to the contract between the District and MG Mechanical Contracting, Inc. for the following amount:

Change Order #	Description		Amount
1	Deduction for eliminating the following items fro	om the work	<\$16,874.00>
	at Central Park West:		
	No temporary toilet	<\$ 300>	
	Maintain existing wood siding on interior wall	<\$6,000>	
	Delete one duct support	<\$ 375>	
	Replace exterior duct cladding with 2" liner	<\$2,844>	
	Delete landscaping restoration	<\$2,880>	
	Delete exhaust fan	<\$4,475>	

and a copy of said change order being attached hereto as Exhibit "A" and made part hereof, to the District's Board of Park Commissioners ("Board"), and

**WHEREAS,** upon the Board's approval of Change Order 1, the new total for the contract price would be \$111,326.00, and

WHEREAS, pursuant to the Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, the Oak Brook Park District (the "District") is required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000.00 or more; and

### NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

<u>SECTION 1.</u> That after reviewing the explanation of the Executive Director as to the necessity of and reason for the change orders attached hereto as Exhibit "A", the Board finds as follows:

- A. That the circumstances which necessitated said change orders were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change orders was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interest of the District to approve the change orders in its proposed forms.
- D. That the change orders are germane to the original contract.

**SECTION 2.** That having made the findings set forth in Section 1 above, the Board hereby approves the change orders attached hereto as Exhibit "A," and directs and authorizes the Board's President to execute said Change Order # 1 on behalf of the District.

PASSED AND APPROVED THIS 16<sup>st</sup> DAY OF MARCH, 2020

AYES:

NAYS:\_\_\_\_\_

OTHER:\_\_\_\_\_

Sharon Knitter, President

ATTEST:

Laure Kosey, Secretary

Exhibit A Change Order

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SUSTAINABILITY	L	PERFORMANCE	DE	SIG	N

Dave Thommes O ak Brook Park District 1450 Forest G ate Road O ak Brook, IL 60523		Transmittal				
		FROM	Cindy Hopkins			
			RE			District - Central nanical Renovations
			PROJECT NO.	220005.0	00	
			DATE	February	25, 2	2020
WE ARE SE	NDING YOU					
	VINGS		SUBMITTALS		Atta	ched
COPIES	DATE	DESCRIPTION				
3	2/7/2020	Change Order No. 001 -	MG MECHANICAL CON	TRACTING, INC.		
3						
-						
3						
THESE ARE		IPS				
		FOR REVIEW AND COMMENT		OUR USE		For Signatures

### COMMENTS

Enclosed are (3) copies of the above referenced Change Order. Please sign all (3) copies. Retain (1) copy for your records and forward the remaining (2) copies to my attention. We will forward an executed copy to the Contractor for their records. Thank you.

	Ura	ject	- L. I.	10
	P1 11			
<u>~</u>	110			- 0
<b>X</b> . <b>X</b> .				

SIGNED Cindy Hopkins

1125 Tri-State Parkway Suite 730 | Gurnee, Illinois 60031-9177 | T 847.263.3535 F 847.662.9002 | www.legat.com



### **Change Order**

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Oak Brook Park District Central Park	Contract For: General Construction	Change Order Number: 001
West Mechanical Renovations		
1500 Forest Gate Road	Date: December 16, 2019	Date: February 7, 2020
Oak Brook, Illinois		
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
Oak Brook Park District	Legat Architects, Inc.	MG Mechanical Contracting, Inc.
1450 Forest Gate Road	2015 Spring Road, Suite 175	1513 Lamb Road
Oak Brook, Illinois 60523	Oak Brook, Illinois 60523	Woodstock, Illinois 60098

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

SEE ATTACHED LETTER DATED JANUARY 29, 2020 - ITEMS a, b, c, d, e and g for a	a credit. DEDUCT:
(\$16,874.00)	

The original Contract Sum was

The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was

The Contract Sum will be decreased by this Change Order in the amount of The new Contract Sum including this Change Order will be 128,200.00 0.00 128,200.00 16,874.00 111,326.00

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The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be December 17, 2019

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Freedom Frank out &	MG Mechanical Connacting, Inc.	Oak Brook Park District
SIGNATURE	SIGNATURE	SIGNATURE
CASE/ Provide DCZ / TTINCIPAL PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
2-10-20 DATE	2-17-20 DATE	DATE

# LEGATARCHITECTS

DESIGN | PERFORMANCE | SUSTAINABILITY

January 29, 2020

13

VIA Email

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Mr. David Thommes Deputy Director Oak Brook Park District 1450 Forest Gate Road Oak Brook, IL 60523

### RE Central Park West Phase I Renovations Architect's Project Number: 220005 Final Project Costs

Dave,

The MG Mechanical low bid for the Central Park West HVAC work was \$128,000 and the purchase order cost for the Carrier unit was \$13,770 for a total cost of \$141,770. Below are the credits that were discussed and accepted in our last meeting.

- a. No Temporary Toilet \$300
- b. Maintain existing wood siding on interior wall \$6,000
- c. Delete one duct support \$375
- d. Replace exterior duct cladding with 2" liner. If this option is selected, the top of the exterior ductwork will need to be sloped to drain water \$2,844
- e. Delete landscaping restoration \$2,880
- F. Set up and take down ground protection plywood matts from parking lot to work area. \$1,455 Will wait to see if the ground freezes. NOT INCLUDED AT THIS TIME
- g. Delete exhaust fan \$4,475

Total Potential Credit = \$16,874 to \$18,329

Total Project Cost to date = 123,441 to 124,896

Please review this information and let me know if you have any questions.

Sincerely, +

Ted Haug, AIA, LEED BD+C Design Principal

Legat Architects, Inc. 2015 Spring Road, Suite 175 Oak Brook, IL 60523

TOH FILENAME 220005\_Final Project Costs